



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, March 19, 2025 at 9:00 am

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

PUBLIC COMMENT

Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.

CONSENT AGENDA

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

- 1. Inter-County Mutual Aid Agreement Review & Update**
- 2. Approval of Hangar Building Land Lease at Airport**
- 3. Airport Hangar Project - Approval for Precision Approach Engineering Service during Construction Contract**
- 4. 2025-2027 Community Dispute Resolution Program Grant Funds**

DISCUSSION

- 5. The Hub Project Grant Funding Request for Year 1**

Requester: Mandi Puckett

HDCA Community Relations Director

- 6. Consider recommendation to the Compensation Committee**

Requester: Will Van Vactor

County Manager

MANAGER REPORT

7. Letter of Support - Reauthorization of SRS Program

COMMISSIONER UPDATES

PUBLIC COMMENT

Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.

EXECUTIVE SESSION

None Scheduled

NOTICE AND DISCLAIMER

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

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

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

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

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

Additional Items

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

6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 03/13/2025 at 8:37 AM

AGENDA ITEM REQUEST



Date:

3/4/2025

Meeting date desired:

3/12, 3/19

Subject:

Inter-County Mutual Aid Agreement Review & Update

Background and policy implications:

[Multi-County Omnibus Agreement](#) (link to Marion County website that houses all of the agreements)

The current agreement that Crook County adopted has commissioner signatures from 2010/2011. The agreement is reviewed annually by legal and emergency management staff and due to multiple signatures and contact updates, we are taking the opportunity to present an overview of the agreement and request updated signatures from the Board of Commissioners.

Budget/fiscal impacts:

Article VI – Payment for Emergency Assistance
Article VII – Independent Contractor
Article X – Loans of Equipment
Article XI – Loans of Materials and Supplies
Article XII – Loans of Personnel

Requested by:

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

Presenters:

AJ Crawford, County Emergency Manager
Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):

INTER-COUNTY MUTUAL AID AGREEMENT
Omnibus Agreement
2010 Revision

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties (hereinafter referred to as "Party Counties") to enable them to provide Emergency Assistance to each other during an Emergency.

WHEREAS, the Party Counties have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage Emergency Assistance among counties; and

WHEREAS, in the event of an Emergency, a Party County who has executed this Omnibus Agreement may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Party County may own and maintain equipment, supplies, and materials and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its supplies, materials, equipment, and/or personnel to other Party Counties in the event of an emergency; and

WHEREAS, the original version of this Omnibus Agreement became effective in August 2005; and

WHEREAS, based on subsequent use and review of the Omnibus Agreement, representatives of the Party Counties have drafted revised language to clarify the agreement's terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned County agrees as follows:

Article I – APPLICABILITY

This Omnibus Agreement is available for execution by all counties in Oregon. Execution of the Omnibus Agreement by a County will occur when the County signs an identical version of this Omnibus Agreement.

Article II – DEFINITIONS

- A. Assistance Costs are the costs associated with providing Emergency Assistance and include costs for equipment, personnel, services, materials, and supplies. For loaned equipment and personnel, Assistance Costs are those that extend beyond the first twelve (12) hours (usual and customary costs) incurred by the Lender in providing

any asset requested. Further agreements regarding Assistance Costs appear in Articles X, XI and XII, which address loans of equipment, materials and supplies, and personnel respectively.

- B. Borrower means a Party County who has made a request for Emergency Assistance and has received a commitment(s) from another Party County to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- C. Contact Person(s) means the person or persons designated by each Party County to request Emergency Assistance from or grant Emergency Assistance to another Party County pursuant to the terms of this Omnibus Agreement.
- D. County means an entire county government. Though the point of contact for this agreement is the Emergency Program Manager, all functions or departments of county government are included in this Omnibus Agreement, as Emergency Assistance could be provided by any discipline or department including, but not limited to, law enforcement, public works, health services, social services, building officials, engineers, information services, adult detention, and craft or tradesmen.
- E. Emergency includes, but is not limited to, a human-caused or natural event or circumstances within the area of operation of any Party County causing or threatening loss of life, damage to the environment, injury to person or property, and/or human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction; and said event or circumstance is or is likely to be beyond the capacity of an affected Party County or Party Counties, in terms of personnel, equipment, materials, and/or supplies, thereby requiring Emergency Assistance.
- F. Emergency Assistance means personnel, services, equipment, materials, and/or supplies offered during an Emergency by a Lender and accepted by a Borrower to assist in providing or restoring county government services when those services have been disrupted by the Emergency.
- G. Emergency Contact Information Form is the form to be submitted by each Party County that lists names, addresses, and 24-hour numbers for the County's Contact Person(s). The phone number of a dispatch office

or other facility staffed 24 hours-a-day that is capable of contacting the Contact Person(s) is also required.

- H. Emergency Program Manager means the sheriff or other person appointed by the executive officer or governing body of a Party County pursuant to ORS 401.305.
- I. Lender means a Party County who has agreed to deliver Emergency Assistance to another Party County pursuant to the terms and conditions of this Omnibus Agreement.
- J. Omnibus Agreement means this Inter-County Mutual Aid Agreement, which includes identical agreements executed in counterparts binding the executing counties to its terms and conditions to provide and receive Emergency Assistance. To be effective for purposes of receiving Emergency Assistance, this Omnibus Agreement must be fully executed and received by each Party County's Emergency Program Manager.
- K. Termination Date is the date upon which this Omnibus Agreement terminates pursuant to Articles V and XVI.

Article III – PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary as is the provision of Emergency Assistance. No Party County shall be liable to another Party County, or be considered to be in breach of or default under this Omnibus Agreement, on account of any delay in or failure to perform any obligation, except to make payment as specified in this Omnibus Agreement. However, each Party County who executes this Omnibus Agreement is expected to:

- A. Ensure that every other Party County is provided the County's most current Emergency Contact Information Form in a timely manner;
- B. Participate in scheduled meetings to coordinate operational and administrative issues to the maximum extent possible; and
- C. Participate in exercises intended to test and evaluate the operational and administrative procedures developed to implement this Omnibus Agreement.

Article IV – ROLES OF EMERGENCY PROGRAM MANAGERS OF PARTY COUNTIES

- A. Each Party County agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Omnibus Agreement.

B. The Emergency Program Managers from the Party Counties shall together:

1. Identify the Emergency Program Manager or designee from one of the Party Counties to serve as the administrator of this Omnibus Agreement.
2. Meet annually or more often as necessary to review this Omnibus Agreement, develop and maintain procedures for implementation and administration, and evaluate lessons learned from actual use of this Omnibus Agreement.
3. Identify industry standard rates pursuant to Article X of this Omnibus Agreement.
4. Develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

C. The Emergency Program Manager or designee of each Party County shall, to the extent reasonably possible:

1. Participate in any meetings convened to address administration and implementation of this Omnibus Agreement.
2. Ensure appropriate staff of the Party County are informed of pertinent implementation and coordination decisions and procedures.
3. Maintain a manual containing a master copy of this Omnibus Agreement (as amended or revised), a list of Party Counties, and a copy of each Party County's Emergency Contact Information Form.
4. Provide the Emergency Program Manager or designee of the Party County selected to serve as the administrator of this Omnibus Agreement with a copy of the County's Emergency Contact Information Form at the annual meeting of the Emergency Program Managers or whenever information in the form changes.
5. Notify all Party Counties if the County terminates its participation in this Omnibus Agreement.

- D. The Emergency Program Manager or designee of the Party County selected to serve as the administrator of this Omnibus Agreement shall, to the extent reasonably possible:
1. Notify all Party Counties whenever a new County executes the Omnibus Agreement.
 2. Provide each Party County with a copy of the signature page of each newly executed Omnibus Agreement.
 3. Provide each Party County with a copy of any new or updated Emergency Contact Information Form submitted by a Party County.
 4. Maintain and distribute checklists and other implementing procedures developed by the Party County Emergency Program Managers to assist Party Counties with the details of being a Borrower or Lender under the terms of this Omnibus Agreement.
 5. Organize and facilitate the annual meetings of the Party County Emergency Program Managers.
 6. Maintain a record of official documents associated with the development, adoption, implementation, and maintenance of this Omnibus Agreement including signed original agreements, Emergency Contact Information Forms, implementing procedures, and meeting agendas and minutes.

Article V – TERMS AND TERMINATION

- A. This Omnibus Agreement, which is the first revision of the original agreement, is effective upon execution by two-thirds of the counties party to the original Omnibus Agreement as outlined in Article XVI, Modifications.
- B. A Party County opting to terminate its participation in this Omnibus Agreement shall provide written notice to the Emergency Program Manager of each Party County. Notice of termination becomes effective upon receipt by the Emergency Program Managers. Any Party County terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI – PAYMENT FOR EMERGENCY ASSISTANCE

- A. A Borrower shall pay a Lender for all valid and invoiced costs associated with Emergency Assistance provided by the Lender within sixty (60)

days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

- B. In the event a Lender provides equipment, supplies or materials, the Lender shall have the option to accept cash or in-kind payment for the equipment, supplies or materials provided.

Article VII – INDEPENDENT CONTRACTOR

- A. Each Lender shall be and operate as an independent contractor of the Borrower in the provision of any Emergency Assistance. Employees of the Lender shall, at all times while performing Emergency Assistance, continue to be employees of the Lender and shall not be deemed employees of the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to all of its employees who perform Emergency Assistance. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to a Lender's employees. The costs associated with borrowed employees are subject to the reimbursement process outlined in Article XII.
- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Borrower under or by virtue of this Omnibus Agreement.

Article VIII – REQUESTS FOR EMERGENCY ASSISTANCE

Requests for Emergency Assistance shall be directed to the designated Contact Person(s) on the Emergency Contact Information Forms provided by the Party Counties. The extent to which a Lender provides any Emergency Assistance shall be at the Lender's sole discretion. In the event an Emergency impacts a large geographical area that activates either federal or state emergency laws, this Omnibus Agreement shall remain in effect until or unless it conflicts with such federal and/or state laws.

Article IX – GENERAL NATURE OF EMERGENCY ASSISTANCE

Emergency Assistance will be in the form of resources, such as equipment, supplies, materials, and personnel or the direct provision of services. Execution of the Omnibus Agreement shall not create any duty to respond on the part of any Party County. A Party County shall not be held liable for failing to provide

Emergency Assistance. A Party County has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "loaned" and "borrowed" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII. The Party Counties recognize that time is critical during an Emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

Article X – LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment such as construction equipment, vehicles, tools, pumps, motors, etc., may be made available upon request of a Party County. The first twelve (12) hours of use will be without cost to the Borrower. After the first twelve (12) hours, the cost to the Borrower for use of equipment shall be the Lender's actual costs or the Lender's costs based on current equipment rates. If no written rates have been established, the cost to the Borrower shall be based on the hourly operating costs set forth in an industry standard publication as selected by the Party County Emergency Program Managers, or as mutually agreed between the Borrower and Lender. For this Omnibus Agreement, equipment use begins at a time mutually agreed to by the Borrower and the Lender.

Equipment loans are subject to the following conditions:

- A. At the option of the Lender, equipment may be loaned with an operator. See Article XII for terms and conditions applicable to use of borrowed personnel.
- B. Each Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is," with no representations or warranties as to its fitness for a particular purpose or its general condition.
- C. Each Borrower shall, at its own expense, supply all fuel, lubrication and necessary maintenance for loaned equipment. The Borrower will take proper precaution in the operation, storage and maintenance of the Lender's equipment.
- D. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written request from the Lender for the return of the equipment. When requested to return equipment to the Lender, the Borrower shall make every effort to return the equipment to the Lender within 24 hours of the request. In all cases, the Borrower shall notify the Lender when the Lender's equipment is released.

- E. Lender's costs related to the transportation, handling, and loading/unloading of equipment shall be chargeable to the Borrower. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for the Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Borrower, or while being returned by the Borrower to the Lender, the Borrower shall reimburse the Lender for the reasonable cost of replacing or repairing said equipment. If the damaged equipment cannot be repaired within a time period specified by the Lender, then the Borrower shall reimburse the Lender for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If the Lender must lease or rent a piece of equipment while its equipment is being repaired or replaced, the Borrower shall reimburse the Lender for such costs. The Borrower shall have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. The Borrower shall not be liable for damage caused by the sole negligence of the Lender's operators.

Article XI – LOANS OF MATERIALS AND SUPPLIES

A Borrower shall reimburse a Lender in-kind or at the Lender's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between the Borrower and Lender. Other reusable materials and supplies, which are returned (unused) to the Lender in clean, damage-free, condition, shall not be charged to the Borrower and no rental fee will be charged. The Lender shall determine whether items returned are "clean and damage-free" and items shall be treated as partially consumed or non-returnable if they are found to be damaged.

Article XII – LOANS OF PERSONNEL

- A. A Lender may, at its option, make its employees available to a Borrower. Employees will be provided without cost to the Borrower for the first twelve (12) hours of service, after which they will be loaned at the Borrower's expense equal to the Lender's full costs, including employee salary or hourly wages, call back or overtime costs, benefits, and overhead. For this Omnibus Agreement, employee service begins at a time mutually agreed to by the Borrower and the Lender. All costs shall be consistent with Lender's personnel union contracts, if any, or other conditions of employment. Costs to feed and house loaned employees,

if necessary, shall be chargeable to and paid by the Borrower. The Borrower is responsible for assuring arrangements are made, as necessary, to provide for the safety, housing, meals, and transportation to and from job sites/housing sites for loaned employees.

- B. Loaned employees shall remain under the administrative control of the Lender, but will be under the operational control of the emergency management authorities of the Borrower. The Lender shall not be liable for cessation or slowdown of work if the Lender's employees decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. When supervisory employees are loaned, the Lender may make stipulations on the scope and duties of those employees.
- C. Any valid licenses issued to loaned employees by the Lender relating to the skills required for the emergency work may be recognized by the Borrower during the period of the Emergency and for purposes related to the Emergency.
- D. When requested to return employees to the Lender, the Borrower shall make every effort to return the employees to the Lender immediately upon receipt of the request. The Borrower shall notify the Lender when the Lender's employees are released.

Article XIII – RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment, supplies and materials used or provided by the Lender will be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and will be provided to the Borrower as needed. If no employees are loaned, the Lender will provide shipping records for materials, supplies and equipment, and the Borrower is responsible for any required documentation of use of materials, supplies and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article XIV – INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Except as provided in Paragraph B below, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender and its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments, or awards of damages asserted or

arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to the Borrower, whether arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Party Counties or any person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the workers' compensation coverage requirements of ORS Chapter 656.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** No Party County shall be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Party County from any claim, loss, harm, liability, damage, cost, or expense caused by or resulting from the activities of any Party County's officers, employees, or agents acting in bad faith or performing activities beyond the scope of the duties assigned by the Borrower or a person granted supervisory authority by the Borrower.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action, or proceeding, of whatever kind or nature, arising from the rendering of Emergency Assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand, or proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Party County shall be liable to another Party County for, or be considered in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **COUNTY LITIGATION PROCEDURES.** Each Party County seeking to be released, indemnified, held harmless, or defended under this article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without prior consent of the Borrower, which consent shall not be unreasonably withheld. Such Party County shall have the right to participate in the defense of said claim to the extent of its own interest. Party County personnel shall cooperate and participate in legal proceedings if requested by the Borrower and/or required by a court of competent jurisdiction.

Article XV – WORKERS’ COMPENSATION AND EMPLOYEE CLAIMS

All Lender employees made available to a Borrower shall remain the general employees of the Lender while engaged in and carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Party County shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, workers’ compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party County shall provide workers’ compensation in compliance with statutory requirements of the state of Oregon.

Article XVI – MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by a Party County without two-thirds concurrence of the Party Counties. Proposed modifications to this Omnibus Agreement must be made in writing and will not become effective until approved by two-thirds of the Party Counties. Each Party County must either approve a modification or notify all other Party Counties of its decision not to approve the modification. Approved modifications must be signed by an authorized representative of each Party County. The currently approved version of the Omnibus Agreement remains in force if a proposed modification is not ratified by two-thirds of the Party Counties. If and when a proposed modification is ratified by two-thirds of the Party Counties, the prior version of the agreement is terminated.

Article XVII – NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Omnibus Agreement is not intended to be exclusive among the Party Counties. Any Party County may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Omnibus Agreement.
- B. Other agreements for Emergency Assistance between any Party Counties are unaffected by this Omnibus Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the Assistance Costs will be paid.
- C. Any Party County may donate resources to or share resources with any other Party County outside the terms of this Omnibus Agreement subject to any terms or conditions negotiated by the Party Counties at the time the resources are provided.

Article XVIII – GOVERNMENTAL AUTHORITY

This Omnibus Agreement is subject to the laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over any Emergency covered by this Omnibus Agreement.

Article XIX – NO DEDICATION OF FACILITIES

- A. No undertaking by a Party County to another Party County under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Party County, or any portion thereof, to the public or to the other Party County.
- B. Nothing in this Omnibus Agreement shall be construed to give a Party County any right of ownership, possession, use, or control of the facilities or assets of another Party County.

Article XX – NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Party Counties or to impose any partnership obligation or liability upon any Party County. Further, no Party County shall be considered an agent of any other Party County or otherwise have authority to bind any other Party County.

Article XXI – NO THIRD PARTY BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Omnibus Agreement shall not confer any right or remedy upon any person other than the Party Counties. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Party County.

