



# CROOK COUNTY COURT AGENDA

Wednesday, February 21, 2024 at 9:00 am

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

## PUBLIC COMMENT

## CONSENT AGENDA

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

- 1. Application for Teen Internship grant through State Library of Oregon**
- 2. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-6**
- 3. Annual Cohesity Support Renewal**
- 4. FAA Response Letter**
- 5. Oregon – Idaho Advisory Question SEL 801**
- 6. Vehicle Purchase Order – Approval to Sign**

## DISCUSSION

- 7. Request for tipping fees at the County Landfill**

Requester: Carol Benkosky

Rotary Club of Crook County

- 8. Signatures for final plat**

Requester: Angela Rogers

Rogers Enterprises, LLC

- 9. Signatures for final plat**

Steve Hannas

Civil Engineer

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

Requester: Laura Handy

Heart of Oregon Corps Executive Director

**11. Order regarding an update to the County's drug-free workplace policy.**

Requester: Eric Blaine

County Counsel

**12. Order 2024-12, making certain findings regarding County and Oregon ethics rules as part of the due diligence for the furtherance of the HRIS implementation project**

Requester: Eric Blaine

County Counsel

**13. Consider contract for HRIS Project Management Consultant**

Requester: Andy Parks

Contract County Administrator

**14. IGA with North Central Public Health District (Wasco and Sherman County)**

Requester: Will VanVactor

Community Development Director

## **ADMINISTRATOR REPORT**

## **COURT MEMBER UPDATES**

## **EXECUTIVE SESSION**

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

## **NOTICE AND DISCLAIMER**

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

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

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.

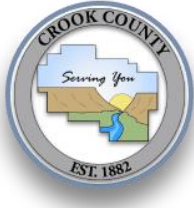
If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

Additional items 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.

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 02/16/2024 at 4:21 PM

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

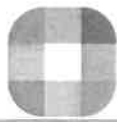
**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/



# State Library of Oregon

## Library Support and Development Services

State Library of Oregon / InfoGuides / Library Support and Development / LSTA Grants / Teen Internship Grant

## LSTA Grants

Search this Guide

Go

**Welcome**

**Grant Programs**

**Apply for a Grant**

**Competitive Grant**

**Teen Internship Grant**

**Allowable Costs**

**Applicant Resources**

**CIPA**

**Compliance**

**Exemplary**

**Applications**

**Manage Your Award**

**Past Opportunities**



### Youth Services Consultant



**Greta Bergquist**

**Email Me**

**Contact:**

250 Winter Street NE

Salem, OR 97301

971-375-3549

**Teen Internship Grants**

# Teen Internship Grant

## 2024

The State Library is offering small grants to libraries in Oregon to fund library internships for local high school juniors or seniors (approximately 16–19 years old), to be completed in the summer months. This project was inspired by PLA's Inclusive Internship Initiative and has been adapted for Oregon library needs.

This grant project has multiple goals:

- Teen interns will increase skills working on a connected learning project. They will also more fully understand the scope of library work and be able to identify how their interests and skills match that work.
- Library mentors will develop leadership, communication, and coaching skills.
- Participating libraries will better understand how to engage and support students while also creating career and programmatic pathways to increase diversity in the field.

The application period will open on February 15, 2024, and close March 1, 2024. Grants will be awarded by March 15, 2024. Funds will be distributed in advance and recipients will be expected to commit to spending the entire grant amount. All funds must be expended by August 31, 2024.

## Eligibility & Requirements

### Who may apply

- Officially recognized public libraries and public library systems
- Academic libraries at public and private (nonprofit only) colleges and universities in Oregon
- Federally recognized tribes in the state of Oregon
- Special libraries in Oregon (governments or nonprofits only), including county law libraries
- Oregon public schools, non-profit private schools and public charter schools that have a library facility and some level of FTE of paid library staff at each participating library.

Libraries who were previously awarded a Teen Internship grant but did not fulfill requirements are not eligible.

### How much you may apply for and for what

Each entity may request up to \$5,000 to hire a paid intern. Recruitment, hiring, and management must be done in compliance with applicable nondiscrimination laws and minor workers laws, and in collaboration with the library's human resources and finance staff.

Libraries should recruit interns who reasonably reflect the diversity of the community being served. We encourage you to think broadly about diversity and inclusivity. In addition to race or ethnicity, consider gender and gender identity, physical ability, teens currently not in school and/or those experiencing housing insecurity. There may be additional populations in your community from which to recruit an intern.

### Evaluation

Applications will be evaluated by State Library staff, who will be looking to see that the application demonstrates a solid understanding of grant goals. Priority will be given to libraries that have not previously received a Teen Internship grant from the State Library.



## If awarded a grant...

Participating libraries will:

- Assign a staff person to serve as a lead mentor.
- Recruit and hire an intern, in compliance with applicable nondiscrimination laws and minor workers laws, and in collaboration with your library's human resources and finance staff.
- Assign a grants manager to attend 2 required virtual meetings with State Library staff: *Kickoff* and *Midway Check-In*. (See timeline for dates and times.)
- Acknowledge the funding source in any publicity about the project or on resources created with these grant funds.
- Submit a midway report by July 1, 2024.
- **Expend ALL funds received** by August 31, 2024.
- Submit a final report with all time sheets and documentation related to grant purchases by September 30, 2024.

Participating mentors will:

- With the intern, develop a connected learning project. [See what grantees did last year: slides | recording]
- Offer at least 3 hours a week of one-on-one mentoring and coaching.
- Attend at least the 4 required virtual meetings with State Library staff: *Kickoff*, *Mentoring 101*, *Midway Check-In*, and *Celebrate & Report Out*. (See timeline for dates and times.)
- Be comfortable sharing successes, challenges, and opportunities within the library, to community stakeholders, and with other libraries receiving this grant.

Under the guidance of library mentors, interns will:

- Contribute to the design and delivery of a connected learning project.
- Work at least 100 hours total, up to 300 hours maximum.
- Spend time writing about and reflecting on their experience.
- Complete two short surveys about their experience.

To support these activities, the State Library will:

- Provide materials to guide successful mentor-intern relationships.
- Offer one-on-one technical assistance to all grant recipients.

## Timeline & Application Process

### Key Dates

|                       |  |
|-----------------------|--|
| February 6 or 9, 2024 | Information Sessions - A chance for you to ask questions! (We'll be presenting the same info at both sessions.) <ul style="list-style-type: none"> <li>• February 6th at 9am</li> <li>• February 9th at 1pm</li> </ul> |
| February 15, 2024     | Applications open  |
| <b>March 1, 2024</b>  | <b>Applications due</b>  |
| March 15, 2024        | Applicants notified of award status  |
| March 26, 2024        | Meeting: <i>Kickoff</i> , 9-11am<br>- REQUIRED for grant managers and mentors -  |



|                     |   |
|---------------------|---|
| April 30, 2024      | Meeting: <i>Mentoring 101</i> , 9-11am<br>- REQUIRED for mentors -  |
| May - August, 2024  | Internships run   |
| May 14, 2024        | Meeting: <i>Setting It All Up</i> , 9-11am<br>- For mentors (optional) -                                  |
| July 1, 2024        | Deadline for grantees to submit midway report   |
| July 9, 2024        | Meeting: <i>Midway Check-In</i> , 9-11am<br>- REQUIRED for grant managers and mentors -                   |
| July 24 or 25, 2024 | Meeting: <i>Teen Intern Meeting</i> , July 24 10-11am or July 25 3-4pm<br>- For teen interns (optional) - |
| August 6, 2024      | Meeting: <i>Ending Well</i> , 9-11am<br>- For mentors (optional) -  |
| August 31, 2024     | Deadline for grantees to spend funds  |
| September 30, 2024  | Deadline for grantees to submit final report, including receipts and PowerPoint slides                    |
| October 8, 2024     | Meeting: <i>Celebrate and Report Out</i> , 9-11am<br>- REQUIRED for mentors -                             |

## How to Apply

You may preview the application before applying.

