



CROOK COUNTY COURT AGENDA

Wednesday, November 1, 2023 at 9:00 am

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

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

Meeting ID: 954 2612 6858; Meeting Passcode: 178149

PUBLIC COMMENT

CONSENT AGENDA

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

- 1. Approve Minutes**
- 2. Acceptance of FY 2023 Law Enforcement Mental Health and Wellness Act Implementation Project Grants**
- 3. Approval of new project - fire prevention/noxious vegetation control program**
- 4. Approve Construction Bid/New Hangar Building Infrastructure**
- 5. Consider ratification of the appointment of Stephen Chellis to Chief Information Officer (CIO) position**
- 6. Consider authorizing an additional equipment operator/driver full-time equivalent position to the Road Department budget**
- 7. Human Resources Policy Updates - Approve Order 2023-46 in the matter of adopting a new employee handbook and continue the effectiveness of other policies**
- 8. Approval of Crook County Community Corrections IGA's for Grant and Aid Funding and Specialty Court IGA**

DISCUSSION

9. New Staff Member Introduction

Requester: Sean Briscoe

Interim Executive Director, A.R. Bowman Museum

10. Library Strategic Planning Contract

Requester: Sarah Beeler

Library Director

11. Notice of Award - Infrastructure Support for Reproductive Health Services

Requester: Katie Plumb

Health and Human Services Director

12. Regence Contract Renewal

Requester: Katie Plumb

Health and Human Services Director

13. "CORE3" intergovernmental agreement for the development and construction of a regional emergency services training and coordination center in Redmond, Oregon.

Requester: Eric Blaine

County Counsel

14. Order 2023-45 In the matter of adopting a comprehensive policy for airport activities

Requester: John Eisler

Assistant County Counsel

15. PUBLIC HEARING: Ordinance 342 - An Ordinance amending Title 8 of the Crook County Code, adopting a new chapter to regulate the Airport

Requester: John Eisler

Assistant County Counsel

16. PUBLIC HEARING: Second Reading of Ordinance 337 - Destination Resort Overlay Map Amendment

Requester: Will VanVactor

Community Development Director

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

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

Please note that while County staff members make a dedicated effort to keep this file up to date,

documents and content may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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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 10/27/2023 at 1:33 PM

**CROOK COUNTY COURT MINUTES
OF JUNE 28, 2023 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on June 28, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Sarah Puerner; Assistant Finance Director Christina Haron; Director Kim Barber; HR Generalist Christina Hannigan; Assessor Jon Soliz; Director Sarah Beeler; Manager Kim Herber; Natural Resources Policy Coordinator Tim Deboodt; Director Will VanVactor; Building Official Randy Davis; Public Works Director Jeff Hurd; Andy Parks; Sheriff Gautney; Health and Human Services Director Katie Plumb and Facilities Manager Nick Lilly.

WORK SESSION

The meeting was **called to order at 9:00 a.m.**

Public Comment: None

Agenda item #1, Fiscal Year 2023 Audit Engagement Letter from Pauly Rogers and Co.:

Requester: Christina Haron

Details: Assistant Finance Director Christina Haron attended the work session to discuss the fiscal year 2023 audit engagement letter from Pauly Rogers and Co. One of the commissioners' signatures is required to be signed on behalf of the County Court to accept the engagement letter from the auditors. They are engaged for our fiscal year 2023 audit and single audit. This item will be placed on the consent agenda for approval on July 5th.

Agenda item #2, Community Development Monthly Report:

Requester: Will VanVactor

Details: Community Development Director Will VanVactor and Building Official Randy Davis attended the work session to provide the Court with a monthly update. The Building Department has seen a slight decrease in permits compared to this time last year. The commercial side is still busy with several upcoming construction projects, but the projects are becoming smaller in size. The Planning Department has seen a decrease in the number of permits compared to last year but did just receive some new agri-tourism applications.

Agenda item #3, Contract renewal with Oregon Department of Human Services 180151-0:

Requester: Katie Plumb

Details: Health and Human Services Director Katie Plumb attended the work session to discuss with the Court a contract renewal with Oregon Department of Human Services. This contract provides funds that ensure staffing support for voluntary delivery of My Future My Choice program with participating schools. A portion of the funds goes directly towards training, classroom supplies, and support for the program itself. This item will be placed on the consent agenda for approval on July 5th.

Agenda item #4, OHSU Grant Award Offer – Supporting Cancer Fighters, Survivors, and Grievors Through Art:

Requester: Katie Plumb

Details: Health and Human Services Director Katie Plumb attended the work session to discuss with the Court an OHSU grant award offer. OHSU Knight Cancer Institute Community Partnership Program has funded several projects in Crook County over the past several years that help address needs that are community-identified. This project is a result of partners and community members seeking resources for grief and support through cancer diagnosis and/or loss. This item will be placed on the consent agenda for approval on July 5th.

Agenda item #5, 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-0:

Requester: Katie Plumb

Details: Health and Human Services Director Katie Plumb attended the work session to discuss with the Court an IGA for the Financing of Local Public Health Services in Crook County. This is the initial IGA from Oregon Health Authority for the 2023-2025 biennium. The total initial award is \$999,661.99. This item will be placed on the consent agenda for approval on July 5th.

Agenda item #6, Preventative Maintenance Agreement, Public Safety Facility:

Requester: Nick Lilly

Details: Facilities Manager Nick Lilly attended the work session to discuss with the Court a preventative maintenance agreement. Due to current staffing shortage and transitions within the Facilities department, a service agreement is needed to support ongoing maintenance of critical systems at the Public Safety Facility. This support would be ongoing for the next year and the annual commitment for the service agreement is \$25,560. This item will be placed on the consent agenda for approval on July 5th.

Agenda item #7, PUBLIC HEARING: Second reading of Ordinance 341, regarding protection of homeless persons and the community, and declaring an emergency:

Details: The County Court has asked that a draft ordinance be prepared for their review, to address the safety of homeless individuals and the Crook County community from certain specified problems that are increasingly prevalent in Oregon. Based on the

feedback from the first reading, changes have been made to the draft ordinance. These changes were read aloud on the record during the second reading.

MOTION to read by title only. Motion seconded. No discussion. Motion carried 3-0.

Judge Crawford read by title only and opened a public hearing. With no comments received, the public hearing was closed.

MOTION to approve Ordinance 341, an Ordinance adopting a new chapter of the Crook County Code entitled “Community and Homeless Person Protection” and declaring an emergency and to authorize staff to make the changes discussed in the meeting and to sign outside of Court. Motion seconded. No discussion. Motion carried 3-0.

Agenda item #8, Review of draft policy pursuant to ORS 195.500 et seq. regarding how the County would approach the removal of homeless camps, how it will provide prior written notice, how it will store the personal property left behind, and how it would allow to the recollection of stored items:

Details: This item is regarding establishing a policy for when the County has to remove an established homeless camp and describes the process and method for such circumstances. If adopted, the policy itself would not have any direct budget costs.

MOTION to approve Order 2023-38 in the matter of establishing a policy regarding the removal of homeless camps pursuant to ORS 195.500 et seq. Motion seconded. No discussion. Motion carried 3-0.

At 9:45 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(h) To consult with your attorney regarding your legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed.

EXECUTIVE SESSION

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

MOTION to direct staff to make the severance offer as discussed in the Executive Session. Motion seconded. No discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:42 a.m.**

Respectfully submitted,

Sarah Puerner

**CROOK COUNTY COURT MINUTES
OF JULY 11, 2023, SPECIAL PUBLIC MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Special Public Meeting on July 11, 2023, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Others Present in Person or Via Zoom: Human Resource Generalist Amy Albert; Roxanne Cummings-Basey; Patti Norris; Rylee Campbell; Roger; Harvard; Zoom User; Kris Jones; Mathew Fedrspiel; Teresa Tooley and Shawna Vashti.

County Court interviewed the following candidates who applied to serve on the Library Board of Trustees: Jennifer Mires Orozco, Mark Loring Maboll, Sandy Kerbow, Keya Rohovit-Wrolson; Mary Dyal; Roxanne Cummings-Basey, Brian Samp, Gayle Casselman and James Van Voorhees.

Jennifer Mires Orozco stated the library has always been an interest of hers and she is at a place where she has the time to dedicate to the board. She spoke of expanding the tween and teen section of the library. Emphasizing the role libraries play in social interactions and the need for continued financial support and media presence. Ms. Mires-Orozco has management experience, strategic planning and budget experience and is bilingual.

Mark Loring Maboll spoke of the importance the library and the opportunity for continued education the library holds for him personally. Mr. Maboll's goals as a library board member would be for the library to continue running smoothly. Mr. Maboll stated he is personable, smart and a team player.

Sandy Kerbow commented on her want to bring balance to the board so it can function with unity and transparency. Ms. Kerbow has worked with the library to purchase five books from the Brave series, along with a story time for one of the books. Ms. Kerbow stated she is extremely loyal and an excellent listener.

Keya Rohovit-Wrolson and her children go to the library often to check out books and to participate in the many programs the library has to offer. Ms. Rohovit-Wrolson goal as a board member would be for the library to continue operating as is while seeking opportunities for improvement. Ms. Rohovit-Wrolson has board experience and is looking forward to learning new skills if selected for this position.

Mary Dyal's interest in the library board is due to her grandchildren and her concern regarding recent activities at the library. Ms. Dyal's goal as a board member would be to help improve upon what the library currently has in place. Ms. Dyal would bring her

knowledge of owning a business for twenty-three years, as well as, many years of volunteer service to the position.

Roxanne Cummings-Basey expressed how important she feels the library is to herself and the community, stating they are inclusive and accommodating to everyone. Ms. Cummings-Basey stated she does not have an agenda; she is a trained facilitator and researcher; she would like to see the library and community come together. Ms. Cummings-Basey has a psychology degree and a fine art degree that she would benefit from in this position.

Brian Samp spoke about finding a lot of value in the library when he first moved to town. Mr. Samp spoke several times about his concern for the library's survival. When asked for clarification, Mr. Samp said, he had heard the library was at risk of being defunded. The Court assured Mr. Samp that is not on their agenda.

Gayle Casselman spoke of her love of libraries and viewing them as fundamental pillars of the community. Ms. Casselman stated she is often at the library, reads from a library book almost daily and attends some of the library functions. Ms. Casselman has previously served on the library board. She feels her bachelors in education and an open-minded approach will help serve her in this role.

James Van Voorhees stated he is upset over the recent situation at the library and hopes to help calm the situation. Mr. Van Voorhees stated he often uses the library services and is impressed at the service of the staff. Mr. Van Voorhees stated he would bring many skills to the board, as he has a lot of prior experience serving on boards.

Respectfully submitted,

Amy Albert



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: <p>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.</p>	

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 Date	Performance Period End 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 15

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 25**

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

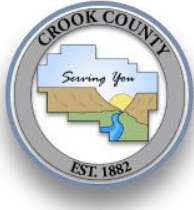
HUGH CLEMENTS

Signed Date And Time

9/13/23 12:31 PM

Authorized Representative

AGENDA ITEM REQUEST



Date:

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.

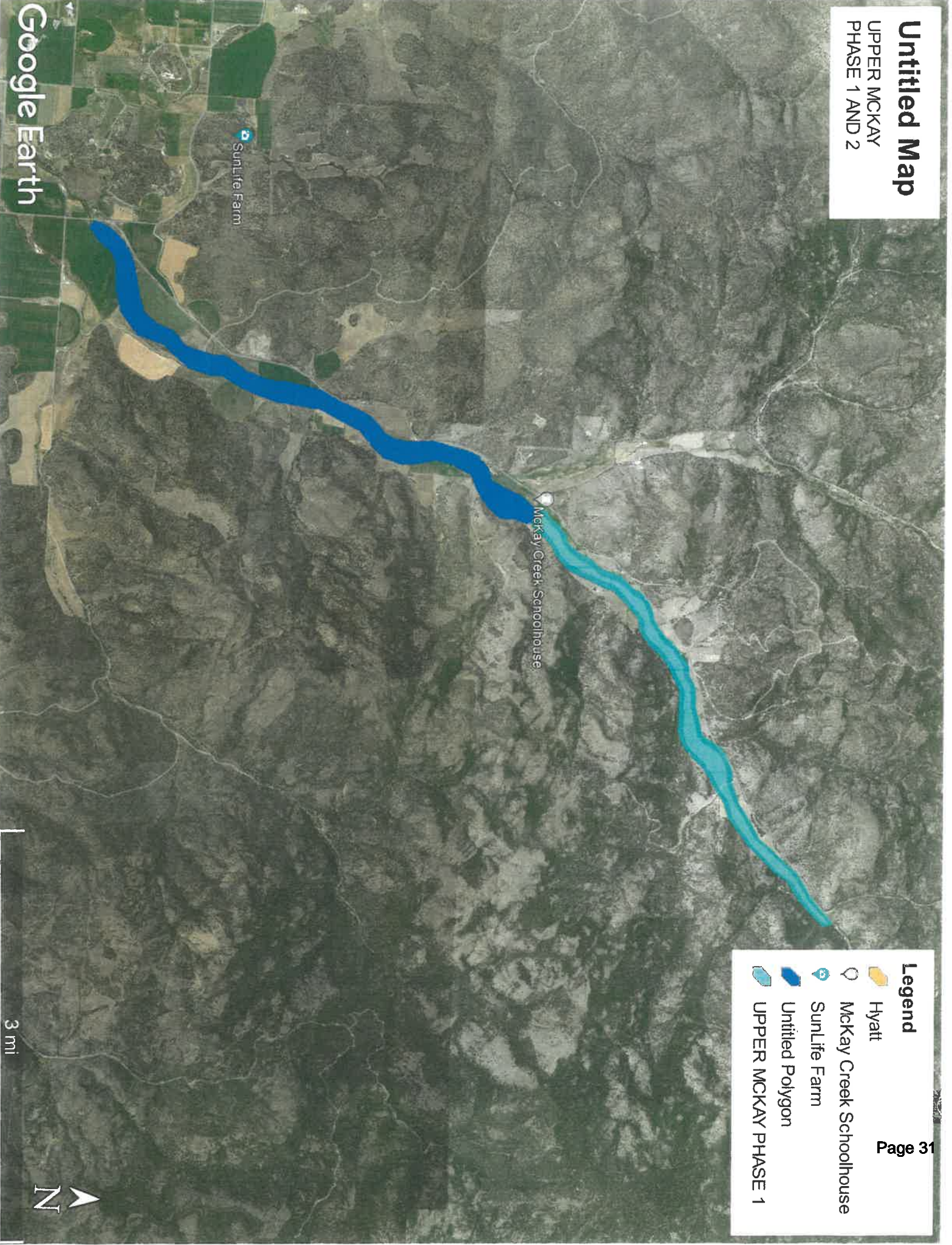
The collaborators of this project wish to conduct this project in two-year phases over a four-year period.

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



Legend

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

SunLife Farm

McKay Creek Schoolhouse

3 mi



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):

SMAF Construction, LLC
PO Box 672
Prineville, OR 97754
541-447-5643
Fax # 541-447-2190
CCB #159128

CONTRACT

Prineville/Crook County
* Name Airport Date 10.6.23
* Mailing Address 4585 S.W. Airport Rd
Prineville, OR 97754
Project Address Airport Way 4175 Airport Rd
Project Amount \$ 54,789.86
Phone #(s) Kelly - 541.420.3789 Email KCORFELT@cityofprineville.com

TERMS & CONDITIONS

This proposal made this 6th day of October, 2023 by SMAF Construction, LLC; herein called the Seller, to Prineville Crook County Airport herein called the Purchaser. Seller agrees to furnish all materials and labor complete in accordance with the specifications as noted on the attached bid. All materials and labor complete in accordance with the specifications as noted on the attached bid. All material is guaranteed to be as specified, and all work is to be completed in a workmanlike manner according to standard practices. An alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over & above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by workers compensation insurance. Purchaser agrees to pay SMAF Construction, LLC for the materials and labor to be performed under this contract within 10 days after completion of work plus charges for additional materials and equipment. Notice is hereby given that a lien may be filed for labor and materials furnished by this company. All cost for collecting moneys due this company will be the responsibility of the purchasing party.

ACCEPTANCE OF PROPOSAL & ACKNOWLEDGEMENT OF TERMS

SMAF Construction, LLC by [Signature] PURCHASER
SELLER DATE 10.6.23
DATE

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
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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
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THANK YOU.

Accepted By

Accepted Date

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

New Hangar Sites

Legend
Untitled Path

New Hangar Sites

29





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



PROPOSAL

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

08/31/2023

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

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



Agenda Item Request

Date:

October 25, 2023

Meeting date desired:

November 1, 2023

Subject:

Consider ratification of the appointment of Stephen Chellis to Chief Information Officer (CIO) position.

Background and policy implications:

The CIO position is included in the Information Technology Strategic Road Map adopted by the County Court in April 2024 and funded in the FY 2024 budget. The management team members and IT staff involved in the recruitment process reconvened after the top candidate withdrew her acceptance of the job offer. The team unanimously supports offering the position to Mr. Chellis. I spoke to Mr. Chellis and he is excited for the opportunity. We are making arrangements for Mr. Chellis to meet with the Court members individually October 26 or 27 and while on site to meet with IT staff and others as available.

Budget/fiscal impacts:

The CIO position is budgeted in the FY 2024 budget.

Requested by:

Andy Parks, Contract County Administrator

Presenters:

Andy Parks, Contract County Administrator



Agenda Item Request

Date:

October 25, 2023

Meeting date desired:

November 1, 2023

Subject:

Consider authorizing an additional equipment operator/driver full-time equivalent position to the Road Department budget.

Background and policy implications:

The Road Department has 10 FTE equipment operator/driver positions budgeted. Presently, one of the employees is out on extended leave. With winter operations approaching, winter operations will be negatively impacted without an additional driver to fulfill route responsibilities.

Budget/fiscal impacts:

The additional position is anticipated to be fulfilled within existing budgeted resources due to vacancies during the first and second quarter of FY 2024.

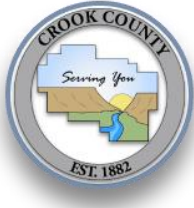
Requested by:

Andy Parks, Contract County Administrator

Presenters:

Andy Parks, Contract County Administrator

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/



CROOK COUNTY EMPLOYEE HANDBOOK

Updated
September 2023



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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.

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.*

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

IN THE MATTER OF ADOPTING)
A NEW EMPLOYEE HANDBOOK)
AND CONTINUE THE EFFECT-) Order 2023-46
IVENESS OF OTHER POLICIES)

WHEREAS, the Crook County Human Resources Department has undertaken to create a new version of the County Employee Handbook, which is meant to be more readily accessible by County employees, particularly newly hired personnel; and

WHEREAS, County staff members are working on adopting a separate document of workplace policies, which are meant to assist with the management of County departments. Those policies are not intended to contradict the provisions of the attached new version of the Employee Handbook; and

NOW, THEREFORE, the Crook County Court adopts the recitals above, and ORDERS and DIRECTS, based upon the above recitals, that:

Section 1. The document entitled “Crook County Employee Handbook” presented at the meeting of the Crook County Court on October 4, 2023, is adopted as the handbook describing certain employee policies. These policies include, but are not limited to: equal employment, attendance, performance reviews, how a qualified employee may apply for leave, and designated holidays.

Section 2. Except as contradicted or superseded by the policies included in the now-adopted Crook County Employee Handbook, the policies contained in the previous version of the employee handbook (last updated in November 2022) remain in full force and effect. By way of illustration and not limitation, these policies include: Whistleblower protection under ORS 659A.200 and 659A.203; the Pepper-spray use policy; and the Petty Cash management policy.

Section 3. County staff are authorized to make further formatting and pagination changes as may be necessary to effectuate this Order 2023-46.

DATED this _____ day of November, 2023.

CROOK COUNTY COURT

Judge Seth Crawford

Vacant County Commissioner

Commissioner Brian Barney

AGENDA ITEM REQUEST



Date:

October 27, 2023

Meeting date desired:

November 1, 2023

Subject:

Approval of Crook County Community Corrections IGA's for Grant and Aid Funding and Specialty Court IGA

Background and policy implications:

Will outline how stated funding will be used to within the Parole and Probation division of the Crook County Sheriff's Office over the next 2 years.

Budget/fiscal impacts:

This is a fully state funded program, no impact on general fund.

Requested by:

Aaron Boyce, Lieutenant Parole and Probation, Aaron.Boyce@crookcountysheriff.org

Presenters:

Aaron Boyce

Legal review (only if requested): N/A

Legal Department and has already reviewed the IGA's

Elected official sponsor (if applicable): N/A

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

**INTERGOVERNMENTAL AGREEMENT #6527
BETWEEN THE STATE OF OREGON AND CROOK COUNTY**

This Intergovernmental #6527 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Crook County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community

- a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by adults on supervision.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0225.
 - 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 4. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0050.
 - 5. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 6. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 7. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 18. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 19. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/23, 10/1/23, 1/1/24, 4/1/24, 7/1/24, 10/1/24, 1/1/25, and 4/1/25.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees previously collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse

COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any

appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this Agreement and incorporated herein by this reference. All employers, including

COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CROOK COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21
Assistant Attorney General

EXHIBIT A
BUDGET SUMMARY
CROOK COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)

EXHIBIT B

CROOK COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
CROOK COUNTY**

Contribution

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

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

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

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

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

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts 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 stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County 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 county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

SCP-23-10 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
SPECIALTY COURT GRANT PROGRAM

Agreement Number: SCP-23-10

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Crook County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2026**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

Exhibit B: Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$132,180

Completion Deadline: December 31, 2025

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in four equal installments of \$33,045 each beginning on September 5, 2023, occurring every six months thereafter, and ending on March 5, 2025.

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

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund the **Crook County Adult Drug & Mental Health Court** (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2023, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

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

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

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

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
 - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.
- G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.
- (2) Subagreement indemnity; insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- (3) Procurements.
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
 - ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent

information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

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

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

SECTION 10: MISCELLANEOUS

A. Contribution.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

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

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

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- G. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- H. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- I. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- J. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.M.
- L. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- M. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

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



STATE OF OREGON
acting by and through its
Criminal Justice Commission

CROOK COUNTY

By: _____
Ken Sanchagrin, Executive Director

By: _____

Date: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 8/11/23

Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

—
—

Grant Administrator: Adaline Padlina

Telephone: 971-301-1042

Email: adaline.l.padlina@cjc.oregon.gov

Recipient

Crook County

308 NE 2nd Street
Prineville, OR 97754

Contact: Aaron Boyce

Telephone: (541) 416-3928

Email: Aaron.Boyce@crookcountysheriff.org

Project Description:

Specialty courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon’s specialty courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC’s Specialty Court Grant Program include:

- Increasing individual’s likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operations of the **Crook County Adult Drug & Mental Health Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above.

Project Period:

Start Date: July 1, 2023

End Date: December 31, 2025

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports, beginning October 25, 2023, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Additionally, Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit a progress report after its due date.

Report Contents

Progress reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all of the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
 - a. All participant related tracking information in SCMS for the prior calendar quarter.

2. CJC Quarterly Report (<https://cjc-grants.smapply.io>)
 - a. Grant Funds spent during the prior calendar quarter, with brief description; and
 - b. Any quarterly information on the Project as CJC may reasonably request.

3. CJC Semi-Annual Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

**EXHIBIT B:
SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors 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 CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

All employers, including Contractors, 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). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor 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, each Contractor 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:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor'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.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC has received a waiver of subrogation endorsement from the Contractor or the Contractor'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 the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on **Page 106** before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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



AGENDA ITEM REQUEST

Date:

10/13/2023

Meeting date desired:

November 1, 2023

Subject:

Library strategic planning contract for Ruth Metz working with Erin McCusker.