Article XXII – ENTIRE AGREEMENT

This Omnibus Agreement constitutes the entire agreement, though other existing agreements of the Party Counties may take precedence over certain concepts outlined in this Omnibus Agreement.

Article XXIII – SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Party County may terminate its participation in this Omnibus Agreement subject to Article V.

Article XXIV – GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of Oregon.

Article XXV – VENUE

Any action arising from this Omnibus Agreement shall be brought in a County where the Emergency occurred.

Article XXVI – TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Party Counties any protection provided by applicable tort claims laws. However, between a Borrower and a Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article XXVII – WAIVER OF RIGHTS

Any waiver at any time by any Party County of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article XXVIII – INVALID PROVISION

The invalidity or unenforceability of any provision of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.


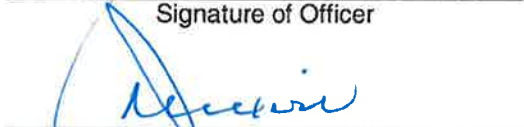


Article XXIX – NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device, or electronically, and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Party County Emergency Program Managers at the address designated in each Party County's Emergency Contact Information Form.

SIGNATURE PAGE

**OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION**

IN WITNESS WHEREOF, the PUBLIC ENTITY BENTON COUNTY (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:


 _____ Signature of Officer	<u>1/5/11</u> _____ Date	<u>Commissioner</u> _____ Officer's Title
 _____ Signature of Officer	<u>1-5-11</u> _____ Date	<u>Commissioner</u> _____ Officer's Title
 _____ Signature of Officer	<u>1/5/2011</u> _____ Date	<u>Commissioner</u> _____ Officer's Title
 _____ Signature of Counsel	<u>12-23-10</u> _____ Date	<u>County Counsel</u> _____ Counsel's Title

Name and title of primary Contact Representative: <u>MARY KING</u>	Name and title of alternate Contact Representative: <u>ERIK RAV</u>
Address: <u>180 NW 5th St</u> <u>CORVALLIS, OR 97330</u>	Address: <u>180 NW 5th St</u> <u>CORVALLIS, OR 97330</u>
Phone: <u>541.766.6111 / 541.766.6858</u>	Phone: <u>541.766.6114 / 541.766.6858</u>
Fax: <u>541.766.6052</u>	Fax: <u>541.766.6052</u>
E-mail: <u>MARY.KING@CO.BENTON.OR.US</u>	E-mail: <u>ERIK.RAV@CO.BENTON.OR.US</u>

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Krista Rowland, Emergency Management Program Coordinator
Marion County
5155 Silverton Road NE, Salem, Oregon 97305
(503) 588-5108
krowland@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY **CLACKAMAS COUNTY** (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

Lynn Peterson 12-2-10 
 Signature of Officer Date D.2 Chair, Board of County Commissioners

David W. Anderson 11/24/10 Legal Counsel
 Signature of Counsel Date Counsel's Title

Name and title of primary Contact Representative: Dana Robinson, Director of Emergency Management Address: 2200 Kaen Rd Oregon City, OR 97045 Phone: 503-655-8371 503-655-8531 Fax: danar@co.clackamas.or.us E-mail:	Name and title of alternate Contact Representative: Nancy Bush, Assistant Director of Emergency Management Address: 2200 Kaen Rd Oregon City, OR 97045 Phone: 503-655-8665 503-655-8531 Fax: nbush@co.clackamas.or.us E-mail:
--	---

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE

**OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION**

IN WITNESS WHEREOF, the PUBLIC ENTITY Clatsop County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

[Signature] 6-8-11 Chairperson
Signature of Officer Date Officer's Title
Board of Commissioners

Signature of Officer Date Officer's Title

Signature of Officer Date Officer's Title


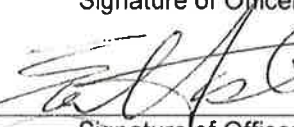
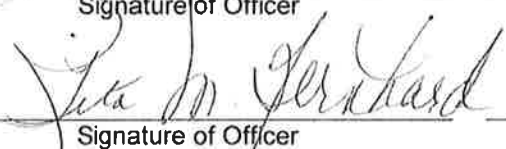
[Signature] 6-8-11 County Counsel
Signature of Counsel Date Counsel's Title

Name and title of primary Contact Representative:	<u>Dean Perez</u>	Name and title of alternate Contact Representative:	<u>Gene Strong</u>
Address:	<u>800 Exchange St. Ste. 410, Astoria 97103</u>	Address:	<u>800 Exchange St. Ste. 410, Astoria 97103</u>
Phone:	<u>503-325-1000</u>	Phone:	<u>503-325-1000</u>
Fax:	<u>503-325-8325</u>	Fax:	<u>503-325-8325</u>
E-mail:	<u>dperez@co.clatsop.or.us</u>	E-mail:	<u>gstrong@co.clatsop.or.us</u>

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Krista Rowland, Emergency Management Program Coordinator
Marion County
5155 Silverton Road NE, Salem, Oregon 97305
(503) 588-5108
krowland@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Columbia County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

By: 	<u>11/3/10</u>	<u>Chair</u>
Signature of Officer	Date	Officer's Title
By: 	<u>11/3/10</u>	<u>Commissioner</u>
Signature of Officer	Date	Officer's Title
By: 	<u>11/3/10</u>	<u>Commissioner</u>
Signature of Officer	Date	Officer's Title
<u>Sarah Hanson</u>	<u>11.1.10</u>	<u>County Counsel</u>
Signature of Counsel	Date	Counsel's Title


Name and title of primary Contact Representative: <u>Derek White</u>	Name and title of alternate Contact Representative: <u>Renate Rudolph</u>
Address: <u>230 Strand</u> <u>St. Helens, OR 97051</u>	Address: <u>230 Strand</u> <u>St. Helens, OR 97051</u>
Phone: <u>503-366-3905</u>	Phone: <u>503-366-3934</u>
Fax: <u>503-366-4904</u>	Fax: <u>503-366-4904</u>
E-mail: <u>Derek.white@co.columbia.or.us</u>	E-mail: <u>Renate.Rudolph@co.columbia.or.us</u>

- Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
- Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE

IN WITNESS WHEREOF, the County hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

HOOD RIVER COUNTY



Ron Rivers, Chair



Barbara Briggs, Commissioner



Maui Meyer, Commissioner --



Chuck Thomsen, Commissioner



Les Perkins, Commissioner

October 10, 2010

Date

SIGNATURE PAGE

OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT 2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Lincoln County, Oregon (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

<u>Bill Hill</u> Signature of Officer	<u>10/20/10</u> Date	<u>Chair, Board of Commissioners</u> Officer's Title
<u>[Signature]</u> Signature of Officer	<u>10</u> Date	<u>Lincoln County Commissioner</u> Officer's Title
<u>[Signature]</u> Signature of Officer	<u>10/20/10</u> Date	<u>Lincoln County Commissioner</u> Officer's Title
<u>[Signature]</u> Signature of Counsel	<u>10/20/10</u> Date	<u>Lincoln County Legal Counsel</u> Counsel's Title

Name and title of primary Contact Representative:	<u>Lt. Curtis Landers</u>	Name and title of alternate Contact Representative:	<u>Lt. Dave Carey</u>
Address:	<u>225 W Olive St</u> <u>Newport, OR 97365</u>	Address:	<u>225 W Olive St</u> <u>Newport, OR 97365</u>
Phone:	<u>541-265-0651</u> <u>541-265-4926</u>	Phone:	<u>541-265-0681</u> <u>541-265-4917</u>
Fax:	<u>clanders@co.lincoln.or.us</u>	Fax:	<u>dcarey@co.lincoln.or.us</u>
E-mail:	<u></u>	E-mail:	<u></u>

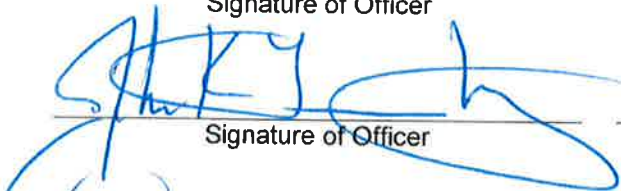


1. Send the original OMNIBUS AGREEMENT Signature Page (this page) for further distribution, to:
Krista Rowland, Emergency Management Program Coordinator
Marion County
5155 Silverton Road NE, Salem, Oregon 97305
(503) 588-5108
krowland@co.marion.or.us

2. Retain a second original OMNIBUS AGREEMENT Signature Page for your records (two sets are required)

SIGNATURE PAGE

**OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION**

IN WITNESS WHEREOF, the PUBLIC ENTITY Linn County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

ABSENT	<u>12/7/10</u>	<u>Chairman</u>
Signature of Officer	Date	Officer's Title
	<u>12/7/10</u>	<u>Commissioner</u>
Signature of Officer	Date	Officer's Title
	<u>12/7/10</u>	<u>Commissioner</u>
Signature of Officer	Date	Officer's Title
	<u>12/6/2010</u>	<u>Deputy County Attorney for Linn County</u>
Signature of Counsel	Date	Counsel's Title

Name and title of primary Contact Representative:	<u>Dispatcher, Linn County SHERIFF'S OFFICE DISPATCH CENTER -</u>	Name and title of alternate Contact Representative:	<u>James M. Howell, Jr., Emergency Management Coordinator</u>
Address:	<u>1115 JACKSON ST. SE</u>	Address:	<u>Linn County Sheriff's Office EMERGENCY MANAGEMENT 1115 JACKSON STREET SE,</u>
	<u>ALBANY, OR 97322</u>		<u>ALBANY, OR 97322</u>
Phone:	<u>541-967-3911</u>	Phone:	<u>541-967-3954</u>
Fax:	<u>541-967-8169</u>	Fax:	<u>541-967-8169</u>
E-mail:	<u>_____</u>	E-mail:	<u>jhowell@le.linn.or.us</u>

- Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
- Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE

OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT 2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Marion County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

Samuel A. Brent 3/30/11 Commissioner
 Signature of Officer Date Officer's Title

Patricia Mulse 3/30/11 Commissioner
 Signature of Officer Date Officer's Title

 Signature of Officer Date Officer's Title

Jim & Kay Strough 22 Dec 2010 LEGAL COUNSEL
 Signature of Counsel Date Counsel's Title

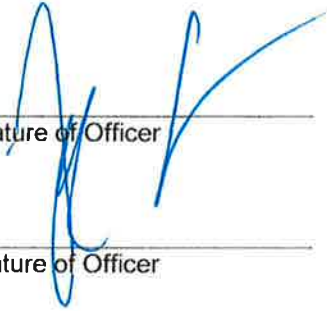

Peggy Mitchell 12/21/10 Contracts Compliance Analyst
 Signature of Counsel Date Counsel's Title

Name and title of primary Contact Representative: John Vanderzanden Emergency/Safety Manager	Name and title of alternate Contact Representative: Don Newell Operations Division Manager
Address: 5155 Silverton Road NE Salem, Oregon 97305	Address: 5155 Silverton Road NE Salem, Oregon 97305
Phone: 503-588-5036	Phone: 503-588-5036
Fax: 503-588-7970	Fax: 503-588-7970
E-mail: jvanderzanden@co.marion.or.us	E-mail: dnewell@co.marion.or.us

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY MULTNOMAH COUNTY
(PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by
duly authorized representatives as of the date of their signatures below:

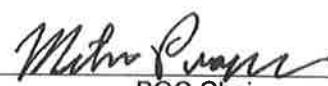



 Signature of Officer	Date	<u>Chair</u> Officer's Title
Signature of Officer	Date	Officer's Title
Signature of Officer	Date	Officer's Title
 Signature of Counsel	<u>2/15/11</u> Date	<u>Asst. Co. Attorney</u> Counsel's Title

Name and title of primary Contact Representative: David Houghton Address: 501 SE Hawthorne Blvd. Suite 400 Phone: (503) 988- 4580 (503) 988-5710 Fax: david.b.houghton@multco.us E-mail:	Name and title of alternate Contact Representative: Joeseph Partridge Address: 501 SE Hawthorne Blvd. Suite 400 Phone: (503) 988-6343 (503) 988-6095 Fax: joe.partridge@multco.us E-mail:
--	---

- Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Krista Rowland, Emergency Management Program Coordinator
Marion County
5155 Silverton Road NE, Salem, Oregon 97305
(503) 588-5108
krowland@co.marion.or.us

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Polk County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

Signature of Officer	11/3/10 Date	 BOC Chairperson
Signature of Officer	10/27/2010 Date	 SHERIFF BOB WOLFE Director of Emergency Management
Signature of Officer	Date	 County Administrator 11-3-10
Signature of Counsel	Date	 County Counsel 11/3/10

Name and title of primary Contact Representative: L. Dean Bender - County E.M. Address: 850 Main St. Dallas, Oregon 97338 Phone: 503-623-9251 503-831-5968 Fax: Bender.Dean@co.polk.or.us E-mail: _____	Name and title of alternate Contact Representative: Bob Wolfe - Sheriff Address: 850 Main St. Dallas, Oregon 97338 Phone: 503-623-9251 503-831-5968 Fax: Wolfe.Robert@co.polk.or.us E-mail: _____
---	---

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

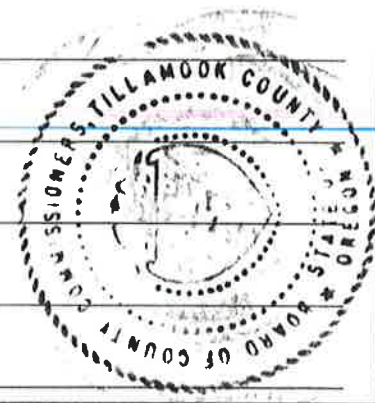
SIGNATURE PAGE

**OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION**

IN WITNESS WHEREOF, the PUBLIC ENTITY TILLAMOOK COUNTY (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

<u><i>Mark Zallat</i></u> Signature of Officer	<u>10-27-10</u> Date	<u>Chair, Board of County Commissioners</u> Officer's Title
<u><i>Charles J. Newland</i></u> Signature of Officer	<u>10-27-10</u> Date	<u>Vice-Chair, Board of County Commissioners</u> Officer's Title
<u><i>V. H. H. H.</i></u> Signature of Officer	<u>10-27-10</u> Date	<u>Commissioner, Board of County Commissioners</u> Officer's Title
<u><i>Mark Sargent</i></u> Signature of Counsel	<u>10/27/10</u> Date	<u>County Counsel</u> Counsel's Title

Name and title of primary Contact Representative: <u>GORDON MCCRAW</u>	Name and title of alternate Contact Representative: _____
Address: <u>5995 LONG PRAIRIE RD</u> <u>TILLAMOOK OR 97141</u>	Address: _____
Phone: <u>503-842-3412</u>	Phone: _____
Fax: <u>503-815-3195</u>	Fax: _____
E-mail: <u>gmccraw@co.tillamook.or.us</u>	E-mail: _____

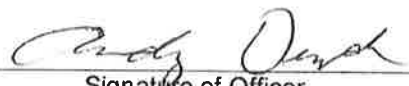



- Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
- Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Washington County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

MO 10-355 Date: 11-23-10

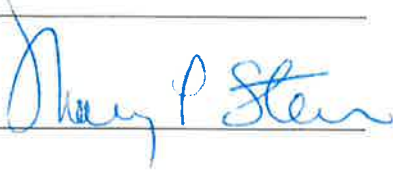




<u></u>	<u>1-4-11</u>	<u>Chairman Board of Commissioners</u>
Signature of Officer	Date	Officer's Title
_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Officer	_____ Date	_____ Officer's Title
<u></u>	<u>12-27-10</u>	<u>COUNTY COUNSEL</u>
Signature of Counsel	Date	Counsel's Title

Name and title of primary Contact Representative: <u>Scott Porter, Director, OCEM</u>	Name and title of alternate Contact Representative: <u>Steven Muir, Washington County EM Supervisor</u>
Address: <u>20665 SW Blanton St.</u>	Address: <u>20665 SW Blanton St</u>
<u>Aloha, OR 97007</u>	<u>Aloha, OR 97007</u>
Phone: <u>503-259-1171</u>	Phone: <u>503-259-1194</u>
Fax: <u>503-848-8635</u>	Fax: <u>503-848-8635</u>
E-mail: <u>scott.porter@tvfr.com</u>	E-mail: <u>steven.muir@tvfr.com</u>

- Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
- Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY _____ YAMHILL COUNTY _____
(PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by
duly authorized representatives as of the date of their signatures below:



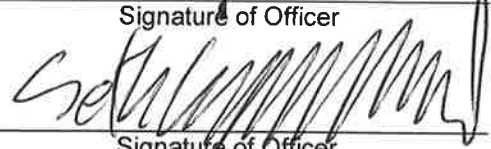

Signature of Officer	Date	Name	Officer's Title
	2/24/11	Mary P. Stern	Chair, Board of Commissioners
	2-24-11	Leslie Lewis	County Commissioner
	2-24-11	Kathy George	County Commissioner
	2-17-11	Laura Tschabold	County Administrator
	Feb. 16, 2011	Rick Sanai	County Counsel

Name and title of primary Contact Representative:	Doug McGillivray	Name and title of alternate Contact Representative:	Chuck Vesper
Address:	535 NE 5th St McMinnville, OR 97128	Address:	434 NE Evans St McMinnville, OR 97128
Phone:	503-434-7340	Phone:	503-434-7501
Fax:	503-474-4909	Fax:	503-474-7553
E-mail:	mcgillivrayd@co.yamhill.or.us	E-mail:	vesperc@co.yamhill.or.us

- Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Krista Rowland, Emergency Management Program Coordinator
Marion County
5155 Silverton Road NE, Salem, Oregon 97305
(503) 588-5108
krowland@co.marion.or.us
- Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE
OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT
2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Crook County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

 _____ Signature of Officer	<u>10-1-14</u> _____ Date	<u>CROOK COUNTY JUDGE</u> _____ Officer's Title
 _____ Signature of Officer	<u>10-1-14</u> _____ Date	<u>COUNTY COMMISSIONER</u> _____ Officer's Title
 _____ Signature of Officer	<u>10-1-14</u> _____ Date	<u>COUNTY COMMISSIONER</u> _____ Officer's Title
 _____ Signature of Counsel	<u>10-1-14</u> _____ Date	<u>COUNTY COUNSEL</u> _____ Counsel's Title

Name and title of primary Contact Representative: <u>Michael Ryan, Emergency Manager</u> Address: <u>308 NE Second Street</u> <u>Prineville, OR 97754</u> Phone: <u>541-447-6398</u> Fax: <u>541-416-0353</u> E-mail: <u>michael.ryan@co.crook.or.us</u>	Name and title of alternate Contact Representative: <u>Muriel DeLaVergne-Brown</u> <u>Public Health Director</u> Address: <u>375 NW Beaver St., Ste 100</u> <u>Prineville, OR 97754</u> Phone: <u>541-447-5165</u> Fax: <u>541-447-3093</u> E-mail: <u>mdelavergnebrown@h.co.crook.or.us</u>
---	--

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
 Krista Rowland, Emergency Management Program Coordinator
 Marion County
 5155 Silverton Road NE, Salem, Oregon 97305
 (503) 588-5108
krowland@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

SIGNATURE PAGE

OMNIBUS INTER-COUNTY MUTUAL AID AGREEMENT 2010 REVISION

IN WITNESS WHEREOF, the PUBLIC ENTITY Crook County (PARTY COUNTY) has caused this OMNIBUS AGREEMENT for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Counsel	_____ Date	_____ Counsel's Title

Name and title of primary Contact Representative: <u>AJ Crawford Crook County Emergency Manager</u>	Name and title of alternate Contact Representative: <u>Katie Plumb Crook County Health & Human Services Director</u>
Address: <u>4550 SW Airport Rd Prineville, OR 97754</u>	Address: <u>375 NW Beaver Street St 100 Prineville, OR 97754</u>
Phone: <u>Cell: 458-287-1466 Office: 541-447-6398 Ext. 4413</u>	Phone: <u>Cell: 541-233-9177 Office: 541-416-1980</u>
Fax: _____	Fax: _____
E-mail: <u>aj.crawford@crookcountysheriff.org</u>	E-mail: <u>kplumb@crookpublichealthor.gov</u>

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Krista Carter, Emergency Management Program Coordinator
Marion County
5155 Silverton Road NE, Salem, Oregon 97305
(503) 588-5108
kkcarter@co.marion.or.us
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

AGENDA ITEM REQUEST



Date: 3/05/2025

Meeting date desired: 3/12/2025 *Work Session*

Subject: Airport – Request for Hangar building land lease

Background and policy implications:

Kay Larkin has requested to enter into a standard airport hangar land lease with the Crook County airport in order to build a new private use building.
Airport manager has reviewed the building plans and location and recommends approval.

Budget/fiscal impacts:

Initial rent – \$25,000

Yearly rent - \$1976.00

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

In process

**PRINEVILLE/CROOK COUNTY AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Prineville/Crook County Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made and entered into this 19th day of March, 2025 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Kay Larkin (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

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

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at: 4175 Aviation Blvd., Prineville, OR 97756.

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of : Twenty Years.

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

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

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

To Lessee:
Kay Larkin
15870 SW Steelhead Rd
Terrebonne, OR 97760

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 1,140 square feet of ground space (the "Leased Premises") at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises, and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an "AS IS", "WHERE IS" condition without representation or warranties from 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 this Agreement. 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.

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of 20 years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the "Extended Term") by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the "Term"), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of Twenty-Five Thousand and no/100 (\$25,000.00) plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of thirty-two cents (\$0.32) per square foot for the Leased Premises and Impact Area space—a sum area of 6,175 square feet—for a total of \$1,976.00 per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 4735 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

Rent will be adjusted annually effective on January 1st (the “Adjustment Date”). The County will deliver notice to Lessee 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 coming in 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.

5. TAXES AND ASSESSMENTS.

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

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee's hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its 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 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 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 January 2025 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, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

Lessee assumes 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.

Lessee covenants and agrees to, and does 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.

Lessee assumes 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 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 Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or 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.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination.

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.

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said 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.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;
- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgage as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's

- properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.
- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and

reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sublessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

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 Lessee from erecting or permitting to be erected any building or other structure which, in the opinion of 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.

B. Development.

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

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between 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. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than

seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;
- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, 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 this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

Lessee's rights hereunder shall be subject to all existing and future utility and drainage easements and rights-of-way granted by County for the installation, maintenance, inspection, repair or removal of facilities owned or operated by electric, gas, water, sewer, communication or other utility companies. 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.

G. Relocation of Hangar and Leased Premises.

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

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and 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.

14. MISCELLANEOUS.

A. Governmental Powers.

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

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

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

G. Non-Waiver.

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

H. Force Majeure.

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

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the

enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

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

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

P. Time Is of the Essence.

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

Q. Interpretation.

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

R. Headings, Captions, and References.

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

S. Entire Agreement.

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

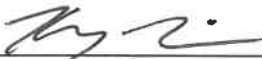
T. Counterparts.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first set forth above.

For Lessee

Kay Larkin



Signature

Date: 3/17/25

For Crook County

CROOK COUNTY

By:

Date: _____

Exhibit A



AGENDA ITEM REQUEST



Date: 3/05/2025

Meeting date desired: 3/12/2025 *Work Session*

Subject: Airport Hangar project – Discuss request for approval for Precision Approach Engineering Service during Construction Contract.

Background and policy implications:

The Airport has been selected to receive an FAA grant for the engineering, design, and construction of a 10 unit aircraft storage building for airport revenue generation. PAE, the airports consult if approved will be overseeing, inspecting, and coordinating construction based on FAA oversight.

Budget/fiscal impacts:

Project has been previously discussed with board of commissioners and finance director and project falls within Airport capital budget resources.

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

John Eisler



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Seattle Airports District Office
2200 S. 216th St, Des Moines,
WA 98198

February 3, 2025

Kelly Coffelt, Airport Manager
Prineville-Crook County Airport
4585 SW Airport Road
Prineville, OR 97754

Prineville-Crook County Airport (S39)
Prineville, OR
AIP No.: 3-41-0051-023-2025
New Aviation T-Hangar
Engineering Services During Construction

Dear Mr. Coffelt:

We have reviewed the scope of work, fee proposal, and record of negotiations for Engineering Services During Construction to be performed by Precision Approach Engineering for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services has been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Seattle Airports District Office
2200 S. 216th St, Des Moines,
WA 98198

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Project Administration/Management	\$14,075.00
Project Startup/Contract Award	\$5,913.00
Pre-construction Work	\$8,029.00
Services During Construction	\$39,668.00
Project Closeout	\$12,194.00
Expenses	\$4,971.00
Subconsultant Expenses	5,000.00
Grand Total	\$89,850.00

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement. If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you should have questions, please call me at 206-231-4137.

Respectfully,

Brian C. Alvis, P.E.
Project Manager, SEA-639
Seattle Airports District Office

TASK ORDER NO. 2
NEW T-HANGARS AND NEW TAXILANE:
PHASE II – SERVICES DURING CONSTRUCTION (SDC)
PRINEVILLE/CROOK COUNTY AIRPORT (S39)
AIP (BIL) Project No. 3-41-0051-023-2025
Oregon COAR Grant

Included herein is TASK ORDER NO. 2 to the Professional Services Agreement dated August 21, 2024, hereinafter called CONTRACT, between CROOK COUNTY, OREGON, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Prineville Crook County Airport (S39) and wishes to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services for Services During Construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT, and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT, and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in **Exhibit A**, Scope of Services, attached.

B. OWNER'S RESPONSIBILITIES

1. The OWNER shall make available to the CONSULTANT all technical data in OWNER's possession that contain pertinent information required by the CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

C. COMPENSATION FOR CONSULTING SERVICES

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

1. The OWNER shall pay the CONSULTANT for the SERVICES DURING CONSTRUCTION set forth in Exhibit A, attached, according to the labor rates shown in Exhibit B, attached, and direct nonsalary expenses at actual cost. The maximum estimated total cost for these services is **EIGHTY-NINE THOUSAND EIGHT HUNDRED FIFTY Dollars (\$89,850)**.
2. Any amount over the maximum estimated cost for the services as set forth in Exhibit A because of a scope of work changes will be negotiated and agreed upon between the OWNER and the CONSULTANT in writing prior to the beginning of additional work.
3. The OWNER recognizes that the CONSULTANT does not control the construction schedule and that the compensation for services is dependent upon the actual time expended by the OWNER and by the Construction Contractor for construction. If the OWNER and the CONSULTANT agree that more effort

than is budgeted is required to complete the construction work, the maximum estimated fee shown in C-1 above shall be increased accordingly.

- 4. In the event that engineering services are required in connection with this project beyond 2025, the Consultant's Hourly Rates shall be adjusted to conform with the CONSULTANT's standard rates as established for the subsequent years.
- 5. The CONSULTANT's direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll costs. Such direct nonsalary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the CONSULTANT. Direct nonsalary expenses shall include, but not be limited to, necessary transportation costs, including mileage at the current rate per mile allowed by the IRS when automobiles are used and standard rates when aircraft are used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.

The CONSULTANT shall have the option to charge Construction Observer expenses in lieu of as stated above, as follows:

- Meals and lodging incurred by the Construction Observer(s) will be invoiced as per diem at the current standard rate allowable by the Internal Revenue Service. The Consultant shall not be required to provide documentation for meals, lodging, and incidental expenses that do not exceed the daily rate.

D. AUTHORIZE SIGNER

Each person signing this Amendment represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Task Order to Professional Services Agreement.

WITNESSETH that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

CROOK COUNTY, OREGON

By: _____
Seth Crawford, Commissioner

Date: _____

By: _____
Brian Barney, Commissioner

Date: _____

By: _____
Susan Hermreck, Commissioner

Date: _____

PRECISION APPROACH ENGINEERING, INC.

By: Cortney McFarland

Title: President

Date: 2/24/2025

EXHIBIT A
SCOPE OF WORK (SOW) FOR
NEW T-HANGAR AND NEW TAXILANE: PHASE II – SERVICES DURING CONSTRUCTION

CROOK COUNTY
PRINEVILLE/CROOK COUNTY AIRPORT (S39)

ENGINEERING SERVICES DURING CONSTRUCTION (SDC)
AIP (BIL) Project No. 3-41-0051-023-2025

PROJECT DESCRIPTION/JUSTIFICATION

This Phase II: Construction and SDC project at the Prineville/Crook County Airport (S39), will complete the construction of a new, 10-unit, prefabricated steel T-Hangar building.

This project has been broken into two Phases:

- Phase I: Engineering Design and Bidding (previously completed)
- Phase II: Construction and Engineering Services During Construction (SDC) – (this scope of services)

S39 has previously coordinated this project with FAA, and S39 plans to utilize FAA Bipartisan Infrastructure Law (BIL) funding for both phases of this project.

CONSULTANT ELEMENTS OF WORK

Precision Approach Engineering, Inc. (PAE) and its subconsultants will provide construction administration and observation services during construction (SDC) to assist S39 as listed in the Scope of Services below. Construction of improvements will follow the project Contract Document, the Federal Aviation Administration (FAA) standards and guidelines where applicable, and industry standards elsewhere.

ANTICIPATED PROJECT SCHEDULE

It is anticipated that services associated with this Phase II – SDC work will be completed over 12 months (December 2024 – December 2025) and will generally occur as outlined below:

- Project coordination/management is anticipated to occur December 2024 – December 2025
- Project pre-construction work is anticipated to occur January - February 2025
- Project construction will take up to 6-7 months and is anticipated to occur February - August 2025
- Project completion/grant closeout is anticipated to be completed in December 2025

SCOPE OF SERVICES

Task 1 – Project Administration/Management

PAE will manage internal project efforts and coordination with S39, FAA, and subconsultants.

PAE’s specific responsibilities/activities consist of:

1. Project management/administration
2. S39/contractor/user coordination
3. FAA communications, coordination, and information exchange
4. Prepare draft and final FAA grant application packages (SF424, SF5100-100, DOT Title IV, CIP data sheet, Pre-award checklist, and sponsor certifications) for S39 review and submittal to FAA
5. Contracting with S39 (includes the development of detailed scope of work, Draft and Final)

6. Coordination, communication, and contracting with subconsultants, includes the development of detailed subconsultant scope of work (Electrical Engineer)
7. In-house file and network management (anticipate up to 12 months)
8. Project Invoicing (anticipate up to 12 months)
9. Preparation of FAA required Quarterly Performance Reports (anticipate up to 4 submittals)
10. Provide DBE Uniform annual reporting (anticipate 2 years of reporting – 2025 and 2026)
11. Assist S39 with annual SF 425/SF 271 reporting at the end of the Federal Fiscal Year (anticipate 2 years – 2025 and 2026)

Deliverables:

- Project schedule
- Monthly invoices
- FAA Quarterly Performance Reports
- FAA annual reports (DBE, SF 425 and SF 271)

Task 2 – Project Startup/Contract Award

Assist S39 and County Staff with contract award.

PAE and subconsultant’s specific responsibilities consist of:

1. Assist S39 with writing and issuing the Contractor’s Notice of Award Letter
2. Prepare conforming contract documents containing the contract, bonds, proposal, and other signature forms (anticipate up to 5 documents prepared – S39, Crook County, Contractor, FAA, and PAE)
3. Collect and compile contractor and subcontractor DBE contract data and set up DBE project files
4. Assist S39 with writing/issuing the Notice to Proceed for Onsite Construction Work (NTP) letter
5. Review and coordinate revisions to the Contractor’s proposed work schedule (1 round of revisions)
6. Prepare and conduct pre-construction conference at S39 Airport (per FAA AC 150/5370-12B).
The PM and Construction Observer to attend the meeting, includes meeting prep and travel time

Task Deliverables:

- Draft NTP for Onsite Construction work letter for S39 use
- Conforming Contract Documents (5 documents, hard copy and electronic pdf file)
- Pre-construction conference meeting agenda/checkoff list
- Pre-construction meeting minutes, if requested

Task 3 – Pre-construction Work

In preparation for construction, PAE will perform pre-construction activities.

PAE’s specific responsibilities/activities consist of:

1. Incorporate addenda and provide electronic drawing files to Contractor – 25 drawings (requires converting CAD files to Contractor useable format prior to providing to Contractor)
2. Review Contractor submittals and material certifications (estimate 5-10 civil submittals, including Hangar Foundation design and T-Hangar building structural drawings and calculations)
3. Review Contractor-provided Safety Plan Compliance Document (SPCD) to the Construction Safety and Phasing Plan (CSPP) and provide comments to Contractor
4. Set up construction files

Deliverables:

- Electronic drawing files to S39, FAA, and Contractor
- Project Submittal review comments
- Safety Plan Compliance Document review comments
- Meeting minutes, if requested

Task 4 – Services During Construction (Part-time) - up to 8 months of construction duration - within the 8 months (32 weeks) of construction duration it is anticipated that actual onsite construction will be completed in two (2) primary phases:

- On-site Construction Phase 1: New hangar foundation excavation and construction – anticipate up to 2 weeks of onsite construction activities - anticipated to occur sometime April – June 2025.
- On-site Construction Phase 2: New t-hangar building erection/construction – completed after hangar building kit is delivered to the airport – anticipate up to 4 weeks of onsite construction - anticipated to occur sometime June – August 2025.

PAE and subconsultant’s specific responsibilities consist of providing part-time services during on-site construction as outlined below:

Services During Construction Management/Coordination (Project Manager) for the duration of the project.

1. Provide part-time construction administration to administer the construction contract for up to 6 hours per month for up to 6.5 months of office time during inactive periods of construction.
2. Provide part-time construction administration to administer the construction contract for up to 10 hours per week for up to 6 weeks of office time during active periods of on-site construction.
3. Provide part-time construction administration and on-site construction observation to administer the construction contract and monitor conformance with plans and specifications for up to 20 hours per week of field and office time for up to 6 weeks of on-site construction (both Phase 1 and 2).

PAE’s specific responsibilities/activities also include:

- Correspondence with S39 and Contractor.
 - Prepare daily inspection reports when PAE is onsite.
 - Participate in weekly progress meetings with Contractor and Owner, as required.
 - Prepare weekly inspection reports; weekly inspection reports to follow FAA format and will include photos representing work performed/completed for the work period
 - Prepare pay estimates for Contractor's completed work.
 - Prepare a monthly letter to S39 recommending payment, including admin time.
 - Review acceptance testing and Contractor’s quality control testing results.
 - Prepare contract change orders and supplemental agreements, if required.
 - Respond to Contractor’s requests for information (RFI).
 - Collect Contractor’s certified payroll and periodically check wage rates for conformance to contract requirements, includes admin time.
 - Review Contractor’s survey data/field survey.
 - Coordinate with Users/Airport Operations during construction.
 - Conduct substantial completion walkthrough (Site visit).
 - Prepare draft substantial completion letter for S39 use and prepare punch list items as necessary.
4. Project Electrical Engineer Services During Construction - Electrical Engineer will provide miscellaneous field and office support services during construction.