To start your application:

- Log in to our online grants portal
  - If you are new to the system, you will need to create an account. You may want to first check if someone else from your organization has created an account for this site. If so, please email [lsta.grants@slo.oregon.gov](mailto:lsta.grants@slo.oregon.gov). We can create an account for you that will be connected to your organization in the site.
- Once logged in, select **Apply** in the top menu.
- Locate the Teen Internship Grant box, and select the blue **Apply button** on that box.
- You may save your work, log out, and come back to your application at any time before submitting.

Final applications must be submitted by the deadline listed in the timeline above. Applications that are left incomplete in the system or not submitted by the deadline will be considered abandoned requests and will not be considered for funding.

### Apply

## FAQS

### What are some examples of connected learning projects?

For project inspiration, here are some examples from PLA's Inclusive Internship Initiative and other libraries that may be helpful:

- Intergenerational LGBTQ+ community roundtable
- Outreach to teens held in a local temporary detention center
- Audio engineering and videography workshops to create a music video





- Library resource booklet for at-risk youth: how to get your GED, clear criminal records, look for jobs, etc.
- Local history digitization project
- Translation of library policy and rules documents
- Naturalization Study Group for community members with transitional immigration statuses
- Digital literacy training for Chinese speaking senior citizens
- Create and implement a Latinx teen book club
- Body Image Bootcamp, a virtual program for tweens and teens with body positive speakers
- Presentation on library resources at community college registration events
- STEM programming for elementary aged summer reading participants

You can also see what participants did last year: [slides](#) | [recording](#).

## Who should be a mentor?

Mentors can be any staff responsible for developing and implementing public-facing programs or services. We encourage you to look beyond teen services staff when considering mentors. Check to make sure mentoring will not require a job description change or violate union rules.

## Can the library have a mentoring team?

Yes, having a mentoring team is a great way to expand an intern's experience and while being sensitive to staff time and responsibilities. We ask that one mentor be identified as the intern manager.

## What does the State Library expect of mentors?

Mentors are expected to participate in all virtual grant project meetings, as well as the final wrap-up event. They will work with their intern to develop a connected learning project based on the intern's interests and library goals. Mentors should expect to spend at least 3 hours a week on direct intern support.

## Who should be an intern?

We suggest students who are between entering their junior year of high school but have not yet started college (approximately 16–19 years old). Participating libraries will be responsible for identifying and hiring their intern.

## How are interns hired?

It is the responsibility of the library to recruit and hire an intern, in consultation with the library's human resource staff.

## How many interns can I have?

This grant will support one (1) intern per library.

## Do interns get paid?

Yes, grant funds are used to pay interns. The library is responsible for establishing the intern's hourly wage and determining how the funds will be administered to the intern. These funds must be used for direct intern support, which includes payroll taxes such as FICA, Medicare, and unemployment. They cannot be used for overhead or related costs. Please check with your HR department regarding local laws and policies for tax and benefits withholding.

## How many hours a week should interns work?

We want to ensure libraries with varying staffing levels can access this opportunity, so we have some flexibility with the total time this project takes. To have adequate time to develop their community-based



project, interns should commit to this internship being a primary summer responsibility.

With that said, there is no minimum weekly work requirement. Libraries should determine how many hours they can support an intern over the summer and make a decision from there about how many hours of an internship to offer when hiring, with a minimum of 100 hours total and a maximum of 300 hours total. It is up to the mentor and intern to determine the intern's schedule. A 100 hour internship would work out to approximately 10 hours a week over a 10 week summer period. A 200 hour internship would work out to approximately 20 hours a week over a 10 week summer period. A 300 hour internship would work out to approximately 30 hours a week over 10 weeks.

Please note interns may only spend 25% of their time on administrative tasks like copying, filing, etc.

Last Updated: Feb 6, 2024 9:47 AM | URL: <https://libguides.osl.state.or.us/lstagrants> | [Print Page](#)

Subjects: **Library & Information Studies** Tags: **grants, LSTA**

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## AGENDA ITEM REQUEST



**Date:**

2/6/2024

**Meeting date desired:**

2/14 &/or 2/21

**Subject:**

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-6

**Background and policy implications:**

One of many periodic contract amendments updating program-level funding. This specific amendment makes changes to PE12-01 and PE40-01.

**Budget/fiscal impacts:**

Adds \$5,304 to the Public Health Emergency Preparedness & Response budget and pulls back \$12,838 in unspent WIC funds due to staffing changes.

**Requested by:**

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

**Presenters:**

Katie Plumb, Health & Human Services Director

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

/

Agreement #180007



**SIXTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Sixth Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. This Amendment is effective on **December 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. **Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_  
Name: /for/ Nadia A. Davidson  
Title: Director of Finance  
Date: \_\_\_\_\_

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
Name: Rolonda Widenmeyer (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**Attachment A  
Financial Assistance Award (FY24)**

|  |   |                                 |
|--|---|---------------------------------|
| <b>State of Oregon<br/>Oregon Health Authority<br/>Public Health Division</b>  |   |                                 |
| <b>1) Grantee</b><br>Name: Crook County<br><br>Street: 375 NE Beaver St., Suite 100<br>City: Prineville<br>State: OR Zip: 97754-1802 | <b>2) Issue Date</b><br>Friday, December 1, 2023                  | <b>This Action</b><br>Amendment |
|  | <b>3) Award Period</b><br>From July 1, 2023 through June 30, 2024 |                                 |

| <b>4) OHA Public Health Funds Approved</b> |  |                               |                            |                              |
|--|--|-------------------------------|----------------------------|------------------------------|
| <b>Number</b>                              | <b>Program</b>   | <b>Previous Award Balance</b> | <b>Increase / Decrease</b> | <b>Current Award Balance</b> |
| PE01-01                                    | State Support for Public Health                          | \$32,258.00                   | \$0.00                     | \$32,258.00                  |
| PE01-08                                    | COVID Wrap Direct Client Services                        | \$11,718.76                   | \$0.00                     | \$11,718.76                  |
| PE01-09                                    | COVID-19 Active Monitoring - ELC                         | \$287,896.15                  | \$0.00                     | \$287,896.15                 |
| PE01-10                                    | OIP - CARES  | \$97,582.72                   | \$0.00                     | \$97,582.72                  |
| PE01-12                                    | ACDP Infection Prevention Training                       | \$1,517.82                    | \$0.00                     | \$1,517.82                   |
| PE10-02                                    | Sexually Transmitted Disease (STD)                       | \$52,904.00                   | \$0.00                     | \$52,904.00                  |
| PE12-01                                    | Public Health Emergency Preparedness and Response (PHEP) | \$70,381.00                   | \$5,804.16                 | \$76,185.16                  |
| PE13                                       | Tobacco Prevention and Education Program (TPEP)          | \$325,797.86                  | \$0.00                     | \$325,797.86                 |
| PE36                                       | Alcohol & Drug Prevention Education Program (ADPEP)      | \$112,660.00                  | \$0.00                     | \$112,660.00                 |
| PE40-01                                    | WIC NSA: July - September                                | \$52,815.00                   | (\$12,838.00)              | \$39,977.00                  |
| PE40-02                                    | WIC NSA: October - June                                  | \$158,450.00                  | \$0.00                     | \$158,450.00                 |
| PE40-05                                    | Farmer's Market  | \$2,378.00                    | \$0.00                     | \$2,378.00                   |
| PE42-03                                    | MCAH Perinatal General Funds & Title XIX                 | \$2,187.00                    | \$0.00                     | \$2,187.00                   |
| PE42-04                                    | MCAH Babies First! General Funds                         | \$6,989.00                    | \$0.00                     | \$6,989.00                   |