Background and policy implications:

It is time to update our expiring strategic plan. Crook County Library Board of Trustees are in support of awarding contract to Ruth Metz who will be working with Erin McCusker to develop a new 5-year strategic plan for the Crook County Library.

Budget/fiscal impacts:

Cost for strategic planning process to be \$30,000. \$11,500 has been pledged/collected through grants/donations from Crook County Library Friends, Roundhouse Foundation, The Ford Family Foundation. The remaining amount is available in the current budget although additional grant funds may be sought.

Requested by:

Sarah Beeler, Director of Library Services, 541-447-7978 x314,
sbeeler@crooklibraryor.gov

Presenters:

Sarah Beeler

Legal review (only if requested):

Will need a contract for attached proposal.

Elected official sponsor (if applicable):

N/A



August 21, 2023

Dear Sarah:

This updated proposal reflects my current understanding of what you want to accomplish with your strategic planning process:

- New Director and Crook County Library positive engagement with the community members throughout the county
- Development of a community-informed vision and direction for the County Library
- Building confidence and credibility among County residents
- Laying the groundwork for a future library district ballot measure.

With these objectives in mind, I propose to assist you by:

- 1) Developing with you a community engagement process that includes:
 - a) Planning the number and structure of community meetings with you and community members.
 - b) Selectively attending, at least, the first two meetings, to observe, assist, and provide constructive feedback to you.
 - c) Working with you to prepare content for a slide deck and/or printed material to accompany a select number of community meetings with the County Librarian
 - d) Designing a community electronic survey to obtain input about community needs, vision, direction, and services of the library.
 - e) Analyzing the community input and feedback in conjunction with you.
- 2) Developing a strategic plan, including vision, mission, roles, and goals of the library
 - a) Helping you identify a community-based strategic planning task force.
 - b) Facilitating 3 cumulatively interdependent work sessions of the task force designed to result in the key elements of the strategic plan.
 - c) Facilitating library staff engagement with strategic planning through 2-3 staff sessions
 - d) Providing the written content for the strategic plan
 - e) Advising on the production, dissemination, and utilization of the strategic plan document
- 3) Determining a hypothetical service plan and budget for a future library district
 - a) Estimating the future costs of a library district to support the strategic plan.
 - b) Estimating a tax rate to support the library's strategic plan estimated costs.

My cost proposal includes:

- 1) Personal Services: an estimated 120 hours, including travel and expenses = \$22,000
- 2) Contract services for survey: = \$ 8,000
- 3) Total = \$30,000

Sarah, I welcome the opportunity to work with you on this project. As you know, I have a great deal of experience and success in working with libraries throughout Oregon and the western states. Please let me know if I can answer questions or provide additional information, including references.



As always, I am open to customizing my work plan according to your needs and in consideration of your project budget.

Sincerely,

Ruth Metz

Ruth Metz Associates

www.ruthmetzassociates.com

503-422-8024

AGENDA ITEM REQUEST



Date:

10/24/2023

Meeting date desired:

11/1

Subject:

Notice of Award – Infrastructure Support for Reproductive Health Services

Background and policy implications:

Awards additional funds via OHA contract for Program Element 46. Funds will support implementation of a lab interface between CCHD and the Oregon State Pathology Histology Lab through EPIC electronic health record system.

Integrating lab ordering and result delivery will increase the quality and safety of care provided to CCHD clients by lessening the chance of human caused errors. Integration will also allow clinical staff to have more time to devote to direct patient care.

Integration plan is currently under review of Technology Committee and County Legal Counsel.

Budget/fiscal impacts:

Total award: \$31,450

Award will cover start-up costs to build the interface and the first year of maintenance costs. Subsequent annual maintenance costs will be covered by billing revenue, Medicaid Match, Central Oregon health Council/PacificSource grant funds and/or Quality Incentive Metric funds.

Requested by:

Katie Plumb, Health & Human Services Director
kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):

/

From: [Joanna McCabe](#)
To: [Katie Plumb](#)
Subject: FW: Confirmation - RHCare Infrastructure Grant Application
Date: Tuesday, October 24, 2023 12:52:47 PM
Attachments: [image001.png](#)



Dr. Joanna (Jo) McCabe, DNP, FNP-C, BSN, BS

Pronouns: She/Hers/Her

Clinician

Crook County Health Department Clinic

Jefferson County Public Health Weds. starting 9/2023

Work Phone: (541) 447-5165 | ext. (209)

Work Fax: (541) 447-3093

From: Smartsheet Forms <forms@app.smartsheet.com>
Sent: Tuesday, September 19, 2023 10:47 AM
To: Joanna McCabe <JMccabe@crookpublichealthor.gov>
Subject: Confirmation - RHCare Infrastructure Grant Application



Thank you for submitting your entry. A copy is included below for your records.

RHCare Infrastructure Grant Application

Agency Name Crook County Health Department

Legal Entity Name (if different)

Agency Address/City/Zip: 375 NW Beaver Street, STE 100 Prineville, OR 97754-1802

UEI W2NEWLAM2YM6

Name of Project Lead Jo McCabe

Project Lead's Email jmccabe@crookpublichealthor.gov

Project Lead's Phone 541-447-5165

Name of Contract Lead Katie Plumb

Contract Lead's Email kplumb@crookpublichealthor.gov

Contract Lead's Phone 541-447-5165

Please describe how the agency will use these funds. We plan on using this funding for the integration of lab services provided by Oregon State Pathology Histology Lab. Integrating lab ordering and result delivery will increase the quality and safety of care provided to our clients by lessening the chance of ordering, resulting, human caused errors. Integration will also allow our clinical staff to have more time to devote to direct patient care.




If there was additional funding available (approx. \$5,000), would your agency apply for it? Yes

How would your agency use the additional funds? Lab integration has a foundational price and then a yearly maintenance fee. We will use additional funds to pay the yearly fee in order to provide increased program sustainability.

By entering their name below, the authorized representative attests that: Joanna McCabe, DNP, FNP-C

Date 09/19/2023

File Attachments

-  **2023 RH funds Lab interface Budget-Template.xls.xlsx** (11k)
-  **FFATA_2023 RH lab project (1).doc** (441k)
-  **insurance liability form 2023-2024 (2).pdf** (136k)

Oregon Reproductive Health Program Infrastructure Grant Budget

Agency Name: Crook County Health Department

Budget	
Categories	Estimate
Salaries/Wages	\$ -
Facilities	\$ -
Professional Services/Contracts	\$ -
Training	\$ -
Clinic Equipment	\$ -
Technology (e.g. EHR systems)	\$ 31,450.00
Other: (describe)	\$ -
Total \$ 31,450.00	

AGENDA ITEM REQUEST



Date:

10/24/2023

Meeting date desired:

11/1

Subject:

Regence Contract renewal

Background and policy implications:

Updates billing contract with Regence. Regence is the largest private payer that the Health Department bills, allowing us to serve employees of several local businesses.

*Contract is accepted electronically. Request is to allow the Health & Human Services Director to accept via DocuSign upon approval of the Court.

Budget/fiscal impacts:

CCHD provides thousands of dollars of services each year to individuals with Regence as their insurance provider

Requested by:

Katie Plumb, Health & Human Services Director
kplumb@crookpublichealthor.gov 541-447-5165

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Complete

Elected official sponsor (if applicable):

/



P.O. Box 1271
Portland, OR 97207-1271

CROOK COUNTY HEALTH DEPARTMENT
375 NW BEAVER ST - STE 100
PRINEVILLE, OR. 97754-1802

February 28, 2023

Signature required for new provider agreement

Dear CROOK COUNTY HEALTH DEPARTMENT:

Thank you for the care you provide to your patients—our members. To ensure that agreement documents are up to date and comply with current regulatory requirements, we are issuing a new *Professional Services Agreement (PSA)* to all participating providers.

To create efficiencies for contracting and notifications to your office, we are moving to a single PSA that will cover all eligible, credentialed providers under your tax identification number (TIN). This makes it easier to add new eligible providers to your agreement as participating once their credentialing process has been completed and approved.

Action required and instructions:

1. Please **return the signed agreement immediately** via the DocuSign process. We do not accept paper contracting documents sent via the U.S. Postal Service.
2. The agreement must be signed by an authorized officer of the company. It cannot be signed with the clinic name.
3. Please do not make any marks or notations on the agreement other than completing appropriate sections. Any alterations will void the agreement and you will be sent a new agreement to sign.

How the agreement is updated:

- The enclosed *PSA* replaces any agreement held by a provider through this TIN and any amendments/addendums/attachments/exhibits you have previously received from us. Please share this information with others in your practice.
- The *Provider Network Addendum* is part of the agreement and identifies the networks you will participate in. Individual network addendums will no longer be sent.
- All eligible providers under the *PSA* must participate in the same networks.
- The agreement has a new effective date; however, your original effective date will remain the same.

- There are no changes to your reimbursement rates by signing this agreement. Providers are given advance reimbursement schedule updates through a separate process.

Note: To add or change your contracting email address, please complete an *Electronic Contracting Registration* form available on our provider website, regence.com: [Forms & Documents>Provider Information](#) section. This ensures that you will receive your agreements electronically via DocuSign.

Validate your practice information

We require you to verify your practice information and the networks you participate in. Take time now to become familiar with how to make updates and to validate your practice information by following the steps outlined on our provider website: [Contact Us>Update Your Information](#).

Helpful resources

Thank you for your continued participation in our provider networks. View our recontracting resources and look for answers to frequently asked questions in the [Contracting & Credentialing](#) section and the [Self-Service Tool](#) on our provider website.

The [Contact Us](#) section of our provider website includes information about Availity Essentials, availity.com, and other resources for your office.

Sincerely,

Network Management
Regence BlueCross BlueShield of Oregon

REGENCE BLUECROSS BLUESHIELD OF OREGON PARTICIPATING PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective ("Effective Date"), replaces and supersedes any prior Agreement and is entered into by and between Regence BlueCross BlueShield of Oregon ("Regence") and **CROOK COUNTY HEALTH DEPARTMENT**, and each entity set forth on Attachment B as applicable (collectively, "Provider").

In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement as of the Effective Date.

I. DEFINITIONS

When used in this Agreement, all capitalized terms have the following meanings:

- 1.1 **COINSURANCE:** a percentage amount that the Member Contract requires the Member to pay for Covered Services.
 - 1.2 **COPAYMENT:** a fixed dollar amount that the Member Contract requires the Member to pay at the time of the provision of Covered Services.
 - 1.3 **COVERED SERVICES:** Medically Necessary health care services and supplies provided to Members for which benefits are provided under a Member Contract.
 - 1.4 **CREDENTIALING:** the process by which Regence may determine, in its sole discretion, whether Provider may participate with Regence.
 - 1.5 **DEDUCTIBLE:** an amount that a Member must pay for Covered Services during a specified period in accordance with the Member Contract before benefits will be paid.
 - 1.6 **INVESTIGATIONAL:** As applicable to a given line of business, a health intervention that Regence has classified as Investigational. Regence will review scientific evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from Provider regarding the health intervention to determine if it is Investigational. A health intervention not meeting all of the following criteria is, in Regence's judgment, Investigational:
 - a. The scientific evidence must permit conclusions concerning the effect of the health intervention on health outcomes, which include the disease process, injury or illness, length of life, ability to function, and quality of life.
 - b. The health intervention must improve net health outcome.
 - c. The scientific evidence must show that the health intervention is at least as beneficial as any established alternatives.
 - d. The improvement must be attainable outside the laboratory or clinical research setting.
- For purpose of this definition, "scientific evidence" means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies, or research conducted by or under the auspices of federal government agencies and/or nationally recognized federal research institutes. However, scientific evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.
- 1.7 **MEDICALLY NECESSARY or MEDICAL NECESSITY:** Please refer to the attached state addendum.

- 1.8 **MEMBER(S):** person(s) eligible under a Member Contract to receive Covered Services.
- 1.9 **MEMBER CONTRACT:** a contract between Regence or Payor and an individual or group in which Regence or Payor agrees to provide and/or administer health care benefits as set forth in the Member's summary plan description, certificate of coverage, or other applicable coverage document.
- 1.10 **NON-COVERED SERVICE:** a service or supply that is not a Covered Service for any of the following reasons: (a) the service or supply is Investigational or not Medically Necessary; or (b) the service or supply is not an available benefit or a Covered Service under the Member Contract for any reason.
- 1.11 **OTHER HEALTH CARE PROFESSIONAL:** a person, other than a Physician, who is legally qualified to provide health care services in the state where he or she practices, and who is eligible for reimbursement under a Member Contract.
- 1.12 **PARTICIPATING PROVIDER:** any hospital, facility, physician, other health care professional, or other provider of medical services or supplies who (a) is duly licensed to provide health care services or supplies; (b) has contracted, and continues to have a valid contract, with Regence, directly or through intermediaries, to furnish Covered Services to Members; and (c) is eligible for payment under a Member Contract and, where applicable, has been credentialed under Regence's credentialing policies.
- 1.13 **PAYOR:** an employer, insurer, a trust, third-party administrator, subsidiaries and affiliates of Regence, a Blue Cross and /or Blue Shield Plan, Cambia Health Solutions, self-funded health plan, or government entity that has contracted with Regence to offer, issue, and/or administer health benefits and has agreed to be responsible for funding health care services for Covered Services provided to Members under the terms of a Member Contract.
- 1.14 **PHYSICIAN:** a person who is legally qualified to practice medicine in the state where he or she practices.
- 1.15 **PROVIDER:** Physician or Other Health Care Professional who is employed by or has contracted with Provider to provide health care services under this Agreement.
- 1.16 **PROVIDER WEB SITE:** a reference source available within the Regence web site that contains the rules, policies, guidelines, and procedures adopted by Regence or Payor that Provider must follow in providing services and doing business with Regence or Payor under this Agreement. Regence may revise and update the Provider Web Site at Regence's sole discretion from time to time.
- 1.17 **QUALITY IMPROVEMENT ACTIVITIES:** the programs, processes, and criteria developed by Regence or Payor to monitor, assess, and improve continually the quality of clinical care and services provided to Members, including Quality Improvement, Utilization Management, quality review, credentialing and recredentialing, Member complaints and grievances, Member satisfaction surveys, medical records review, and preventative health care services.
- 1.18 **RECREREDENTIALING:** a periodic process by which Regence may determine, in its sole discretion, whether Provider may continue participating with Regence.
- 1.19 **UTILIZATION MANAGEMENT:** a set of formal processes developed by Regence or Payor and described on the Provider Web Site including, but not limited to, preauthorization, case management, medical policy development, and retrospective payment review, that are designed to monitor the use or evaluate the Medical Necessity, appropriateness, efficacy, or efficiency of health care services or procedures performed on or rendered to a Member and/or the appropriateness of the setting in which such services were performed.

II. RELATIONSHIP OF THE PARTIES

- 2.1 STATUS OF PARTIES.** By way of this Agreement, the Provider is a Regence Participating Provider. Provider and Regence are independent contractors. This Agreement is not intended to create an employer-employee partnership or joint venture relationship between Regence and Provider or their respective directors, officers, employees, or agents. Regence shall not have the authority to exercise control or direction over Provider or Provider Services provided to Members pursuant to this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent, or employee of the other party when such person, absent this Agreement and its performance, would not in law have had such status.
- 2.2 NON-EXCLUSIVITY.** Regence may contract with any hospital, physician, facility, groups of physicians, or other health care professional to become a Participating Provider upon such terms and conditions as Regence deems appropriate, without the prior consultation or approval of Provider. Provider may contract with any other health plan without the prior consultation or approval of Regence, as long as such participation or practice does not preclude Provider from complying with the terms of this Agreement.
- 2.3 TRADE NAMES, SERVICE MARKS, AND TRADEMARKS.** Provider and Regence acknowledge that the other party may be the exclusive owner or licensee of various trademarks, service marks, trade names, logos, and symbols used from time to time by that party in connection with its business, and the goodwill associated therewith (collectively, "Marks"). Neither party shall have the right to use, and shall not use any Marks, or any confusingly similar names or Marks, of the other party for advertising or marketing purposes, except as expressly authorized in writing by the other party. Except for Regence's or Payor's use of Provider and Providers' name(s) to notify Members and others that Provider is a Participating Provider (e.g., through the Regence provider directory) and for payment purposes, each party shall submit any proposed advertisements or marketing materials that refer to, or in any way depict, the other party for approval by the other party in advance of publication.
- 2.4 PROVIDING SERVICES TO MEMBERS OF PAYORS.** Provider agrees that Regence may enter into an agreement with Payors that want access to and use of those provider networks in which Provider participates. Provider authorizes Payors contracting with Regence to offer Provider's services to groups of employees or individuals in accordance with the terms of this Agreement and any Member Contract offered or administered by Payor for the payment of Covered Services. Provider agrees to furnish services to Members of such Payors when those Members utilize Regence's provider networks in accordance with the same terms and conditions of participation and compensation as apply when such services are furnished to Regence's Members under this Agreement.
- 2.5 RELATIONSHIP TO BLUECROSS BLUESHIELD ASSOCIATION.** Provider hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Provider and Regence; that Regence is an independent corporation operating under a license from the BlueCross BlueShield Association, an association of independent BlueCross BlueShield Plans (the "Association"), permitting Regence to use the BlueCross and/or BlueShield service marks in Regence's service area; and that Regence is not contracting as an agent of the Association. Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person, entity, or organization other than Regence and that no person, entity, or organization other than Regence shall be held accountable or liable to Provider for any of Regence's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Regence other than those obligations created under other provisions of this Agreement.

III. REGENCE OR PAYOR OBLIGATIONS

- 3.1 PAYMENT.** Please refer to the attached state addendum.

- 3.2 MEMBER IDENTIFICATION.** Regence will issue identification cards to Regence Members and will make eligibility and benefits information available to Provider via either (a) telephone during normal business hours; or (b) Regence's secure web site twenty-four (24) hours a day, subject to technical difficulties that Regence may experience. Confirmation of coverage by Regence is not a guarantee of payment if it is later determined that a Member was not eligible for benefits on the date of service or if the material supplied for review was inaccurate, incomplete, or misleading.
- 3.3 BENEFIT DESIGN / COVERAGE DECISIONS.** Regence, Regence's designee, or the Payor will be solely responsible for Member Contract design and for interpreting the terms of and making final coverage determinations under a Member Contract.
- 3.4 PARTICIPATING PROVIDER IDENTIFICATION.** Regence may include Provider in the Participating Provider directories for the Member Contracts and products in which Provider is a Participating Provider, including when Provider is designated a preferred participant, and shall make said directories available to Members.
- 3.5 LIABILITY INSURANCE.** Regence will procure and maintain professional and general liability insurance and other insurance, as Regence reasonably determines may be necessary, to protect Regence and Regence's employees against claims, liabilities, damages, and judgments that arise out of services provided by Regence or Regence's employees under this Agreement.
- 3.6 LICENSURE.** Regence will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Regence to lawfully perform this Agreement.

IV. PROVIDER SERVICES AND OBLIGATIONS

- 4.1 STANDARD OF CARE.** Provider shall provide only Medically Necessary Covered Services in accordance with (a) the same standard of care, skill, and diligence customarily used by similar physicians in the community in which such services are rendered; (b) the provisions of Regence's quality improvement program; (c) the requirements of applicable law; and (d) the standards of applicable accreditation organizations. Provider agrees to render Medically Necessary Covered Services to all Members in the same manner, in accordance with the same standards, and with the same time availability as offered to other patients. Provider shall ensure that all employees of Provider and all health care professionals and physicians providing services at the Provider's locations meet all applicable state laws and regulations, all applicable legal standards of care, all rules of Provider, and all applicable provisions of this Agreement.
- 4.2 COMPLIANCE WITH POLICIES AND GUIDELINES.** Please refer to the attached state addendum.
- 4.3 MEMBER IDENTIFICATION.** Provider will request Member identification cards of all patients who present themselves as Members under any Member Contract and will report to Regence any apparent abuse of the privileges of such Member Contract. Regence shall issue identification cards to its Members and will make eligibility and benefits information available to Provider via Regence's secure Provider Web Site.
- 4.4 CREDENTIALING/RE-CREDENTIALING OF PROVIDER.** Provider will comply with Regence Credentialing or Re-credentialing criteria then in effect and available in the credentialing section of the Provider Web Site. Except as otherwise required by law or regulation, Provider will also:
- a. promptly provide information required by Regence to conduct Credentialing or Re-credentialing;
 - b. notify Regence immediately upon any change in licensure, change in accreditation status, or termination or suspension from any government programs at any time during the term of this Agreement; and

- c. notify Regence immediately upon confirmation that Provider is subject to any informal or formal disciplinary orders, decisions, disciplinary actions, or other actions, including but not limited to restrictions, probations, limitations, conditions, and suspensions resulting from Provider's acts, omissions, or conduct.

4.5 REGULATORY COMPLIANCE AND ACCREDITATION. Provider warrants that it is, and at all times during this Agreement will remain, in compliance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to, those (a) regarding licensure, certification, and accreditation; (b) necessary for participation in any government programs; and (c) regulating the operations and safety.

4.6 INSURANCE. Throughout the term of this Agreement, Provider will maintain at Provider's expense general and professional liability coverage in a form and amount as stipulated in accordance with Regence's credentialing criteria. Provider will give Regence a certificate of insurance evidencing such coverage upon request. Provider will give Regence immediate written notice of cancellation, material modification, or termination of such insurance.

If Provider procures one or more claims-made policies to satisfy its obligations under this Agreement, Provider will obtain any extended reporting endorsement ("tail") required to continuously maintain such coverage in effect for all acts, omissions, events or occurrences during the term of this Agreement, without limit or restriction as to the making of the claim or demand.

4.7 CHANGE IN PROVIDER SERVICES OR OTHER INFORMATION. Provider agrees that the following material changes to Provider Services, including but not limited to: (a) discontinuation, reduction, or limitation of Provider Services; (b) expansion of Provider Services through acquisition or implementation of a service, technology, facility, or any type of provider; (c) any change in Provider's ownership, including a change in the facilities and/or providers use of the Provider's tax identification number; and/or (d) a change in Provider's incorporation must be agreed upon in writing by both Parties. Failure to formally incorporate any changes to Provider Services in accordance with this provision will result in non-payment; in such instance, Regence, Payor, and Member shall be held harmless. Provider agrees to provide ninety (90) days advanced written notice to Regence of nonmaterial changes that include but are not limited to (a) a significant change in Provider's management or management company; (b) a filing of any bankruptcy action; or (c) other relevant information regarding Provider's status in the medical community.

4.7.1 Directory Updates. Provider further agrees to comply with Regence policies and procedures related to furnishing information (including but not limited to information on which providers are accepting new patients, the provider's location, contact information, specialty, medical group and any institutional affiliations) necessary to ensure provider directories are up-to-date, accurate, and complete pursuant to federal and state law, including 45 C.F.R. 156.230(b).

4.8 NON-DISCRIMINATION.

4.8.1 Services Provided to Members. Provider will provide Covered Services to Members without regard to race, religion, creed, color, national origin, ancestry, physical handicap, health status, marital status, age, sex, or source of payments. Provider further agrees to provide Covered Services to Members without regard to the Member's enrollment in a health benefit plan as a private purchaser of the plan or as a participant in publicly financed programs of health care services. Provider will include the nondiscrimination provisions of this section in all subcontracts entered into to fulfill its obligations under this Agreement.