The specific Electrical Engineer responsibilities/activities consist of:

- Review of electrical submittals (estimate 8-10 submittals)
- Respond to Contractor's requests for information (RFI) for Contractor's electrical work
- Participate in weekly progress meetings (via on-line conference) with S39 and Contractor to review work completed and work in progress (anticipate up to 3 weekly meetings during Phase 2: New T-Hangar building erection/construction – anticipate 2 hrs/wk)
- Assist with preparation of contract change orders and supplemental agreements as required for Contractor's electrical work (up to 1 electrical change order)

Task Deliverables:

- Monthly pay estimates including a letter recommending payment to Contractor
- Project DBE reporting
- Contract change orders/supplemental agreements/RFI responses as required
- Punch list documenting construction deficiencies noted during substantial completion inspection
- Draft substantial completion letter for S39 use

Task Assumptions:

- Wage rate interviews will not be conducted

Task 5 – Project Closeout

Assist S39 with the closeout of the project.

PAE's specific responsibilities consist of:

1. Project Manager to coordinate and attend the final inspection.
2. Obtain release of liens from prime contractor and subcontractors.
3. Draft final completion letter for S39 use.
4. Create Electronic Record Drawings from Contractor-provided markups (25 sheets) and prepare electronic and printed sets of deliverables.
5. Compile and summarize DBE data to be included in the final construction/project report
6. Review final project test results and survey.
7. Provide project closeout documentation.

Task Deliverables:

- Project DBE reporting
- Final inspection and acceptance letter
- Record drawings to S39 (PDF file)
- Final project closeout report

Task Assumptions:

- Airport Layout Plan update to be conducted in conjunction with next FAA project triggered update

GENERAL ASSUMPTIONS

This scope of services does not include performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope of services and fee proposal will be required.

Limited construction administration services provide a general review of the Contractor's work for general conformance with the contract documents. They do not include any further special studies or services beyond those specifically stated. A revised scope of services and fee proposal will be required if the project requires any further studies or services.

The following assumptions were included in the development of this scope of services:

- Award and completion of just the Base Bid schedule (New Aviation T-Hangar), and not awarding or constructing the Additive Bid schedule (new Taxilane Connector)
- Material Testing – Material testing to be performed by the Contractor
- Construction Survey – Construction Survey to be performed by the Contractor
- Special inspections associated with the new hangar building and foundation – To be performed by others

EXHIBIT B

**OREGON
2025 STANDARD LABOR RATES**

Classification	2025 Rate
ADMIN 1	\$92.00
ADMIN 2	\$107.40
ADMIN 3	\$123.60
ADMIN 4	\$137.60
ADMIN 5	\$153.60
ADMIN 6	\$169.20
TECHNICIAN 1	\$123.40
TECHNICIAN 2	\$137.60
TECHNICIAN 3	\$153.60
TECHNICIAN 4	\$172.40
TECHNICIAN 5	\$192.60
TECHNICIAN 6	\$216.20
TECHNICIAN 7	\$239.80
ENGINEER 1	\$154.20
ENGINEER 2	\$173.20
ENGINEER 3	\$189.00
ENGINEER 4	\$209.40
ENGINEER 5	\$239.80
ENGINEER 6	\$272.00
ENGINEER 7	\$306.00
ENGINEER 8	\$341.60
ENGINEER 9	\$382.80

The Precision Approach Engineering, Inc. 2025 Labor Rates contain PRIVILEGED or CONFIDENTIAL information and may be referenced or used only by the intended recipient. Any use, dissemination, distribution, forwarding, printing, or copying of this email or any attached files is strictly prohibited.

2025-2027
Request for Applications
for
Community Dispute Resolution Services

Instructions for the
Board of County Commissioners

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Grantor:

Patrick Sponsler, Administrator
Resolution Oregon | University of Oregon
sponsler@uoregon.edu | 541-346-1623
<https://www.resolutionoregon.org/>
<https://law.uoregon.edu/academics/centers/adr/oocdr>

A. Overview of Process

In February of odd-numbered years, the University of Oregon on behalf of the University of Oregon School of Law (Grantor) informs Oregon Counties of the availability of biennial grant funds, subject to funding authorization by the Legislature, for eligible community dispute resolution programs pursuant to ORS 36.155. If a County elects to participate in the process, the County may select which eligible local program(s) should receive these funds. A County shall inform Grantor of its interest in participating in the selection of these community dispute resolution grant funds via a resolution.

B. Opt-out

A County may notify Grantor in writing that it does not intend to participate in the process, in which case Grantor will assume the County's role for the remainder of the process.

C. Appoint Coordinator

The County Commission appoints a County Dispute Resolution Coordinator. This person maintains information for the public on: dispute resolution services within the County, availability of grant monies to fund local programs, the grant solicitation and award process, and the program names and services provided by Grantees in that County. A coordinator need not be a resident of the county and may serve as the coordinator for more than one county (See UO Policy CDRP – §H). For specific dates and tasks, refer to Timeline in Section D.

D. Timeline

March 31, 2025

County announces interest. The County Commission adopts a resolution, formally announcing its interest in participating in the distribution of grant funds (See attached for sample resolution) and sends a copy of the resolution to Grantor. If a program is to serve more than one county, there must be a joint resolution among Commissions from all the involved Counties. The County's notification to Grantor shall include a statement of agreement by the County to engage in a selection process and to select as the recipient of funds an entity capable of and willing to provide dispute resolution services in accordance with University of Oregon Policy – Community Dispute Resolution Program.

April 1, 2025

Coordinator publishes notice and issues Request for Applications (RFA). The RFA seeks applications by programs interested in providing community dispute resolution services. Applications are also available through Grantor. The request for applications shall be advertised in a manner reasonably calculated to ensure that those qualified to provide the requested dispute resolution services receive notice of the request. Such advertising may be in a newspaper, on a web site, by electronic mail, or any other means that meets the requirements of UO Policy CDRP – §I, ¶1.

April 30, 2025 by 5:00pm

Applicants return Applications. Applicants return the original completed application to the County Coordinator, with a copy to Grantor. Applications to County may be submitted by mail, hand delivery,

express delivery, facsimile machine, website submission, or email. Applications to the Grantor must be submitted via email. Applicants may reach out to Grantor for alternate submissions methods. No hand-written or bound copies may be submitted. Grantor reviews applications to determine which applicants are eligible.

May 30, 2025

Eligibility. Grantor will acknowledge receipt of each application and determine whether the applicant is an eligible community dispute resolution program under the applicable University of Oregon Policy. Grantor will send a notice of eligibility determination to each applicant and to the County (See UO Policy CDRP – §K, ¶1).

June 10, 2025

County chooses CDRP. The Board of County Commissioners chooses one or more eligible applicant(s) to receive the funds and notifies the Grantor of its choice(s).

June 30, 2025

Grantor begins contracting process with selected Grantee(s). The County receives a copy of the grant agreement for its records. Grant payments are made directly by the Grantor to the Grantees. No further action is required of the County at this point.

E. Grantee Selection Criteria

County Selection. The County will review the applications of those applicants determined eligible by Grantor and select the program(s) to be funded. Criteria for the selection of programs includes, per UO Policy CDRP – §K, ¶3:

- a. The ability of the applicant to address unmet community needs in the proposed geographical area of service;
- b. The structure and scope of the services to be provided by the applicant;
- c. The applicant’s experience and qualifications in dispute resolution services;
- d. The amount of the requested grant and the reliability of the applicant’s other funding sources;
- e. The adequacy and cost of personnel, services and supplies, and capital outlay.

If the County has questions regarding selection criteria, please contact Patrick Sponsler at the University of Oregon School of Law at 541-346-1623, or sponsler@uoregon.edu.

F. Sample Resolution for County Participation

**BEFORE THE BOARD OF COMMISSIONERS
FOR _____ COUNTY, OREGON**

**IN THE MATTER OF PARTICIPATION IN FUNDING)
ACTIVITIES OF RESOLUTION OREGON/UNIVERSITY)
OF OREGON SCHOOL OF LAW)**

RESOLUTION NO. _____

WHEREAS, the Board of Commissioners believes that the settlement of disputes by mediation may lead to more long-lasting and mutually satisfactory agreements; and

WHEREAS, mediation may reduce the need for time-consuming and costly litigation; and

WHEREAS, the Oregon Legislature has charged the University of Oregon on behalf of the University of Oregon School of Law (Grantor) with the responsibility to foster the development of community mediation programs by making grant monies available to participating Counties; and

WHEREAS, any County wishing to participate must formally notify Grantor of its intent to participate; now therefore,

IT IS HEREBY RESOLVED THAT, _____ County hereby notifies Grantor of its desire to be a participant in the expenditure of funds for community dispute resolution programs within _____ County, and _____ County agrees to engage in a selection process and to select as funding recipients those entities both qualified by the standards and guidelines adopted by Grantor and capable of and willing to provide community dispute resolution services according to the rules adopted by Grantor.

_____, Oregon _____, 2025
(city)

_____ COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Approved as to Form:

G. Sample Advertisement for County

**Request for Applications For
Community Dispute Resolution Services**

Notice is hereby given that _____ County and the University of Oregon on behalf of the University of Oregon School of Law (Grantor) are initiating the application and selection process for grant funds available to eligible community dispute resolution programs in _____ County under ORS 36.155. The grant period is July 1, 2025 through June 30, 2027, subject to funding authorization by the 2025 Legislature. Assuming funding for 2025-2027 is reauthorized by the 2025 Legislature, grant funds for _____ County will be approximately \$_____ for this period.

Applications must be **received** by April 30, 2025 at 5:00 p.m. Late applications may not be considered.

Submit original to:

- (Name of County Contact)
- (County Commission Office)
- (Name of County)
- (Address)

Submit copy to:

- Resolution Oregon
- Patrick Sponsler at sponsler@uoregon.edu

Or reach out to Patrick Sponsler at sponsler@uoregon.edu or 541-346-1623 for alternate submission methods.

Copies of the Request for Applications are available by calling _____.
(county contact person and telephone number)

Dated: _____ (date of publication)

_____ (county contact person)

_____ (title)

Note: Please send Resolution Oregon a copy of your legal affidavit as it appeared in the newspaper after it is published, (if you published a legal notice in a newspaper), and/or copy of your notice as it appeared in electronic, or web-based form.



Date: February 5, 2025
To: Crook County Board of Commissioners
Re: 2025-207 Community Dispute Resolution Grant Selection

Dear Ms. Sarah Puermer,

This letter is an invitation for your County to participate in the selection process for the **2025-2027 Community Dispute Resolution Program Grant Funds** pursuant to ORS 36.160.

Assuming the 2025 Legislature reauthorizes funding at the same level as the prior biennium, grant funds for your county will be approximately **\$8,117.00** for the period of July 1, 2025 - June 30, 2027. The funding for these grants is currently derived from an appropriation from the general fund for the purpose of providing dispute resolution services in counties and will be allocated per University of Oregon Policy #I.03.02.

Documents attached to the same email as this letter contain all the information necessary to proceed with the Request for Application (RFA) process.

If the County chooses to participate in the selection process, the first step is the County's adoption of a resolution to participate. A sample county resolution, and a detailed timeline, is contained in the attached document titled *Instructions for the Board of County Commissioners*. **Upon your County's adoption of the resolution, please send a copy to Resolution Oregon by March 31, 2025.**

The County may elect to opt out of the selection process. In that case, the Dean of the University of Oregon School of Law will assume the county's role in the process. **If the County chooses to opt-out, please provide Resolution Oregon with a written notice to opt out by March 31, 2025.**

Thank you in advance for your support.
Questions? Please ask!

Best,

Patrick M. Sponsler, MPA
Administrator

2025-2027
Request for Applications
for
Community Dispute Resolution Services
in
Crook County, Oregon

Deadline for Applications:
April 30, 2025
5:00 p.m.

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Grantor:

Patrick Sponsler, Administrator
Resolution Oregon | University of Oregon
sponsler@uoregon.edu | 541-346-1623
<https://www.resolutionoregon.org/>
<https://law.uoregon.edu/academics/centers/adr/oocdr>

PART I: Application

A. Cover Sheet

1. Grant Request:

a. Amount of 2025-2027 grant request \$ _____

2. Organization Information:

a. Organization Name: _____

b. Program Name (if different): _____

c. Program Address: _____

d. Program County: _____

e. Contact Name and Title: _____

f. Contact Email: _____

3. Entity formulation

a. Status (check one): Non-profit _____ Government _____

b. State Registration Number: _____

c. Federal Tax Exemption Number: _____

4. Board of Directors (NPO) or Advisory Committee (Gov)

a. At least 5 representative community members? (check one): Yes _____ No _____

b. Meets at least quarterly? (check one): Yes _____ No _____

5. Conflict Resolution Services

a. Does the organization provide education and services that assist community members in resolving their own disputes peacefully?
(check one): Yes _____ No _____

6. Volunteer Service

a. Are mediation services provided, at least in part, by volunteers?
(check one): Yes _____ No _____

7. Matching Fund Requirement

a. Identify the required amount of matching funds
(See Part II, Section E, paragraph 1 for more information) _____ % or \$ _____

B. Short Response

1. **Service Region.** *Briefly* describe the impact area.

- a. Geographic service area _____
- b. Number of people in service area _____
- c. Specific communities expecting to impact _____

2. **Benchmarks/Goals.** *Please enter numeric values for each.*

- a. Publicity _____
- b. Outreach activities _____
- c. Total Community education programs _____
- d. Total Mediator training programs _____
- e. Total number of completed cases _____
- d. Number of people served _____

3. **Conflict Resolution Services.** *Briefly describe* the services to be offered.

- a. Format of services, i.e., in-person or virtual _____
- b. Types of disputes to be managed, e.g., neighbor-to-neighbor, family, school, etc.

- c. Any case restrictions, e.g., will not take cases involving domestic violence.

4. **Education Services.** *Briefly describe* the types and topics of mediator and/or community education programming to be offered. e.g. basic, communication, advanced family, specialized mediation trainings, etc.

5. **Evaluation.** Describe how the applicant determines client satisfaction.

C. Narrative Response

Provide narrative responses to each prompt (in less than 2,000 characters for each prompt)

1. Describe the community problems that will be addressed during the grant period. Present a brief example of the organization's previous work to aid communities and individuals in resolving disputes, disagreements, or difficulties.
2. Describe any established or potential partnerships and relationships that strengthen the organization's ability to deliver services and support collaboration among key community organizations and government entities. Provide an example of how the organization's efforts added value to the partner organization's efforts.
3. Describe how the organization's services are tailored to meet the culturally specific needs of individuals and the community. Provide specific examples of how the organization's work with culturally specific communities informs future service design, delivery, and staffing decisions.
4. Describe the organization's specific plans for recruiting, selecting, and training mediators and supervisory staff who demonstrate shared experience and/or trust with the communities being served.
5. University of Oregon may award grants to multiple participants within the same county. Describe how your organization would manage its collaboration with those other awarded applicants, if any.
6. If you have previously received a grant from University of Oregon, did your organization meet all its obligations under the contract (including submission of all required reports) and remain in compliance at all times during the term of the grant contract? If no, please provide a description of what happened and what steps your organization has taken to ensure the issue doesn't occur again.
7. Optional. Provide further details for any part of the application.

**Exhibit A: Revenue and Expense Summary
For 2025-2027 Program Budget**

Program Name: _____

REVENUE

A. **Grant amount requested** \$ _____

B. **Other revenue:** Identify sources and amount of revenue received from sources other than Grantor including grant funds, contracts for services, fees, contributions, etc.

OTHER REVENUE BEYOND GRANTOR FUNDS				
	Source	Pending Funding	Secured Funding	Total Proposed Funding
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
SUBTOTAL OTHER REVENUE		\$	\$	\$

C. **In-kind contributions:** List source, amount, and calculations (for example, volunteer mediator hours and valuation rates). If applicable, attach documentation.