| <b>4) OHA Public Health Funds Approved</b> |  |                               |                            |                              |
|--|--|-------------------------------|----------------------------|------------------------------|
| <b>Number</b>                              | <b>Program</b>   | <b>Previous Award Balance</b> | <b>Increase / Decrease</b> | <b>Current Award Balance</b> |
| PE42-06                                    | MCAH General Funds & Title XIX                         | \$4,101.00                    | \$0.00                     | \$4,101.00                   |
| PE42-11                                    | MCAH Title V   | \$21,633.00                   | \$0.00                     | \$21,633.00                  |
| PE42-12                                    | MCAH Oregon Mothers Care Title V                       | \$11,412.00                   | \$0.00                     | \$11,412.00                  |
| PE42-13                                    | Family Connects Oregon                                 | \$65,501.00                   | \$0.00                     | \$65,501.00                  |
| PE43-01                                    | Public Health Practice (PHP) - Immunization Services   | \$10,792.00                   | \$0.00                     | \$10,792.00                  |
| PE43-05                                    | OIP Bridge COVID                                       | \$10,163.00                   | \$0.00                     | \$10,163.00                  |
| PE44-01                                    | SBHC Base  | \$60,000.00                   | \$0.00                     | \$60,000.00                  |
| PE44-02                                    | SBHC - Mental Health Expansion                         | \$113,236.00                  | \$0.00                     | \$113,236.00                 |
| PE46-05                                    | RH Community Participation & Assurance of Access       | \$17,113.68                   | \$0.00                     | \$17,113.68                  |
| PE50                                       | Safe Drinking Water (SDW) Program (Vendors)            | \$38,728.00                   | \$0.00                     | \$38,728.00                  |
| PE51-01                                    | LPHA Leadership, Governance and Program Implementation | \$305,640.00                  | \$0.00                     | \$305,640.00                 |
| PE51-03                                    | ARPA WF Funding  | \$49,527.19                   | \$0.00                     | \$49,527.19                  |
| PE51-05                                    | CDC PH Infrastructure Funding                          | \$155,440.41                  | \$0.00                     | \$155,440.41                 |
| PE62                                       | Overdose Prevention-Counties                           | \$130,756.00                  | \$0.00                     | \$130,756.00                 |
| PE62-02                                    | Fentanyl Campaign Funds                                | \$10,000.00                   | \$0.00                     | \$10,000.00                  |
|  |  | \$2,219,578.59                | (\$7,033.84)               | \$2,212,544.75               |

*Footnotes and Comments on following pages.*

| <b>5) Foot Notes:</b> |  |
|-----------------------|--|
| PE10-02               | 7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.                |
| PE10-02               | 8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC. |
| PE40-01               | 7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.  |
| PE40-02               | 7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024  |
| PE42-11               | 7/2023: Indirect charges cap at 10%.   |
| PE42-12               | 7/2023: Indirect Charges cap at 10%.   |
| PE43-01               | 7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.  |
| PE43-01               | 9/2023: Prior Footnote dated 7/2023 Null and Void.   |
| PE51-01               | 7/2023: Bridge funding for 7/1/23-9/30/23.   |
| PE51-01               | 8/2023: Prior Footnote dated 7/2023 Null and Void  |
| PE51-03               | 9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.  |

*Comments on following page.*



| <b>6) Comments:</b> |   |
|---------------------|---|
| PE01-01             | 8/2023: Prior Comment dated 7/2023 Null and Void<br>7/2023: SFY24 funding available 7/1/23-9/30/23 only.  |
| PE01-08             | 10/2023: rollover unspent SFY23 funds of \$11,718.76  |
| PE01-09             | 10/2023: rollover unspent SFY23 funds of \$287,896.15   |
| PE01-10             | 10/2023: rollover unspent SFY23 funds of \$97,582.72  |
| PE12-01             | 8/2023: Prior Comment dated 7/2023 Null and Void<br>7/2023: SFY24 Award funding for first 3 months only   |
| PE13                | 10/2023: rollover unspent SFY23 funds of \$103,358<br>9/2023: All Prior Comments Null and Void<br>7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24<br>7/2023: SFY24 Bridge Funding 7/1/23-9/30/23                                |
| PE40-01             | 12/2023: De-obligating unspent funds of \$12,838<br>7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.                    |
| PE40-02             | 7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.  |
| PE40-05             | 10/2023: Prior Comment dated 7/2023 Null and Void.<br>7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024 |
| PE42-13             | 11/2023: SFY24 Nurse workforce development funds of \$10,000 and HDHP funds of \$5,501  |
| PE51-03             | 10/2023: rollover unspent SFY23 funds of \$38,871.19  |
| PE51-05             | 7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.   |
| PE62                | 10/2023: Additional funds of \$112,076 available 9/1/23-6/30/24.<br>7/2023: FY24 funds available 7/1/23-9/29/23 only.   |
| PE62-02             | 7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. Funds available 7/1/23-8/31/23 only.  |

| <b>7) Capital outlay Requested in this action:</b>   |                  |      |             |  |
|--|------------------|------|-------------|--|
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. |                  |      |             |  |
| Program  | Item Description | Cost | PROG APPROV |  |
|  |                  |      |             |  |
|  |                  |      |             |  |

**Attachment B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

|                                      |   |   |
|--------------------------------------|---|---|
| Federal Award Identification Number: | NU90TP922036                                | NU90TP922036                                |
| Federal Award Date:                  | 06/07/23                                    | 06/07/23                                    |
| Budget Performance Period:           | 07/01/2023-06/30/2024                       | 07/01/2023-06/30/2024                       |
| Awarding Agency:                     | CDC   | CDC   |
| CFDA Number:                         | 93.069                                      | 93.069                                      |
| CFDA Name:                           | Public Health Emergency Preparedness (PHEP) | Public Health Emergency Preparedness (PHEP) |
| Total Federal Award:                 | 8,466,536.00                                | 8,466,536.00                                |
| Project Description:                 | Public Health Emergency Preparedness (PHEP) | Public Health Emergency Preparedness (PHEP) |
| Awarding Official:                   | Ms. Sylvia Reeves                           | Ms. Sylvia Reeves                           |
| Indirect Cost Rate:                  | 18.06                                       | 18.06                                       |
| Research and Development (T/F):      | FALSE                                       | FALSE                                       |
| HIPPA                                | No  | No  |
| PCA:                                 | 53628                                       | 53517                                       |
| Index:                               | 50407                                       | 50407                                       |

| Agency | UEI          | Amount      | Amount     | Grand Total: |
|--------|--------------|-------------|------------|--------------|
| Crook  | W2NEWLAM2YM6 | \$70,381.00 | \$5,804.16 | \$76,185.16  |

**PE40-01 WIC NSA: July - September**

|                                 |                       |                         |                             |
|---------------------------------|-----------------------|-------------------------|-----------------------------|
| Federal Award Identification    | 217OROR7W1003         | 217OROR7W1003           | 217OROR7W1003               |
| Federal Award Date:             | 04/06/23              | 04/06/23                | 04/06/23                    |
| Budget Performance Period:      | 10/01/2021-09/30/2022 | 10/01/2021-09/30/2022   | 10/01/2021-09/30/2022       |
| Awarding Agency:                | FNS USDA              | FNS USDA                | FNS USDA                    |
| CFDA Number:                    | 10.557                | 10.557                  | 10.557                      |
| CFDA Name:                      | WIC NSA Grant         | WIC NSA Grant           | WIC NSA Grant               |
| Total Federal Award:            | \$26,840,681          | \$26,840,681            | \$26,840,681                |
| Project Description:            | WIC Admin             | WIC Nutrition Education | WIC Breastfeeding Promotion |
| Awarding Official:              | USDA Western Region   | USDA Western Region     | USDA Western Region         |
| Indirect Cost Rate:             | 17.64%                | 17.64%                  | 17.64%                      |
| Research and Development (T/F): | FALSE                 | FALSE                   | FALSE                       |
| HIPPA                           | No                    | No                      | No                          |
| PCA:                            | 52223                 | 52225                   | 52224                       |
| Index:                          | 50331                 | 50331                   | 50331                       |

| Agency | UEI          | Amount      | Amount     | Amount     | Grand Total: |
|--------|--------------|-------------|------------|------------|--------------|
| Crook  | W2NEWLAM2YM6 | \$30,407.00 | \$7,995.00 | \$1,575.00 | \$39,977.00  |

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:**  , hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

by email.