4.8.2 Employment. Provider recognizes that as a government contractor with the Federal Employees Health Benefits Program and The Centers for Medicare & Medicaid Services (CMS), Regence is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action, which may also be applicable to

subcontractors. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

4.9 NOTICE OF ACTIONS. Provider will notify Regence within fifteen (15) business days of the filing of any demand for arbitration or lawsuit against Provider by a Member. Provider will provide Regence with any pertinent information related to such arbitration demands and lawsuits that is requested by Regence. In addition, Provider shall promptly notify Regence of any legal or governmental action initiated against Provider, its employees, or its staff that could affect this Agreement or Provider's performance of this Agreement, including, but not limited to, any action for professional negligence brought by a Member, fraud, or violation of any law or against any license, certification, or accreditation.

4.10 QUALITY MANAGEMENT. Provider shall comply with the requirements of and participate in Regence's and/or other Payor's quality improvement program as specified on the Provider Web Site. Provider will provide quality improvement information pertaining to Provider and Provider's staff to Regence at Regence's request.

4.11 UTILIZATION REVIEW. Regence utilizes processes and systems for Utilization Management and quality management consistent with applicable federal and state laws, to promote adherence to accepted clinical standards and to encourage Participating Providers to avoid unnecessary and/or wasteful costs while acting in a manner consistent with sound medical judgment. To this end, Provider agrees to participate in, and to abide by Regence's Utilization Review, patient management, quality improvement processes and programs, and all other related programs as modified from time to time with respect to all Members as specified on the Provider Web Site.

4.12 REFERRALS. Provider agrees to refer Members only to Participating Providers, regardless of Member Contract, except in cases of an emergency. For the purpose of providing quality care to Members, Provider will notify Regence of any referral to a Non-Participating provider. In the event of referral to any Non-Participating provider and as permitted by law, Regence may hold Provider financially responsible for the cost of any resulting claims.

4.13 INFORMATION AND RECORDS.

4.13.1 Maintenance and Retention of Records. Provider will maintain medical and administrative records related to services provided to Members for a period of ten (10) years from the date of service or such longer period as required by state and federal law for retention of medical records.

Provider shall maintain Member medical records in a format that documents diagnosis, assessment, continuity of care and follow up, in conformity with generally accepted community standards.

Provider will maintain a contemporaneous, written record of all treatment for which payment is requested that supports the diagnosis, shows that the treatment was Medically Necessary and demonstrates that the services were indeed performed by Provider on the date claimed. Any alterations or amendments to these contemporaneous records must include the date and time of the alteration or amendment, be signed by the person making the alteration or amendment, refrain from obliterating or obscuring any prior documentation and be clearly identified and identifiable as an amendment or

alteration. Regence may deny claims in those cases where, in Regence's sole discretion, there is inadequate documentation of the services rendered, in which case Provider shall not bill the Member.

During an audit or review involving Provider's records, such records must be retained until all issues related to the audit are resolved. If the audit results in a good faith determination that the Provider engaged in a pattern of fraudulent or improper billing practice in violation of state law, federal law, or any provision of this Agreement or the Provider Web Site, Provider shall reimburse Regence for its reasonable costs incurred in conducting the audit.

4.13.2 Audit and Access to Records. Provider will provide Regence access to Member medical records, including access to electronic medical records (EMR), and will allow Regence to make or obtain copies of medical and administrative records directly related to services rendered to Members for purposes that may include, but are not limited to: Utilization Management, quality management, Medicare Stars ratings, risk adjustment, appropriateness of billing, Medical Necessity, credentialing and recredentialing, appeals, or other activities necessary to support the administration of a Member Contract or this Agreement. Access to, or copies of, records described in this section, including electronic records, shall be provided at no charge to Regence, Payors, or Members. Additionally, no subscription fee(s) will be assessed for use of the facility's EMR system. If Provider uses a vendor for records acquisition all fees related to a records request, will be the responsibility of the Provider. This provision will survive the termination of this Agreement.

4.13.2.1 Access to Records at Provider Locations. Provider agrees to provide Regence access to records at their location, upon written request by Regence no less than three (3) business days in advance, except when Regence determines there is a significant quality of care issue or risk that the Provider's documents may be altered, created or destroyed. In such case, Provider shall provide Regence with access to locations or records upon twenty-four (24) hours' notice.

4.13.2.2 Record Requests by Regence. Upon written request by Regence, Provider agrees to provide records not otherwise available through access to Provider's EMR within fourteen (14) calendar days of Regence's request for pre-pay reviews. For post-pay audits, Provider agrees to provide records not otherwise available through access to Provider's EMR within thirty (30) days of Regence's request. The request to Provider from Regence and the records submitted from Provider shall include dates of service, name of Member, diagnosis, description of services provided, any supporting documentation, medical and billing records. Records not produced in response to a request for a pre-pay review or a post pay audit within the time frame specified above will be deemed non-existent and will not be processed or paid until all requested records are received. For prepayment reviews or post payment audits, any statutory or contractual requirements for penalties and interest related to late claim payments will be made consistent with the date that Regence received from the Provider all the records that were requested relative to its review/audit. Provider shall send Regence copies of any records requested at no cost to Regence, Payors, or Members. Regence will limit the request to those records necessary to perform the audit.

4.13.2.3 Release of Records. Provider agrees to accept from Regence or its designee, as a legally sufficient release of Members' medical records, Members' participation under a Member Contract, and Regence will not be required to obtain additional medical release from a Member in order to access or make copies of Members' medical records. This provision will survive the termination of this Agreement.

4.13.2.4 Compliance. Record access and review will comply with all laws, statutes, and regulations pertaining to the confidentiality of Member records. These rights shall survive termination of this Agreement. Regence's remedies for the Provider's failure to cooperate with the record access and requests shall include, but not be limited to, one hundred percent (100%) review of Provider's current and future claims and supporting documentation prior to payment; recovery of payments made to Provider for past inappropriately billed claims, including denial of future inappropriately billed claims; and/or immediate termination of Provider's agreements with Regence.

- 4.14 SUBCONTRACTORS.** In the event Provider subcontracts with subcontractors for provision of Covered Services to Members, with the expectation of receiving payment directly or indirectly from Regence, such subcontractors must agree to abide by all appropriate provisions set forth in this Agreement, including, but not limited to, Section 5.9. As applicable under State and/or Federal Law, Regence reserves the right to review, approve, suspend or terminate any subcontracts as they pertain to Covered Services provided to Members.
- 4.15 PROVIDER DISCRETION.** Provider may decline to accept any Member whom Provider has previously discharged from care and may decline to accept a Member for professional reasons. Provider may withdraw from care of a Member when, in their professional judgment, it is in the best interest of the Member to do so.
- 4.16 PROVIDER-PATIENT RELATIONSHIP.** Please refer to the attached state addendum.
- 4.17 PRIOR AUTHORIZATION.** Provider shall obtain prior authorization, when such authorization is required and within the specified time period and in the manner specified on the Provider Web Site, prior to rendering applicable services to Members. Provider shall obtain prior authorization before delivering any services beyond those originally authorized. Except in the event of emergency, Regence is not obligated to compensate Provider for services provided when Provider has not first obtained a required prior authorization or approval from Regence.
- 4.18 ACCESSIBILITY.** Provider will provide or arrange for the provision of Covered Services to Members twenty-four (24) hours a day, seven (7) days per week.
- 4.19 LABORATORY SERVICES.** Upon request by Regence, Provider will provide full laboratory test values and/or data, that support initiatives including, but not limited to, HEDIS measures, Medicare Stars measures, or other quality programs and initiatives at no charge to Regence, Payor, or Member no later than 10 business days following discharge or completion of summaries by attending physicians.
- 4.20 DATA ACCURACY.** Provider agrees to provide Regence with what Provider believes is, to the best of its knowledge, accurate, complete, and truthful claims and encounter data. The claims and encounter data supplied by Provider to Regence will contain International Classification of Diseases, Tenth Revision, Clinical Modification ("ICD-10-CM") diagnosis codes accurately reflecting the diagnoses documented in the accompanying medical record.
- 4.21 MEMBERS TO BE HELD HARMLESS**
- 4.21.1 Member Hold Harmless.** Please refer to the attached state addendum.
- 4.21.2 Continue Providing Services.** Please refer to the attached state addendum.
- 4.21.3 Member Contract.** Please refer to the attached state addendum.
- 4.21.4 Charges to Members.** Please refer to the attached state addendum.
- 4.21.5 Survival of Termination.** Please refer to the attached state addendum.
- 4.21.6 Provider Contracts with Other Health Care Professionals.** Please refer to the attached state addendum.

V. PAYMENT AND BILLING

5.1 PAYMENT FOR COVERED SERVICES. Regence or Payor will reimburse Provider for Covered Services provided to Members in accordance with payment terms set forth and attached to this Agreement. Regence or Payor will not be liable to Provider for payment of applicable Coinsurance, Copayment, or Deductibles or for charges for Provider Services that are determined to be Non-Covered Services. Except as otherwise set forth in Section 5.7, Provider agrees to accept payment, subject to medical and reimbursement policies, as payment in full, whether that amount is paid in whole or in part by the Member, Regence, a Payor, or any combination of third-party Payors that may pay before Regence in the order of benefit determination.

Except as allowed by law, Regence or Payor will not make retroactive denials of Covered Services that were preauthorized or concurrently certified as Medically Necessary unless Regence or Payor finds in good faith that the information supplied for review was substantially inaccurate, incomplete, or misleading, when services submitted on a claim differ from the services approved in the prior-authorization, or the Member was ineligible for Covered Services when the service or supply was provided.

5.2 PAYMENT FOR INELIGIBLE MEMBERS. Except as required by law, neither Regence nor Payor is obligated to make payment to Provider for services provided to any individual who is not, at the time such services are rendered, a duly eligible Member. The fact that an individual possesses an identification card shall not obligate Regence or Payor to pay for or provide coverage if, on the date(s) that such services were rendered, the individual is, or is later found to have been, ineligible for coverage under a Member Contract. Authorization by Regence or Payor to provide services to Members does not guarantee that the Member is eligible for benefits on the date of service and/or that the services furnished are Covered Services under the Member Contract.

5.3 PROMPT PAYMENT OF CLAIMS. Please refer to the attached state addendum.

5.4 COPAYMENTS, COINSURANCE, AND DEDUCTIBLES. Provider will not bill, charge, collect a deposit from, seek remuneration or payment from, or require pre-payment by Members as a condition to rendering Covered Services except for amounts attributable to Copayments, Deductibles, and/or Coinsurance. In the event Provider collects Copayment, Coinsurance, or Deductibles prior to delivery of Covered Services, Provider agrees to refund to Member any overpayments paid by Member within thirty (30) days after receiving a determination of the claim by Regence or Payor. Regence or Payor shall be responsible for only the amount due for Covered Services rendered to a Member less the Member's Copayment, Coinsurance, and/or Deductible, as applicable. Except for infrequent and isolated waivers for charitable purposes, Provider shall charge to and make reasonable attempts to collect from Members all Copayments, Coinsurance and Deductibles. The parties agree that Regence may deny all or part of claims if Provider fails to make a reasonable attempt to collect Copayments, Coinsurance and Deductibles.

5.5 OVERPAYMENTS AND ADJUSTMENTS.

5.5.1 Overpayments. Please refer to the attached state addendum.

5.5.2 Refunds and Adjustments. Please refer to the attached state addendum.

5.6 CLAIM SUBMISSION. Provider agrees to submit claims for Covered Services electronically, as prescribed by Regence, CMS regulation or as required by law. Claims shall be submitted within ninety (90) days of the date of service or as otherwise required by law. Except as otherwise set forth in Section 5.7, claims not submitted within the specified time frame(s) shall be disallowed and the Provider shall not bill the Member, Regence or Payor for services or supplies associated with such claims. Provider shall not bill Regence for more than Provider's usual and customary fee for the services rendered, nor shall Provider bill services provided to Members with health care coverage at a rate higher than Provider bills services provided to Members without health care coverage.

5.7 COORDINATION OF BENEFITS. Regence and Provider will cooperate to exchange information relating to coordination of benefits with regard to Members and will comply with the following requirements:

5.7.1 Regence or Payor as Primary Payor. When a Member's coverage under Regence or Payor is determined to be primary under applicable coordination of benefits rules, Regence or Payor shall pay Provider in accordance with this Agreement for Covered Services provided to Member without regard for the obligations of any secondary Payors.

5.7.2 Regence or Payor as Secondary Payor. Provider will bill a payor which may be primary under applicable coordination of benefits rules for Covered Services provided to Members when information regarding such primary payor becomes available to Provider and whenever so requested by Regence. Provider will notify Regence when it obtains information regarding such primary payor and will make such information available to Regence. When another payor is primary, Provider will follow that payor's billing rules, including but not limited to the primary payor's limitations on billing. When it is determined that a Member's coverage, under Regence or Payor, is secondary under applicable coordination of benefits rules, Regence or Payor will pay Provider an amount no greater than that which, when added to amounts payable to Provider from other sources under applicable coordination of benefits rules, equals one hundred percent (100%) of Provider's payment for Covered Services pursuant to this Agreement, but may be less as determined by the terms of the Member Contract. Regence will not reimburse claims submitted more than 60 days after payment by the Primary Payor in adherence with CMS regulation or as required by law.

5.8 APPROPRIATE BILLING. Provider agrees to use the most appropriate, current, and specific coding when billing for services rendered. Provider will not engage in misleading billing practices or otherwise interfere with timely and accurate claims adjudication. Such practices include, but are not limited to:

- a. Billing for services not rendered by the Provider or entities legally owned and operating under Provider's tax identification number and national provider identifier (NPI);
- b. Billing for services that cannot be substantiated from written or electronic medical records;
- c. Failing to supply information requested by Regence for claims adjudication;
- d. Incorrect coding such as but not limited to MS-DRG, CPT, and Revenue coding;
- e. Itemized bills that are not consistent with the electronic claim submission.

5.9 LIMITATIONS ON BILLING MEMBERS. Provider agrees that in no event, including, but not limited to: nonpayment by Regence or Payor, determination that the services furnished were Non-Covered Services; Provider's failure to submit claims within the specified or a regulated time period; Regence or Payor's insolvency; Provider's failure to comply with Regence care management, Utilization Management, and/or quality initiatives, including required pre-authorizations and other administrative requirements or guidelines; denial of payment due to Provider's failure to comply with the terms of this Agreement; and/or, breach of this Agreement by Provider will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or payment from, or have any recourse against a Member or persons acting on behalf of the Member, other than Regence or Payor, for Covered Services provided pursuant to this Agreement, except as described in Section 5.9.1 or unless the Member fails to provide coverage information.

This provision will not prohibit collection of the established Deductibles, Copayments, and Coinsurance within the terms of the Member Contract, nor will it prohibit Provider from (a) collecting payment from third-party Payor(s) with primary or secondary responsibility in accordance with Section 5.7, or (b) collecting payment from Members for Non-Covered Services or not Medically Necessary services in accordance with Section 5.9.1.

5.9.1 Limitations on Billing Members for Not Medically Necessary or Non-Covered Services. Provider may bill a Member for Non-Covered Services or not Medically Necessary services, as determined by Regence, Payor, or their designees, only after obtaining appropriate written Member Consent, which lists the specific service, at least twenty-four (24) hours in advance of Provider Services being provided. Neither Regence nor Payor shall be liable for any amounts associated with services or supplies that are determined by Regence, Payor, or their designees to be Non-Covered Services or not Medically Necessary services. Provider may not bill Members for services that are deemed to be not Medically Necessary or Non-Covered through an adverse determination in any of Regence's appeal processes. In no event will Regence or Payor be responsible for any amount owed by Member to Provider for Non-Covered Services in the event that Provider is unable to collect such amount from Member.

5.9.1.1 Member Consent. At a minimum, the written Member Consent must include the following information: Member name, specific service or supply, expected date of service, condition and diagnosis, a statement informing the Member that the service or supply may be a Non-Covered Service or not Medically Necessary service, an estimation of the cost of the service, and a statement in which the Member agrees to pay for the Non-Covered Service or not Medically Necessary service. The written Member Consent must be signed by the Member, Member's guardian, or Member's authorized health care representative and maintained in the Provider's records. Provider agrees not to bill Regence, Payor, or Member any amount owed for not Medically Necessary or Non-Covered Services or supplies if Provider fails to obtain written Member Consent.

5.9.2 CONTINUATION OF LIMITATIONS. Provider agrees that (a) the provisions in Section 5.9 shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members; and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and Member, or persons acting on behalf of the Member.

5.10 PROVIDER NETWORKS. Provider agrees to provide Covered Services to any Member under any Provider Network in which Provider participates pursuant to the terms of this Agreement and any addenda or exhibits attached hereto. Nothing in this Agreement gives Provider the right to participate in any new provider networks or lines of business developed by Regence.

VI. CONFIDENTIALITY

6.1 CONFIDENTIAL AND PROPRIETARY INFORMATION. As used in this Agreement, "Regence Confidential and Proprietary Information" means: (a) proprietary information of Regence in whatever form (hard-copy, electronic, on-line, encoded disk, etc.); (b) information marked or designated by Regence as confidential or proprietary; (c) claims and health information that Regence treats as confidential, including raw claims data, claim data extracts, utilization information, and health information specific to a particular Member or his/her dependents; (d) the names, addresses, and telephone numbers of all Members and employer groups; (e) this Agreement; and (f) other information provided by Regence, which Regence is obligated to keep confidential. "Regence Confidential and Proprietary Information" excludes any information now or hereafter voluntarily disseminated by Regence to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.

As used in this Agreement, "Provider Confidential and Proprietary Information" means (a) information related to an arbitration proceeding; (b) this Agreement; and (c) information marked or designated by Provider as confidential or proprietary. Provider Confidential and Proprietary Information excludes any information now or hereafter voluntarily disseminated by Provider to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.

Regence Confidential and Proprietary Information and Provider Confidential and Proprietary Information collectively shall be hereafter referred to as "Confidential and Proprietary Information." Confidential and Proprietary Information may be used by Provider and Regence as follows:

- a. For patient care;
- b. For populating a Member's personal health record;
- c. For administrative, payment, and/or management functions, including, but not limited to, medical review, quality management, provider Credentialing, and peer review; and
- d. For purposes of reviewing Provider's catastrophic expenses and billing Provider's catastrophic reinsurance carrier.

6.2 NON-DISCLOSURE AND NON-USE. Each party recognizes and acknowledges that it shall, in fulfilling its obligations under this Agreement, necessarily become conversant with the other party's Confidential and Proprietary Information that is not generally available to the public and that except as otherwise allowed by law or this Agreement, it would be irreparably damaging to the relevant party and its affiliates, employees, representatives, or agents to disclose such Confidential and Proprietary Information. Either party may seek relief for breach of this Agreement.

Provider agrees that unless required by law or permitted pursuant to applicable provisions of 45 CFR parts 160 and 164, Provider shall not disclose any Regence Confidential and Proprietary Information without the prior written consent of Regence. In the event Provider's employees have the need to know such Regence Confidential and Proprietary Information for the limited purpose of performing the obligations under this Agreement, Provider shall first inform each employee of the confidential nature of the information and the relevant terms of this Agreement related to confidentiality. In the event Provider obtains consulting services from a third party that has access to this Agreement, Provider shall obtain a written confidentiality statement signed by the third party acknowledging its written agreement to be bound to the confidentiality terms of this Agreement and provide a copy to Regence within ten (10) business days.

6.3 SAFEGUARD OF CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party agrees to exercise no less care in safeguarding the other party's Confidential and Proprietary Information against loss, theft, or other inadvertent disclosure than the party exercises in safeguarding the confidentiality of its own Confidential and Proprietary Information. In no event shall either party use less than reasonable care in safeguarding the other party's Confidential and Proprietary Information.

6.4 CONFIDENTIALITY OF MEDICAL RECORDS. Provider will maintain the confidentiality of information contained in Members' medical records including Member identifiable information and will only release such records: (a) to Regence upon request and as is necessary to comply with the terms of this Agreement; (b) subject to applicable laws; (c) as necessary to other providers treating the Member; (d) to Provider's medical review committees; or (e) with the consent of the Member.

6.5 RATE INFORMATION. Notwithstanding the above, Regence may disclose to Participating Providers the information and data required to allow those Participating Providers to effectively manage the quality, care, and cost of Members Regence has attributed to them.

6.5.1 Disclosure of Rates to Members. Notwithstanding any other provision of this Agreement to the contrary, either party may disclose to Members the Member's actual or estimated cost-sharing amount (e.g., Copayment, Deductible, and/or Coinsurance) for a Covered Service, to explain claims payment and to facilitate informed decisions regarding health care services use and cost. The parties understand that in some cases, the cost-sharing amount may be equal to the allowed amount for services under the Agreement.

- 6.6 THIRD-PARTY SERVICES.** In the event Provider utilizes any third-party service provider in any matter that involve claims data or any Provider or Regence Confidential and Proprietary information, Provider shall ensure that such third party executes a business associate agreement and complies with all applicable state and federal laws that relate to privacy. In addition, Provider shall be responsible for notifying Regence of the name and address of any third-party service providers that, in performing Provider duties, are given access to any Provider or Regence Confidential and Proprietary Information and that the third-party service provider has the authority to act on behalf of the Provider. If Provider changes such third-party service provider, Provider shall notify Regence of the change within ten (10) business days.
- 6.7 SURVIVAL.** The obligations set forth in this Article VI will survive the termination of this Agreement and shall continue for so long as either party possesses any of the other party's Confidential and Proprietary Information, regardless of the reason, or lack thereof, for termination of this Agreement.

VII. TERM AND TERMINATION

- 7.1 TERM.** The "Initial Term" of this Agreement shall be one (1) year from the Effective Date of this Agreement. Thereafter, this Agreement shall continue from year to year unless terminated.
- 7.2 TERMINATION WITHOUT CAUSE.** This Agreement, or participation in any provider network addendum attached thereto, may be terminated without cause by either party, after the Initial Term, with at least one hundred and twenty (120) days' advance written notice to the other party, in accordance with Section 9.3. This option may be exercised by either party for any reason and does not require either party to establish or prove that there is cause for the termination or to disclose the basis of its decision to the other party. Both parties agree to accept the other's decision on termination as final, without recourse to further external, internal, judicial, or arbitral process. In the event of a termination, the parties shall have no right to claim and do hereby waive and release any claim for damages that may result from or arise out of that termination, other than any claim that the parties may have for Covered Services rendered to Members prior to the effective date of the termination.
- 7.3 TERMINATION FOR CAUSE.** This Agreement may be terminated for cause due to a breach of any material term, covenant or condition at any time by either party upon at least thirty (30) days' prior written notice of such termination, in accordance with Section 9.3. Such notice shall specify the reason(s) for termination. The other party shall be provided thirty (30) days from the date of receipt of the notice of termination to correct the breach to the satisfaction of the party requesting termination. The thirty (30) day cure period may be extended upon mutual written consent of both parties. Should the breach not be corrected within the thirty (30) day cure period or any agreed upon extensions to the cure period, this agreement will terminate.
- 7.4 IMMEDIATE TERMINATION.** Notwithstanding any other provision of this Agreement, Regence may terminate this Agreement immediately upon notice to Provider, in accordance with Section 9.3, in the case of any of the following:
- 7.4.1** Expiration, suspension, restriction, revocation, or non-renewal of required federal, state, or local licensure or certificates that would affect the provision of Covered Services to Members.
 - 7.4.2** Expiration, suspension, restriction, revocation, or non-renewal of Regence's licensure that would affect the ability of Regence to conduct the business of administering and funding Member Contracts.
 - 7.4.3** Continued participation under this Agreement may adversely affect the health, safety or welfare of any Member.
 - 7.4.4** Failure to maintain liability insurance, in amounts required by Regence's credentialing criteria.