IN-KIND CONTRIBUTIONS (NON-CASH)				
	Source AND Valuation	Pending Funding	Secured Funding	Total Proposed Funding
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
SUBTOTAL IN-KIND CONTRIBUTIONS		\$	\$	\$

TOTAL 2025-2027 REVENUES (A + B + C): \$ _____

EXPENDITURES

D. Personnel

Position Title	FTE	Salary/Year	Benefits/Year	Total
SUBTOTAL				

E. Services and Supplies

Item	Annual Expense
Rent/Space	
Office supplies (e.g. computers, printing, books, subscriptions...)	
Utilities (e.g. electricity, telephone, internet...)	
Training	
Marketing	
Travel	
Other (please describe)	
Other (please describe)	
Other (please describe)	
In-kind expenditures (either put in appropriate row above or all here)	
SUBTOTAL	

F. Other

Item	Annual Expense
Other (please describe)	
Other (please describe)	
Other (please describe)	
Other (please describe)	
SUBTOTAL	

TOTAL 2025-2027 EXPENDITURES (D + E + F): \$ _____

Signature of NPO Board President authenticating information contained on Exhibit A

Signature of Director authenticating information contained on Exhibit A

D. Application Submission Checklist

Applications must include:

- A. Cover Sheet
- B. Short Response
- C. Narrative Response
- Exhibit A – Signed Organization Operating Budget
- D. Supplemental Documentation (Attach as combined or separate PDF or MS Word files.)
 - Applicants that did not receive funding in the previous biennium must submit a business plan with a three-to-five-year projected budget. Resources to assist in building a business plan are available at SBA.gov. No specific format is required. <https://www.sba.gov/business-guide/plan-your-business/write-your-business-plan>.
 - Basic mediation training curriculum outline; lead trainer qualifications; and a statement that the program satisfies UO Policy CDRP – §C, if already offered.
 - Board of Directors/Advisory Committee roster: names, emails, and community affiliation
 - Evaluation. Any existing copies of current exit surveys, client satisfaction surveys, or other assessment instruments, if available.
 - Fee schedule. If applicant charges fees, clearly show sliding scale or fee wavier
 - Financial reports from the previous two years, if available.
 - Form(s), if available, issued to parties that include 1) written notice that mediation is voluntary; 2) “consent to mediate” or similar statement; and 3) “confidentiality agreement” or similar statement.
 - Letters of Support: Provide three to six letters of support from community organizations, judicial and legal system representatives, public agencies, or other appropriate service partners that have engaged with your organization in a professional capacity in the past. If appropriate, letters should attest to the organization’s willingness to make referrals or funding to applicant. Letters should be dated no more than six months prior to the application due date.
 - Organization mission and vision statements
 - Organization structure flowchart and/or description
- E. Signed Statement of Assurances (this page)

E. Statement of Assurances

1. If funded, the undersigned understands that the applicant must coordinate the data collection and submission process with Grantor.
2. If funded, the undersigned understands that the applicant must collaborate with any other provider(s) of dispute resolution services within the service area to efficiently serve the area.
3. The undersigned agrees that the applicant will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their protected status and will affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identify, national origin, disability, or veteran status.
4. The undersigned attests that the information provided to determine eligibility is true and accurate to the best of their knowledge. The undersigned further attests that they have authority and/or responsibility to represent their organization in all phases of this Request for Application process. The undersigned understands that any false or substantially incorrect statement may disqualify this applicant from further consideration or be cause for termination of a resulting contract.

Signature: _____

Date: _____

Typed Name and Title: _____

PART II: Additional Information for Applicants

A. **Background Information**

This Request for Applications is issued by the University of Oregon on behalf of the University of Oregon School of Law for the purpose of identifying eligible applicants, and select a grant recipient, to provide community dispute resolution services for **Crook County**, pursuant to ORS 36.155. Grantor is charged with the responsibility of administering a Community Dispute Resolution Program (CDRP) grant fund pursuant to ORS 36.150 and 36.155 and UO Policy I.03.02. The focus of this grant program is to support the development and maintenance of community dispute resolution programs that assist community members in resolving disputes and developing conflict resolution skills. These services are funded in part by a grant from the Grantor.

Grant funds for your county will be **approximately \$8,117.00 for the period July 1, 2025 - June 30, 2027.**

B. **Timeline (Subject to Change)**

April 1, 2025	Notice of availability of grant funds is advertised. RFA packet is made available to interested applicants.
April 17, 2025 @ noon	Grantor holds an informational session for prospective applicants.
April 30, 2025	Applications due by 5:00 p.m. <u>Late applications may not be considered.</u>
May 19, 2025	Any additional information requested due by 5:00pm.
May 30, 2025	Grantor issues notices of eligibility to applicants.
June 5, 2025	Any appeals from applicants determined ineligible by the Grantor must be <u>received</u> by 5:00pm.
June 16, 2025	Grantee(s) are selected.
June 30, 2025	Grantor begins contracting process with selected Grantee(s).

C. **Entities Eligible for Funding**

1. To be eligible, a CDRP must be one of the following (see UO Policy CDRP – §C):
 - a. **Government program.** A governmental entity with a separate dispute resolution program budget and a dispute resolution program advisory committee of at least five representative members of the community in which the governmental agency is located, which advisory committee meets at least quarterly;
 - b. **Nonprofit organization.** A nonprofit organization registered in Oregon with a board of directors of at least five representative members of the community or communities in which the organization does business, which board of directors meets at least quarterly. If an applicant is a nonprofit organization established for purposes other than dispute resolution, it shall have a separate dispute resolution program budget and a separate advisory committee of at least five representative members of the community in which the organization does business, which advisory committee shall meet at least quarterly.
2. A CDRP must provide **at a minimum** the following services (see UO Policy CDRP – §C):

- a. Citizen education in conflict resolution skills to assist citizens in resolving their own disputes peacefully; and
 - b. Community mediation services provided at least in part by volunteer mediators.
3. In addition to these essential services, programs *may* elect to provide other services in order to respond to local identified needs. Such services may include but are not limited to: (a) Methods for addressing the interests of crime victims in criminal cases when those cases are either not prosecuted for lack of funds or could be more effectively handled outside the courts; (b) Arbitration; and (c) Training for individuals who resolve disputes.
 4. Grantees that participated in previous grant cycles must have complied with previous grant requirements before being considered eligible for new and/or additional grant funds.
 5. *Note on court programs.* The Oregon Judicial Department, Municipal, county and justice courts are not eligible for funding under ORS 36.100 et seq. and UO Policy CDRP et seq. Grant funds awarded to community dispute resolution programs may be used on expenditures that support court-connected mediation services activities in partnership with courts.

D. Grant Award Selection Criteria

1. Criteria for the selection of funding:
 - a. The ability of the applicant to address unmet community needs in the proposed geographical area of service;
 - b. The structure and scope of the services to be provided by the applicant;
 - c. The applicant's experience and qualifications in dispute resolution services;
 - d. The amount of the requested grant and the reliability of the applicant's other funding sources; and
 - e. The adequacy and cost of personnel, services, and supplies, and capital outlay.

E. Requirements for Grantees (CDRPs)

NOTE: Failure to comply with any Grantor requirement may result in loss of grant funding.

1. **Matching Funds.** Grantees are required to match the funding granted to them (ORS 36.155). For example, the first year of a new program requesting a grant of \$50,000 would need to provide a match of 10% (or \$5,000) by the end of the first year from other cash revenue or in-kind donations.
 - a. First grant year – 10%
 - b. Second grant year – 25%
 - c. Third grant year – 50%
 - d. Fourth grant year – 75%
 - e. Fifth grant year and beyond – 100% (see UO Policy CDRP – §E).
2. **Fees for service.** If grantee charges fees for service, grantee must offer a sliding fee scale or waiver or deferment based on income. Fees may not be charged on the basis of outcome or amount in controversy (see UO Policy CDRP – §D).
3. **Voluntariness.** Grantees, even those that accept mandatory referrals, must provide written notice to participants specifying that participation in the mediation session is voluntary (see UO Policy CDRP – §F).
4. **Confidentiality.** Grantees must have an appropriate mechanism for ensuring that participants are advised of the importance of confidentiality in mediation and that participants are offered an opportunity to execute a written confidentiality agreement (see UO Policy CDRP – §F).
5. **Qualified mediators.** Grantees must have qualified mediators trained by qualified trainers (see UO Policy CDRP – §Q for specific training requirements).

6. **Internal Controls.** Grantees must establish and maintain an effective internal control structure. This should include policies, procedures, and processes to both prevent misuse of program assets and detect any misuse should it occur. Documentation of these policies, procedures, and process may be requested by and provided to the Grantor at any time. Resources to assist with the development of an Internal Control structure are available from the Oregon State Controller's Division (<http://www.oregon.gov/DAS/Financial/Acctng/pages/index.aspx>).
7. **Reporting requirements.** Grantees shall provide Grantor with the following reports:
 - a. Progress Reports, using Grantor's forms, including data for the prior six-month period, on: operating budgets, number and kinds of educational programs, staff and volunteer qualifications, training activities, number and source of referrals, types of disputes referred, dispute resolution services provided, number of persons served, case outcomes, and other information as Grantor may require (see UO Policy CDRP – §O);
 - b. Annual reports and annual financial statements, using Grantor's forms, including data described above for the previous twelve-month period;
 - c. An independent audit or review every two years (based on the criteria); and:
 - i. Government entity: a completed government entity-wide financial report, such as the Annual Comprehensive Financial Report
 - ii. Nonprofit
 1. For those with annual revenues of \$1 million or more an audit by an independent CPA is required.
 2. For those with annual revenues of at least \$500,000 but less than \$1 million an audit or review by an independent CPA is required.
 3. For those with annual revenues less than \$500,000, an audit or review is optional.
 - d. A final financial report of revenues and expenses on Grantor's forms in accordance with the budget categories shown in Exhibit A and Exhibit B within ninety days of the close of the grant period (see UO Policy CDRP – §O).
8. **Record keeping.** Grantees must maintain accurate financial records, including accounting for matching funds (see UO Policy CDRP – §O) that conform to generally accepted accounting principles and be in compliance with all county and state audit accounting procedures and requirements. Grantee must maintain all required records for at least 3 years after Grantor's final payment and make program records available to Grantor when requested (*note*: Grantees are subject to audit by the Secretary of State, pursuant to ORS Chapter 297).
9. **Evaluation.** Grantees shall cooperate with Grantor to facilitate the collection of data to measure the effectiveness, integrity, and applicability of dispute resolution services provided by the Grantee. In addition, Grantees shall, per UO Policy CDRP – §N.
 - a. perform a biennial evaluation to measure program effectiveness.
 - b. measure client satisfaction.
 - c. conduct annual board and director performance evaluations.
 - d. cooperate with Grantor in providing aggregate data to analyze the effectiveness of community dispute resolution efforts and to track trends throughout the state.
10. **The Law.** Grantees must comply with applicable federal, state, county and local statutes, and rules governing services, facilities, and operations. Grantees shall agree to satisfy all federal and state contract requirements concerning the provision of Workers' Compensation coverage. Grantees must comply with all applicable rules, regulations, statutes and guidelines for maintaining client confidentiality.
11. **The Rules.** Grantees must comply with the standards and guidelines set forth in UO Policy - Community Dispute Resolution Center (CDRP). <https://policies.uoregon.edu/vol-1-governance/ch-3-policies/community-dispute-resolution-program>

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):

February 24, 2025

Crook County Commission
Seth Crawford
Susan Hermreck
Brian Barney

RE: The Hub Project Grant Funding Request for Year 1

Over the past year, High Desert Christian Academy (HDCA) and community partners have been blazing the trail, garnering community support, and raising funds to revitalize and transform the old Pioneer Memorial Hospital (aka hospital hill) into an Educational and Community-Service Campus now nicknamed “The Hub.”

The property, located at 1201 NE Elm Street in Prineville, neighbors the Prineville Police Department as well as residential neighborhoods. It includes approximately 92,000 square feet of usable (but unoccupied) building spaces including an emergency room, an operating room, and exam rooms – that could be perfect for dual-enrollment opportunities, including but not limited to career and trade school educational space.

The Hub project has already received nearly 200 community members and business owner signatures, and formal board-approved support from Crook County School District, Crook County Commissioners, Prineville City Council, Crook County Parks and Recreation District (CCPRD) and its foundation, CCPRF. Others are in process. *“The unique spirit of collaboration before us is like no other,”* said Steve Forrester, Prineville City Manager. *“We have the opportunity to transform our historic 1950 municipal hospital into an educational hub and empower the culture of our local workforce to thrive in Crook County and beyond,”* he said.

Identified needs for The Hub that can be addressed with financial support include:

- Architect Facility Assessment includes Traffic Study, Building & Property Use Coding, Occupancy Permits (*quotes available upon request)
- Expansion of infant/toddler childcare, preschool, and after-school care
- K-12 dual enrollment opportunities for students, including career and trade school space in partnership with CCSD, CCPRD, CCPRF, colleges, and trade schools.
- Public safety improvements (Training/Conference Room, Prineville PD parking lot extension)
- A gymnasium, hitting cages, and sports fields to be rented and facilitated by CCPRD
- CCPR programs, community clubs & youth activity space
- Office space for community-service providers and/or trade school staff & student dormitories
- Transportation to and from The Hub

Fundraising is underway, and a number of tenants have asked to be put on the waiting list to join “The Hub.” So far, Crook County Parks & Recreation, Prineville Police Department, and mental health counselors have said they are ready to move forward. The current barriers HDCA is facing include attaining the funds for: 1) The Architectural Facility Assessment, Traffic Study, Coding & Occupancy Permits 2) Hub Project coordination 3) Childcare Expansion & Building Repairs. These are the steps necessary to accomplish the goals for expansion and tenant occupancy.

After the assessment report is completed by the architect, we will be able to forecast any construction, renovation or remodeling costs to accommodate The Hub's community partners.

Letters of inquiry and grant proposals for "The Hub" have been sent to Oregon-giving foundations. Thus far, three out of three were positive and have expressed interest in joining as a funding source of The Hub, however none of the giving foundations can fund 100% of the project. Grantors are asking what financial contribution our local partners can provide to see this long-term project to fruition.

We are requesting your financial contribution to the attached budget for Year 1. We are also asking for your consideration of future commitment and investment in The Hub for the purpose of bettering and building capacity for our Prineville/Crook County community. After the Architect's assessment, we should be in a better position to forecast renovation and construction costs for years 2-9.

If requested, we are happy to coordinate representatives from HDCA, Crook County Parks and Recreation, Prineville Police Department, and the mental health counselors interested in joining as tenants. We can also present and answer any questions Crook County Commission may have about the status of The Hub.

Thank you for your time and consideration of our funding request.

/s/ Mandi L Puckett

Mandi Puckett
HDCA Community Relations Director
541-325-1888
oregonsafetysolutions@gmail.com

/s/ Linda Moore

Linda Moore
HDCA Finance Officer
541-416-0114
warriors@hdchristianacademy.com

/s/ Larissa Sweider

Larissa Sweider
Parent Teacher Fellowship (PTF) Committee Chair
541-390-8929
larissa.sweider@hdchristianacademy.com

THE HUB

TRANSFORMING THE HISTORIC
HOSPITAL HILL INTO AN EDUCATIONAL
& COMMUNITY SERVICES CAMPUS

INTRODUCTIONS

DUANE PORTER, HDCA Board Vice-President

KIM PATTERSON, HDCA Board Director

MANDI PUCKETT, HDCA Community Relations Director

SETH ANDERSON, Principal, SAJ Architecture

LINDSEY MAGUIRE, Project Manager, SAJ Architecture

STEVE WARING, Crook County Parks & Recreation Director

ANDREA WEAVER, Crook County Parks & Recreation Coordinator

STEVE FORRESTER, Manager, City of Prineville

OTHER POTENTIAL TENANTS



Childcare & Early Education



K-12 Dual Enrollment



Career & Trades



Gym, Ball Fields, Clubs, Activities

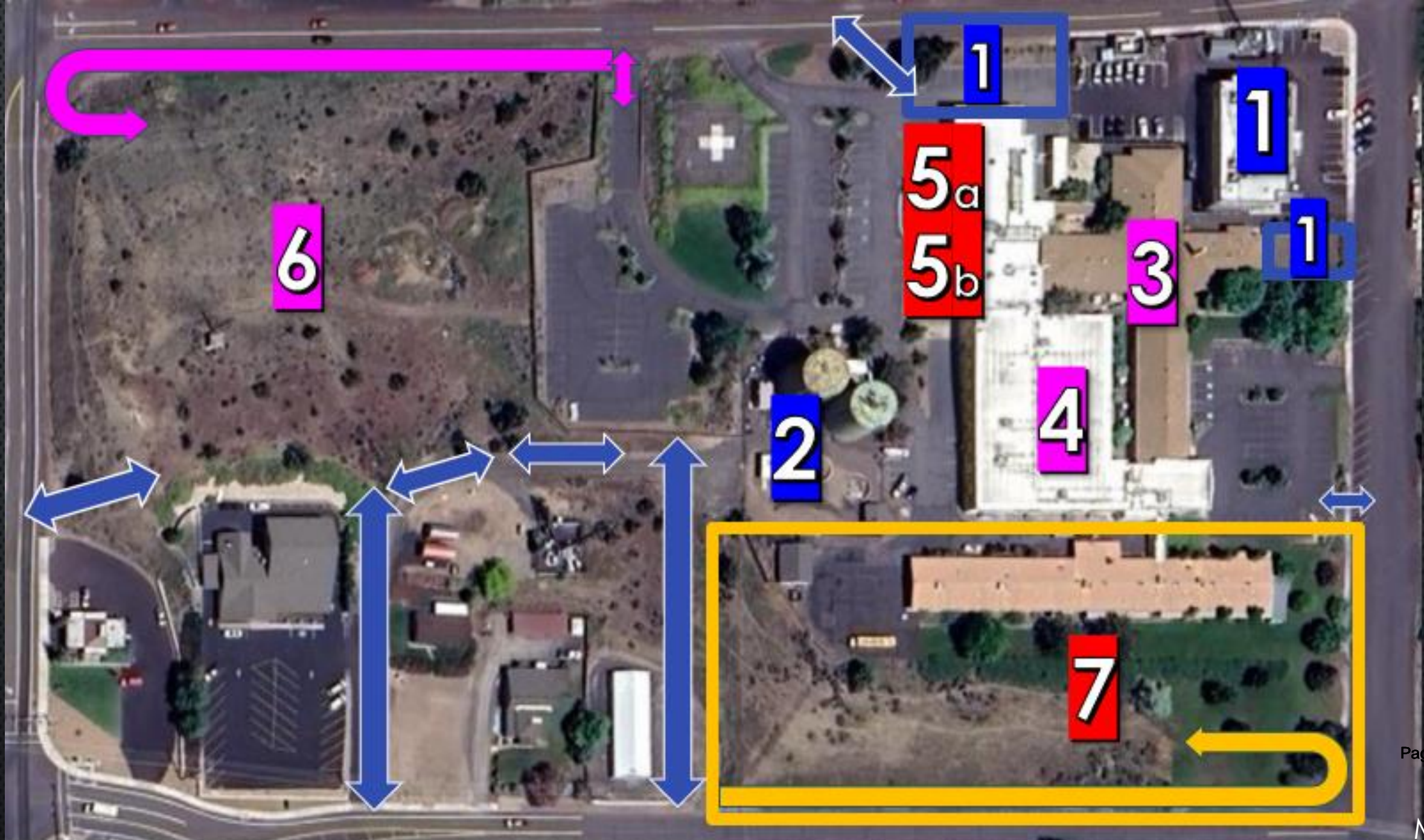


Transportation



Community & Prevention Services







December 13, 2024

PROFESSIONAL SERVICES PROPOSAL

PRIMARY CONTACT INFORMATION

Client: High Desert Christian Academy	Architect: SĀJ Architecture
Name: Mandi Pucket, HDCA Community Relations Director	Name: Seth Anderson
Address: 1201 NE Elm Street Prineville, OR 97754	Address: 721 SW Industrial Way, Suite 130 Bend, Oregon 97702
Phone No: 541-416-0114	Phone No: 541-330-6506
Email: oregonsafetysolutions@gmail.com	Email: setha@saj-arch.com