**Contractor's name**

On \_\_\_\_\_ ,  
Date

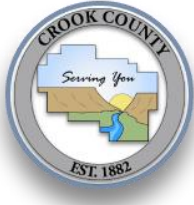
I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

## 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):**



Pricing Proposal  
 Quotation #: 24445525  
 Created On: 2/1/2024  
 Valid Until: 2/29/2024

## OR-County of Crook

## Inside Account Executive

### Chelsea Watson

422 NW Beaver Street  
 Prineville, OR 97754  
 United States  
 Phone: 541-903-7210  
 Fax:  
 Email: chelsea.watson@crookcountyor.gov

### Greg Spoleti

290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 732-652-3083  
 Fax: 732-564-8224  
 Email: Greg\_Spoleti@shi.com

All Prices are in US Dollar (USD)

| Product   | Qty | Your Price | Total      |
|---|-----|------------|------------|
| 1 PREMIUM (24X7) SUPPORT FOR C4300-SFP-3-INFO; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.<br>Cohesity - Part#: CS-P-C4300-SFP-3<br>Contract Name: Open Market<br>Contract #: Open Market<br>Serial #: BAA1021CTY001<br>Coverage Term: 3/22/2024 – 3/21/2025  | 1   | \$1,600.05 | \$1,600.05 |
| 2 PREMIUM (24X7) SUPPORT FOR C4300-SFP-3-INFO; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.<br>Cohesity - Part#: SUB-DATAPLAT-STD-1YR<br>Contract Name: Open Market<br>Contract #: Open Market<br>Serial #: SW1616528110922<br>Coverage Term: 3/22/2024 – 3/21/2025  | 24  | \$213.56   | \$5,125.44 |
| 3 PREMIUM (24X7) SUPPORT FOR C4300-SFP-3-INFO; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.<br>Cohesity - Part#: CS-P-C4300-SFP-3<br>Contract Name: Open Market<br>Contract #: Open Market<br>Serial #: BAA0921CTY028<br>Coverage Term: 3/22/2024 – 3/21/2025  | 1   | \$1,600.05 | \$1,600.05 |
| 4 COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION (1TB). INTELLIGENT WEB-SCALE SOFTWARE FOR CONSOLIDATING SECONDARY DATA WITH MULTI-PROTOCOL ACCESS (NFS, S3 & SMB), REPLICATION, ACCESS MANAGEMENT, MONITORING, REST API, ENCRYP..<br>Cohesity - Part#: SUB-DATAPLAT-STD-1YR<br>Contract Name: Open Market<br>Contract #: Open Market<br>Serial #: SW1616528110962<br>Coverage Term: 3/22/2024 – 3/21/2025 | 24  | \$213.56   | \$5,125.44 |
| 5 COHESITY DATAPROTECT ADD-ON SUBSCRIPTION (1 TB). BACKUP SOFTWARE FOR VIRTUAL AND PHYSICAL ENVIRONMENTS. SUBSCRIPTION PER TB OF BACKEND STORAGE USED FOR BACKUP..  | 24  | \$284.70   | \$6,832.80 |

Cohesity - Part#: SUB-DATAPROTECT-1YR  
Contract Name: Open Market  
Contract #: Open Market  
Serial #: SW1616528110875  
Coverage Term: 3/22/2024 – 3/21/2025

---

|   |   |    |          |             |
|---|---|----|----------|-------------|
| 6 | COHESITY DATAPROTECT SITECONTINUITY ADD-ON SUBSCRIPTION (1 TB).<br>DISASTER RECOVERY ORCHESTRATION SOFTWARE. SUBSCRIPTION PER TB OF<br>BACKEND STORAGE.<br>Cohesity - Part#: SUB-SITECONTINUITY-1YR<br>Contract Name: Open Market<br>Contract #: Open Market<br>Serial #: SW1616528110892<br>Coverage Term: 3/22/2024 – 3/21/2025 | 20 | \$261.36 | \$5,227.20  |
|   |   |    | Total    | \$25,510.98 |

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**Additional Comments**

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Please Note: Cohesity has a zero returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

---

*The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).*

## AGENDA ITEM REQUEST



**Date:**

*February 13, 2024*

**Meeting date desired:**

*February 21, 2024*

**Subject:**

*FAA Response Letter*

**Background and policy implications:**

*The FAA has received a complaint regarding discriminatory economic treatment. This response letter addresses the allegations in the complaint.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*John Eisler; Asst. County Counsel  
John.Eisler@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*N/A – Consent Agenda*

**Legal review (only if requested):**

*Legal drafted*

**Elected official sponsor (if applicable):**

*N/A*



# Crook County

Mailing: 300 NE 3<sup>rd</sup> Street • Prineville, Oregon 97754  
Physical: 203 NE Court Street • Prineville, Oregon 97754  
Phone (541) 416-6555

February 21, 2024  
Via USPS and email [mandi.lesauis@faa.gov](mailto:mandi.lesauis@faa.gov)

Mandi Lesauis  
Regional Airport Compliance Specialist  
Northwest Mountain Region  
Airports Division Office  
2200 S. 216<sup>th</sup> Street  
Des Moines, WA 98198

Re: Complaint Response – Jacob Childers, Grant Assurance #22 Economic Discrimination  
Our File No.: Airport 56

Dear Mandi:

This letter is the official response from Crook County regarding the informal complaint from Jacob Childers, shared with the County via your correspondence from January 22, 2024. While the County disputes the allegations of Mr. Childers, this communication provides a good opportunity for the County to share with you all of the work that we have been doing to improve operations at our Airport, in alignment with our grant assurance obligations.

Regarding the complaint and your instructions to focus on the claims of economic discrimination, the County is going to assume by that you prefer we address the allegations concerning Cannon Braatz and his favorable treatment compared to other Airport tenants. If that was not your intent, please let the County know and we will provide whatever supplementary information you desire. The allegations, as the County understands them, are basically that the Airport is permitting Mr. Braatz and his employee, Louie, to use his hangars as dwellings and that Mr. Braatz refused hangar inspections that other tenants were forced to comply with.

Starting broadly, Crook County, with its limited resources, has spent a great deal of time over the last year to improve Airport operations and ensure that all tenants and commercial providers are treated equally. Some of those efforts include:

- In June of 2023, the County implemented a new Lease Policy for all Airport tenants. Existing tenants had various versions of hangar lease agreements, as the document has been revised and improved over the years. The new Lease Policy ensures that all Airport tenants have the same privileges and are held to the same standards. That Lease Policy was then updated last Fall, attached as Ex. 1, and will be updated again



soon. The County also updated its standard lease template to complement the Lease Policy.

- In September of 2023, the County contracted with its first full-service FBO, Hood Aero, who leases multiple structures at the Airport and provides services such as fueling, aircraft ground handling services, crew and passenger services, aircraft maintenance, tie down service, emergency services, and more.
- In November of 2023, the County implemented Rules, Regulations, and Minimum Standards and incorporated those Rules and Regulations through County Ordinance with civil penalties for violations. There are now clear rules for all visitors, tenants, and commercial operators at the Airport, applicable to all. Ex. 2.
- From August through December of 2023, utilizing our County's code compliance officer, the County performed inspections of all hangars at the Airport to ensure all tenants were utilizing their hangars in conformance with FAA guidance. Ex. 3.