- 7.4.5 Failure to comply completely with Regence Credentialing or Recredentialing standards or procedures then in effect.
- 7.4.6 Debarment, suspension, or exclusion of Provider from any government-sponsored program.
- 7.4.7 Deliberate misrepresentation or falsifying any information supplied by Provider to Regence, including but not limited to medical record information.
- 7.4.8 Engagement in fraud or deception or knowingly permitting fraud or deception by another, in connection with Provider's obligations under this Agreement.
- 7.4.9 Any final legal or governmental action against Provider which impairs Provider's ability to carry out its duties and obligations under this Agreement.
- 7.4.10 Failure to comply with Regence's care management programs, Utilization Management, and Quality Improvement Activities.
- 7.4.11 Failure to comply with the provisions of this Agreement regarding the limitations on billing Members.
- 7.4.12 Any action or communication that fundamentally undermines or could fundamentally undermine the confidence of Members, potential Members, their employers, unions, physicians, other health care professionals, or the public in Regence or in the quality of care provided to Members.

Any termination under this provision may be appealed by Provider in accordance with Article VIII of the Agreement.

- 7.5 **CONTINUATION OF SERVICES.** Upon termination of this Agreement, Regence and Payor will direct Members to Participating Providers. Provider's obligation to provide Covered Services in accordance with the terms of this Agreement to Members will continue for a period of twelve (12) months following the termination effective date ("Continuation Period"). During this Continuation Period, the payment terms defined in the current Attachment A to this Agreement shall prevail. Continuation of Services may not be applied to providers who retire and permanently close their practice, or no longer render services in Regence's service area.
- 7.6 **OBLIGATION TO COOPERATE.** Upon notice of termination, and in accordance with Section 7.5 above, Providers will cooperate with Regence in the orderly transfer of Members' care, including the provision of copies of records to other Participating Providers, at no charge to Regence, Payors or Members. The parties will cooperate on promptly resolving any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. This provision will survive termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may seek damages for breach of this provision.
- 7.7 **NOTICE TO MEMBERS.** Upon notice of termination of this Agreement, Regence will provide notice of the impending termination to Members currently under the treatment of Provider. In the event of immediate termination, Regence will notify its Members as soon as is practical of Provider's termination. Provider agrees to refrain from any action that interferes with the relationship between Regence and its existing or prospective Members or Participating Providers.

VIII. DISPUTE RESOLUTION

- 8.1 **MEMBER COMPLAINTS.** Provider agrees to cooperate fully with Regence in the investigation and resolution of Member complaints and grievances concerning health care services provided under this Agreement. Upon request, Provider will furnish Regence with a copy of its procedures for handling Member complaints.
- 8.2 **INTERNAL PROVIDER APPEAL PROCESSES.** Please refer to the attached state addendum.

- 8.3 POST-APPEAL PROCESSES.** Please refer to the attached state addendum.
- 8.4 FAILURE TO TIMELY APPEAL.** If the disputing party (i.e., the party that requests or initiates the post-appeal process) fails to request or initiate a post-appeal process as required by this Agreement, and within the time frames prescribed in this Agreement, Regence's last determination on the disputed issue(s) shall be deemed final and binding. In addition, the disputed issue(s) shall be conclusively deemed to have been waived by the disputing party and shall not be the subject of any further post-appeal process. Once the decision is deemed final, nothing in this Agreement shall prevent the prevailing party from pursuing remedies available to it, including without limitation a judicial remedy, to collect any amounts owed to it by the other party. Also, nothing in this Agreement shall prevent a party from asserting defenses, claims, causes of action, or demands in response to a post-appeal process initiated by the disputing party. This provision shall survive termination of this Agreement.
- 8.5 PRECEDENTIAL EFFECT OF DECISIONS.** The parties agree that any disputes that arise under this Agreement shall be considered independently and on their own merits without regard for any other determination made by a third party through one of the post-appeal processes or by Regence through the internal provider appeal process or otherwise. The parties agree that none of the determinations made under this Agreement through one of the dispute resolution processes described above shall be used as precedent for other disputes that may arise between Regence and any Participating Provider or between Regence and any third party. This provision shall survive termination of this Agreement.

IX. GENERAL PROVISIONS

- 9.1 AMENDMENTS WITH NOTICE.** Regence may amend this Agreement by providing ninety (90) days' prior written notice to Provider in accordance with Section 9.3.2. If Provider objects to the amendment, Provider may terminate the Agreement by giving Regence written notice no later than thirty (30) days after receipt of the written notice of the amendment. Said termination shall be effective at the end of the ninety (90) day notice period, unless within sixty (60) days of the date of the notice of amendment, Regence gives Provider written notice that it will not implement the amendment. Regence reserves the right to update any document, attachment or addendum to this Agreement to restate Provider's network participation status and will provide such notice with no less than ninety (90) days' prior written notice to Provider.
- 9.2 AMENDMENTS REQUIRED BY LAW.** If state or federal laws or regulations require a change to any provision of this Agreement, this Agreement will be deemed amended to conform to the law or regulation on the date the law or regulation becomes effective. Regence will use reasonable efforts to provide Provider prior written notice of such changes.
- 9.3 NOTICES AND COMMUNICATION BETWEEN THE PARTIES.**
- 9.3.1 Notices/Communications Containing Confidential and/or Protected Health Information.** If a notice or communication includes information that is confidential and proprietary information to either or both parties and/or that includes Protected Health Information ("PHI") as defined under Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201 et seq.), then the following restrictions must be observed when communicating such information.
- a. U.S. mail/certified mail/overnight delivery—No additional requirements.
 - b. Provider Web Site—Not a permitted method of notice or communication for confidential information and PHI, unless the web site is secured or the information is appropriately encrypted.
 - c. Electronic mail—Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.

- d. **Facsimile Transmission**—The information must be prefaced by a formal cover sheet noting the confidentiality of such information.

9.3.2 All Other Notices. Notices and communications between the parties, which are necessary for the proper administration of this Agreement, will be communicated via regular U.S. mail, Provider Web Site or electronic mail, and when applicable, in accordance with Section 9.3.1, with the exception of notices related to termination or requests for mediation or arbitration, which must be sent via certified mail, return receipt requested to the address defined in Section 9.3.4.

9.3.3 When Made. Notices and communications will be deemed to have been made on the date of certified delivery, date postmarked, or electronically date stamped based on the method of notice specified in Section 9.3.

9.3.4 Address for Notices. Notices and communications required under this Agreement to Provider shall be sent to: (a) the postal address of Provider's billing service location; or (b) the electronic mail address designated by Provider for electronic notices, indicated on the signature page of this Agreement. Notices to Regence shall be sent to the Contract Notice address listed in the Contact Us section of the Provider Web Site.

9.3.4.1 Notice of Change in Regence Address. Regence agrees to provide ninety (90) days' advance written notice to Provider of a change in Regence's mailing address.

9.3.4.2 Notice of Change in Provider Address. Provider agrees to provide ninety (90) days' advance written notice to Regence of a change in: (a) Provider's physical address, (b) Provider's billing address, and/or (c) Provider's electronic mail address.

9.4 USE OF NAME. Provider consents to the use of Provider's name and other identifying and descriptive material in provider directories. Provider consents to Regence's use of Provider's name on Regence's web site, directories, or lists to identify Provider as contracted. Any other use of Provider's name and other identifying and descriptive material by Regence requires review and written approval by Provider prior to use. Any use of Regence's names, logos, trademarks, or service marks in promotional materials or similar use requires review and written approval by Regence prior to use. Regence consents to Provider's use of Regence's name on Provider's web site, directories, or lists to identify Regence as a health plan with whom Provider is contracted.

9.5 INDEMNIFICATION. To the extent not otherwise inconsistent with the laws of the relevant jurisdiction, each party will indemnify and hold harmless the other and its officers, directors, agents, and employees, individually and collectively, from all fines, claims, demands, suits, or actions of any kind or nature arising by reason of the indemnifying party's negligent or intentional acts or omissions in the course of its performance of its obligations under this Agreement.

9.6 SEVERABILITY. If any provision of this Agreement is determined unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.7 BANKRUPTCY. If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of federal or state law. Any such suspension of further performance by a non-filing party will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.

9.8 ASSIGNMENT. Neither party shall assign any rights or delegate any obligations hereunder without the written consent of the other party, provided, however, that any reference to Regence herein shall include any successor in interest and that Regence may assign its duties, rights, and

interests under this Agreement in whole or in part to a Regence affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.

- 9.9 WAIVER OF BREACH.** Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of that same or different provision. No party will be deemed to have waived that party's rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative.
- 9.10 FORCE MAJEURE.** Neither party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control, including, without limitations, acts of God, war, or insurrection, terrorism, flood or storm, strikes, or rule or action of the government or agency. The parties shall make a good faith effort, however, to assure Members have access to services consistent with applicable law, despite such events.
- 9.11 GOVERNING LAW / VENUE.** Please refer to the attached state addendum.
- 9.12 ENTIRE AGREEMENT/SUPERSESION.** This Agreement and its exhibits, attachments, amendments and addenda constitute the entire Agreement between the parties with regard to the subject matter herein and supersede any prior written or oral agreements between the parties or their affiliates with regard to the same subject matter.
- 9.13 CHANGES TO MEMBER CONTRACTS.** Regence or Payor may change, revise, modify or alter the form and/or content of any Member Contract without prior approval and/or notice to Providers. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Contract.
- 9.14 AUTHORITY TO BIND PROVIDERS.** Each of the persons executing this Agreement on behalf of Regence and Provider represents and warrants that he or she has the authority to bind his or her respective principals and affiliates listed in Attachment B as applicable and that the respective Parties have the full authority to bind all relevant parties, agents, and affiliates to the terms referenced in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

UNDER PENALTIES OF PERJURY, I (Provider) certify that:

1. The number(s) shown on this form or otherwise set forth on a subsequent Attachment to this Agreement is/are the correct taxpayer identification number (or Provider is waiting for a number to be issued), **and**
2. Provider is not subject to backup withholding **(a)** exempt from backup withholding, or **(b)** have not been notified by the Internal Revenue Service (IRS) that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified Provider that it is no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

CROOK COUNTY HEALTH DEPARTMENT

REGENCE BLUECROSS BLUESHIELD OF OREGON



Signature of Authorized Representative

Signature of Authorized Representative

Print Name

Gillian Hays, VP Network Management

Name and Title of Authorized Representative

Title

Date

Date

Name of Provider as it corresponds to this
Taxpayer Identification Number

936002290

Taxpayer Identification Number

Email Address

**REGENCE BLUECROSS BLUESHIELD OF OREGON
PARTICIPATING PROFESSIONAL SERVICES AGREEMENT
OREGON STATE ADDENDUM**

This Addendum to the Participating Professional Services Agreement (the "Agreement") is entered into and made part of the Agreement between Regence BlueCross BlueShield of Oregon ("Regence") and **CROOK COUNTY HEALTH DEPARTMENT** ("Provider"), to recognize additional provisions that apply to Member Contracts sponsored, issued or administered by, or accessed through Regence that may be subject to regulation under Oregon law; and for which Oregon laws may control.

Regence and Provider each agree to be bound by the terms and conditions contained in this Addendum. In the event of a conflict or inconsistency between this Addendum and any term or condition contained in the Agreement, this Addendum shall control. This Addendum will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, effective as of the date of such changes. Except as specifically amended herein, all terms and conditions of the Agreement remain in effect.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 1.7 MEDICALLY NECESSARY or MEDICAL NECESSITY:** Health care services or supplies that a physician or other health care professional, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, injury, disease, or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site, and duration, and considered effective for the patient's illness, injury, or disease; (c) not primarily for the convenience of the patient, physician, or other health care professional; and (d) not more costly than an alternative service or sequence of services or supplies that are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in applicable peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of physicians and other health care professionals practicing in relevant clinical areas and any other relevant factors.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 3.1 PAYMENT.** Regence or Payor will compensate the Provider for Medically Necessary Covered Services provided to Members in accordance with this Agreement and Regence's or Payor's claims payment policies.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.2 COMPLIANCE WITH POLICIES AND GUIDELINES.** Provider will comply with rules, guidelines, policies, and procedures whether outlined in this Agreement, or Provider Web Site. To the extent of any inconsistency between this Agreement and the Provider Web Site, this Agreement shall control. Regence may revise the rules, guidelines, policies, and procedures with sixty (60) days' notice. If Provider objects to a change in rules, guidelines, policies, and procedures on the Provider Web Site, Provider may elect to terminate this Agreement pursuant to Article VII of this Agreement.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

- 4.16 PROVIDER-PATIENT RELATIONSHIP.** Providers will maintain the provider-patient relationship with Members, and Providers will be solely responsible for medical advice to and treatment of Members and for the provision of all health care services set forth in the Member Agreement, in accordance with accepted professional standards and practices. Providers may freely communicate with Members regarding available treatment options, including medication treatment options, regardless of benefit limitations or exclusions in the applicable Member Agreement.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.1 Member Hold Harmless. Provider hereby agrees that in no event, including, but not limited to, nonpayment by Regence, Regence's insolvency, or breach of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or person acting on their behalf, other than Regence, for services provided pursuant to this Agreement. This provision does not prohibit collection of Deductibles, Coinsurance, Copayments, and/or payment for Non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Members in accordance with the terms of the Member's Member Contract.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.2 Continue Providing Services. Provider agrees, in the event of Regence's or Payor's insolvency, to continue to provide Covered Services as promised in this Agreement to Members under the Provider's care until the greater of (i) the Member's discharge from inpatient facilities; or (ii) the duration of the period for which premiums on behalf of the Member were paid to Regence or Payor. The provision of such services and the payment to Provider for these services will be subject to the applicable terms of this Agreement and on the same basis as those services provided prior to insolvency.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.3 Member Contract. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Member Contract.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.4 Charges to Members. In no event will the charge to a Member for Deductibles, Coinsurance or Copayments exceed the amounts established by Regence or Payor, subject to the terms of the "Coordination of Benefits" section of the Agreement.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.5 Survival of Termination. Provider further agrees that (i) the above provisions will survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Members, and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Provider and Member or persons acting on their behalf.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

4.21.6 Provider Contracts with Other Health Care Professionals. If Provider contracts with other health care providers who agree to provide Covered Services to Members of Regence or Payor with the expectation of receiving payment directly or indirectly from Regence or Payor, such providers must agree to abide by the above provisions.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.3 PROMPT PAYMENT OF CLAIMS. Regence will pay or deny clean claims in accordance with the prompt payment rules set forth in applicable Oregon state law. If Regence requires additional information to process a claim, Provider will provide such information at no charge. Once the additional information is received by Regence, Regence will process the claim in accordance with the standards required by state law. For purposes of this Section 5.3, a "clean claim" means a claim under a Member Contract that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment.

To the extent required by Oregon state law, Regence will pay simple interest at the rate of one percent (1%) per month on payable clean claims not paid by Regence within thirty-one (31) days of receipt. Such interest will be calculated based on the amount to be paid to Provider for the Covered Services and will be added to Provider's payment without further claim submission from Provider. Notwithstanding the foregoing, neither Regence nor Payor will be subject to interest, penalties, or late fees that may be established by Oregon state law for clean claims for Covered Services provided to Members pursuant to a Member Contract with, or on behalf of, the federal government or otherwise pursuant to federal law, including, but not limited to, those under the Federal Employees Health Benefits Program, Medicare, and self-funded health plans.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.5.1 Overpayments. Regence or Payor may request a refund from Provider of a payment previously made to satisfy a claim within eighteen (18) months after the date that the payment was made or, in the case of a claim involving the coordination of benefits, within thirty (30) months of such date. Any such request must be in writing and must specify why Regence or Payor believes that Provider owes the refund. In the case of a claim involving the coordination of benefits, the request must include the name and mailing address of the other entity that has primary responsibility for payment of the claim. If Provider fails to contest a refund request in writing to Regence or Payor within thirty (30) days of receiving the request, the request is deemed accepted and Provider must pay the refund within thirty (30) days after the request is deemed accepted. If Provider has not paid the refund within thirty (30) days after the request is deemed accepted, Regence or Payor may recover the amount through an offset to a future claim. The parties agree that this Section does not apply in cases of fraud.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

5.5.2 Refunds and Adjustments. Provider may request additional payment from Regence or Payor to satisfy a claim within eighteen (18) months after the date that the claim was denied or payment intended to satisfy the claim was made or, in the case of a claim involving the coordination of benefits, within thirty (30) months of such date. Any such request must be in writing and must specify why Provider believes that Regence or Payor owes the additional payment. In the case of a claim involving the coordination of benefits, the request must include the name and mailing address of any entity that has disclaimed responsibility for payment of the claim. The original claims decision will be final and binding unless Provider requests additional payment within the eighteen (18) or thirty (30) month time periods, as applicable. The parties agree that this Section does not apply in cases of fraud.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

8.2 INTERNAL PROVIDER APPEAL PROCESSES. Regence shall maintain one or more internal provider appeal processes to adjudicate disputes that may arise between a Participating Provider and Regence. Regence's internal provider appeal processes are set forth on the Provider Web Site, which is incorporated herein by reference. Unless otherwise indicated herein or in the Provider Web Site, the Participating Provider must exhaust the applicable provider appeals process before initiating any of the post-appeal processes set forth herein.

If the Participating Provider submits a dispute to the internal provider appeal process, and Regence fails to render a timely decision based on the time frames described in the Provider Web Site, Provider may bypass the provider appeal process and proceed directly to one or more of the post-appeal processes described below.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

8.3 POST-APPEAL PROCESSES. If, after the exhaustion of the applicable internal provider appeal process, either party is dissatisfied with the outcome of the internal provider appeal and wants to

further dispute the issue(s), the disputed issue(s) must be submitted to one or more of the processes as described below. Any prerequisites to initiating one of the processes described below must be met before the process can be initiated.

8.3.1 Binding External Review. For disputes that have exhausted the billing dispute and Medical Necessity/investigational procedure appeal process, the Participating Provider may elect to resolve the disputed issue(s) by binding external review, if certain conditions are met. In all cases, if a dispute is submitted to external review, the decision of the external reviewer is binding and is the final decision on the disputed issue. Disputes submitted to external review shall not be submitted to mediation or arbitration as provided herein. A description of the external review process and any prerequisites to initiating the external review process can be found on the Provider Web Site. Disputes that do not meet the criteria to be submitted to binding external review may be submitted to binding external review only upon mutual written agreement of the parties.

8.3.2 Mandatory Non-Binding Mediation. For disputes that have not been or cannot be submitted to external review, the disputed issue(s) must be submitted to mandatory non-binding mediation prior to seeking arbitration. Mandatory non-binding mediation must be requested within sixty (60) days following the date of Regence's decision on Provider's last internal provider appeal. Where Provider is allowed to bypass the internal provider appeal process as provided herein, mandatory non-binding mediation must be requested within sixty (60) days from the last day Regence has to timely respond to a dispute. Provider and Regence shall each bear their own costs of mediation and shall split equally the costs of the third-party mediator.

8.3.3 Binding Arbitration. If, after exhausting Regence's internal provider appeals process and mandatory non-binding mediation, either party is still dissatisfied with the outcome and wants to further dispute the issue(s), the disputed issue(s) must be submitted to binding arbitration. Such arbitration must be initiated by making a written demand for arbitration on the other party. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute, and the relief requested.

The arbitration shall be conducted in a city within reasonable distance of both parties and mutually agreed upon by both parties. The parties agree that the dispute shall be submitted to one (1) arbitrator mutually selected by the parties. If the parties cannot agree on an arbitrator, they shall obtain a list of ten (10) possible arbitrators from a neutral source, such as the Judicial Arbitration and Mediation Services (JAMS), and shall strike arbitrators from the list in turn, beginning with the party who won a coin toss, until only one arbitrator remains. The remaining arbitrator shall hear the dispute. The parties shall share equally the fee of the arbitrator, excluding the filing fee, if any, incurred in commencement of the proceeding. The parties shall have the right to make substantive motions. The arbitrator shall be bound by applicable federal and state law and shall render a written decision within thirty (30) days of the hearing. The arbitrator shall award the prevailing party any applicable filing fees and arbitrator's fees paid by the prevailing party. The arbitrator also may award the prevailing party attorneys' fees and costs associated with the arbitration proceeding. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The referenced section of the Agreement is deleted in its entirety and replaced with the following:

9.11 GOVERNING LAW / VENUE. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

REGENCE BLUECROSS BLUESHIELD OF OREGON DATA ACCESS, USE, AND TRANSFER ADDENDUM

This Addendum ("Addendum"), effective ("Effective Date") is entered into by and between Regence BlueCross BlueShield of Oregon ("Regence") and **CROOK COUNTY HEALTH DEPARTMENT**, and each entity set forth on Attachment B as applicable (collectively "Provider").

As part of the Agreement, Regence will disclose to Provider Regence Confidential and Proprietary Information, defined below, provided that the Provider agrees to the following terms of this Addendum.

I. DEFINITIONS

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** As used in this Addendum, "Regence Confidential and Proprietary Information" means: (a) proprietary information of Regence in whatever form (hard-copy, electronic, on-line, encoded disk, etc.); (b) information marked or designated by Regence as confidential or proprietary; (c) claims and health information that Regence treats as confidential, including raw claims data, claim data extracts, utilization information and health information specific to a particular Member or his/her dependents; (d) the names, addresses and telephone numbers of all Members and employer groups; (e) this Agreement; and (f) other information provided by Regence, which Regence is obligated to keep confidential. "Regence Confidential and Proprietary Information" excludes any information now or hereafter voluntarily disseminated by Regence to the public, which otherwise becomes part of the public domain through lawful means, or which is required to be disclosed by or to a government agency publicly.
2. **PERSON** means any natural person, corporation, limited liability company, partnership, trust, organization, association or other entity, including any government entity.
3. **REPRESENTATIVES** means directors, officers, managers, employees, partners, affiliated entities (i.e., an entity controlling, controlled by, or under common control with either Regence or Provider), subcontractors, agents, consultants, advisors and other authorized representatives.
4. **SECURITY INCIDENT** means the HIPAA Security Rule which defines a security incident as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

II. PROVIDER OBLIGATIONS

1. **Purpose and Use.** The Provider will hold the Regence Confidential and Proprietary Information in confidence and will use the Regence Confidential and Proprietary Information for the sole and limited purpose for which it was disclosed, namely, providing the services set out in the Agreement ("Purpose"). Provider shall make reasonable efforts to use, disclose and request only the minimum amount of Regence Confidential and Proprietary Information necessary to accomplish the intended purposes of the use, disclosure, or request. The Provider agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under the Agreement.

Without limiting the foregoing, the Provider will not, in whole or in part, use the Regence Confidential and Proprietary Information in either aggregate or de-identified form: (i) for any purpose other than the Purpose; (ii) to provide services to any other party; or (iii) for its own benefit to develop normative and benchmarking data, internal or external research, analysis and product development, without the prior written consent of Regence.

2. **Resale of Regence Confidential and Proprietary Information.** The Provider will not resell Regence Confidential and Proprietary Information.
3. **De-Aggregation and Identification.** The Provider will not re-identify or de-aggregate de-identified or aggregate Regence Confidential and Proprietary Information without prior written consent from Regence.

- 4. Comingling.** Unless permitted in the Agreement or with prior written approval from Regence, the Provider will not comeingle Regence Confidential and Proprietary Information with any other information or data.

III. CONFLICTS

All obligations in this Addendum are in addition to, and not a replacement of, obligations in the Agreement. Should there be a direct conflict between this Addendum and the Agreement, the Agreement shall control except with regard to Provisions II, IV, V(1), and VI as they apply to Regence Confidential and Proprietary Information.