PROJECT UNDERSTANDING

SĀJ Architecture is excited to offer master planning services for High Desert Christian Academy (HDCA) located at 1201 NE Elm Street, in Prineville, Oregon. The current facility intends to grow and expand its daycare and K-12 programs and intends to lease adjacent space and unused discreet buildings to new tenants to finance the expansion. The services will be divided into three phases:

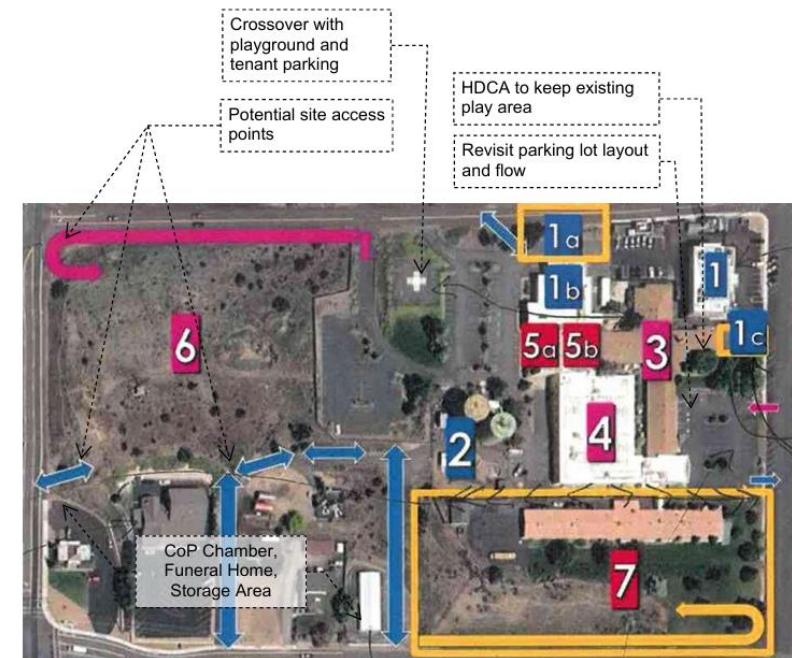
- Phase IA and 1B: Existing Conditions & Analysis
- Phase II: Facility Condition Assessment
- Phase III: Visioning and Long-Range Planning

Throughout the master planning process, our team will engage the HDCA’s decision-making committee to build consensus around a shared vision for the site and its unique place in the community. The master plan findings, recommendations, and visioning drawings will be compiled into a “living document” that HDCA can use to guide its future campus development.

SCOPE OF SERVICES

SETH ANDERSON, Principal LINDSEY MAGUIRE, Project Manager

Meeting Notes 11/21/24



COMMUNITY PARTNERS & TENANT INQUIRIES

1 Expand Public Safety Training Facility, Parking

2 City Water

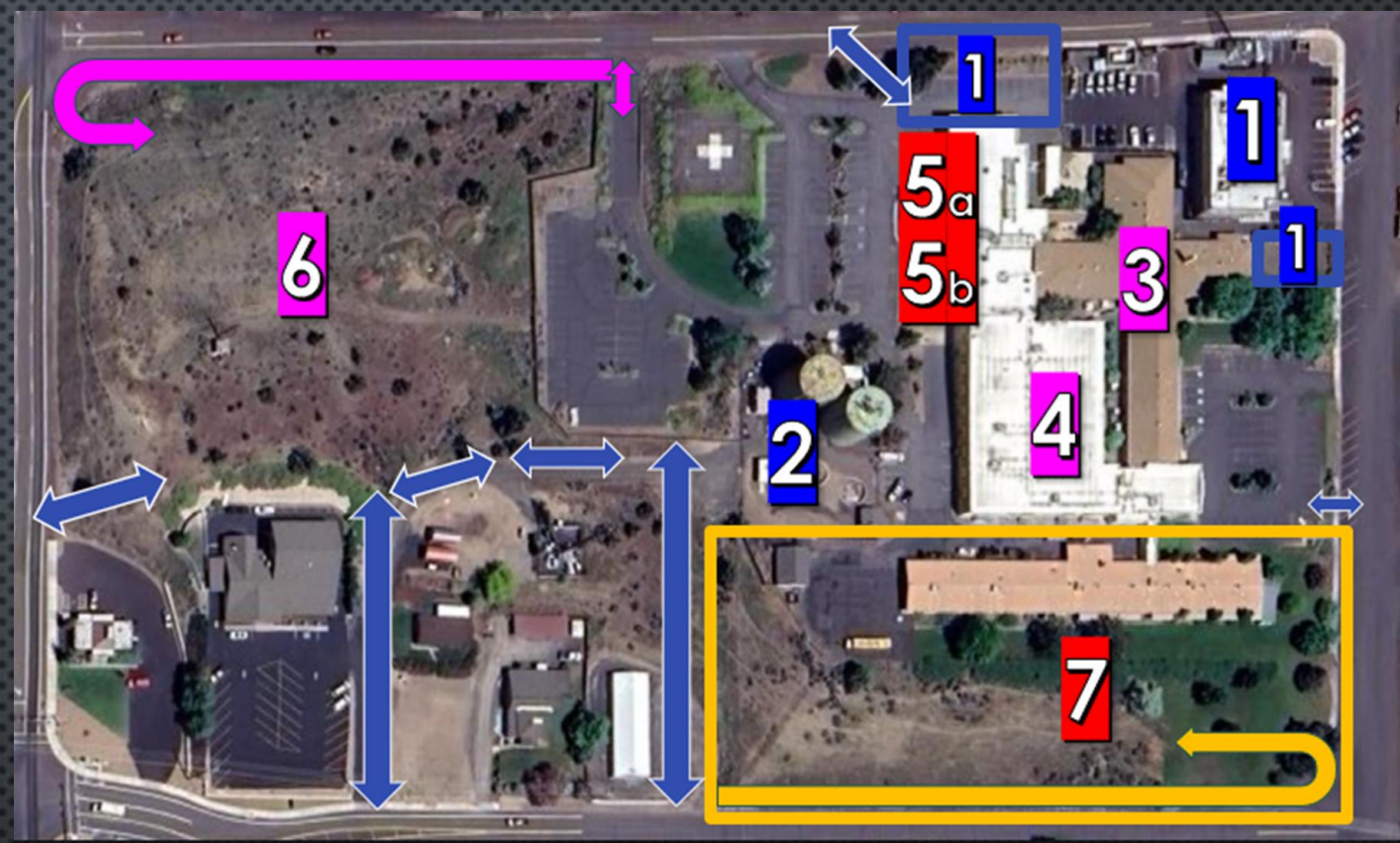
3 HDCA & Childcare

4 Expansion

5 5a: Education & Trades
5b: CCP&R Programs
Clubs, Batting Cages

6 Gym, Ball fields, Parking
CCPRD rent for community use

7 Open: Classrooms, admin, offices, trades, school, dorms, parking



- Unified Parks & Rec Master Plan
- Build capacity for growth
- CCPRF and CCPRD
- Education & Rec Program Expansion
- On site support (added instructors, rent out gym, fields, hitting cages)

**STEVE
WARING**
EXECUTIVE
DIRECTOR

**ANDREA
WEAVER**
PROGRAM
COORDINATOR

- Background
- Crook County is now 3rd highest annual income of the 36 counties
- Keeping Our Culture & Values
- This is a Unique Opportunity for Prineville & Crook County

**STEVE
FORRESTER**
CITY OF
PRINEVILLE
MANAGER

ACTION ITEMS

1. Community Support

2. Request Agency Support

3. Grant Proposals Local, State & Federal

LETTER OF COMMUNITY SUPPORT

Goal	To empower our workforce to thrive by enhancing access to education and family support services in Crook County.
Vision	To build capacity that addresses the educational and family support needs of our community, from the very youngest to the very oldest in Crook County.
Mission	To revitalize and transform the High Desert Christian Academy (HDCA) property located at 1201 NE Elm Street Prineville Oregon from a hospital into a central educational hub for childcare, preschool, K-12 education, trade schools, extra-curricular activities, gymnasium, and family support services for Crook County.
Contact	High Desert Christian Academy, Coordinator Mandi Puckett, 541-416-0114

HDCA is a 501(c)(3) non-profit organization with over 30 years of service to the Crook County community. HDCA's property, located at 1201 NE Elm Street in Prineville Oregon, was formerly the Pioneer Memorial Hospital. The nearly 13 acres of property neighbors Prineville Police Department, a residential neighborhood and includes approximately 92,000 square feet of usable building space. Additional partners will be added to this letter of support on an ongoing basis.

We, the Prineville and Crook County community partners, hereby commit to collaborating in support of this mission.

Signed by:

Print Name	Title	Signature (handwritten or electronic)
Jeremy Puckett	Parent	<i>Jeremy Puckett</i>
Julie Barnes	Parent	<i>Julie Barnes</i>
Ashley Goering	Parent	<i>Ashley Goering</i>
Ryan Goering	Parent	<i>Ryan Goering</i>
Mandi Puckett	Parent	<i>Mandi Puckett</i>
Ron Michaels	Citizen	<i>Ron Michaels</i>



THE HUB: PHASE 1 PRIORITIES

- **1) FACILITY & PROPERTY ASSESSMENT (\$115,707)**
- **2) CHILDCARE ROOMS FINISHED (\$40,000)**
- **3) HUB PROJECT COORDINATION (\$77,280)**

“THE HUB” PROJECTED BUDGET

Hub Project 2025	Year 1 Budget	Hub Funding Request Year 1	Hub Funding Est. Match Year 1	Hub Project TOTAL Year 1
Year 1 2025 Request	SAJ Professional Services Buildings & Property Assessment* Hub Project Coordination Identified Hub Repairs (Childcare rooms, Code requirements)	\$115,707 \$77,280 \$40,000	\$1,000 \$58,240	
Year 1 2025 Match	Equipment & Supplies Volunteer Hours (2400 hrs x \$33.49 Fed volunteer rate) PPD North Parking Lot (\$6,000 per month)		\$35,035 \$80,375 \$72,000	
	TOTAL	\$232,987	\$246,650	\$479,637

*SAJ provided two quotes (1) Complete assessment for all buildings/property as a whole for lower cost (2) Complete in prioritized phases at a higher cost

*Tenants are ready to move in, but SAJ Professional Services is first necessary to assess buildings and property for required building codes and occupy permits

Hub Project 2026-3033	Years 2-9 Projected Budget After SAJ Assessment	Hub Funding Request Year 2-9	Hub Funding Est. Match Year 2-9	Hub Project TOTAL 2-9
Year 2 2026	Hub Project Coordination CCP&R Basement (13,074 sqft x \$.80 x 12 mos) + triple net PPD Training Room development Repairs, Maintenance, Minor Remodeling (identified by SAJ) Additional Community Partners Occupy Permits	\$ \$ \$	\$ \$ \$	
Year 3-5 2027-2029	Hub Project Coordination CCP&R projected to sustain itself with CCPRD program revenue PPD Training Room Construction & Remodeling Additional Community Partners Occupy Permits	\$ \$ \$	\$ \$ \$	
Year 6-9 2030-2033	Hub Project Coordination Construction & Remodeling Additional Community Partners Occupy Permits	\$ \$ \$	\$ \$ \$	
	TOTAL	\$TBD	\$TBD	\$TBD

A grayscale photograph of students in a science laboratory. In the foreground, a student is looking through a microscope. Other students are visible in the background, some also working with microscopes. The image is semi-transparent, serving as a background for the text.

THANK

YOU

SIGN IN SUPPORT: [HDCHRISTIANACADEMY.COM](https://hdchristianacademy.com)

CONTACT: (541)416-0114

FEATURED SPOTLIGHT

Central Oregon private school working to transform old hospital into educational hub

Ideas for new space include trade schools, childcare, sports fields and facilities

Adopted from press release
Oct 15, 2024

1 of 4



A map of the old hospital property is divided into sections to showcase where community education and recreation facilities could be located.
COURTESY PHOTO: High Desert Christian Academy

Facebook, X, WhatsApp, Email, Print, Copy, Bookmark icons

Members of the local private school staff are working on an ambitious new project that would make extensive use of its recently purchased property.

In recent months High Desert Christian Academy (HDCA) staff and community partners have been working together garnering community support to revitalize and transform the old Pioneer Memorial Hospital site into an educational campus and community campus.

HDCA is a 501(c)3 nonprofit school and has served the Crook County community for more than 30 years. The nondenominational school changed its name to High Desert Christian Academy in 2015, and by 2023, HDCA was able to acquire the old Pioneer Memorial Hospital property as its new home. The lease included more than 12 acres of property as well as approximately 92,000 square feet of usable building spaces including a former emergency room, operating room and exam rooms that staff believe could be perfect for career and trade educational space. Staff added that the property neighbors the Prineville Police Department as well as residential neighborhoods.

HDCA staff has already begun outreach, presenting the idea to the Crook County Board of Commissioners, Prineville City Council, Crook County Parks and Recreation District, Crook County School District and others. The Educational Campus (The Hub) project has already received support from those organizations as well as nearly 200 community member signatures.

“The unique spirit of collaboration before us is like no other,” said Steve Forrester, Prineville City Manager. “We have the opportunity to transform our historic 1950 municipal hospital into an educational hub and empower the culture of our local workforce to thrive in Crook County and beyond.”

Mandi Puckett, HDCA Community Relations Director noted that local community members have vocalized “so many positive ideas and ways to join with us in revitalizing the historic hospital property to address the community’s educational needs.”

Some of those ideas include:

- Career and trade school program space
- Infant and childcare, preschool, and after-school care

- K-12 dual enrollment options for students
- A gymnasium, hitting cages, and ball fields
- Activity and club meeting space
- Workforce dormitories for trade school students and school staff

“Our first step was to hear from our community members and gather signatures,” said Maggie Hale, HDCA principal. “Currently, we have been requesting formal support letters from our public agencies and civic groups. Next, we plan to put forth a proposal and apply for grants to bring this collaborative dream to a reality.”

With the momentum growing for the Educational Campus (Hub), HDCA is encouraging citizens to sign the letter of community support and/or contribute financial support via the HDCA school office, the website (hdchristianacademy.com) or by calling 541-416-0114.

“We are happy to arrange tours for the community to see the possibilities of what is to come at The Hub,” said Duane Porter, HDCA Board Director. “The power this opportunity has in enhancing our community while maintaining our strong culture and value is beyond imaginable.”

December 13, 2024

PROFESSIONAL SERVICES PROPOSAL

PRIMARY CONTACT INFORMATION

Client:	High Desert Christian Academy	Architect:	SĀJ Architecture
Name:	Mandi Pucket, HDCA Community Relations Director	Name:	Seth Anderson
Address:	1201 NE Elm Street Prineville, OR 97754	Address:	721 SW Industrial Way, Suite 130 Bend, Oregon 97702
Phone No:	541-416-0114	Phone No:	541-330-6506
Email:	oregonsafetysolutions@gmail.com	Email:	setha@saj-arch.com

PROJECT UNDERSTANDING

SĀJ Architecture is excited to offer master planning services for High Desert Christian Academy (HDCA) located at 1201 NE Elm Street, in Prineville, Oregon. The current facility intends to grow and expand its daycare and K-12 programs and intends to lease adjacent space and unused discreet buildings to new tenants to finance the expansion. The services will be divided into three phases:

- Phase IA and 1B: Existing Conditions & Analysis
- Phase II: Facility Condition Assessment
- Phase III: Visioning and Long-Range Planning

Throughout the master planning process, our team will engage the HDCA’s decision-making committee to build consensus around a shared vision for the site and its unique place in the community. The master plan findings, recommendations, and visioning drawings will be compiled into a “living document” that HDCA can use to guide its future campus development.