Altogether, these efforts have taken a considerable amount of staff time and resources, but the County is confident that the Airport is now well positioned for the future. If there are additional measures the County could take that represent best practices for an airport like ours, we are open to your suggestions.

Moving directly to the allegations of Mr. Childers as they relate to Mr. Braatz, the County admits that Mr. Braatz's behavior has been an issue. However, the County strongly disagrees with the characterization that Mr. Braatz receives special treatment at the Airport. First, the Airport has repeatedly informed Mr. Braatz his use of Airport hangars must be in compliance with his lease agreement and FAA guidance. See Exs. 4, 5. Second, all of the hangars in which Mr. Braatz or a relative have a leasehold interest were inspected, the same as every other hangar at the Airport. Ex. 3. Our code compliance officer was told specifically to look for evidence of Mr. Braatz or others using their hangars as dwellings. In reference to Mr. Braatz, our code compliance officer noted that, though Mr. Braatz is in his hangar much of the time, the hangar has no dedicated habitable space and if it is being slept in overnight, Mr. Braatz is sleeping on a couch and using a microwave for food preparation.

Still, in response to the complaints, the County is also taking remedial steps moving forward. Policing the behavior of tenants after business hours can be difficult and expensive, but the County has come up with a few ideas that it plans to implement:

- There is a system of security cameras at the Airport, but as currently configured, they might not capture the after-hours activities of hangar tenants, so the County is currently in the process of investigating how best to add additional cameras that would allow the County to capture and document any impermissible activity at night.
- The County is going to develop an online comment form so that Airport tenants and members of the public can submit concerns directly to the Airport Manager and the County. Those concerns can be addressed and remedied in a documented, transparent manner. The County believes this will help issues get addressed faster and minimize the proliferation of incorrect information among Airport users.

These are the remedial measures the County has thought of to address the alleged after-hours activity of certain tenants and to enhance Airport operations overall. Crook County takes its

grant assurances very seriously and has been striving to improve Airport operations wherever it can. Again, if you have any suggestions for how the County could further improve such efforts, we are open to any suggestions you may have.

Sincerely,

Andy Parks  
Crook County Contract Administrator

Enclosures per letter

Cc: Airport Manager  
County Counsel  
All via email with enclosure

# **PRINEVILLE** **CROOK COUNTY AIRPORT**



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

November 2023

## Contents

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

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

# Lease Policy for Non-Commercial Aeronautical Activities

## 1. GENERAL

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

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

## 2. LEASES (GENERAL)

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

### *2.01. Non-Commercial Leases*

The following non-commercial aeronautical uses are permitted:

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

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

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

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

### *2.02. Leased Premises*

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

### *2.03. Condition of Leased Premises*

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

### *2.04. Lease Term and Extensions*

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

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

### 3. CONSTRUCTION AND IMPROVEMENTS

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

#### *3.01. Mandatory Improvements*

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

#### *3.02. Survey*

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

#### *3.03. Authorization for Discretionary Improvements*

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

#### *3.04. Process for Approval of Plans*

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

#### *3.05. Title to Improvements*

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



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

### *3.06. County Cooperation*

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

## 4. UTILITIES AND MAINTENANCE

### *4.01. Utilities*

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

### *4.02. Maintenance and Repairs by Lessee*

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

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

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

#### *4.03. Access*

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

#### *4.04. Inspections and Repairs*

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

#### *4.05. County May Perform Required Repairs*

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

### **5. RIGHTS AND RESERVED POWERS OF COUNTY**

#### *5.01. Hazards*

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

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

### *5.02. Development*

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

### *5.03. Sponsor Assurances*

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

### *5.04. Easements*

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

### *5.05. Relocation of a Hangar and Leased Premises*

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

## **6. SUB-LEASING AND TRANSFERS**

### *6.01. Limitations on Transfers*

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

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

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

### *6.02. Assignments Prohibited*

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

### *6.03. Subletting*

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

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

## 7. ENCUMBRANCES AND LEASEHOLD MORTGAGES

### *7.01. Liens Granted to County*

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

### *7.02. Defined Terms for Leasehold Mortgages*

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

### *7.03. Right to Mortgage Leasehold*

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

### *7.04. Lender Protections*

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

#### 7.04.01. No Modifications or Terminations

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

#### 7.04.02. Notice to Permitted Leasehold Mortgages

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

#### 7.04.03. Right to Cure

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

#### 7.04.04. Right to a New Lease

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

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

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

#### 7.04.05. Bankruptcy of Lessee

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

#### 7.04.06. Insurance Policies

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

### 8. TERMINATION AND OWNERSHIP OF IMPROVEMENTS

#### *8.01. Selling the Improvements during the Term of the Lease*

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

#### *8.02. Ownership of Improvements at the End of the Lease*

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

#### *8.03. No Holdover Period*

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

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

## 9. FAA REQUIRED PROVISIONS

### *9.01. Non-Discrimination*

All Leases will contain language substantially similar to the following:

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

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

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

### *9.02. Subordination*

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



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

### *9.03. Aviation Easement*

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

### *9.04. Indemnification*

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

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

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

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

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

## 10. RENTALS, RATES, FEES, AND CHARGES

### *10.01. Rent*

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

#### 10.01.01. Initial Rent

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

#### 10.01.02. Impact Area

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

#### 10.01.03. Maintenance Fee

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

### *10.02. Adjustment of Rent*

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

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

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

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

### *10.03. Taxes and Assessments*

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

## 11. INSURANCE

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

## 12. HAZARDOUS SUBSTANCES

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

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

# **PRINEVILLE** **CROOK COUNTY AIRPORT**



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

November 2023

# Contents

|   |    |
|---|----|
| 1. Introduction.....                                      | 2  |
| 1.01. Purpose.....  | 2  |
| 1.02. Applicability.....                                  | 2  |
| 1.03. Authority.....                                      | 2  |
| 1.04. Variance or Waiver.....                             | 2  |
| 1.05. Severability.....                                   | 2  |
| 2. Rules and Regulations.....                             | 3  |
| 2.01. Crook County Code.....                              | 3  |
| 2.02. General.....  | 3  |
| 2.03. Aircraft and Vehicle Operations.....                | 5  |
| 2.04. Airport Access, Control, and Security.....          | 6  |
| 2.05. Vehicle Parking.....                                | 7  |
| 2.06. Aircraft Fueling.....                               | 9  |
| 2.07. Aircraft Run-up Areas and Use.....                  | 9  |
| 2.08. Safety and Environmental Hazards.....               | 10 |
| 2.09. Enforcement.....                                    | 13 |
| 3. Commercial Minimum Standards.....                      | 14 |
| 3.01. Introduction and Purpose.....                       | 14 |
| 3.02. Minimum Standards for All Commercial Providers..... | 14 |
| 3.03. Minimum Standards for Fixed Base Operators.....     | 17 |
| 4. Definitions.....                                       | 19 |

## 1. INTRODUCTION

### *1.01. Purpose*

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

### *1.02. Applicability*

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

### *1.03. Authority*

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

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

### *1.04. Variance or Waiver*

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

### *1.05. Severability*

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

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## 2. RULES AND REGULATIONS

### *2.01. Crook County Code*

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

### *2.02. General*

#### 2.02.01. Commercial Use Authorization

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

#### 2.02.02. General Conduct

The following rules govern general conduct at the Airport:

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

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### 2.02.03. Animals

The following rules apply to all animals at the Airport:

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

### 2.02.04. Smoking

No smoking shall be permitted:

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

### 2.02.05. Waste

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

### 2.02.06. Liability

The Airport assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, earthquake, or other acts of God, collisions, or strikes; nor does it assume any liability for injury to persons or property while at the Airport. Additionally, any person, as a condition for the use of the Airport or any of the facilities thereof, shall release, hold harmless, and indemnify the County and all other officers and employees of the County and Airport, from any

and all responsibility, liability, loss or damage resulting to it or them, or caused by, or on their behalf and incident to the manner in which the Airport or its facilities shall be used. Notwithstanding the foregoing, Airport users shall not be required to indemnify the County for damage occasioned by the sole gross negligence or willful misconduct of the City, County, Airport, or their employees or representatives.