IV. DESTRUCTION OR RETURN OF DATA

Upon termination of this Agreement, or at the request of Regence, the Provider will return or securely destroy Regence Confidential and Proprietary Information in Provider's possession, including any derivative materials containing Regence Confidential and Proprietary Information. If Provider is unable to return or destroy Regence Confidential and Proprietary Information due to legal or licensure requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, the Provider must maintain the confidentiality of the Regence Confidential and Proprietary Information until the expiration of the applicable legal or licensure requirements and then destroy or return such data.

V. CHANGE OF OWNERSHIP/CONTROL

- 1. Provider** must notify Regence immediately, but no later than 30 days, following a change of ownership or control, whether direct or indirect, of or by the Provider.
- 2. Termination.** Should there be a change of ownership or control, whether direct or indirect of or by the Provider, Regence at its option may terminate the Agreement, this Addendum, any other data sharing agreement pertaining to Regence Confidential and Proprietary Information, or Agreement. Upon termination, Provider shall return or destroy Confidential Data as described under Provision IV.

VI. RECORDKEEPING AND AUDIT RIGHTS

The Provider shall maintain complete and accurate records relating to the obligations under this Addendum, including but not limited to information, materials, records, or procedures related to (i) use, access, transfer, or disclosure of Regence Confidential and Proprietary Information; (ii) security measures related to the use, receipt, transfer, storage, maintenance, or disposal of Regence Confidential and Proprietary Information. No more than once a year, upon fifteen (15) days' notice, Regence or a Regence representative shall be allowed to inspect, to audit and to make copies of such records and interview Provider personnel to ensure compliance with the Addendum relative to the use, access, transfer and disclosure of Regence Confidential and Proprietary Information or with Provider's obligations under this Addendum.

- 1. Occurrences.** Notwithstanding the above, the parties agree that Regence may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of breaches of Provider's obligations under the Addendum, Security Incidents, or potential Security Incidents.
- 2. Costs.** Regence shall pay the costs of an audit conducted under this provision, provided that the audit does not (i) involve a Security Incident or event or potential Security Incident or event, or (ii) does not identify, as it relates to Regence Confidential and Proprietary Information, any failure to perform under this Addendum or the Agreement, breach of this Addendum or the agreement, or negligence or willful misconduct by Provider; in those circumstances, Provider shall pay the cost of the audit.

REGENCE BLUECROSS BLUESHIELD OF OREGON PART 2 PROGRAM PROVIDER ADDENDUM

This Addendum ("Addendum"), effective ("Effective Date") is entered into by and between Regence BlueCross BlueShield of Oregon ("Regence") and **CROOK COUNTY HEALTH DEPARTMENT**, and each entity set forth on Attachment B as applicable (collectively "Provider").

1. **Substance Use Disorder Claims and Information.** If Provider treats or diagnoses patients for Substance Use Disorders or refers patients for treatment of Substance Use Disorders and is subject to the Confidentiality of Substance Use Disorder Patient Records Rule (42 C.F.R. Part 2) as a Part 2 Program, Provider shall comply with the terms of this Addendum with respect to any claim or other communication it submits to Regence that contains Patient Identifying Information. Regence payment of such claims is contingent upon compliance with these requirements.
 - a. **Definitions.** For purposes of this Addendum, the capitalized terms "Part 2 Program," "Patient Identifying Information," and "Substance Use Disorder" shall have the meanings provided in 42 C.F.R. § 2.11. Other capitalized terms will have the meanings established in this Addendum or elsewhere in the Agreement, as applicable.
 - b. **Consent.** Provider is prohibited by law from disclosing Patient Identifying Information to Regence without obtaining the patient's consent. Regence is prohibited by law from using Patient Identifying Information to pay any claim (or to process other information) in the absence of such consent. Accordingly, by submitting any claim (or other record) that contains Patient Identifying Information to Regence, Provider represents and warrants that Provider has first obtained patient consent that meets the requirements established in the Provider Web Site under Claims and Payment>Claims Submission>Other Billing Information. Regence reserves the right to deny payment of any claim (and the right to refuse to process other information) in the event that Provider fails to obtain such consent.
 - c. **Notice.** Provider is prohibited by law from disclosing Patient Identifying Information to Regence pursuant to the patient's consent, unless it includes with the Patient Identifying Information a specific statement to notify Regence that the information is subject to Substance Use Disorder confidentiality restrictions (the "Part 2 Disclaimer"). Accordingly, Provider shall include the Part 2 Disclaimer with any claim (or other record) that contains Patient Identifying Information when submitting the claim (or other information) to Regence. Specifically, Provider shall include the Part 2 Disclaimer in the manner established in the Provider Web Site under Claims and Payment>Claims Submission>Other Billing Information. Regence reserves the right to deny payment of any claim (and the right to refuse to process other information) in the event that Provider fails to include the Part 2 Disclaimer in a communication containing Patient Identifying Information.
 - d. **Audits and Evaluations.** Upon request, Provider shall provide to Regence Patient Identifying Information that Regence deems reasonably necessary to perform evaluations, audits and health care operations, including, but not limited to, utilization review, quality assessment and improvement activities (such as collection of HEDIS data), and reviewing qualifications of health care providers. For purposes of any such request, Regence agrees that it will:
 - i. Maintain and destroy the Patient Identifying Information in a manner consistent with 42 C.F.R. § 2.16;
 - ii. Retain records that contain Patient Identifying Information in compliance with applicable federal, state, and local record retention laws; and
 - iii. Comply with the limitations on disclosure and use of Patient Identifying Information in 42 C.F.R. § 2.53(d).

Provider is permitted to make such disclosures pursuant to 42 C.F.R. § 2.53(b).

**REGENCE BLUECROSS BLUESHIELD OF OREGON
 PROVIDER NETWORK ADDENDUM
 Effective:**

This Addendum to the Agreement between Regence BlueCross BlueShield of Oregon (“Regence”) and CROOK COUNTY HEALTH DEPARTMENT (“Provider”), is to recognize network participation and additional provisions which apply to the networks. Except as specifically amended herein, all terms and conditions of the Agreement remain in effect.

WHEREAS, All references herein to “Provider” shall mean “Provider,” “Medical Group,” “Physician or Other Health Care Professional,” “IPA,” or “Hospital” as those terms are used and defined in the Agreement; and

WHEREAS, Regence and Provider are parties to the Agreement, whereby Provider agrees to provide Covered Services to Members; and

WHEREAS, Regence desires Provider to participate in the networks indicated below pursuant to the terms of this Addendum; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. PROVISIONS

- 1.1** This Addendum shall continue in effect, unless terminated according to the process set forth in the Agreement. Provider has the right to discontinue participation in any network(s) pursuant to the terms of the Agreement.
- 1.2** Provider shall admit or arrange for hospital admissions and referral services of Members only to network providers within their applicable network, unless the Member’s condition makes it impossible, the service is not available through the network, or the Member chooses care outside the network. Provider should advise the Member whenever health care services are to be obtained outside of their network that the Member may be subject to additional out-of-pocket expense. Any questions regarding network participation and benefit levels should be directed to Regence.
- 1.3** Provider agrees to accept the network payment set forth on the Reimbursement Schedule and Medicare Advantage Addendum, if applicable, as payment in full for Covered Services rendered to Members for networks in which Provider is participating as indicated below.

Provider is to participate in those networks indicated with a “Yes” below.

Participation	Commercial Networks
Yes	Participating
Yes	Preferred
Yes	Individual and Family Network
Yes	RealValue
	Legacy LHP
	Blue High Performance Network
Participation	MedAdvantage Networks
	Regence MedAdvantage PPO
	Regence BlueAdvantage HMO

**ATTACHMENT A
REGENCE BLUECROSS BLUESHIELD OF OREGON
PROFESSIONAL REIMBURSEMENT SCHEDULE**

This Professional Reimbursement Schedule, Attachment A to the Agreement, applies to services incurred on or after . This reimbursement schedule replaces and supersedes any prior reimbursement attachments, exhibits or schedules. Any term not defined herein shall have the meaning set forth in the Agreement. Reimbursement for all commercial networks that Provider participates in, according to the Provider Network Addendum, will be reimbursed according to the same terms as defined in this Reimbursement Schedule, unless specifically noted otherwise.

All references herein to "Provider" shall mean "Physician or Other Health Care Professional," "Provider," "Medical Group," "Medical Group Provider" or as otherwise defined in the Agreement(s).

Notwithstanding anything in this Agreement to the contrary, for urgent and emergent Covered Services delivered to Members covered under a Member Contract that uses the Blue High Performance Network, Provider agrees to accept, as payment in full and subject to applicable Copayments, Coinsurance, and Deductibles, the Maximum Allowable reimbursement specified for such services when participating in the Participating network regardless of Provider's participation in the Blue High Performance Network as specified in the Provider Network Addendum.

I. DEFINITIONS

- 1.1 Allowable Billed Charges** – charges submitted by Provider for Covered Services subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies.
- 1.2 Anesthesia Services** – services described by the American Society of Anesthesiologists that has assigned a base unit.
- 1.3 Total Anesthesia Units** – ASA base unit for a CPT® code plus time units, which are defined as total time for a service in 15-minute increments. Sixty minutes is 4 time units. Per the Regence's reimbursement policy, after one minute, Regence rounds units up to the next 15-minute increment.
- 1.4 CMS RVUs** – the Centers for Medicare & Medicaid Services (CMS) 2021-D site-of-service based (facility or non-facility), non-GPCI adjusted Relative Value Units (RVUs), which are updated annually in the Federal Register.
- 1.5 Maximum Allowable** – the amount that Regence agrees to pay, subject to standard Regence administrative guidelines, reimbursement policies and payment methodologies, including but not limited to reimbursement for CPT® code modifiers.

II. REIMBURSEMENT SCHEDULE/PAYMENT METHODOLOGY

- 2.1** Provider agrees to accept as payment in full the lesser of Allowable Billed Charges or the Maximum Allowable for Covered Services provided to Members.
- 2.2** The Maximum Allowable for covered Anesthesia Services shall be calculated by multiplying the anesthesia conversion factor set forth in section 2.4 below times the Total Anesthesia Units for the service.
- 2.3** The Maximum Allowable for Covered Services are generally based upon a modified version of the Medicare Resource Based Relative Value Scale ("RBRVS") fee schedule and payment systems, including the site-of-service payment differential (facility and non-facility) CMS RVUs multiplied by the conversion factors set forth in section 2.4 below:

2.4 Conversion Factors:

	Provider Types				
	Registered Pharmacist, Licensed Acupuncturist, Licensed Massage Therapist, Licensed Lactation Consultant	Doctor of Chiropractic Medicine	Doctor of Naturopathy	Physical Therapist, Occupational Therapist, Speech/ Language Therapist	Physician (MD, DO, DPM), Physician's Assistant (PA), Nurse Practitioner (NP) Certified Nurse Midwife, Optometrist, Registered Dietician, Audiologist
General Service Description*	Conversion Factor				
Evaluation & Management:	\$33.50	\$34.00	\$30.00	\$39.80	\$58.00
Surgery:	\$33.50	\$34.00	\$30.00	\$39.80	\$64.00
Radiology:	\$33.50	\$34.00	\$30.00	\$39.80	\$61.25
Laboratory/ Pathology:	\$33.50	\$34.00	\$30.00	\$39.80	\$63.00
Medicine:	\$33.50	\$34.00	\$30.00	\$39.80	\$67.25
General Ophthalmologic:	\$33.50	\$34.00	\$30.00	\$39.80	\$45.45
Speech & Physical Rehabilitation:	\$33.50	\$34.00	\$30.00	\$39.80	\$39.80
Chiropractic and Osteopathic Manipulation:	\$33.50	\$34.00	\$30.00	\$39.80	\$34.00
Anesthesia:	N/A	N/A	N/A	N/A	\$58.50
All other Reimbursable CPT & HCPCS:	\$33.50	\$34.00	\$30.00	\$39.80	\$57.00

*A supplemental document and additional information regarding fee schedules are available for viewing on Availity. This general description is provided as a guide but does not necessarily reflect all CPTs within a category range.

- 2.5 Unless Regence establishes specific fees for services and/or Current Procedural Terminology ("CPT") and Healthcare Common Procedure Coding System ("HCPCS") codes, various percentages are applied by Regence to the fees in the schedule for specific CPT and HCPCS codes or ranges of CPT and HCPCS codes.
- 2.6 Additionally, Regence may incorporate new CPT and HCPCS codes into its fee schedules. The fee(s) attributable to such code(s) will be determined by applying the same conversion factor and/or percentage as Regence has applied to other codes within such code range to that code's RBRVS which is current as of the date of creation of the code. Updates to CMS RVU and Clinical Laboratory will be implemented on a prospective basis.

- 2.7 Laboratory:** The Maximum Allowable for Covered Services shall be eighty-five percent (85.00%) of Medicare’s current Clinical Laboratory Fee Schedule (CLAB).
- 2.8 Durable Medical Equipment, Medical Supplies, Orthotics and Prosthetics (DMEPOS):** The Maximum Allowable of DMEPOS codes shall be the lesser of billed charges or one hundred ten percent (110.00%) of the current DMEPOS fee schedule published by CMS. PEN codes shall be reimbursed at the lesser of billed charges or eighty percent (80.00%) of the current PEN fee schedule published by CMS.
- 2.9 Drugs, Vaccinations:** The Maximum Allowable for drugs and medications, including but not limited to biologicals, immune globulins, vaccines and immunizations, shall be Regence’s medication fee schedule in effect on the date of service. Drug pricing generally varies between one hundred percent (100.00%) of CMS or AWP –15%, when no CMS fee is available.
- 2.10** The Maximum Allowable for Covered Services rendered by behavioral health providers shall be calculated by multiplying the conversion factors set forth below times the CMS RVUs, with the exception of 2.10.1 below.

Provider Types			
MD/DO and PMHNP/ARNP	PhD/PsyD	Masters Level Counselor	Alcohol/Drug Program
Conversion Factors			
<ul style="list-style-type: none"> • Medicine - \$67.25 • Evaluation and Management - \$58.00 	\$44.54	\$34.80	\$32.63

- 2.10.1** The Maximum Allowable for CPT 90837 rendered by behavioral health providers shall be:

Provider Types			
MD/DO and PMHNP/ARNP	PhD/PsyD	Masters Level Counselor	Alcohol/Drug Program (ADTS)
CPT 90837-Maximum Allowable Non-Facility Setting Fee			
\$228.33	\$175.36	\$137.00	N/A
CPT 90837-Maximum Allowable Facility Setting Fee			
\$201.34	\$154.63	\$120.80	\$113.25

- 2.11** For services for which no RVU has been established by CMS, the Maximum Allowable for Covered Services shall be determined using Regence’s policy for services without RVUs. In these cases, we establish allowances using various methods as explained in our Pricing Codes without RVUs (Administrative #113) reimbursement policy. Our Reimbursement Policy Manual is available on our provider website at regence.com: Library>Policies and Guidelines>Reimbursement Policy.
- 2.12** For services for which no RVU has been established by CMS, the Maximum Allowable for Covered Services shall be Regence’s Reimbursement Schedule in effect on the date of service.

2.13 Access the current Regence BlueCross BlueShield of Oregon Commercial Reimbursement Schedule at availity.com: Claims and Payments>Fee Schedule Listing

III. COPAYMENT, COINSURANCE, DEDUCTIBLE

Where the Member Agreement provides for payment of copayment, coinsurance or deductibles by the Member, payment by Regence for Covered Services shall be less the applicable copayment, coinsurance or deductible.

IV. NON-DISCLOSURE

Provider agrees that unless required by law or otherwise allowed by the Agreement, Provider shall not disclose the reimbursement rates established by Regence without prior written consent of Regence. Provider further agrees not to disclose the reimbursement rates to individual health care Providers, other than those health care Providers on its Board, if applicable, in any format.

ATTACHMENT B

**TO THE PARTICIPATING AGREEMENT
LOCATIONS & IDENTIFICATION NUMBERS**

Entities Covered by this Agreement	Tax ID Number	National Provider Identifier	Address
Joanna McCabe	936002290	1922493246	375 NW Beaver Street Suite 100, Prineville, OR 97754
Natalie Good	936002290	1467731232	375 NW Beaver Street, Suite 100, Prineville, OR 97754
Crook County Health Department	936002290	1841304920	375 NW Beaver Street, Suite 100 Prineville, OR 97754

ATTACHMENT C**AFFILIATES & SUBSIDIARIES**

As of the effective date of this Agreement, listed below are the affiliates and subsidiaries of Regence:

Entity	Home Jurisdiction (State)
Asuris Northwest Health	WA
BridgeSpan Health Company	UT
Healthcare Management Administrators	WA
LifeMap Assurance Company	OR
Regence BlueCross BlueShield of Oregon	OR
Regence BlueCross BlueShield of Utah	UT
Regence BlueShield	WA
Regence BlueShield of Idaho, Inc.	ID
ValueCare	UT

AGENDA ITEM REQUEST



Date:

October 26, 2023

Meeting date desired:

November 1, 2023

Subject:

“CORE3” intergovernmental agreement for the development and construction of a regional emergency services training and coordination center in Redmond, Oregon.

Background and policy implications:

A variety of central Oregon public bodies, including Deschutes County and Central Oregon Intergovernmental Council, have been cooperating in the development of a regional facility to assist with training emergency service staff. In the event of a major disaster, such as a “Cascadia” earthquake, the facility would serve as a center for coordinating emergency services. This intergovernmental agreement would advance that effort, and create a management body called the Executive Council to undertake the construction of the facility.

Budget/fiscal impacts:

The IGA creates two different levels of participation: “Core Partners” are those entities which plan on contributing funds to the project, and “Associate Members” will cooperate with the project without contributing funds. As currently contemplated, Crook County would participate as an Associate member.

Requested by:

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

Presenters: *Eric Blaine, County Counsel*

Legal review (only if requested):

Legal has reviewed the intergovernmental agreement, and has asked that the signature block be updated for Crook County’s execution.

Official sponsor (if applicable): *County Administrator*

**INTERGOVERNMENTAL AGREEMENT
CENTRAL OREGON READY, RESPONSIVE, RESILIENT (“CORE3”) PROJECT**

This Intergovernmental Agreement (the “Agreement”) is dated effective starting the date of last signature (the “Effective Date”), and is entered into between the signatory parties collectively referred to as Party or Parties.

RECITALS:

- A. The Parties to this Agreement entered into a Memorandum of Understanding dated May 10, 2022 (the “MOU”) pursuant to which the Parties agreed to work collaboratively to support the development and construction of a regional emergency services training and coordination center (the “Project”).
- B. This Agreement replaces the MOU as further described in Section 9.5, and further outlines and defines the terms and conditions under which the Parties will complete the Project.
- C. This Agreement is made pursuant to Oregon Revised Statutes (“ORS”) 190.010, which provides for the authorization of units of local government to enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties’ respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meaning assigned to them in the attached Appendix A.
2. Project Planning. The Parties acknowledge and agree that the following actions concerning the Project have been taken and/or memorialized by the MOU prior to the Effective Date of this Agreement: (a) representatives from various agencies have convened as an Executive Council to discuss the primary objectives of the Project and guide project development; (b) limited funding/grants have been received or obtained for the Project; (c) 300-acres of that certain Deschutes County-owned land with an appraised value of \$16.3M as of January 2022 and described on the attached Exhibit A (the “Property”) have been reserved for the Project; and (d) discussions concerning a separate written agreement between COIC and Deschutes County for the transfer and conveyance of the Property have commenced. The Parties anticipate that the Project will be completed in those Project phases identified in the attached Exhibit B.
3. Party Obligations.
 - 3.1. Core Partner Determination. Subject to the terms and conditions contained in this Agreement, each signatory organization will determine each fiscal year if they want to be a Core Partner or an Associate Partner. Core Partners contribute to and provide funding for the Project. Core Partner funding will be determined annually in accordance with this Agreement, and as outlined in Exhibit D. Each Core Partner will appoint one representative to serve on the Executive Council; provided, however, a Core Partner may appoint an alternate representative to serve as the Core Partner’s Executive Council representative in the absence of the Core Partner’s primary representative. Each Core Partner will receive one voting seat on the Executive Council. The primary and alternate representatives will serve on the Executive Council in accordance with the Bylaws attached hereto as Exhibit C. Notwithstanding anything contained in this Agreement to the contrary, each Party will determine whether the Party will become or remain a Core Partner and continue to make the Contribution) by July

1 each year.

3.2. Associate Partner. Subject to the terms and conditions contained in this Agreement, each Associate Partner will provide support for the Project by, among other things, contributing staff time at Project-planning meetings, testifying in support of the Project before governing bodies, and performing other Project-related activities and/or obligations requested by COIC from time to time. Associate Partners are not financial contributors to the Project. Associate Partners will (collectively) appoint two representatives to the Executive Council. These representatives will hold voting seats on the Executive Council.

3.3. COIC. As directed by the Executive Council and the terms and conditions contained in this Agreement, COIC shall implement all Project related real property, personal property, and all other assets, including, without limitation, intellectual property. In addition, COIC will be responsible for all day-to-day Project-related operations, administration, and personnel functions, including, without limitation, the following: (a) contracting, employing, and supervising all contractors and personnel assigned to and/or employed for or concerning the Project; (b) managing and supervising all contractors retained for the Project; (c) incurring and paying, on the behalf of the Parties in accordance with this Agreement and the approved Budget, all Project expenses; (d) expending funds in accordance with the approved Budget; (e) providing (or causing to be provided) all Project related personnel, insurance, legal advice, and management support in accordance with this Agreement and the approved Budget; (f) administrating the invoice process and collecting from each Core Partner the Core Partner's Contribution; and (g) providing generally for the audit, accounting for, reporting, receipt, and custody of Project funds.

4. Project Management.

4.1 Executive Council. Decisions concerning the Project will be made by voting members of an executive council (the "Executive Council") composed of one appointed representative from each Core Partner, two appointed Associate Partner representatives, and two appointed Ex Officio representatives. The Executive Council may appoint subcommittees in accordance with the Bylaws.

4.2 Authority. Subject to the terms and conditions contained in this Agreement, the Executive Council will have the following authority, duties, and responsibilities: (a) oversee and have full responsibility for all matters pertaining to the Project's development and operations, including Project outreach and decision-making; (b) review and recommend the Project budget to the COIC Board of Directors; (c) form subcommittees; (d) enter into contracts subject to and in accordance with this Agreement, the Laws, and Executive Council policies; and (e) carry out such other activities as necessary, required, and/or implied to accomplish the Project's purposes and/or this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds exceeding (or inconsistent with) Budget appropriations.

4.3 Meetings. Except as this Agreement and/or applicable Law requires otherwise, all Executive Council meetings will be held pursuant to and in accordance with the Bylaws. A majority of the then-appointed Executive Council voting members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum is necessary to decide any question before the Executive Council. All Executive Council meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order Newly Revised 12th Edition will govern all procedural matters.

5. Budget; Contributions.

5.1 Budget Preparation. COIC, with assistance from the Project Management Team, will

prepare, develop, and recommend an annual Project development work plan and associated budget (collectively, the "Budget") for the Executive Council's review and approval. The Budget will be prepared on a fiscal year basis, commencing July 1 each year and end the following June 30. The Budget will include, among other things, staff costs, consultant fees, capital management, etc. Notwithstanding anything contained in this Agreement to the contrary, the Budget will not be final, binding, and effective unless and until approved by the Executive Council and COIC.