SCOPE OF SERVICES

Phase IA: Existing Conditions & Analysis (Code Review)

- Create a working floor and site plan base drawings for planning efforts
- Conduct a code review for the intended change of uses across campus.
 - Confirm adequate egress and life safety measures (Building Code (OSSC), Oregon Fire Code (OFC))
 - Review “existing building” code requirements (OSSC)
 - Review required energy conservation measures (OEESC)
 - Review Prineville’s development code requirements (Land Use Code)
- Create a working “block plan” and provide recommendations for:
 - Extents of tenant suites and future HDCA programs
 - Indicate “public” and “private” space
 - Access points, egress, and barriers (needed separation of uses)
 - Circulation at all scales (building, campus, and site and surrounding area)
 - Security measures
- Provide measured lease suite areas and floor plans for negotiation of leases with tenants.

Phase IB: Existing Conditions & Analysis (Engagement)

- Conduct a SWOT analysis (strengths, weaknesses, opportunities and threats) to gain a high-level understanding of the site conditions.
 - Analyze current traffic flow and parking configuration
 - Existing circulation patterns
- Stakeholder engagement process (HDCA and tenants)
 - May include listening sessions, surveys, polls, planning design meetings with HDCA and their stakeholder representatives.
- Deliverable: pull findings and analysis recommendations into an 8.5x11 reference document for HDCA.

Phase II: Facility Condition Assessment (FCA)

- Provide engineering review of facilities and existing drawings to ascertain repair costs and life-cycle assessments for building systems:
 - Structural: foundations, superstructure, roofing
 - Mechanical: HVAC distribution system, condition of HVAC equipment
 - Electrical: fire alarm, electrical service capacity, distribution, lighting, and telecommunications
 - Plumbing: size and capacity of service and waste lines, fire protection, rainwater drainage, and fixtures
 - Civil and Traffic: drainage, parking, pedestrian and vehicular paving condition, ADA access and routes, and site lighting
 - Architectural: interior construction, finishes, fixtures, and exterior enclosure
- Team members to perform visual assessments of components and systems consistent with [ASTM E2018](#) standards.
- Photograph existing conditions in a walk-through survey
- Conduct interviews with maintenance staff, building management, and potential tenants as required.
- Engineering reviewers to compile a list of existing equipment (type, make, model, service life, year installed, condition, approximate replacement cost, fuel type, capacity, and remaining useful life).
- After the review is complete, identify work to be performed and categorize according to the following: deferred maintenance, routine maintenance, replacement, ADA improvement, or improved functionality.
- Estimate the costs to determine a budget for (1) repair of existing systems and/or (2) the replacement of existing systems. Prioritize work into categories: *critical, moderate, minor, or replacement required*.
- Deliverable: Generate a Facility Condition Assessment report organized according to a *Uniformat* outline of building elements. Each discrete building or portion thereof with separate tenants shall be analyzed individually.

Phase III: Visioning & Long-Range Planning

- Program verification with HDCA and their tenant partners.
- Develop campus floor plans and site plans with recommended and code compliant improvements.
 - Include all programs for building and site for the full build-out of campus.
- Produce a 5-year and 10-year facility phasing plan aligned with anticipated expenditures. Include repair costs, replacement costs, and the cost of new systems, equipment and facilities required to support HDCA and their tenants.
- Deliverable: Complete the master plan booklet to memorialize the master planning process, engagement findings, FCA, project budget, and phasing.
 - Includes presentation-level exhibits for HDCA to use for grant applications, fundraising, and offering of the spaces to potential tenants.

Clarifications

The *Scope of Work* excludes:

- Coordination or responsibility for hazardous materials testing, asbestos testing or abatement

- Design and engineering of improvements or repairs to structural systems, lighting, mechanical, electrical, plumbing, fire sprinkler, or fire alarm systems
- Architectural design, engineering, and documentation for discrete projects and building renovations included in the any of the recommendations
- Appraisal services, geotechnical reporting/soil analysis, or site topographic surveying

Note: If these items are requested, SAJ Architects can provide as needed or make recommendations for other service providers that can complete the scope.

COMPENSATION

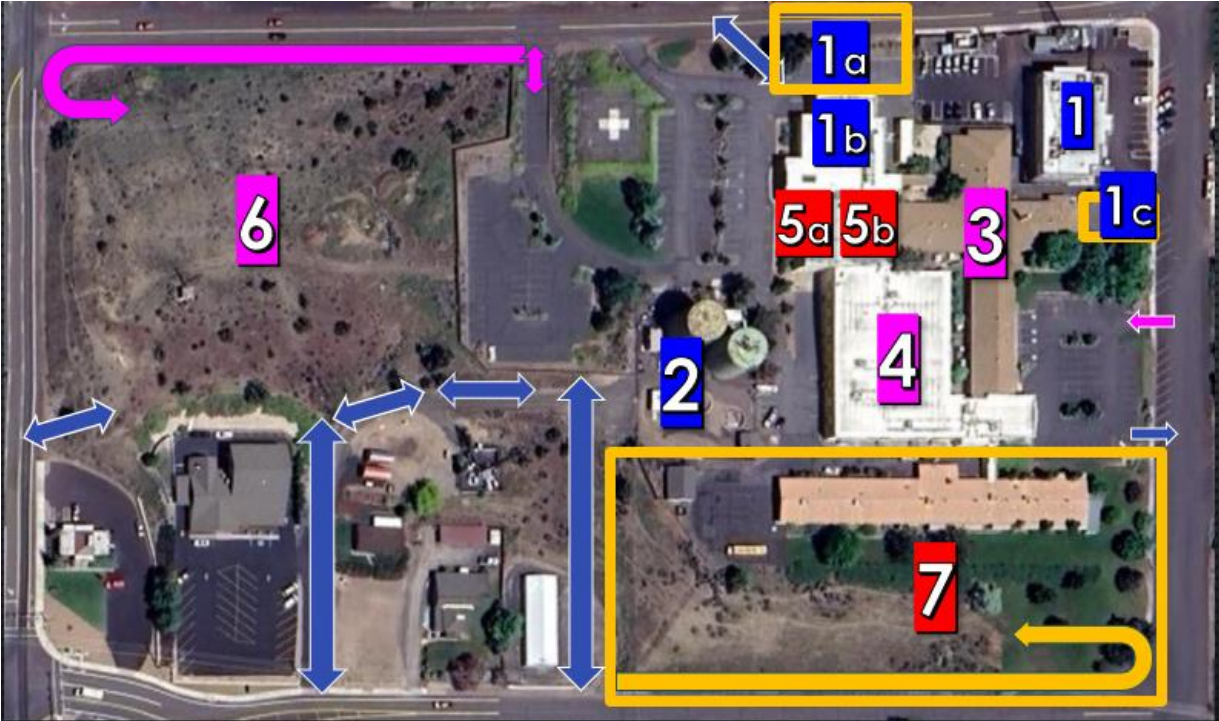
The Architect will be compensated according to the fee schedule below. SAJ Architecture’s current hourly rates are attached for items indicated as hourly.

ARCHITECT’S SERVICES		
Fixed Fee Services		
Phase IA	Existing Conditions & Analysis	\$14,470.00
	• Code Review (SAJ)	\$11,610.00
	• Traffic (Clemow & Associates)	\$2,860.00
Phase IB	Existing Conditions & Analysis (Engagement) - SAJ	\$7,620.00
Phase II	Facility Condition Assessment	\$58,020.06
	• Architecture Envelope & Interiors (SAJ)	\$17,040.00
	• MEP, Fire Suppression, ICT (Morrison Maierle)	\$16,775.00
	• Structural (Walker)	\$9,240.00
	• Civil (HWA)	\$4,680.50
	• Cost Estimation (Fortress)	\$10,284.56
Phase III	Visioning & Long-Range Planning	\$31,967.85
	• SAJ – Master Planning	\$25,540.00
	• Cost Estimation of Long-Range Plan (Fortress)	\$6,427.85
	+ Retainer	\$3,630.00
	Total Fixed Fee	\$115,707.91
Other Services		
Other	Cost Estimation for Tenant Improvements (Fortress)	\$1,753.05 (per TI space)
Hourly Services		
Additional Services	As requested by Client	-
Consultant Services	As required in Phase III (see hourly rate schedules)	-
Reimbursable Expenses		
Reimbursable expenses are in addition to compensation for Architect’s Services, and expenses incurred by the Architect directly related to the project (plotting, printing, travel, etc.).		
Notes		
Consultant proposals and consultant hourly rates are available upon request.		

APPENDIX A | 2025 HOURLY RATES

	<i>HOURLY RATE</i>
Principal Architect	\$250
Project Manager	\$205
Project Architect	\$195
Interior Designer IV	\$195
Specification Specialist	\$185
Architect II	\$180
Marketing Director	\$175
Architect I	\$170
Job Captain	\$160
Interior Designer III	\$160
Designer II	\$150
Interior Designer II	\$150
Designer I	\$135
Interior Designer I	\$135
Administrative	\$90

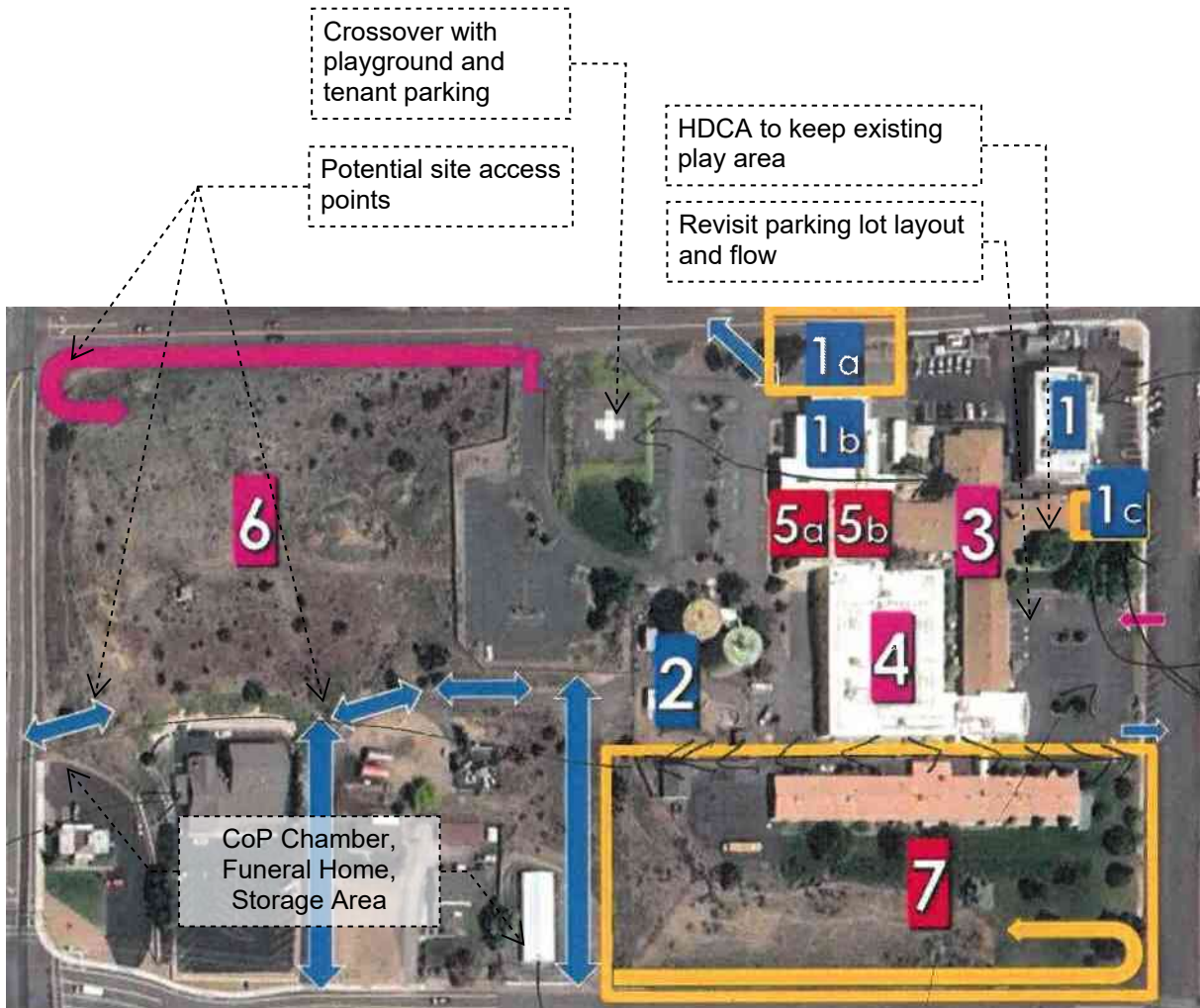
CONFIDENTIAL - MAP OF FUTURE OPPORTUNITIES - TENTATIVE VISION



- 1. PRINEVILLE POLICE DEPARTMENT
 - 1a. PPD PARKING LOT – 11,040 sq ft
 - 1b. PPD TRAINING ROOM – 3,364 sq ft
 - 1c. PPD TO LEASE & SECURE DAYCARE BUILDING FOR FUTURE USE – 3,344 sq ft
 - 2. CITY WORKS WATER
 - 3. HDCA – 24,159 sq ft
 - 4. HDCA DAYCARE AND K-12 EXPANSION – 23,391 sq ft
 - 5a. UPPER LEVEL – TRADES (MOSAIC DENTAL OR BTI OR OTHERS) – 5,882 sq ft
 - 5b. BASEMENT – CROOK COUNTY PARKS & REC DEPT FOR PROGRAMS – 13,074 sq ft
 - 6. HDCA GYM / HITTING FACILITY / BALL FIELDS – need to determine sq ft
 - 7. OLD HOSPICE BUILDING – 15,361 sq ft
 - Options: dorms for trade school students & staff, CCSD offices, GMH school, dual enrollment
- OTHER: CITY ENTRANCES/EXITS FOR FUTURE EXPANSION (designated by blue arrows)

Items to discuss:

Assessment vs Inspection, Improvements, Maintenance, Occupy Permits, City/County Codes, Utility separation/reconfiguration, Future Subdivision Property, Remodeling, Lobby & Bathrooms areas, Contract costs & fees, Taxes & associated costs for non-profit vs other entities.



<p>FUTURE OPPORTUNITY PROGRAMS (FROM HDCA)</p>	<p>1. Prineville Police Department (PPD) 1a: PPD parking lot 1b: PPD training room 1c: PPD to lease and secure daycare building for future use. HDCA to relocate daycare</p> <p>2. Existing City Works Water</p> <p>3. HDCA - current - cross shape is important to school identity</p> <p>4. HDCA Daycare and K-12 expansion (lease other facilities to finance the expansion)</p> <p>5a: Mosaic Dental 5b: Parks and Rec programs in basement (check egress and feasibility)</p> <p>6: Gymnasium expansion (HDCA) and fields (test fits needed on this steep site)</p> <p>7. Former hospice facility could morph to a trade school with dormitories, CCSD office, GMH school, and dual enrollment. This facility is currently on a separate tax lot.</p>
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February 19, 2025

PROFESSIONAL SERVICES PROPOSAL

PRIMARY CONTACT INFORMATION

Client: High Desert Christian Academy	Architect: SĀJ Architecture
Name: Mandi Pucket, HDCA Community Relations Director	Name: Seth Anderson
Address: 1201 NE Elm Street Prineville, OR 97754	Address: 721 SW Industrial Way, Suite 130 Bend, Oregon 97702
Phone No: 541-416-0114	Phone No: 541-330-6506
Email: oregonsafetysolutions@gmail.com	Email: setha@SĀJ-arch.com

PROJECT UNDERSTANDING

SĀJ Architecture is excited to offer master planning services for High Desert Christian Academy (HDCA) located at 1201 NE Elm Street, in Prineville, Oregon. The current facility intends to grow and expand its daycare and K-12 programs and intends to lease adjacent space and unused discreet buildings to new tenants to finance the expansion. The services will be divided into multiple tasks that HDCA can pursue on an individual basis as the need arises, to apply and secure fundraising for distinct portions of the Work. Tasks do not need to occur in the order listed.

- Task I: Site & Traffic Campus Analysis
- Task II: Police Department Expansion (areas 1A, 1B, and 1C on Attachment 1)
- Task III: Park & Recreation Expansion in existing basement (area 5B on Attachment 1)
- Task IV: Dental Office (area 5A on Attachment 1)
- Task V: Trade School Office & Dormitory (area 7 on Attachment 1)
- Task VI: HDCA K-12 Expansion (area 4 on Attachment 1)
- Task VII: HDCA Gymnasium & Ball Field Development (area 6 on Attachment 1)

Throughout the master planning process, our team will engage the HDCA's decision-making committee to build consensus around a shared vision for the site and its unique place in the community. The master plan findings, recommendations, and visioning drawings will be compiled into a "living document" that HDCA can use to guide its future campus development.

SCOPE OF SERVICES

Task I: Site & Traffic Campus Analysis

1. Facilitate a high-level site analysis study with the traffic consultant and civil engineer to meet the needs of proposed campus operations.