### *2.03. Aircraft and Vehicle Operations*

#### 2.03.01. General

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

#### 2.03.02. Vehicle Operations in the Air Operations Area

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

#### 2.03.03. Disabled Aircraft

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

#### 2.03.04. Landings and Takeoffs

All fixed-wing aircraft shall land and takeoff only on designated runways except in emergency situations or as specifically authorized by the County.

#### 2.03.05. Taxiing Operations

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

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

#### 2.03.06. Securing Aircraft

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

#### 2.03.07. Based Aircraft Registration

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

#### 2.03.08. Accident Reporting

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

### *2.04. Airport Access, Control, and Security*

#### 2.04.01. Airport Closure

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

#### 2.04.02. Access to Air Operations Area

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

### 2.04.03. Tenant Security

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

### 2.04.04. Special Events

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

### 2.04.05. Exterior Advertising, Signage and Murals

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

## 2.05. *Vehicle Parking*

### 2.05.01. Airport Parking

The following rules apply to all Airport parking:

- No person shall stop, park, or leave any vehicle along the terminal curbside at the Airport except while in the immediate process of passenger pick up or drop off.
- No person shall park a vehicle at the Airport other than in a designated parking area and in a manner that does not obstruct the safe and orderly movement of aircraft.
- Individuals with parking permits issued by the Airport shall park only in compliance with the issued parking permits.
- Where parking is allowed at the Airport, a person shall park a vehicle only within a dedicated parking space.
- No person shall park at the Airport in violation of a parking limitation, parking restriction, or other parking regulation sign posted for the parking area.

- No person shall stop, park, or leave standing any vehicle at the Airport, whether attended or unattended, in those areas designated in ORS 811.550, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device.
- In addition to the above provisions, all other provisions of the Crook County Code and/or City of Prineville Code shall continue to apply to the Airport.

#### 2.05.02. Aircraft Parking and Storage

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

#### 2.05.03. Abandonment: Vehicles, Aircraft, and Equipment

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

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

#### 2.05.04. Authority to Move Vehicles

The County has the discretion to remove, or cause to be removed at the owner's expense, from any restricted or reserved area, any roadway or right-of-way, or any other area on the Airport any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety, security, or

operations problem. The County shall not be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

#### 2.05.05. Tenant and Employee Parking

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

#### 2.05.06. Motorhomes, Boats, Trailers, Equipment, and Recreational Vehicles

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

### *2.06. Aircraft Fueling*

#### 2.06.01. Self-Fueling

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

#### 2.06.02. Self-Servicing of Aircraft

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

#### 2.06.03. Open Flames

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

### *2.07. Aircraft Run-up Areas and Use*

#### 2.07.01. Engine Starting/Run-up

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

- Operational checks requiring high-power settings shall be performed only in designated areas.
- A competent person shall attend to the engine and aircraft controls during engine start and run-up.

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

## *2.08. Safety and Environmental Hazards*

### 2.08.01. Flammable Solids and Liquids

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

### 2.08.02. Fire Extinguisher and Equipment

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

### 2.08.03. Material Storage

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

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

### 2.08.04. Prohibited Wastewater Discharge

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

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

#### 2.08.05. Aircraft Maintenance

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

An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance on their aircraft at the Airport unless said company or contractor is a Commercial Operator leasing space on the Airport and licensed by the County to provide such aeronautical services to the public. "Unscheduled" aircraft maintenance by a non-based maintenance company or contractor is permitted, provided the aircraft owner notifies the Airport Manager of this activity in advance and the company or contractor presents to the Airport Manager proof of proper FAA license and certificates to perform aircraft maintenance, proof of public liability insurance, and the Airport Manager can identify a satisfactory area at the Airport where the unscheduled maintenance service can be performed. Unscheduled maintenance notification shall consist of the aircraft owner contacting the Airport Manager and providing written documentation supporting the above requirements. Unscheduled maintenance is limited to the following:

- Warranted maintenance work that requires repair or additional attention by the warranting company.
- A malfunction that prevents the aircraft from being taken to another airport for maintenance.



- Maintenance work requiring a specialty service which is not being provided by an existing FBO operating at the Airport.

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

#### 2.08.06. Negligent Aircraft Operation

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

#### 2.08.07. Spill Cleanup Procedures

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

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

#### 2.08.08. Duty to Notify

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

#### 2.08.09. Aircraft Accident and Incident Reporting

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

#### *2.09. Enforcement*

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

### 3. COMMERCIAL MINIMUM STANDARDS

#### *3.01. Introduction and Purpose*

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

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

#### *3.02. Minimum Standards for All Commercial Providers*

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

##### 3.02.01. License Required

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

##### 3.02.02. Insurance Requirements

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

limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) hangar keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall be the current statutory limit of liability under the Oregon Tort Claims Act or \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whichever is higher. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon commencement of services and annually thereafter. The certificate of insurance shall contain a requirement that the insurance company notify the County thirty days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Commercial Operator shall provide written notice to the County within two calendar days after the Commercial Operator becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused the Commercial Operator's insurance coverage to cease or be modified, it is their responsibility to notify the County.

### 3.02.03. Assurance of Financial Responsibility

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

### 3.02.04. Facilities

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

### 3.02.05. Rates

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

### 3.02.06. Operations

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

federal, state, and local training requirements and hold all relevant certifications required for their duties.

#### 3.02.07. Inspections

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

#### 3.02.08. Subordination

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

#### 3.02.09. Assignment

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

#### 3.02.10. Relationship of the Parties

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

#### 3.02.11. Compliance with All Laws

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

#### 3.02.12. Non-Exclusive

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

### 3.02.13. Non-Discrimination

All Commercial Operators covenant that they will furnish all commercial services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof. Moreover, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by a Commercial Operator.

### 3.02.14. Indemnification

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

### 3.02.15. Environmental Compliance

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

## *3.03. Minimum Standards for Fixed Base Operators*

### 3.03.01. Primary Aeronautical Services

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

### 3.03.02. FBO Facilities

All FBOs shall lease or construct sufficient space to serve the public. Such sufficient space must include a public use terminal, customer lobby, office, pilot's lounge, restrooms, and a flight planning/weather briefing area. Moreover, all FBOs shall provide adequate parking for vehicles and

aircraft. All FBOs must be open for business seven days per week during appropriate business hours, excluding official holidays and Airport closures, and on-call at all other times.

### 3.03.03. Staffing and Employee Qualifications

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

### 3.03.04. Fuel Services

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

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

#### 4. DEFINITIONS

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

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

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

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

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

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

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

**Aircraft Ramp** – See Apron.

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

**Airplane** – See Aircraft.



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

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

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

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

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

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

**Balloon** – See Aircraft.

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

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

**CFR** – Code of Federal Regulations.

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

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

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

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

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

**DEQ** – The Oregon Department of Environmental Quality.

**DMV** – State of Oregon Department of Motor Vehicles.

**Emergency Vehicles** – Vehicles that are painted, marked, lighted or escorted and used by law enforcement (police, highway patrol or sheriff) or security officers, fire department, ambulance, military, or other Airport officials to carry out their daily duties or used in response to an emergency situation.