5.2 Core Partner Contributions and Determination of Contribution Amount. No monetary contribution is required to participate in this IGA. Core Partners are determined by contribution amounts. Each signatory party will determine each year if they wish to be a Core Partner. Core Partner contributions and amounts will be determined as per the process outlined in Exhibit D

5.4 Budget Manager. Subject to the terms and conditions contained in this Agreement, COIC will manage and administer the Budget. COIC will maintain one or more independent bank account(s) for the purpose of recording financial transactions concerning the Project (the "Project Account(s)"). Funds contributed to the Project will be maintained in the Project Account. Project funds will not be commingled with any COIC and/or other Party funds (and will be maintained in accounts separate from COIC and/or any Party accounts).

5.5 Books, Records and Reporting. COIC will maintain separate books and records concerning this Agreement and the Project (i.e., the books and records will not be combined or mixed with any other COIC matters). COIC will make books, records and reporting concerning this Agreement and the Project available to the Executive Council at every meeting.

5.6 Executive Council Budget Obligations. The Executive Council will appoint of one member to serve on COIC's budget committee (the "Budget Committee"). All Budget Committee financial decisions concerning the Project must include the concurrence of the then-appointed Executive Council member. The then-appointed Executive Council member shall receive prior approval authority from the Executive Council before concurring with the Budget Committee. Notwithstanding the above in Section 5.6, the Executive Council's authority and/or involvement with the COIC budget is only to the extent the COIC budget concerns the Project. The Executive Council will have no other authority and/or control over the COIC budget.

6. Insurance; Indemnification; Relationship.

6.1 Insurance.

During the term of this IGA, all parties shall maintain in force insurance coverage required by law.

If requested, complete copies of insurance policies shall be provided to CORE3. There shall be no cancellation, material change, reduction of limits without 60 days prior written notice from the Party or its insurer(s) to CORE3.

6.2 Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold the other Party and the other Party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. Each party's indemnification obligations provided under this Section 6.2 will survive the termination of this Agreement.

6.3 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding

anything contained in this Agreement to the contrary, the Executive Council will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed Executive Council member.

7. Intent; Formation of ORS 190. The Parties anticipate that the Project may require formation of an intergovernmental entity under ORS chapter 190 ("CORE3"), which intergovernmental entity may be the sole operator of the Project. CORE3 will be a legal entity separate and distinct from the Parties and will have the following general powers: (a) adopt, through action of the Executive Council, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of the Project and/or this Agreement; and (b) perform and exercise all powers pursuant to the Laws, including, without limitation, ORS chapter 190, which are necessary and/or appropriate to carry out the objectives of the Project. After formation of CORE3, COIC will transfer and convey all Project related assets subject to this Agreement to CORE3, contingent upon the approval of the Executive Committee.

8. Term; Termination

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until Project construction is complete (the "Initial Term"), unless sooner terminated as provided in this Agreement. Project construction will be deemed complete when the local government issues a Certificate of Occupancy. Upon expiration of the Initial Term, this Agreement may renew for one or more term(s) of one year each, upon the mutual written agreement of the Parties. This Agreement may be terminated (a) at any time by the written agreement of all Parties, and/or (b) by majority vote of the Executive Council.

8.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Project) by providing prior written notice to the Executive Council. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

9. Miscellaneous.

9.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, the Executive Council may authorize a new party to join the Executive Council only if approved by the unanimous vote of the Executive Council and the additional party agrees to the terms of this Agreement and signs a copy of this Agreement, as amended.

9.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in Appendix A (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations

under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Memorandum. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

9.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party shall bear its own costs and attorney fees.

9.5 Legal Representation; Memorandum. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been contracted by COIC to prepare this Agreement. Law Firm represents only COIC in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The MOU is terminated and deemed null and void and of no further force and effect as of the Effective Date; provided, however, the Parties are not released from (and remain obligated for) any liabilities and/or obligations that have arisen out of or under the MOU prior to the Effective Date. This Agreement will not be construed as an actual or implied waiver and/or release of any Party's obligations and/or liabilities arising out of or under the Memorandum.

9.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a Party, the other Party or Parties will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

[PLACEHOLDER FOR SIGNATURE PAGES]

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Associate Partner” has the meaning assigned to such term in Section 3.2.

“Budget” has the meaning assigned to such term in Section 5.1.

“Bylaws” means the CORE3 Executive Council Bylaws adopted September 22, 2022, and attached hereto as Exhibit C, as amended.

“COIC” means Central Oregon Intergovernmental Council, an intergovernmental entity organized under ORS chapter 190, whose address is 334 NE Hawthorne, Bend, Oregon 97701.

“COIC Budget Committee” means the then-appointed budget committee of COIC.

“CORE3” has the meaning assigned to such term in Section 7.

“Core Partner” has the meaning assigned to such term in Section 3.1.

“Deschutes” means Deschutes County, Oregon whose address is 1300 NW Wall Street, Bend, Oregon, 97703.

“Effective Date” has the meaning assigned to such term in the preamble.

“Executive Council” has the meaning assigned to such term in Section 3.1.

“Initial Term” has the meaning assigned to such term in Section 8.1.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 9.5.

“MOU ” has the meaning assigned to such term in Recital A.

“Party” or “Parties” means the parties to this Agreement, individually and collectively.

“Project” has the meaning assigned to such term in Recital A.

“Property” has the meaning assigned to such term in Section 2 and is more particularly described in the attached Exhibit A.

“Project Management Team” (PMT) means an advisory committee to the CORE3 Executive Council, composed of members appointed by the Executive Council. The PMT meets monthly and serves as an initial review and idea generation group working with COIC staff.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

Exhibit A
Property

I. Site

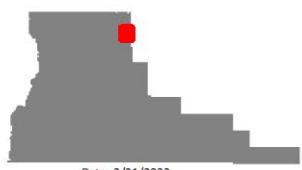
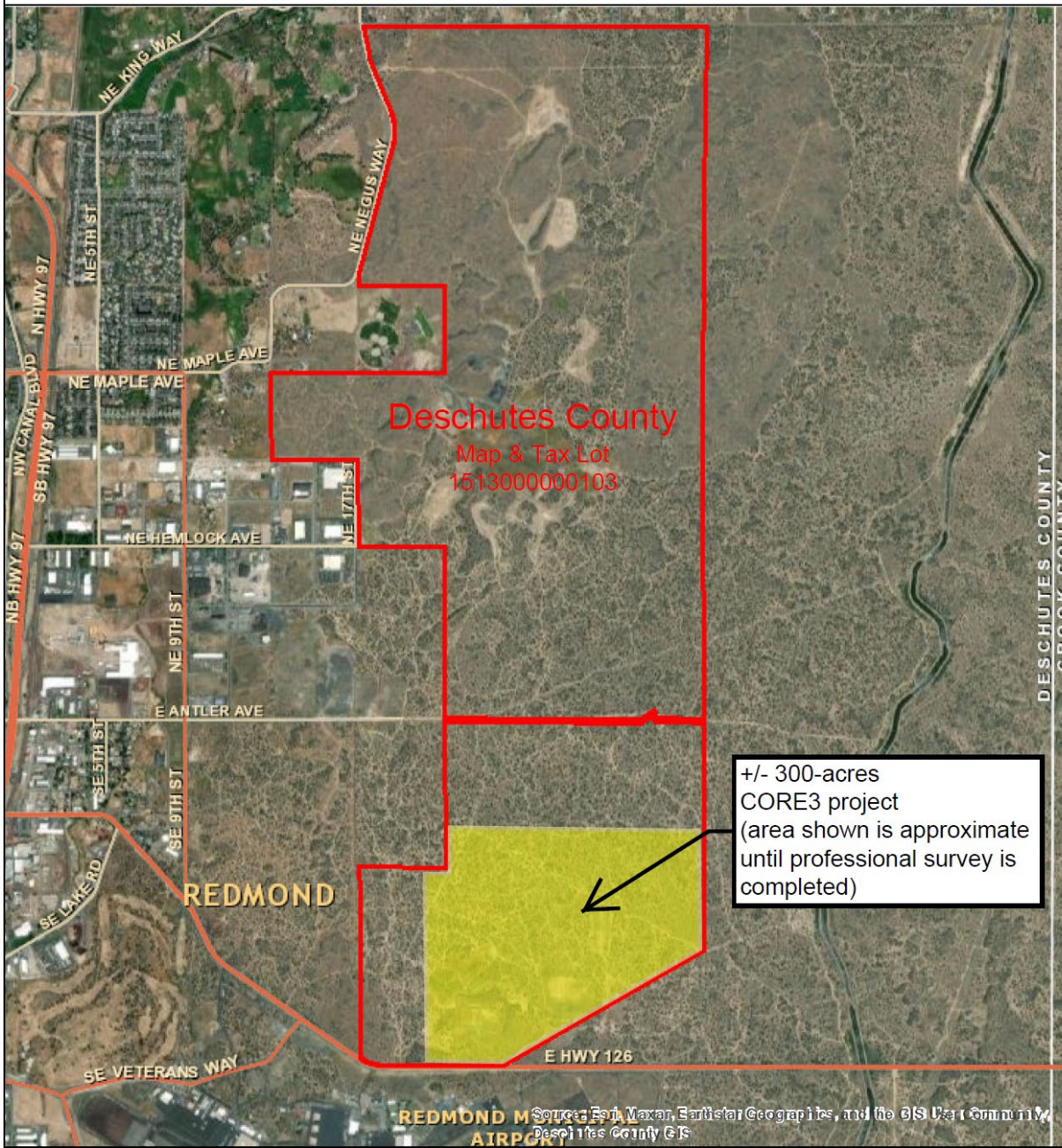
- a. The Deschutes County Board of Commissioners hereby supports and agrees to reserve a +/- 300-acre area of County-owned property in east Redmond and is specifically located within Map and Tax Lot 1513000000103 (“Property”) for the purpose the CORE3 project and future expansion (“Approximate Project Area”).
- b. The Approximate Project Area as shown on Exhibit B1, is attached hereto and incorporated herein.
- c. After a thorough review of property in Redmond, Oregon, the Property was selected as the Approximate Project Area for the following reasons:
 - i. Redmond is the center of the region, thereby providing efficient access by public safety agencies for emergency response and training purposes; and
 - ii. Redmond Airport is designated as the primary Incident Support Base in the event of a Cascadia Subduction Zone event; and
 - iii. Property is of sufficient size for current needs and future potential expansion as needed; and
 - iv. Property is publicly owned; and
 - v. Property does not have incompatible surrounding land uses.
- d. The Board of County Commissioners wish to state the property value as of a point in time for the 300-acres reserved by the County for the CORE3 project.
 - vi. A third-party appraiser was engaged to provide a property valuation. Given that the property is zoned Exclusive Farm Use (EFU) and it is the intent to annex the property to the City of Redmond and to the Urban Growth Boundary, the appraised value was determined based on industrial zoning, which in essence would be the highest and best use of the property.
 - vii. The appraisal report was received January 5, 2022 and the appraised property value is \$54,450/acre or \$16,300,000 (rounded to the nearest \$100,000).

II. Land Use and Infrastructure

- a. The Approximate Project Area is currently outside the Redmond Urban Growth Boundary and Redmond city limits.
- b. Project stakeholders, with oversight from the Executive Council will:
 - i. Develop a Master Plan; and
 - ii. Pursue an Urban Growth Boundary (UGB) amendment; and
 - iii. Pursue annexation to the City of Redmond; and
 - iv. Complete any other associated and/or required process for land use entitlement and the provision of infrastructure.

- c. It is anticipated COIC, the City of Redmond, and Deschutes County will enter into a separate Memorandum of Understanding regarding the land use entitlement, amendment, and annexation processes.

1513000000103



Date: 2/21/2023

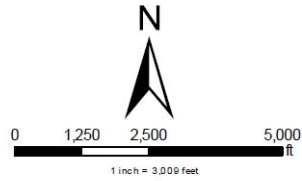


Exhibit B
Project Phases

- Phase 1: Conceptual/Business Plan
- Phase 2: Master Plan, Land Use, Site Securement, Design/Engineering
- Phase 3: Development and Construction
- Phase 4: Operations

CORE3 Executive Council Bylaws
Adopted September 22, 2022

I. Purpose

This document presents the CORE3 Executive Council's process for working together. Members of the CORE3 Executive Council have agreed to honor and adhere to the principles and guidelines set out in these Bylaws. It is also a living document, and is meant to evolve and grow with the needs, opportunities, and membership of CORE3.

II. CORE3 Mission, Vision, and Goals

Mission: To deliver a high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk.

Vision: A model center in Central Oregon for public safety providers which delivers superior, collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon.

All members at the table agree that:

- A. There is a critical need for a dedicated, centrally-located, regional multi-agency coordination center to coordinate local, state and regional emergency operations;
- B. Central Oregon, the Redmond community and Redmond airport, will serve a critical function in statewide emergency response and recovery from a catastrophic disaster such as the Cascadia Subduction Zone event;
- C. Central Oregon would benefit greatly by a facility to meet existing and future training needs of local, state, federal and non-profit public safety and emergency management personnel; and,
- D. Opportunities to increase the quality and efficiency of training and coordination are important to meet current and future emergency management and public safety needs of our communities.

III. Executive Council Structure

The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of the following membership:

- a. Core Partner seats (all)
- b. Ex Officio seats:
 - i. County Emergency Managers (3 seats)
 - ii. State agencies: OEM (1 seat), Governor's Office (1 seat)

- c. Associate seats (2)

IV. Subcommittees

A. Executive Leadership Team

The Executive Leadership Team is comprised of the CORE3 Executive Council Chair, Vice Chair, and an Advisor. The team should include a representative for each of the following interests: fire, law enforcement, and local government. The Executive Leadership Team meets bi-monthly, and is responsible for guiding the Executive Council by setting meeting agendas and directing and advising staff. Executive Leadership Team shall be elected by the voting body of the Executive Council on an annual basis.

B. Project Management Team

The Project Management Team meets monthly, and is responsible for supporting the development of draft agendas, building a draft budget and regular budget check-ins and management, creating recommendations for Executive Council consideration, and moving various project work forward. The Project Management Team is not a decision-making body, and reports out to the Executive Council on work accomplished/ongoing.

C. Political Leadership Team

The Political Leadership Team meets monthly, and supports CORE3 through strategic political leadership. The team provides guidance to the Executive Council, works to identify and support strategic funding and partnership opportunities, and help address barriers.

V. Partner Roles & Responsibilities

- A. **Core Partners:** are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:
 - Stage 1: Conceptual/Business Plan
 - Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
 - Stage 3: Development and Construction
 - Stage 4: Operations

Core Partners are automatically given a single voting seat on the Executive Council.

B. **Ex Officio Seats:** The following organizations have an ongoing voting seat at the Executive Council by virtue of the role they play in the region/state emergency services.

- i. County Emergency Managers (3 seats)
- ii. State agencies: OEM (1 seat), Governor's Office (1 seat)

C. **Associate Partners:** Are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.

Associate Partners do not have decision making power, but will be represented by 2 voting seats on the Executive Council. These associate seats will be elected by the full body of Associate Partners on an annual basis.

D. **New Project Partners:** New project partners (Associate or Core) may be added at any point by signing onto the MOU (or future IGA). New Core Partners will also need to commit to supporting the project via ongoing funding. Existing partners acknowledge these new partners as active once they've completed the above.

VI. Decision Making Structure

The Executive Council will follow Robert's Rules of Order Newly Revised 12th Edition procedures for decision making.

A. Reaching Consensus

The Executive Council will strive for consensus. Consensus on a decision about a project, recommendation, or action the group plans to take will be reached when all meeting participants can make one of the following statements about a decision:

- I agree with the decision and will publicly support it
- I agree with the decision but will refrain from publicly supporting it
- I can live with the decision (and won't disparage it in public)

A quorum of the Executive Council must be present when making decisions. The quorum is defined as 50% of the Executive Council voting membership plus one member.

B. Inability to Reach Consensus

If consensus is not possible

- a. Fiscal decisions will require yes votes of at least two-thirds of the members present to approve.
- b. Other decisions will require majority (51%) yes votes of members present to approve.

Dissenting votes will be recorded in the meeting notes. Individuals/organizations in dissent will be given an opportunity to share their reasoning and any actions they intend to take as a result.

C. Primary/Alternate Membership and Proxy Voting

All voting agencies/organizations shall designate a primary member and an alternate member. In the event the primary is unable to attend a meeting or respond to a request for an Executive Council vote, the alternate may step in in their place. Alternates will be designated by the voting organization and shall be reported to COIC to document in the membership and contact lists. It is the responsibility of the primary and alternate members to ensure each is apprised of the current project status, and can effectively participate in decision making on behalf of their organization.

In the event an organization's primary and alternate members are unable to respond to an Executive Council vote, the primary voting member may designate a proxy. To designate a proxy, the primary member must notify the Executive Council Chair and project staff in writing in advance of the meeting/vote submission.

D. Issue Summaries and Motions

The proponent of a proposed action will be responsible for reading an issue summary and suggested motion at the meeting where the proposed action or decision is being brought forward. Staff will support the development of issue summaries and suggested motions ahead of the meeting, and will include the information as part of the meeting materials.

VII. Meeting Protocols, Ground Rules, and Communications Protocols

A. Ground Rules

- i. Come willing to learn. Respect the range of knowledge present in the group.
- ii. Come to meetings prepared.
- iii. Present interests, not positions.
- iv. Critique constructively and ask clarifying questions.
- v. Share all relevant information including any concerns.
- vi. Only one person speaks at a time. Allow people to finish their thought. No interrupting or side conversations.

- vii. “Share the air” and do not dominate the conversations. Make space for others to share their thoughts.
- viii. Keep your colleagues and constituents informed about the process.
- ix. Respect one another in and outside of meetings.

B. Communications Protocols

Internal: A website will be maintained for storing and sharing all information. Internal documents will be available to CORE3 members online via a document sharing service maintained by CORE3 staff.

External: Information about CORE3 will be made available to external stakeholders via the public website and other venues as appropriate.

Media Interactions: The Executive Leadership Team and staff will be the primary points of contact and only authorized sources for presenting official CORE3 statements to the media. They may choose to designate other representatives to specific topics or issues. This does not preclude members from talking to the media in regards to their individual or their organization’s interest in the project, but should clarify that they are not speaking on behalf of the full Executive Council. Anyone, including Executive Leadership Team members and staff, must inform the full Executive Leadership and staff team of any intended contact with the media regarding the CORE3 project.

VIII. AMENDMENTS

The Bylaws may be amended, repealed, or added to, or new Bylaws adopted by a vote of a 2/3 majority of the membership, provided notice of the purpose of the proposed amendment(s) has been stated ahead of the meeting and included in the agenda. Additionally, for any vote on Bylaw amendments, any member not attending can vote by proxy using the proxy process outlined in section 6: Decision Making Structure. Any member may make a recommendation for changes to these Bylaws.

Exhibit D

Work Plan and Budget Process for Core Partners

CORE3 operates on a July 1 through June 30 fiscal year (FY).

Timeline	Process	Lead	Anticipated outcome
Sept/Oct of preceding FY	Staff creates draft SOW and associated cost estimates, workshops with PMT	COIC Staff & PMT	Recommended budget and work plan for following FY
November/December of preceding FY	Executive Council reviews and conditionally approves Draft budget and workplan for next FY (final confirmation in January/February, see below) COIC staff works with partners to confirm desire to support financially as a Core Partner*	Executive Council/Executive Leadership	Final draft budget and work plan for following FY Confirmed list of Core Partners for following FY
December/January of preceding FY	Confirm Core Partners' FTE involved in public safety** Draft each confirmed Core Partner's projected contribution based on FTE. <u>Formula as follows:</u> Total required budget for FY minus grant funding/any funding not provided by core partners = total to be allocated by FTE formula.	COIC Staff	Updated FTEs Local FTE allocations created
January of preceding FY	Work with each Core Partner to confirm their contribution, then revise and finalize the budget and work plan together with the PMT as necessary.***	COIC Staff & PMT	Revised Final Budget and Work Plan
January/February of preceding FY	Executive Council meeting – formally approve budget and work plan for FY		Final budget and contribution amounts for following FY
August of subject FY	Invoices prepared	COIC Staff	Invoices emailed to each confirmed Core Partner, as per their agreed-upon contribution amount.
September of subject FY	Bills due	Core Partners	

*No signatory to this IGA is required to contribute funding to the project in any fiscal year.

**Some Core Partners will use a different unit than FTE, for instances Central Oregon Community College which will allocate their contribution based on student enrollment in public safety programs.

*** FTE allocation is a minimum contribution – some partners have and may continue to elect to provide more than the minimum, in which case their “overage” will be dedicated to project contingency.

AGENDA ITEM REQUEST



Date:

October 24, 2023

Meeting date desired:

November 1, 2023

Subject:

Order 2023-45

Background and policy implications:

The Order amends the County's Airport Leasing Policy and implements new Rules, Regulations, and Minimum Standards to govern non-tenant Airport users.

Budget/fiscal impacts:

N/A

Requested by:

*John Eisler, Asst. County Counsel
John.eisler@crookcountyor.gov
541-416-3919*

Presenters:

Kelly Coffelt/John Eisler

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

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

Exhibit A

PRINEVILLE
CROOK COUNTY AIRPORT 



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

November 2023

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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.

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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.

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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.

2.02.05. Waste

No person shall leave any waste, refuse, or garbage on the Airport property. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times and in such manner as to minimize any hazards. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

2.02.06. 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, Airport maintenance, or construction related 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 except in emergency situations or as 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 or an Airport Manager-approved sublease with an existing Airport tenant.

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.

2.04.04. Special Events

Special events, such as air shows, fly-ins, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, shall be held only after formal approval has been granted by the County and/or the Airport Manager. The Airport Manager will be notified not less than thirty days in advance of any planned or promoted event by the event requestor. Approval shall specify the areas of the Airport for such special use, dates, and such other terms and conditions (such as liability insurance) as the County may require.

2.04.05. Exterior Advertising, Signage and Murals

No signs, advertising, or exterior painting shall be placed or constructed upon any building, structure, or improvements on Airport property in violation of County standards or without having first obtained approval from the Airport Manager. Signs facing adjacent non-county owned property must meet County sign codes and be approved by the County Building Dept. Signs placed on County property must be removed upon request by the Airport Manager. Only signs that pertain to aircraft operations and required by the FAA are allowed within runway/taxiway/taxilane/apron areas in accordance with FAA guidelines.

2.05. *Vehicle 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, equipment, 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, Trailers, Equipment, and Recreational Vehicles

Motor homes, boats, trailers, equipment, 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. Fuel delivery and fuel transfer to or from third parties is prohibited without prior written permission from the Airport Manager.

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.

2.08. 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. 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.

2.08.05. 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.

2.08.06. 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.

2.08.07. 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.

2.08.08. 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.

2.08.09. 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, including all SASOs and FBOs, 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 or FBO 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.

SASO – Specialized Aviation Services Operators are single-service providers or special fixed-base operators performing less than full services. SASO services frequently include such services aircraft airframe engine maintenance and repair, independent flight instruction, aircraft rental, and aircraft charters.

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.

PRINEVILLE **CROOK COUNTY AIRPORT**



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

November 2023

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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.

AGENDA ITEM REQUEST



Date:

October 24, 2023

Meeting date desired:

November 1, 2023

Subject:

Public Hearing: Ordinance 342

Background and policy implications:

The Ordinance incorporates the newly implemented Airport policies into our County Code.