- Understand existing conditions regarding drainage, parking, pedestrian and vehicular paving, ADA access and routes, and site lighting
 - Review Prineville’s development code requirements (Land Use Code) and impact on campus.
 - Generate a report and conceptual site plan to cover the scope of recommended improvements to the campus.
2. SĀJ to create a working site plan base drawing for planning efforts.

Task II: Police Department Expansion

1. The design team will work with the stakeholder group (the Police Department and HDCA) to develop consensus around a campus solution for areas 1A, 1B, and 1C on Attachment 1.
2. SĀJ to create a working floor plan base drawings for planning efforts.
3. Conduct a code review for the intended change of use for areas 1A, 1B and 1C on Attachment 1.
 - Confirm adequate egress and life safety measures (Building Code (OSSC) and Oregon Fire Code (OFC))
 - Review required energy conservation measures (OEESC)
4. Perform a Facility Condition Assessment (FCA) for areas 1A, 1B, and 1C on Attachment 1.
 - Provide engineering review of facilities and existing drawings to ascertain repair costs and life-cycle assessments for building systems:
 - o Structural: foundations, superstructure, roofing
 - o Mechanical: HVAC distribution system, condition of HVAC equipment
 - o Electrical: fire alarm, electrical service capacity, distribution, lighting, and telecommunications
 - o Plumbing: size and capacity of service and waste lines, fire protection, rainwater drainage, and fixtures
 - o Architectural: interior construction, finishes, fixtures, and exterior enclosure
 - Team members to perform visual assessments of components and systems consistent with [ASTM E2018](#) standards.
 - Photograph existing conditions in a walk-through survey
 - Conduct interviews with maintenance staff, building management, and potential tenants as required.
 - Engineering reviewers to compile a list of existing equipment (type, make, model, service life, year installed, condition, approximate replacement cost, fuel type, capacity, and remaining useful life).
 - After the review is complete, identify work to be performed and categorize according to the following: deferred maintenance, routine maintenance, replacement, ADA improvement, or improved functionality.
 - Estimate the costs to determine a budget for (1) repair of existing systems and/or (2) the replacement of existing systems. Prioritize work into categories: *critical, moderate, minor, or replacement required*.
 - Deliverable: Generate a Facility Condition Assessment report organized according to a *Uniformat* outline of building elements. Each discrete building or portion thereof with separate tenants shall be analyzed individually.
5. Create a working “block plan” and provide programming recommendations for the tenant suite.
 - New spaces and programs of the correct size and arrangement.
 - Indicate “public” and “private” space, access points, egress, and barriers (needed separation of uses), circulation, and security measures

- Estimate the costs to determine a budget for tenant improvements based on the “block plan” and accompanying narrative.

Task III: Park & Recreation Expansion

1. The design team will work with the stakeholder group (Park & Recreation and HDCA) to develop a consensus around a campus solution for area 5B on Attachment 1.
2. The scope is similar to items 2-5 above.

Task IV: Dental Office

1. The design team will work with the stakeholder group (Dental tenant and HDCA) to develop a consensus around a campus solution for area 5A on Attachment 1.
2. The scope is similar to items 2-5 above.

Task V: Trade School Office & Dormitory

1. The design team will work with the stakeholder group (Tenant group and HDCA) to develop consensus around a campus solution for area 7 on Attachment 1.
2. The scope is similar to items 2-5 above. Civil engineering is included to cover site improvements around circulation and access.

Task VI: HDCA K-12 Expansion

1. The design team will work with HDCA to develop consensus around a campus solution for area 4 on Attachment 1.
2. The scope is similar to items 2-5 above.

Task VII: HDCA Gymnasium & Ball Field Development

1. The design team will work with the stakeholder group to develop a consensus around a campus solution for area 6 on Attachment 1.
2. The scope is similar to items 2-5 above. Civil engineering is included to cover site improvements around circulation, grading, and access.

Deliverables

Block plans, narratives, and project budgets shall be combined into an 8.5x11 or 11x17 PDF document for HDCA to reference.

Clarifications

The *Scope of Work* excludes:

- Responsibility for hazardous materials testing, asbestos testing, or abatement, though SAJ can coordinate with this consultant if hired by HDCA to complete testing or abatement.
- Design and engineering of improvements or repairs to structural systems, lighting, mechanical, electrical, plumbing, fire sprinkler, or fire alarm systems
- Architectural design, engineering, and documentation for discrete projects and building renovations included in any of the recommendations
- Appraisal services, geotechnical reporting/soil analysis, or site topographic surveying

Note: If these items are requested, Sāj Architecture can provide them as needed or recommend other service providers that can complete the scope.

COMPENSATION

The Architect will be compensated according to the fee schedule below. Sāj Architecture’s current hourly rates are attached for items indicated as hourly. Each task can be completed individually and in whatever order HDCA wants.

ARCHITECT’S SERVICES		
Fixed Fee Services		
Task I	Site & Traffic Campus Analysis	\$27,752
Task II	Police Department Expansion	\$24,008
	Facility Conditions Assessment	\$9,902
	Space Planning	\$14,106
Task III	Park & Rec Expansion	\$24,008
	Facility Conditions Assessment	\$9,902
	Space Planning	\$14,106
Task IV	Dental Office	\$24,008
	Facility Conditions Assessment	\$9,902
	Space Planning	\$14,106
Task V	Trade School & Dormitory	\$27,308
	Facility Conditions Assessment	\$13,202
	Space Planning	\$14,106
Task VI	HDCA K-12 Expansion	\$24,008
	Facility Conditions Assessment	\$9,902
	Space Planning	\$14,106
Task VII	HDCA Expansion & Ball Field Development	\$23,520
	Grand Total	\$174,612.00
Other Services (not included or assumed at this time)		
Additional Services	Billed hourly, as requested by the Client	See schedule
Detailed Traffic Study	Fixed fee, if requested by Client. See “Notes” below for scope of work.	\$16,170.00

Reimbursable Expenses
Reimbursable expenses are in addition to compensation for the Architect's Services and expenses incurred by the Architect directly related to the project (plotting, printing, travel, etc.).
Notes
Consultant proposals and fees are available upon request. Consultants are billed at direct cost plus a 10% service charge.
The traffic engineer will conduct additional background research to identify specific individual proposed campus land uses; provide a comprehensive evaluation of existing and proposed campus operations relating to transportation (student drop off, pick up, busing, off-site impacts, vehicular circulation, etc.); perform a transportation analysis; prepare a campus plan analysis; conduct data collection to meet City master plan approval requirements.
* A separate Agreement has been submitted to Crook County Parks and Recreation department for the review of the space the department wants to lease (area 5B in attachment). If authorized, the fee accrued under that agreement shall be deducted from the budgeted fee on this table.

“THE HUB” PROJECTED BUDGET

Hub Project 2025	Year 1 Budget	Hub Funding Request Year 1	Hub Funding Est. Match Year 1	Hub Project TOTAL Year 1
Year 1 2025 Request	SAJ Professional Services Buildings & Property Assessment* Hub Project Coordination Identified Hub Repairs (Childcare rooms, Code requirements)	\$115,707 \$77,280 \$40,000	\$1,000 \$58,240	
Year 1 2025 Match	Equipment & Supplies Volunteer Hours (2400 hrs x \$33.49 Fed volunteer rate) PPD North Parking Lot (\$6,000 per month)		\$35,035 \$80,375 \$72,000	
	TOTAL	\$232,987	\$246,650	\$479,637

*SAJ provided two quotes (1) Complete assessment for all buildings/property as a whole for lower cost (2) Complete in prioritized phases at a higher cost

*Tenants are ready to move in, but SAJ Professional Services is first necessary to assess buildings and property for required building codes and occupy permits

Hub Project 2026-3033	Years 2-9 Projected Budget After SAJ Assessment	Hub Funding Request Year 2-9	Hub Funding Est. Match Year 2-9	Hub Project TOTAL 2-9
Year 2 2026	Hub Project Coordination CCP&R Basement (13,074 sqft x \$.80 x 12 mos) + triple net PPD Training Room development Repairs, Maintenance, Minor Remodeling (identified by SAJ) Additional Community Partners Occupy Permits	\$ \$ \$	\$ \$	
Year 3-5 2027-2029	Hub Project Coordination CCP&R projected to sustain itself with CCPRD program revenue PPD Training Room Construction & Remodeling Additional Community Partners Occupy Permits	\$ \$ \$	\$ \$	
Year 6-9 2030-2033	Hub Project Coordination Construction & Remodeling Additional Community Partners Occupy Permits	\$ \$ \$	\$ \$	
	TOTAL	\$TBD	\$TBD	\$TBD

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 21 2015

HIGH DESERT CHRISTIAN ACADEMY INC
839 SOUTH MAIN ST
PRINEVILLE, OR 97754

Employer Identification Number:
47-4507460
DLN:
17053215335005
Contact Person:
NANCY L HEAGNEY ID# 31306
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
July 31
Public Charity Status:
170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 7, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

MEMORANDUM

To: Crook County Board of Commissioners

From: Will Van Vactor, County Manager

Date: March 19, 2025

Subject: Elected Officials Compensation Committee Members

The Elected Officials Compensation Committee met on March 6, 2025, and March 13, 2025, to review and consider a recommendation to the Board of Commissioners regarding appointment of a third committee member with a term set to expire on 12/31/2027.

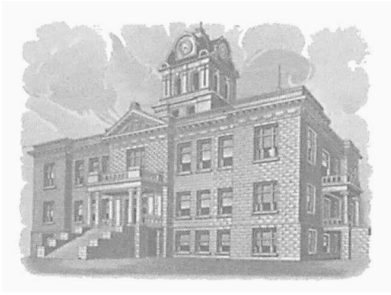
After hearing public comments on March 13, 2025, the committee reviewed and considered the two applications to fill the third position of the Elected Officials Compensation Committee. The committee recommended Blaine Noland for appointment to the Elected Officials Compensation Committee. A copy of the minutes from the March 13, 2025 meeting are attached as Exhibit A.

Board options:

1. Appoint Blaine Noland as recommended by the Elected Official Compensation Committee.
2. Consider the other applicant and/or reopen recruitment for the position.
3. Restructure the Elected Officials Compensation Committee to be comprised of the citizen members of the Budget Committee.

For reference, the Elected Officials Compensation Committee is statutorily required pursuant to ORS 204.112. A copy of the statute is attached as Exhibit A.

Of note, option #3 above is a change I plan to recommend for next fiscal year. Doing so would improve efficiency, ensure broad knowledge of the county budget by the committee members, and ensure knowledge of elected official responsibility regarding their specific department operations and budget.



Crook County Compensation Committee

Address: 300 NE 3rd Street, Prineville, Oregon 97754

Phone: (541) 416-3802

CROOK COUNTY COMPENSATION COMMITTEE MEETING MINUTES OF MARCH 13, 2025

BE IT REMEMEBERED that the Crook County Compensation Committee convened on March 13, 2025, at 4:04 p.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754. The Committee met to approve minutes, interview applicants, and deliberate on making a recommendation to the Board of Commissioners regarding appointment of third member.

Board Members Present: Ronda Sneva and William “Bill” Anderson

Absentees: None

Others Present in Person or Via Zoom: County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Finance Director Christina Haron; HR Director Meghan Mckee; County Clerk Cheryl Seely; Monty Kurtz; Prineville Review-Justin Alderman; Blaine Nolan; Amy; Elsie Ray; Gail Staniford; Don Vogel; Wendy Woodly; Nicole Ontko; and Harrison Moore.

Public Comment:

Don Vogel- Would like to address a couple of issues. I feel like I represent most citizens of Crook County and recommend Blaine Nolan. The citizens of Crook County spoke up during the election and most recently on the planning commission applicants. Blain Nolan is the best candidate and nothing personal but that’s best for Crook County. We need to maintain customs and culture here. This person needs to be selected on their merit and qualifications.

Gail Staniford- Second what Don said

Nicole Ontko- Second what Don said

Committee Members reviewed the minutes of the March 6, 2025, Meeting

MOTION to approve minutes as presented. Motion seconded by Anderson. No discussion. Committee Member Ronda Sneva votes Aye and Committee Member Bill Anderson votes Aye. Motion carried 2-0.

Bill Anderson went over the process of interviewing each applicant for the vacancy on the committee and asked while one is being interviewed if the other would please step outside. Will Van Vactor stated that it a public meeting and they aren’t required to step out but if they want they can. The committee decided to conduct the interviews in alphabetical order. Monty Kurtz interviewed first.

Monty Kurtz answered the interview questions that were prepared by HR Director Meghan Mckee. The interview was completed and Bill Anderson states that in terms of keeping this process fair we will ask the same exact questions to the other applicant.

Monty Kurtz responded to the interview questions prepared by HR Director Meghan McKee. After completing the interview, Bill Anderson emphasized the importance of fairness by stating that the same questions would be posed to the subsequent candidate. Blaine Nolan, who apologized for his illness, was interviewed next. Ronda acknowledged the thoroughness of Blaine's resume and cover letter, suggesting they could conclude the interview unless he wished to continue. Bill reviewed the questions and noted that most information was already covered in Blaine's application materials. The committee did pose one final question regarding fairness, to which Blaine provided an answer. Ronda concluded that they had gathered sufficient information from the interview.

The committee engaged in discussions to formulate a recommendation for the Board of Commissioners concerning the appointment of a third member. Ronda noted that the cover letter and resume provided comprehensive information about both Monty and Blaine. Bill expressed that he does not find any significant differences between the two candidates, except for public opinion. Ronda emphasized the importance of public perception in her assessment, while Bill reiterated from the previous meeting that Monty's involvement, attendance at meetings, and budget management offer him a deeper understanding of the situation.

Ronda expressed her gratitude to the public for voicing their opinions, as she values the input of the County's residents and appreciates their presence at the meeting today.

MOTION to recommend to the board of commissioners the appointment of Blaine Nolan to the elected officials compensation committee. Motion seconded by Anderson. No discussion. Committee Member Ronda Sneva votes Aye and Committee Member Bill Anderson votes Aye. Motion carried 2-0.

It was discussed that the recommendation will be added to the March 19th Board of Commissioners agenda and the next steps for the committee.

There being no further business, the Committee adjourned the meeting at 4:26pm.

Respectfully submitted,

Breyanna Cupp

ORS 204.112

County compensation board

- members
 - compensation review and recommendations
-

- (1) Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management. *Ⓢ*
- (2) The county compensation board shall annually recommend a compensation schedule for the county elective officers mentioned in ORS 204.005 (Election or appointment of county officers).
- (3) The county compensation board shall annually review the compensation paid to persons comparably employed by the State of Oregon, local public bodies and private businesses within a labor market deemed appropriate by the board for each elective officer. The county compensation board shall take into account such factors as the number of employees supervised and the size of the budget administered by each elective officer, the duties and responsibilities of each elective officer, and the compensation paid to subordinates and other appointed employees who serve in positions of comparable management responsibility. The county compensation board shall prepare and approve by majority vote a recommended compensation schedule for the elective officers and shall submit the recommended compensation schedule to the county governing body.
- (4) Notwithstanding subsections (1) to (3) of this section, the sheriff's salary shall be fixed in an amount which is not less than that for any member of the sheriff's department. [1989 c.941 §1]

Location:

https://oregon.public.law/statutes/ors_204.112

Original Source: Section 204.112 — County compensation board; members; compensation review and recommendations, <https://www.->

oregonlegislature.gov/bills_laws/ors/ors204.html
(last accessed Aug. 25, 2023).



Crook County

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

March 19, 2025

Dear Congressman Bentz, Senator Wyden, and Senator Merkley,

As representatives of Crook County, a rural county in Oregon, we are writing to express our deep concern regarding the expiration of the Secure Rural Schools (SRS) program and to urge your support for its immediate reauthorization. The SRS program has been a vital source of funding for counties like ours, enabling Crook County to provide essential services and maintain infrastructure despite the decline in timber harvest revenues from federal lands.

Historically, our community has relied on a share of receipts from timber harvests to supplement local funding for education, road maintenance, and public safety services. However, national policies implemented in the 1980s significantly reduced revenue-generating activities in national forests, leading to a steep decline in timber sales and, consequently, in the revenues that rural counties and school districts receive from forest management activities. In response, the SRS program was enacted in 2000 to stabilize payments to counties and compensate for these lost revenues.

The expiration of the SRS program has placed our county in a precarious financial position. Without this critical funding, we face dramatic budgetary shortfalls that threaten our ability to provide numerous essential services, including infrastructure maintenance, conservation projects, search and rescue operations, and fire prevention programs. The last time authorization for SRS lapsed, in Fiscal Year 2016, federal forest payments to Crook County decreased by approximately 95 percent, underscoring the severity of the situation.

We respectfully request your support in enacting a long-term legislative solution for continued revenue-sharing payments to forest counties through the U.S. Forest Service's SRS program. Additionally, we encourage Congress to reform forest management practices to improve forest health, increase production, and ensure robust revenue sharing to all forest counties. These measures are essential to uphold the federal government's obligation to support forest counties and the lands it manages, thereby ensuring the sustainability and prosperity of rural communities like ours.

Your leadership on this issue is crucial to the well-being of our county and others similarly affected. We appreciate your attention to this matter and stand ready to

assist in any way to secure the necessary support for the reauthorization and enhancement of the SRS program.

Sincerely,

X

Susan Hermreck
County Commissioner

X

Brian Barney
County Commissioner

X

Seth Crawford
County Commissioner