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

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

**FAA** – Federal Aviation Administration.

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

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

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

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

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

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

**Hazardous Material** – Any substance or material which has been determined to be capable of posing risk of injury to health, safety or property, including petroleum products, and including all of those materials and substances designated as hazardous or toxic, presently or in the future, by the U.S. Environmental Protection Agency, the Water Quality Control Board, the U.S. Department of

Labor, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration, DEQ, and any other governmental agency authorized to regulate materials and substances in the environment. Without limiting the foregoing, the term “Hazardous Materials” shall include all of those materials and substances defined as “Toxic Materials” by the DEQ.

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

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

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

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

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

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

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

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

**NTSB** – National Transportation Safety Board.

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

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

**Ramp** – See Apron.

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

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

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

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

**TSA** – Transportation Security Administration.

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

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

**Tenant** – See Lessee.

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

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

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

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

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

### Exhibit 3

**Crook County Hangar Inspection Report**

2023

| Hangar Location | Inspection  | Contact        | Notes  |
|-----------------|-------------|----------------|--|
| 4001 - A15      | 8/23/2023   | James Scheller | Pass   |
| 4013 - B15      | 8/23/2023   | Richard Smith  | Pass   |
| 4019 B16        | Two Hangars | Howard Wolfe   | Pass   |
| 4025 A13        | 8/28/2023   | Howard Wolfe   | Pass (High Desert Aviation)  |
| 4037 B13        | 8/23/2023   | John Larson    | Oven must be removed from pilot lounge - Open compliance case # 23-064AP             |
| 4051 A11        | 8/28/2023   | Howard Wolfe   | Pass (High Desert Aviation)  |
| 4075 A9         | 9/5/2023    | Michael Coney  | Veh Storage Lift / Trailer   |
| 4085            | 8/28/2023   | Mark Stafford  | 6 Veh  |
| 4101            | 8/23/2023   | Chuck Godlasky | Pass   |
| 4125 A5         | 8/23/2023   | Roger Orr      | Pass   |
| 4119            | 8/31/2023   | Avalon Hangar  |  |
| 1               | 8/23/2023   | Rich Doyle     | Pass   |
| 2               | 8/31/2023   | Unknown        | Pass   |
| 3               | 8/30/2023   | Joel Haynes    | Pass   |
| 4               | 8/31/2023   | Empty          | Pass   |
| 5               | 8/31/2023   | Empty          | Pass   |
| 6               | 8/31/2023   | Unknown        | Pass   |
| 7               | 8/31/2023   | Ben O'Keife    | Pass   |
| 8               | 8/31/2023   | Steve Young    | Pass   |
| 9               | 8/31/2023   | Thad           | Pass   |
| 10              | 8/31/2023   | Unknown        | Pass   |
| 11              | 8/31/2023   | Unknown        | Pass   |
| 4147            | T - Hangar  | Deane Cooper   |  |
| 1               | 9/5/2023    | Gary Dunn      | Pass   |
| 2               | 9/25/2023   | Jeff Lindsey   | Pass   |
| 3               | 8/30/2023   | Jacob Childers | Pass   |
| 4               | 9/6/2023    | Ronald Rogers  | Pass   |
| 5               | 8/30/2023   | Jim Campbell   | Pass   |
| 6               | 8/30/2023   | Terry Rahe     | Pass   |
| 7               | 8/30/2023   | Edwin Stryker  | Pass   |
| 8               | 9/5/2023    | Roster Doss    | Pass   |
| 4151 A3         | 12/14/2023  | James Holmes   | 4 Vehicles, Oven must be removed from pilot lounge - Open compliance case # 23-068AP |

| Hangar Location | Inspection | Contact            | Notes                                       |
|-----------------|------------|--------------------|---|
| 4179            | 12/14/2023 | James Holmes       | Bare Land Only                              |
| 4169 B4         | 9/26/2023  | Jon Addison        | Pass  |
| 4181 A2         | 10/10/2023 | Cannon Braatz      | 2 Veh                                       |
| 4187 B1         | 8/24/2023  | Levi Paddock       | Boat to be removed end of Sept.             |
| 4193 B2         | 9/26/2023  | 12/14/2023         | Pass  |
| 4215            | 8/28/2023  | Gus Robbins        | 3 Veh                                       |
| 4217            | 10/10/2023 | Cannon Braatz      | Under Construction                          |
| 4219            | 8/29/2023  | Jason Wilkins      | Pass  |
| 4221            | 10/10/2023 | Cannon Braatz      | Pass  |
| 4241 T2         | T - Hangar | Baron Braatz       |   |
| 1               | 11/2/2023  | Gary Hunt          | Cargo Trailer                               |
| 2               | 11/13/2023 | John Davis         | Pass  |
| 3               | 8/23/2023  | James Scheller     | Pass  |
| 4               | 11/2/2023  | Stan Turell        | Pass  |
| 5               | 11/8/2023  | Baron Braatz       | Pass  |
| 6               | 9/7/2023   | Jeromy Dice        | Pass  |
| 7               | 11/8/2023  | Baron Braatz       | 4 veh, 1 boat                               |
| 8               | 11/8/2023  | Baron Braatz       | Pass  |
| 9               | 11/2/2023  | Thomas Beccari     | 2 veh, 1 trailer, 1 boat, 2 snow mobiles    |
| 10              | 10/10/2023 | Cannon Braatz      | Pass  |
| 11              | 10/10/2023 | Cannon Braatz      | Empty                                       |
| 12              | 10/10/2023 | Cannon Braatz      | Empty                                       |
| 13              | 10/31/2023 | Baron Braatz       | 4 veh                                       |
| 14              | 10/31/2023 | Austin Miles       | Pass  |
| 4251 J1         | 8/24/2023  | Scott Porfily      | Pass  |
| 4257 J3         | 8/23/2023  | Ron Knapp          | Pass  |
| 4261 J5         | 10/10/2023 | Richard Oberdorfer | Pass  |
| 4275 J6         | 8/28/2023  | Gus Robbins        | 1 boat / 1 Veh to be removed by end of Nov. |
| 4285 (100) J4   | 9/26/2023  | Brian Shelk        | Pass  |
| 4285 (101) J2   | 9/26/2023  | John Shelk         | Pass  |
| 4327            | 10/10/2023 | Jeanne Zerbe       |   |
| A               | 10/3/2023  | Fred Rafilson      | Pass  |
| B               | 8/29/2023  | Levi Bishop        | Pass  |

| Hangar Location | Inspection   | Contact           | Notes   |
|-----------------|--------------|-------------------|---|
| C               | 9/28/2023    | Steve Carter      | Pass  |
| D               | 8/23/2023    | James Scheller    | Pass  |
| E               | 9/12/2023    | Susanne Wiley     | Pass  |
| H               | 10/24/2023   | Kay Larkin        | Pass  |
| I               | 9/28/2023    | BC Air            | Pass  |
| J               | 9/28/2023    | Eric Danfelt      | Pass  |
| K               | 9/6/2023     | Travis Sheppard   | Pass  |
| L               | 12/4/2023    | Robert Cassidy    | Pass  |
| 4363            | T - Hangar   | Jeanne Zerbe      |   |
| 1               | 11/2/2023    | Frank "Jack" Izo  | Pass  |
| 2               | 9/30/2023    | Dennis Lockling   | Pass  |
| 3               | 9/5/2023     | Phillip McCauley  | Pass  |
| 4               | 8/31/2023    | Stephen Bateman   | Pass  |
| 5               | 12/4/2023    | Joe Stone         | Pass  |
| 6               | 8/31/2023    | Keith Rishel      | Pass  |
| 7               | 8/23/2023    | Dustin Kelley     | Pass  |
| 8               | 9/7/2023     | Dustin Kelley     | Pass  |
| 9               | 8/31/2023    | Tim Whitesell     | Pass  |
| 10              | 10/18/2023   | Dean Billings     | Portable Fuel Tank stored inside hangar - Notice sent requiring removal               |
| 11              | 8/31/2023    | Tom Bowers        | Pass  |
| 12              | 8/31/2023    | Kelly Farrington  | Pass  |
| 13              | 9/28/2023    | George Kovacevic  | Pass  |
| 4399            | 8/23/2023    | Rich Doyle        | Pass (Club Hangar)  |
| 4411            | 11/8/2023    | Mark Duffy        | Pass  |
| 4425            | 9/14/2023    | Leonard Peverieri | Oven & Wood Stove must be removed from pilot lounge - Open compliance case # 23-065AP |
| 4439            | 10/3/2023    | Eldon Nimmo       | Pass  |
| 4597            | 8/23/2023    | Empty             | Pass  |
| 4629            | 8/23/2023    | James Peterson    | Pass  |
| 4631            | 8/28/2023    | Paul Peltonen     | Pass  |
| 4643 D3         | 8/23/2023    | Clint Woodward    | Pass  |
| 5169            | Four Hangars | Larry Goodman     |   |
| 1               | 8/31/2023    | Richard Davis     | Pass  |
| 2               | 8/24/2023    | Larry Goodman     | Pass  |