Budget/fiscal impacts:

N/A

Requested by:

John Eisler, Asst. County Counsel

John.eisler@crookcountyor.gov

541-416-3919

Presenters:

Kelly Coffelt/John Eisler

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

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

AGENDA ITEM REQUEST



Date:

October 25, 2023

Meeting date desired:

Nov. 1, 2023

Subject:

Ordinance 337 - Destination Resort Overlay Map Amendment

Background and policy implications:

Crook County last amended its Destination Resort Overlay Map (the "Map") in 2008. As has been discussed previously, that last amendment said that the land underlying what is known as Crossing Trails Destination Resort was to be removed from the Map once it lost approval, which was last year. Earlier this year the Court issued Order 2023-12 to the Planning Commission to make a recommendation, which it did in May. Now it's time for the County Court to consider whether to remove that portion of the Map. As this is an ordinance, this is the second of two readings with a public hearing at each reading.

Budget/fiscal impacts:

N/A

Requested by:

John Eisler, Asst. County Counsel

John.eisler@crookcountyor.gov

541-416-3919

Presenters:

John Eisler and Will VanVactor

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

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

AN ORDINANCE AMENDING THE
CROOK COUNTY ZONING MAP AND
COMPREHENSIVE PLAN TO AMEND
THE DESTINATION RESORT
OVERLAY ZONE MAP AND
DECLARING AN EMERGENCY

Ordinance No. 337

WHEREAS, the Crook County Court directed on March 1, 2023, through Order 2023-12, attached herein as Attachment A, to amend the Destination Resort Overlay Map (Eligibility Map) to remove the property described within Exhibit E of Ordinance 210, due to Application DR-08-0092 having exhausted all appellate remedies and the approval having expired in November of 2022; and

WHEREAS, the Crook County provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt this ordinance; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this ordinance to the general public as required by the Crook County Code; and

WHEREAS, the Crook County Planning Commission provided the County Court its Report and Recommendation on May 9, 2023, attached herein as Attachment B, to proceed with the adoption of this Ordinance; and

WHEREAS; the legislative amendments are authorized by title 18 Chapter 18.168 of the Crook County Code and the Comprehensive Plan of Crook County;

NOW, THEREFORE, this 1st day of November, 2023, the Crook County Court ordains as follows:

SECTION ONE. *Amendment.* Ordinance 210, as readopted by Crook County on October 7, 2009, and recorded in the Crook County Commissioner's Journal as MF No. 2009-084, is hereby amended remove Section One, line D, the final paragraph of Section One, and Exhibit E, such that Crook County's Destination Resort Overlay Map shall be as depicted

on Attachment C and comprise of only the following remaining properties, as more specifically described and depicted on Attachment C, incorporated herein:

- A. That property known as Brasada Ranch and defined as described in Attachment C; Exhibit B.
- B. That property known as Remington Ranch and defined as described in Attachment C; Exhibits C and C-2.
- C. That property known as Hidden Canyon and defined as described in Attachment C; Exhibit D.

SECTION TWO. Effect upon future amendments. This amendment of the Destination Resort Overlay Map does not prohibit future amendments to the Destination Resort Overlay in accordance with the Crook County Comprehensive Plan, Crook County Code and State Law. This amendment is not intended to affect any potential claims pursued under what is commonly referred to as Ballot Measure 49, codified at ORS 195.300 to 195.336.

SECTION THREE. *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.

DATED this 1st day of November, 2023.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Seth Crawford	_____	_____	_____	_____
Jerry Brummer	_____	_____	_____	_____
Brian Barney	_____	_____	_____	_____

Attachment A



2023-019

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CROOK

IN THE MATTER OF)
INITIATING A POTENTIAL)
AMENDMENT TO CROOK)
COUNTY'S DESTINATION)
RESORT OVERLAY MAP)

ORDER 2023-12

WHEREAS, Crook County is tasked with adopting and maintaining a comprehensive plan for land use pursuant to, among others, ORS 215.050; and

WHEREAS, under ORS 197.455(2) counties shall adopt a map consisting of lands eligible for a destination resort within its county as part of its comprehensive plan; and

WHEREAS, Crook County adopted its Destination Resort Overlay Map on May 22, 2002 via Ordinance No. 18, Amendment 60 and Ordinance No. 17, Amendment 52; and

WHEREAS, Crook County's Destination Resort Overlay was amended two additional times, via Ordinances 187 and 210, the latter occurring on October 7, 2009; and

WHEREAS, Ordinance 210 was initiated in response to the 2008 Ballot Measure 7-47, in which the electors of Crook County voted to prevent the approval of any new destination resorts; and

WHEREAS, at the time of Ordinance 210, Crook County Planning Department Application DR-08-0092, known as Crossing Trails and defined on Exhibit E of Ordinance 210, was in pending litigation; and

WHEREAS, Ordinance 210 stated that the property underlying DR-08-0092 shall be removed from the Destination Resort Overlay Map effective upon the exhaustion of all appellate remedies; and

WHEREAS, DR-08-0092 is now void, following the expiration of its final extension in November of 2022; and

WHEREAS, Pursuant to ORS 215.110(2) and Crook County Code 18.168.020(3), an amendment to a comprehensive plan may be initiated by the governing body of the County; and

WHEREAS, Pursuant to ORS 215.110(2) and Crook County Code 18.169.050(4), amendments to the County's comprehensive plan map initiated by the County's governing body shall request a report and recommendation regarding the potential ordinance from the Crook County Planning Commission prior to enactment.

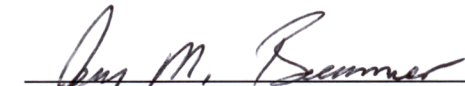
NOW, THEREFORE, the Crook County Court hereby **ORDERS** that the **Crook County Planning Commission** prepare a Report and Recommendation to the Crook County Court, within 60 days from the date of this Order, regarding an ordinance to remove the land identified as Exhibit E of Ordinance 210, attached herein, from the Crook County Destination Resort Overlay map.

DATED this 1st day of March 2023.

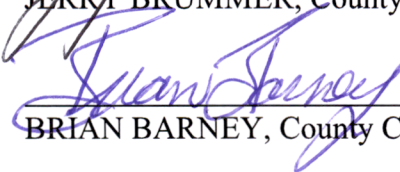
CROOK COUNTY COURT



SETH CRAWFORD, County Judge



JERRY BRUMMER, County Commissioner



BRIAN BARNEY, County Commissioner

STATE OF OREGON } ss 2009084
COUNTY OF CROOK }
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 07th DAY OF
October, 20 09, AT 2:45 P. M.
AND RECORDED IN CJRNL
RECORDS OF SAID COUNTY MF NO. 2009-084
DEANNA E. BERMAN, CROOK COUNTY CLERK
BY Deanna E. Berma DEPUTY

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

**AN ORDINANCE AMENDING THE
CROOK COUNTY ZONING MAP AND
COMPREHENSIVE PLAN TO AMEND
THE DESTINATION RESORT
OVERLAY ZONE MAP AND
DECLARING AN EMERGENCY**

**Ordinance No. 210
(Re-Adopted Pursuant to State of Oregon
Land Use Board of Appeals Remanded and
Amended)**

WHEREAS, the voters of Crook County on May 20, 2008 voted 4,409 to 2,233 in favor of advisory Ballot Measure 7-47 to remove the Destination Resort Overlay Zone Map (Eligibility Map) to prevent approval of more destination resorts in a manner that would not affect existing resorts; and

WHEREAS, the Crook County Court provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt this ordinance; provided the Crook County Planning Commission an opportunity to comment; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this ordinance to the general public as required by the Crook County Code; and

WHEREAS, the legislative amendments are authorized by title 18 Chapter 18.168 of the Crook County Code and the Comprehensive Plan of Crook County;

NOW, THEREFORE, this 7th day of October, 2009, the Crook County Court ordains as follows:

SECTION ONE. *Amendment.* Ordinance 18, Amendment 60, Section 1, and Ordinance 17, Amendment 53, Section 1, Exhibit A are amended by repealing the existing Destination Resort Overlay Zone Map adopted May 22, 2002 as amended by Ordinance 187 and substituting the following described properties to be mapped as designated for destination resorts. The properties comprise the area within the boundaries of existing approved and currently applied for destination resorts in Crook County (as shown on the map attached hereto as Exhibit A):

- A. That property known as Brasada Ranch and defined as described in Exhibit B.
- B. That property known as Remington Ranch and defined as described in Exhibit C.

C. That property known as Hidden Canyon and defined as described in Exhibit D.

D. That property known as Crossing Trails and defined as described in Exhibit E.

If the County or another appellate body ultimately approves Crook County Planning Department Application DR-08-0092 (titled at the time of adoption of this ordinance as "Crossing Trails") that property shall maintain its Destination Resort Overlay effective upon the exhaustion of all appellate remedies. If the County or another appellate body denies the application, the Destination Resort Overlay shall be removed effective upon the exhaustion of all appellate remedies.

SECTION TWO. *Effect upon future amendments/Measure 49 claims.* This amendment of the Destination Resort Overlay does not prohibit future amendments to the Destination Resort Overlay in accordance with the Crook County Comprehensive Plan, Crook County Code and State Law. This amendment is not intended to affect any potential claims pursued under what is commonly referred to as Ballot Measure 49 passed by the voters of the State of Oregon in the November 2007 Election.

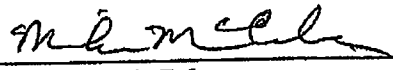
SECTION THREE. *Emergency.* This Ordinance being necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist and this Ordinance shall become effective upon signing.

First Reading: October 7, 2009.

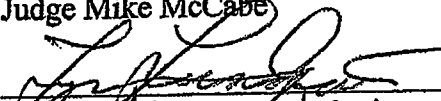
Second Reading: October 7, 2009.

Dated this 7th day of October 2009.

CROOK COUNTY COURT



Judge Mike McCabe



Commissioner Lynn Lundquist



Commissioner Ken Fahlgren

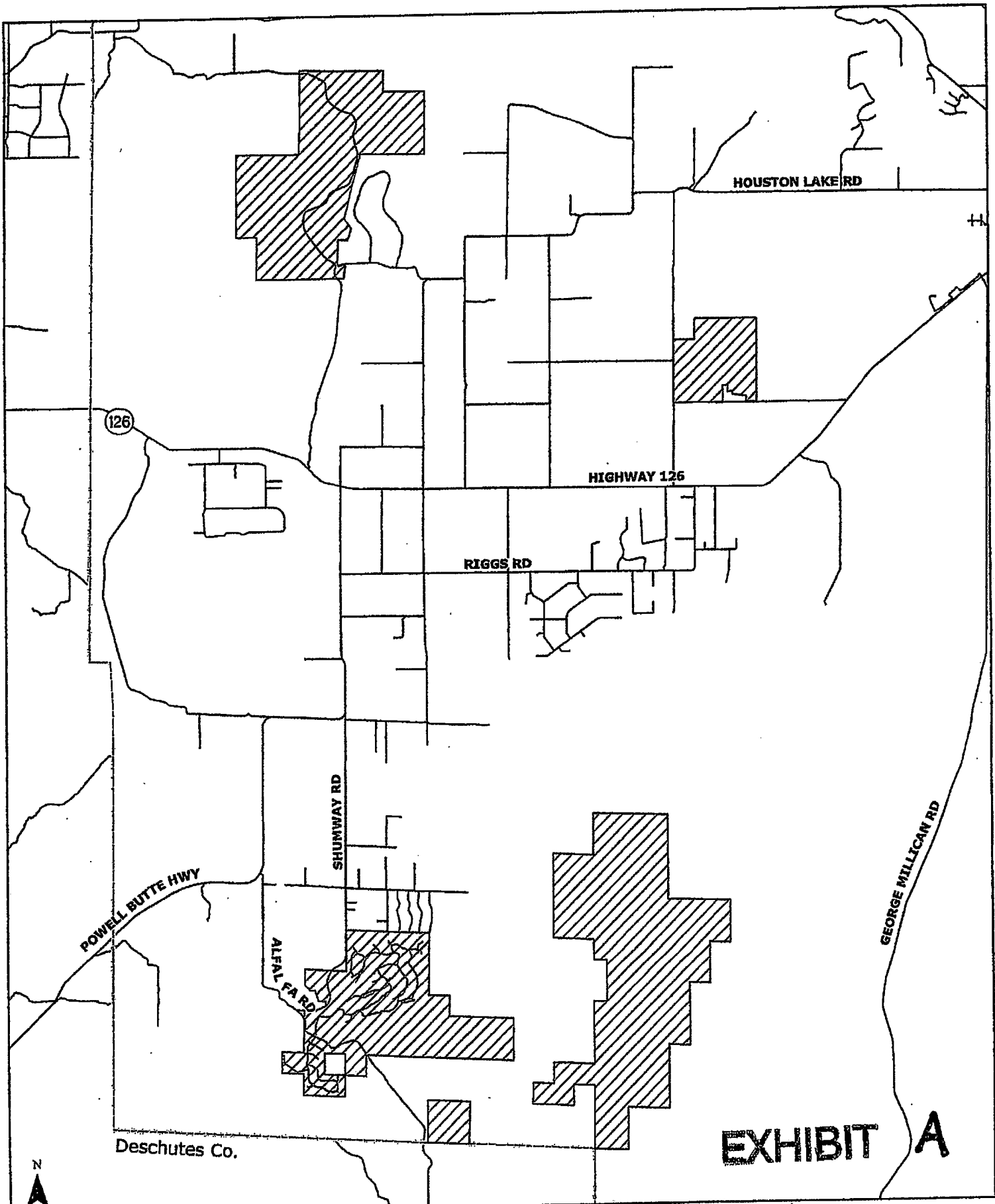
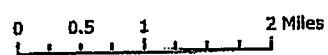


EXHIBIT A

Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES, OR THE AUTHORITY AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-9930.

Destination Resort Overlay Crook Co.

 Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS



Legend

 Destination Resort Overlay

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

TRACT I:

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 4, Government Lot 1, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5 and the NW $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT II:

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, and in the NE $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW $\frac{1}{4}$ of Section 4 and in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT IV:

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT V:

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, in the NE $\frac{1}{4}$ of Section 9 and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VI:

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VII:

In Township 14 South, Range 14 East of the Willamette Meridian:
Section 34: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

The premises are in Crook County, and are described as follows:

TRACT I

Parcel Three (3) of Partition Plat No. 2004-18, Recorded July 8, 2005 in Partitions MF No. 191841, Records of Crook County, Oregon, a Partition of Parcel 2 of Partition Plat 2001-22, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

TRACT II

Parcel One (1), Two (2) and Three (3) of Partition Plat No. 2004-40, Recorded December 27, 2004 in Partitions MF No. 196480, Records of Crook County, Oregon, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.



**Crook County Community Development
Planning Division**

300 NE 3rd Street, Room 12, Prineville Oregon 97754
541-447-3211
plan@crookcountyor.gov
www.co.crook.or.us

**CROOK COUNTY PLANNING COMMISSION RECOMMENDATION
PROPOSED COMPREHENSIVE MAP AMENDMENT 217-23-000252-PLNG**

May 9, 2023

APPLICANT: Crook County Community Development Department

REQUEST: The Crook County Planning Commission was directed by the Crook County Court through Order 2023-12 voted on March 1, 2023, to prepare a Report and Recommendation to the Crook County Court regarding an ordinance to remove the land identified as Exhibit E of Ordinance 210 (attached within Attachment A) from the Crook County Destination Resort Overlay Map.

Specifically, the amendments consist of the following:

- Amending the Destination Resort Overlay Map, approved and amended by the following ordinances:
 - Ordinance No. 18, Amendment 60
 - Ordinance No. 17, Amendment 52
 - Ordinance 187
 - Ordinance 210

The Planning Department provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt Ordinance 337; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this amendment to the general public as required by the Crook County Code.

I. APPLICABLE CRITERIA

Crook County Code

Title 18 Zoning

Chapter 18.168 Legislative Amendments

Oregon Revised Statutes

Chapter 197 Comprehensive Land Use Planning

197.610 - Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development.

ORS 215 County Planning; Zoning; Housing Codes

215.503 – Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions.

II. FINDINGS OF FACT

Crook County Code

Title 18 Zoning

Chapter 18.168 Legislative Amendments

18.168.010 Legislative hearings.

(1) When the court or an agency of the court is required by state statute or this title to conduct a hearing on legislative matters, it shall hold the hearing in accordance with the applicable procedures of this chapter.

(2) "Legislative matters" generally involve a broad public policy decision that applies to other than an individual property owner. These include, without limitation, amendments to the text of the comprehensive plan, zoning ordinance, or the subdivision ordinance and changes to the comprehensive plan map and/or zoning maps not directly affecting individual property owners.

FINDING: The request involves amending the comprehensive plan map, which falls under a "Legislative matter." Hearing are being held in accordance with CCC 18.168. The request complies.

18.168.020 Authorization to initiate amendments.

The application for a hearing on any legislative matter may be initiated by any of the following:

*(***)*

(3) County court on its own motion and order.

FINDING: On March 1, 2023, The Crook County Court voted on and approved Order 2023-12, which initiated the amendment process. The request complies.

18.168.030 Notice.

(1) Notice of the hearing to enact any legislative matter shall be published in a local newspaper of general circulation at least 10 days in advance of each hearing in accordance with the requirements of ORS [215.223](#). During a hearing properly advertised, the matter may be continued to another date certain without additional public notice. Notice may be given by other means such as mail, radio and television.

(2) The notice shall contain at least the following information:

(a) A statement of the proposed public action;

(b) The department of the county from which additional information can be obtained; and

(c) The time, place, date and methods for presentation of views by interested persons.

(3) When applicable notice to DLCDD shall be provided as required by ORS [197.610](#) and [197.615](#).

(4) When applicable notice to affected property owners shall be provided as required by ORS [215.503\(2\)](#).

FINDING: Notice of the hearing was posted in the Central Oregonian on April 11, 2023, 15 days before the April 26, 2023, hearing. As evidenced by the notice, the requirements of subsections (2)(a)-(c), were included in the notice. Notice was provided to DLCD in accordance with ORS 197.610 on March 22, 2023. Notice was also provided in accordance with ORS 215.203. The request complies.

18.168.040 Submission of written testimony.

Any person may submit written recommendations and comments, copies of which shall be kept on file and made available for public inspection. Time limitations on the acceptance of written testimony shall be determined by the hearing authority.

FINDING: To date, written testimony has not been received for the amendment, but if any is received it shall be kept in accordance with the above criteria. Testimony may be received up until the close of either hearings before the Planning Commission and County Court.

18.168.050 Number and manner of hearings.

(1) Subject to subsection (4) of this section, the planning commission shall conduct no less than one public hearing on the proposed legislative matter.

(2) The planning commission shall, within 20 working days after the last hearing, issue a written recommendation to the court for approval, approval as modified, or disapproval. The written recommendation shall also contain a statement of findings of fact and conclusion, which supports the recommendation.

(3) The county court, after receiving the written recommendation from the planning commission, shall schedule and conduct a public hearing on the proposed legislative matter. The public hearing may be conducted as described in CCC [18.172.081](#).

(4) If an ordinance is initiated by the governing body, it shall, unless waived by a majority vote of the county court, prior to enactment, request a report and recommendation regarding the ordinance from the planning commission. The planning commission shall submit the report and recommendation by the date and time stated in the request. Such date and time shall be reasonable. (Ord. 236 § 4 (Exh. D), 2010; Ord. 18 § 8.050, 2003)

FINDING: A hearing is scheduled with the Planning Commission for April 26, 2023. Subsequent hearings will be held by the Crook County Court on dates to be determined. The request shall follow the remaining procedures of subsections (3) and (4). The request complies.

Oregon Revised Statutes

Chapter 197 Comprehensive Land Use Planning

197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules.

(1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

FINDING: The County submitted notice to the Department of Land Conservation and Development (DLCD) on March 22, 2023. Public notice was published in the Central Oregonian on April 11, 2023.

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

FINDING: The county has not determined that emergency circumstances require an expedited review, and the applicable deadlines will be met. The criterion does not apply.

(3) Submission of the proposed change must include all of the following materials:

(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;

(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;

(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;

(d) The date set for the first evidentiary hearing;

(e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and

(f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

FINDING: The March 22, 2023, submission to DLCD summarized the proposed changes, application, County Court Order 2023-12, the date for the first evidentiary hearing, and a draft public notice including information regarding the availability of a final staff report.

(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:

(a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and

(b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.

FINDING: Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website. A Measure 56 Notice was also provided in accordance with ORS 215.503. The proposal complies.

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

FINDING: The local government finds that the proposed change is an amendment to an already approved Destination Resort Overlay Map, in accordance with Goal 8 (Recreational Needs). Removing a property from the approved overlay only requires additional review through ORS 215.503, which dictates when Measure 56 Notice must be sent to affected property owners. The applicable criteria are addressed later in this report. No other goals or statutes apply.

ORS 215 County Planning; Zoning; Housing Codes

215.503 Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions.

(1) As used in this section, "owner" means the owner of the title to real property or the contract purchaser of real property, of record as shown on the last available complete tax assessment roll.

(2) All legislative acts relating to comprehensive plans, land use planning or zoning adopted by the governing body of a county shall be by ordinance.

FINDING: The required mailing was sent to all owners of title to real property or the contract purchasers of real property, of record as shown on the last available complete tax assessment roll. Once reviewed by the Planning Commission, the request shall be drafted into an ordinance and reviewed by the Crook County Court for final approval.

(3) Except as provided in subsection (6) of this section and in addition to the notice required by ORS 215.060, at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to amend an existing comprehensive plan or any element thereof or to adopt a new comprehensive plan, the governing body of a county shall cause a written individual notice of land use change to be mailed to each owner whose property would have to be rezoned in order to comply with the amended or new comprehensive plan if the ordinance becomes effective.

FINDING: Subsection (6) does not apply. Notice was provided in accordance with ORS 215.060 on April 11, 2023, in the Central Oregonian. The initial hearing date was scheduled for April 26, 2023. Staff mailed the individual notice of land use change to the owner whose properties are affected by the amendment on March 23, 2023. With the notice having been sent 34 days prior to the hearing, this meets the 20-40 day notice requirement. The request complies.

(4) In addition to the notice required by ORS 215.223 (1), at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to rezone property, the governing body of a county shall cause a written individual notice of land use change to be mailed to the owner of each lot or parcel of property that the ordinance proposes to rezone.

FINDING: The proposal does not involve a zone change, only the amendment of the Destination Resort Overlay. The criteria does not apply.

(5) An additional individual notice of land use change required by subsection (3) or (4) of this section shall be approved by the governing body of the county and shall describe in detail how the proposed ordinance would affect the use of the property. The notice shall:


(***)

FINDING: Subsection (5) outlines the specific language that must be included within the required mailing. As found within the notice sent on March 23, 2023, the notice included the required language, and the request complies.

III. RECOMMENDATION: The Planning Commission recommends the Crook County Court review the proposed amendment, and recommend adoption of the proposed amendment.

Respectfully,

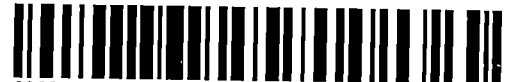
DocuSigned by:
Michael Warren II
4EDCCC4061D5441...
Michael Warren II, Planning Commission Chair


Brent Bybee, Planning Manager
Crook County Community Development

Attachment A: Order 2023-12

Attachment B: Amended Destination Resort Map & Amended Property Descriptions

Attachment A



2023-019

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CROOK

IN THE MATTER OF)
INITIATING A POTENTIAL)
AMENDMENT TO CROOK)
COUNTY'S DESTINATION)
RESORT OVERLAY MAP)

ORDER 2023-12

WHEREAS, Crook County is tasked with adopting and maintaining a comprehensive plan for land use pursuant to, among others, ORS 215.050; and

WHEREAS, under ORS 197.455(2) counties shall adopt a map consisting of lands eligible for a destination resort within its county as part of its comprehensive plan; and

WHEREAS, Crook County adopted its Destination Resort Overlay Map on May 22, 2002 via Ordinance No. 18, Amendment 60 and Ordinance No. 17, Amendment 52; and

WHEREAS, Crook County's Destination Resort Overlay was amended two additional times, via Ordinances 187 and 210, the latter occurring on October 7, 2009; and

WHEREAS, Ordinance 210 was initiated in response to the 2008 Ballot Measure 7-47, in which the electors of Crook County voted to prevent the approval of any new destination resorts; and

WHEREAS, at the time of Ordinance 210, Crook County Planning Department Application DR-08-0092, known as Crossing Trails and defined on Exhibit E of Ordinance 210, was in pending litigation; and

WHEREAS, Ordinance 210 stated that the property underlying DR-08-0092 shall be removed from the Destination Resort Overlay Map effective upon the exhaustion of all appellate remedies; and

WHEREAS, DR-08-0092 is now void, following the expiration of its final extension in November of 2022; and

WHEREAS, Pursuant to ORS 215.110(2) and Crook County Code 18.168.020(3), an amendment to a comprehensive plan may be initiated by the governing body of the County; and

WHEREAS, Pursuant to ORS 215.110(2) and Crook County Code 18.169.050(4), amendments to the County's comprehensive plan map initiated by the County's governing body shall request a report and recommendation regarding the potential ordinance from the Crook County Planning Commission prior to enactment.

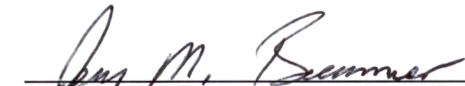
NOW, THEREFORE, the Crook County Court hereby **ORDERS** that the **Crook County Planning Commission** prepare a Report and Recommendation to the Crook County Court, within 60 days from the date of this Order, regarding an ordinance to remove the land identified as Exhibit E of Ordinance 210, attached herein, from the Crook County Destination Resort Overlay map.

DATED this 1st day of March 2023.

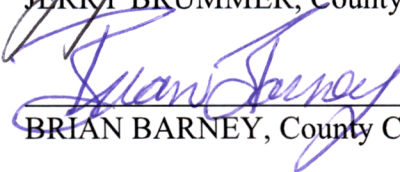
CROOK COUNTY COURT



SETH CRAWFORD, County Judge



JERRY BRUMMER, County Commissioner



BRIAN BARNEY, County Commissioner

STATE OF OREGON } ss 2009084
COUNTY OF CROOK }
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 07th DAY OF
October, 20 09, AT 2:45 P. M.
AND RECORDED IN CJRNL
RECORDS OF SAID COUNTY MF NO. 2009-084
DEANNA E. BERMAN, CROOK COUNTY CLERK
BY Deanna E. Berma DEPUTY

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

**AN ORDINANCE AMENDING THE
CROOK COUNTY ZONING MAP AND
COMPREHENSIVE PLAN TO AMEND
THE DESTINATION RESORT
OVERLAY ZONE MAP AND
DECLARING AN EMERGENCY**

**Ordinance No. 210
(Re-Adopted Pursuant to State of Oregon
Land Use Board of Appeals Remanded and
Amended)**

WHEREAS, the voters of Crook County on May 20, 2008 voted 4,409 to 2,233 in favor of advisory Ballot Measure 7-47 to remove the Destination Resort Overlay Zone Map (Eligibility Map) to prevent approval of more destination resorts in a manner that would not affect existing resorts; and

WHEREAS, the Crook County Court provided a 45-day notice and opportunity to comment to the State Department of Land Conservation and Development related to the County's intent to adopt this ordinance; provided the Crook County Planning Commission an opportunity to comment; provided a notice to affected property owners pursuant to that amendment to the Oregon Constitution commonly referred to as Measure 56 and provided a 10-day advance notice and opportunity to comment upon this ordinance to the general public as required by the Crook County Code; and

WHEREAS, the legislative amendments are authorized by title 18 Chapter 18.168 of the Crook County Code and the Comprehensive Plan of Crook County;

NOW, THEREFORE, this 7th day of October, 2009, the Crook County Court ordains as follows:

SECTION ONE. *Amendment.* Ordinance 18, Amendment 60, Section 1, and Ordinance 17, Amendment 53, Section 1, Exhibit A are amended by repealing the existing Destination Resort Overlay Zone Map adopted May 22, 2002 as amended by Ordinance 187 and substituting the following described properties to be mapped as designated for destination resorts. The properties comprise the area within the boundaries of existing approved and currently applied for destination resorts in Crook County (as shown on the map attached hereto as Exhibit A):

- A. That property known as Brasada Ranch and defined as described in Exhibit B.
- B. That property known as Remington Ranch and defined as described in Exhibit C.

C. That property known as Hidden Canyon and defined as described in Exhibit D.

D. That property known as Crossing Trails and defined as described in Exhibit E.

If the County or another appellate body ultimately approves Crook County Planning Department Application DR-08-0092 (titled at the time of adoption of this ordinance as "Crossing Trails") that property shall maintain its Destination Resort Overlay effective upon the exhaustion of all appellate remedies. If the County or another appellate body denies the application, the Destination Resort Overlay shall be removed effective upon the exhaustion of all appellate remedies.

SECTION TWO. *Effect upon future amendments/Measure 49 claims.* This amendment of the Destination Resort Overlay does not prohibit future amendments to the Destination Resort Overlay in accordance with the Crook County Comprehensive Plan, Crook County Code and State Law. This amendment is not intended to affect any potential claims pursued under what is commonly referred to as Ballot Measure 49 passed by the voters of the State of Oregon in the November 2007 Election.

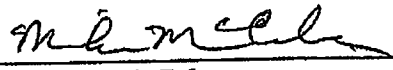
SECTION THREE. *Emergency.* This Ordinance being necessary for the health, welfare and safety of the people of Crook County, an emergency is hereby declared to exist and this Ordinance shall become effective upon signing.

First Reading: October 7, 2009.

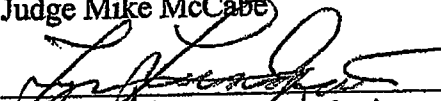
Second Reading: October 7, 2009.

Dated this 7th day of October 2009.

CROOK COUNTY COURT



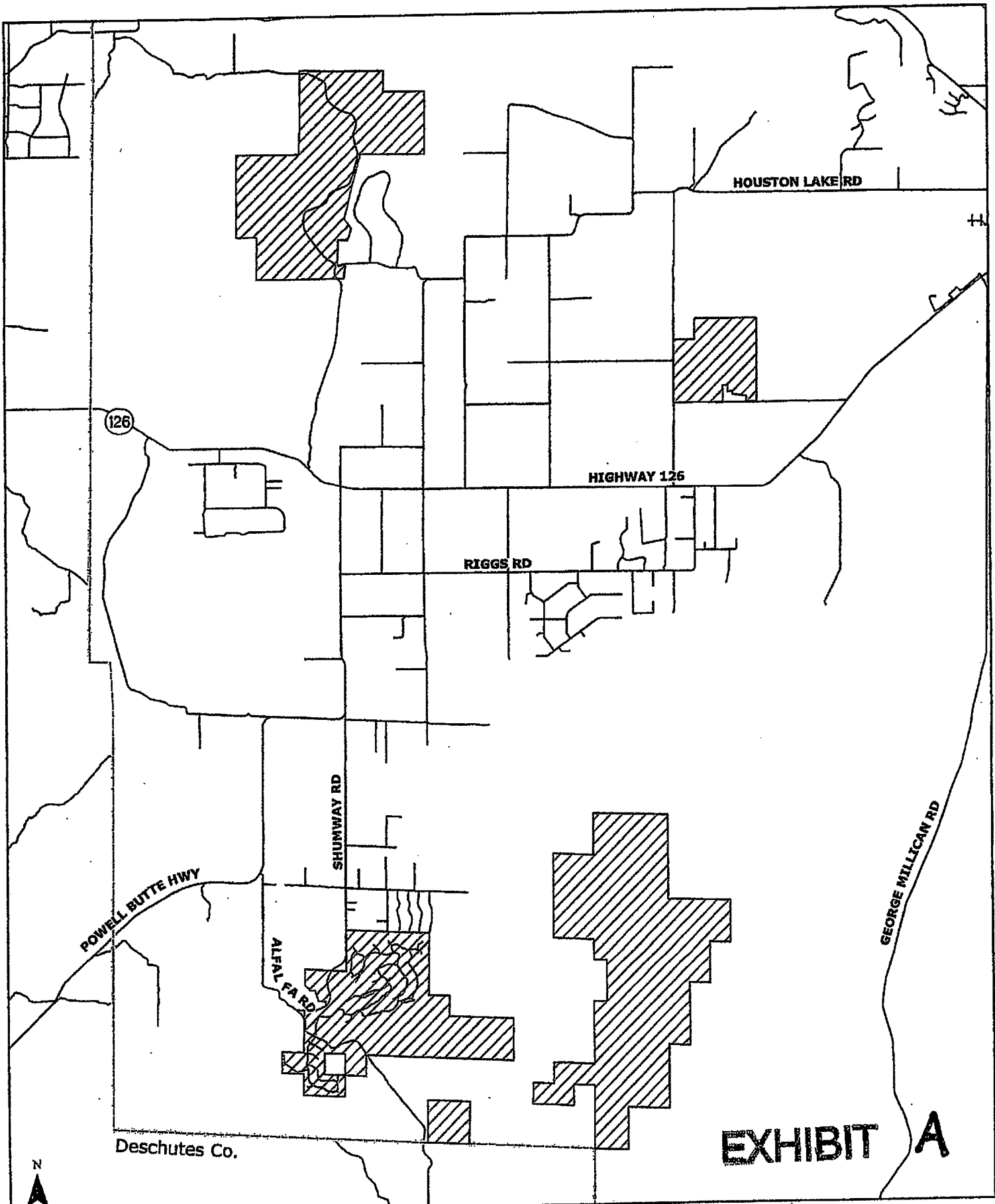
Judge Mike McCabe



Commissioner Lynn Lundquist

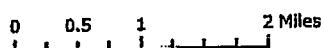


Commissioner Ken Fahlgren



DISCLAIMER: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES, OR THE AUTHORITY AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-9930.

Destination Resort Overlay Crook Co.



Legend

 Destination Resort Overlay

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

TRACT I:

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 4, Government Lot 1, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5 and the NW $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT II:

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, and in the NE $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW $\frac{1}{4}$ of Section 4 and in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT IV:

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT V:

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, in the NE $\frac{1}{4}$ of Section 9 and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VI:

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VII:

In Township 14 South, Range 14 East of the Willamette Meridian:
Section 34: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

The premises are in Crook County, and are described as follows:

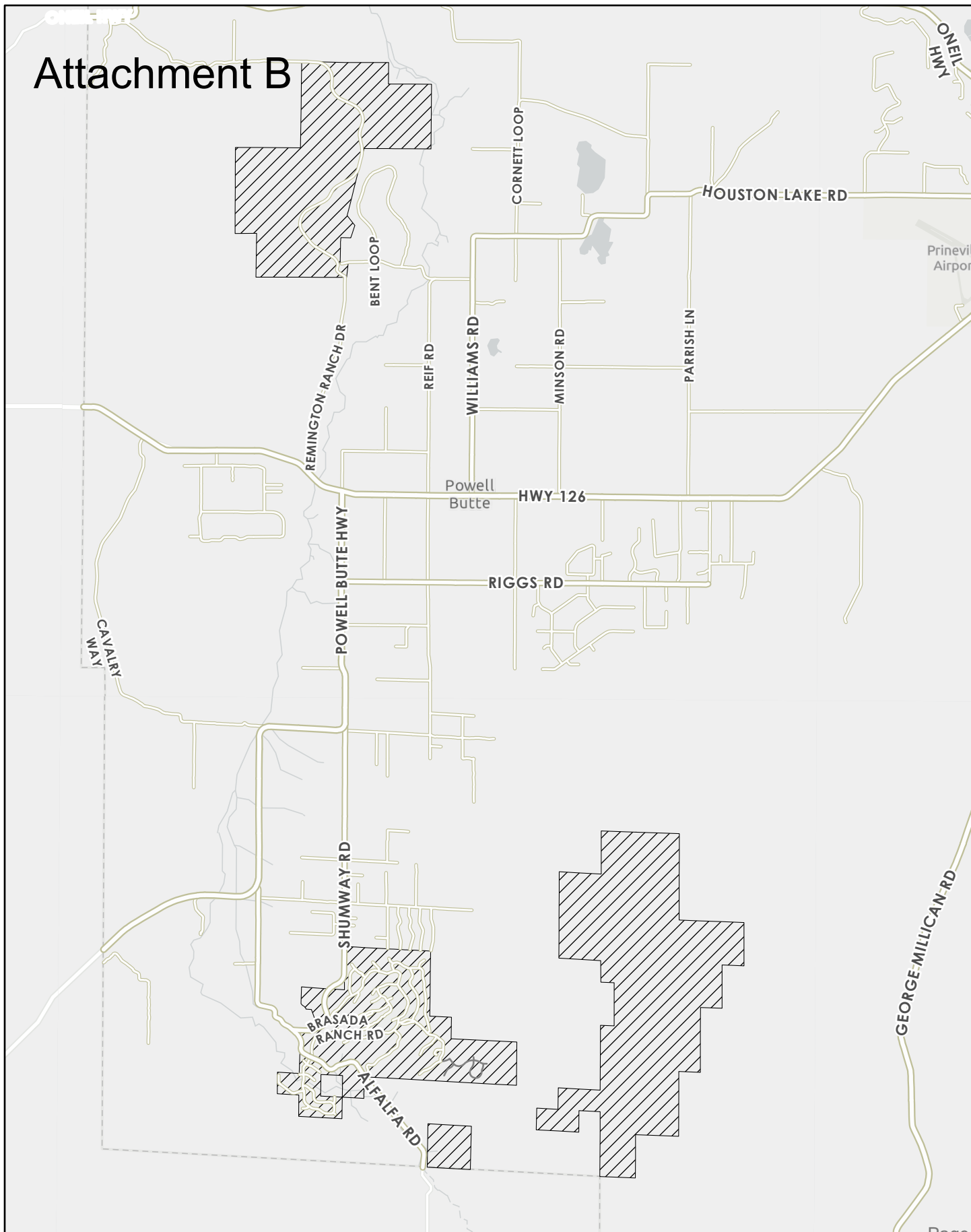
TRACT I

Parcel Three (3) of Partition Plat No. 2004-18, Recorded July 8, 2005 in Partitions MF No. 191841, Records of Crook County, Oregon, a Partition of Parcel 2 of Partition Plat 2001-22, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

TRACT II


Parcel One (1), Two (2) and Three (3) of Partition Plat No. 2004-40, Recorded December 27, 2004 in Partitions MF No. 196480, Records of Crook County, Oregon, located in Section 17, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon.

Attachment B



2

Miles

 Destination Resorts

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

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TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

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TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

TRACT I:

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 4, Government Lot 1, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5 and the NW $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT II:

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, and in the NE $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW $\frac{1}{4}$ of Section 4 and in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT IV:

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT V:

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, in the NE $\frac{1}{4}$ of Section 9 and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VI:

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VII:

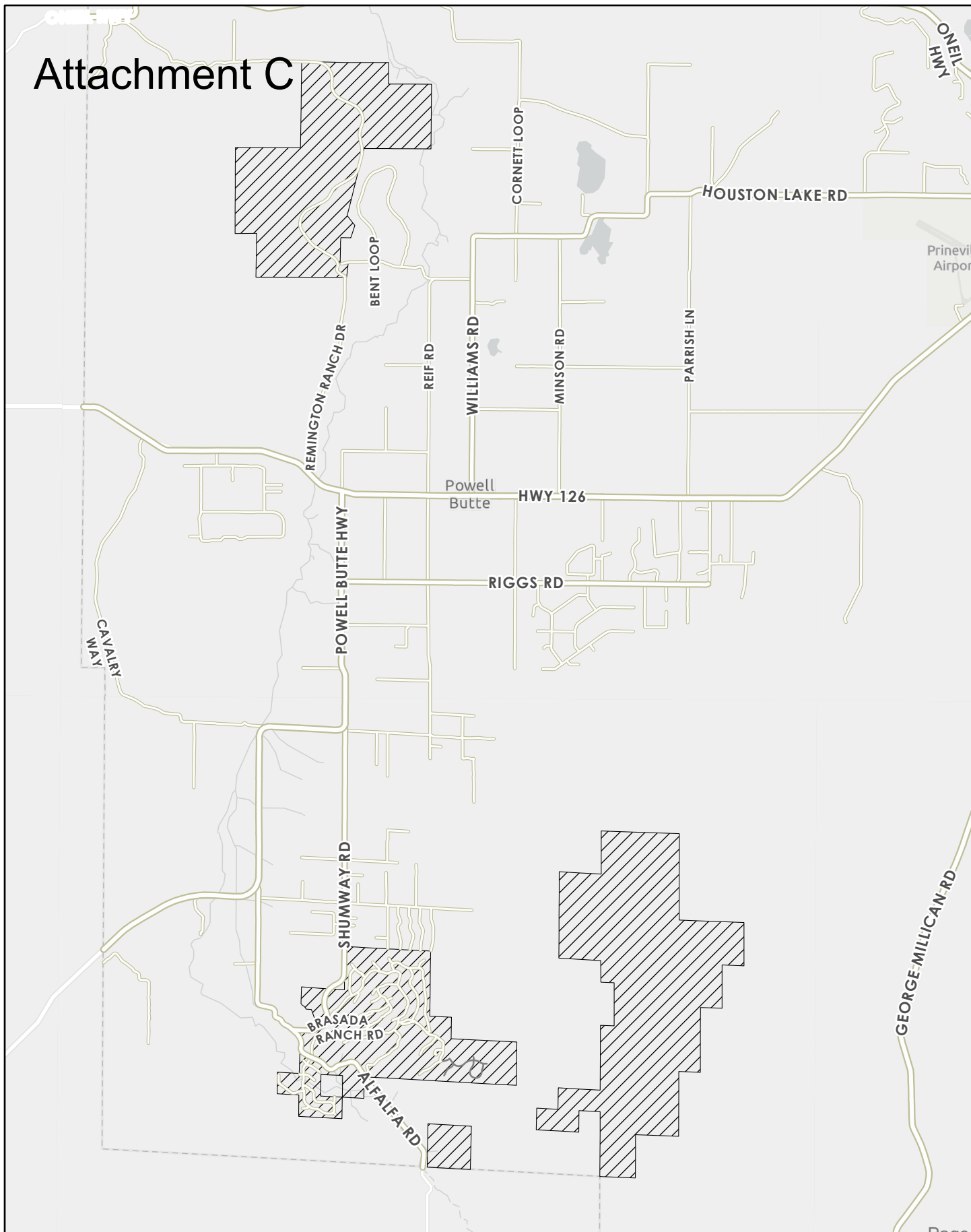
In Township 14 South, Range 14 East of the Willamette Meridian:
Section 34: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.


EXHIBIT C-2

Attachment C



2

Miles

 Destination Resorts

The premises are in Crook County, and are described as follows:

TRACT I:

That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northwest one-quarter Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South one-half Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast one-quarter Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partition MF No. 118915, Records of Crook County, Oregon, which lies in that portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, lying Southerly of the Powell Butte County Road, also known as Alfalfa County Road, and the Southerly boundary of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TRACT II:

That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon which lies in the east one-half (E $\frac{1}{2}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 3 of Partition Plat No. 1994-29, Recorded December 30, 1994 in Partitions MF No. 118915, Records of Crook County, Oregon, which lies in the Northeast one-quarter (NE $\frac{1}{4}$) of Section 28, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel Two (2) of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon.

TOGETHER WITH: That portion of Parcel 1 of Partition Plat No. 1996-62, Recorded December 31, 1996 in Partitions MF No. 131589, Records of Crook County, Oregon, which lies in the Southwest one-quarter (SW $\frac{1}{4}$) of Section 27, Township 16 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

Located in CROOK COUNTY, OREGON:

TRACT I:

Parcels One (1) and Three (3) of Partition Plat No. 1999-31 Recorded December 17, 1999, in Partitions MF No. 152743, Records of Crook County, Oregon, located in a portion of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 4, Government Lot 1, the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5 and the NW $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT II:

Parcel One (1) and Two (2) of Partition Plat No. 2000-22, Recorded June 30, 2000 in Partitions MF No. 156385, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, and in the NE $\frac{1}{4}$ of Section 9, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT III:

Parcel One (1) and Two (2) of Partition Plat No. 2001-21, Recorded June 29, 2001 in Partitions MF No. 163559, Records of Crook County, Oregon, located in the SW $\frac{1}{4}$ of Section 4 and in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT IV:

Parcels One (1) and Two (2) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in Section 4, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT V:

Parcel Three (3) of Partition Plat No. 2001-23, Recorded June 29, 2001 in Partitions MF No. 163587, Records of Crook County, Oregon, located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, in Section 4, in the NE $\frac{1}{4}$ of Section 9 and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VI:

Parcel Three (3) of Partition Plat No. 2001-39, Recorded December 11, 2001 in Partitions MF No. 167111, Records of Crook County, Oregon, located in Section 33 and a portion of Section 34, Township 14 South, Range 14 East of the Willamette Meridian, Crook County, Oregon.

TRACT VII:

In Township 14 South, Range 14 East of the Willamette Meridian:
Section 34: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$

Located in Crook County, Oregon;

A portion of Section 3, 4, 9, and 10, Township 15 South, Range 14 East of the Willamette Meridian, Crook County, Oregon, being described as follows: Beginning at the Northwest corner of said Section 4, begin a 2 1/2" brass cap mounted on a 2 1/2" x 30" galvanized iron pipe; thence North 89°59'39" East along the North line of said Section 4, a distance of 2652.66 feet to the North one-quarter corner of said section, being a 2 1/2" brass cap on a 2 1/2" iron pipe; thence South 89°38'49" East along said section line a distance of 2645.22 feet to the Northeast corner of said Section 4, being a 2 1/2" brass cap on a 2 1/2" iron pipe, thence North 89°59'08" East along the North line of said Section 3, a distance of 1251.42 feet to a 5/8" iron rod on the westerly boundary of the plat of Twin Lakes Ranch according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon thence leaving said section line along said westerly plat boundary along the following courses, South 14°14'16" West 4216 feet to a 5/8" iron rod, thence South 37°46'17" East 784.06 feet to a 5/8" iron rod, thence South 17°33'10" West 156.97 feet to the true point of beginning, as marked by a 1/2" iron rod, thence continue South 17°33'10" West 629.68 feet to a 5/8" iron rod, thence North 89°57'54" West 600.18 feet to a 5/8" iron rod, thence North 600.00 feet to a 1/2" iron rod, thence Easterly 790.08 feet to the true point of beginning.

EXHIBIT C-2

Located in CROOK COUNTY, OREGON:

TRACT I

Located in Crook County, Oregon:

TOWNSHIP 16 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN:

Section 13: SE1/4

Section 24: NE1/4

Section 35: SW1/4

TOWNSHIP 16 SOUTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN:

Section 18: All

Section 19: Lots 1, 2 and 3; E1/2W1/2; E1/2

Section 20: W1/2; W1/2E1/2; E1/2SE1/4

Section 29: N1/2; SW1/4; SE1/4

Section 30: Lots 2, 3 and 4; E1/2W1/2; E1/2

Section 31: Lots 1, 2, 3 and 4 ; E 1/2 of the W 1/2; NE1/4

Section 32: NW1/4; N1/2SW1/4

TRACT II

In Township 16 South, Range 14 East of the Willamette Meridian:

Section 36: The North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the Southeast quarter of the Northwest quarter.