| Hangar Location | Inspection   | Contact        | Notes |
|-----------------|--------------|----------------|-------|
| 3               | 9/28/2023    | RJ Durkee      | Pass  |
| 4               | 9/14/2023    | Matt Hagedorn  | Pass  |
| 5177            | Four Hangars | Will Dennis    |       |
| 1               | 10/18/2023   | Will Dennis    | Pass  |
| 2               | 10/24/2023   | Rob Rope       | Pass  |
| 3               | 10/24/2023   | Kent Koch      | Pass  |
| 4               | 11/2/2023    | Brandon Butler | Pass  |
| 5185            | 8/23/2023    | Russ Cooper    | Pass  |

As of 12/14/23



## Exhibit 4

**From:** Kelly Coffelt <kcoffelt@cityofprineville.com>  
**Sent:** Tuesday, November 29, 2022 11:51 AM  
**To:** cannonb@inncline.com; 'Baron Braatz'  
**Cc:** 'rbraatz@inncline.com'; John Eisler  
**Subject:** Prineville airport - Hangar use/Hangar purchase  
**Attachments:** FAA hangar use 14 CFR.PDF

Cannon, Baron,

In the past few weeks I have tried to reach out and in hopes of have a personal conversation regarding a number of items related to your hangar lease agreements and hangar use here at the Prineville airport.

Since we have not been able to talk in person I wanted to lay out the issues that are in front of me.

- Hoff/ Braatz hangar- Incompatible use. Temporary and extended overnight use that is not permitted per the lease agreement or FAA guidance.
- BZ3 Hangar row – Incompatible use. It is known that excessive and exclusive use of these units are being used for non-aeronautical use.
- LJP Delta LLC hangar- Incompatible use. Temporary and extended overnight use that is not permitted per the lease agreement or FAA guidance. This is not your lease although my sense of the relationship encourages me to include you.
- Cannon Braatz hangar – New hangar- design that implies continued incompatible use.

There has been many complaints/conflict's from airport users and tenants over the past few years because of this use, some of them recently have gone to directly to the City of Prineville and Crook County. Other airport tenants have taken your actions as approval to live/stay in their hangar and use valuable aircraft hangar space as non-aeronautical storage.

You have a large investment on the airport and that is appreciated although operating far outside the guidelines is not acceptable. As a lessee of the Prineville airport you have accepted the conditions of the lease and in return for the special benefit of that location.

The following items below I must be making a decision on very soon, I am requesting communication from you that you will remedy the incompatible use on the Prineville airport before moving forward.

- Create new lease for the purchase of hangar from Ed Elkins
- New lease request in order to change “the new hangar” from Cannon Braatz to Rod Kempf.
- Airport approval letter to Crook County building dept.

I have attached the FAA hangar use policy for your reference, I have other material I could share on the subject if you would like or any general internet search will get you ample information on the subject.

Hope to hear from you soon.

Thanks

Kelly

## Exhibit 5



# CITY OF PRINEVILLE

387 NE Third Street Prineville, Oregon 97754

Phone - (541)447-5627 - Fax - (541) 447-5628 - Website -

<http://www.cityofprineville.com>

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December 15, 2022

Cannon Braatz

Greetings Mr. Braatz,

The Prineville/Crook County Airport is committed to providing a safe experience for all aeronautical users, as well as complying fully with all FAA compliance requirements for the long-term health of our Airport. We appreciate your cooperation and assistance in these efforts. The Crook County/Prineville Airport S39 Lease and Use Agreement dated October 3<sup>rd</sup> 2007 that you entered into with Crook County (the "Lease") contains numerous tenant obligations. Failure to satisfy those obligations may result in the tenant being in default and trigger numerous remedies for the Airport, which may include a re-taking of the premises and damages.

It has come to my attention that the premises which is the subject of your Lease is being used for Non-aeronautical use (Residential/Overnight use). Non-aeronautical use (Residential/Overnight use) is an expressly prohibited use under section 5 of the Lease and FAA Airport Compliance Manual Order 5190.6B. Only those uses listed as "Permitted Uses" are allowed on the premises. Accordingly, this letter serves as notice effective December 22, 2023, of your failure to comply with the terms of Lease. **You have 30 days to cure this failure or you will be in default of your Lease and entitle the Airport to pursue its available remedies under the law.**

The Airport is an important asset to the region's aeronautical users and the local community. Your cooperation and adherence to the terms of your Lease will support the Airport's vitality moving forward. Please let me know if you have any questions.

Thank you

A handwritten signature in black ink, appearing to read "Kelly Coffelt".

Kelly Coffelt

Prineville/Crook County Airport

## AGENDA ITEM REQUEST



**Date:**

*February 13, 2024*

**Meeting date desired:**

*February 21, 2024*

**Subject:**

*Oregon – Idaho Advisory Question SEL 801*

**Background and policy implications:**

*In June of 2023, the County enacted Order 2023-26, which filed with the County Clerk a Request for Ballot Title. This form SEL 801 and the accompanying Explanatory Statement are the necessary next and final steps to place the advisory question on the May 21, 2024 ballot.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*John Eisler; Asst. County Counsel  
John.Eisler@CrookCountyOR.gov  
541-416-3919*

**Presenters:**

*John Eisler*

**Legal review (only if requested):**

*Legal drafted*

**Elected official sponsor (if applicable):**

*N/A*

Measure No. \_\_\_\_\_

**ADVISORY QUESTION REGARDING CITIZEN SENTIMENT FOR OREGON - IDAHO BORDER  
RELOCATION**

Submitted to the Electorate of Crook County, Oregon by referral to be voted on at the May 21, 2024 election.

Explanation

This ballot measure is a non-binding, non-legislative advisory question. The relocation of state borders is not something Oregon counties are empowered to legislate. Instead, this question is designed to inform Crook County elected officials of the current sentiment of its voters regarding any current or future negotiations between state and federal officials about the westward relocation of the Oregon-Idaho border, potentially resulting in all or a portion of the territory of Crook County, Oregon becoming part of the State of Idaho.

A “yes” vote means you support Crook County elected officials telling state and federal officials that local residents would like negotiations regarding the possible relocation of the Oregon-Idaho border to proceed.

A “no” vote means you prefer Crook County elected officials either not engage in the issue or tell state and federal officials that the people of Crook County would not like such negotiations to proceed.

# Notice of Measure Election

## County

**SEL 801**rev 01/18: ORS 250.035, 250.041,  
250.175, 254.103, 254.465**Notice****Date of Notice****Name of County or Counties****Date of Election**

**Final Ballot Title** The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

**Caption** 10 words which reasonably identifies the subject of the measure.

**Question** 20 words which plainly phrases the chief purpose of the measure.

**Summary** 175 words which concisely and impartially summarizes the measure and its major effect.

**Explanatory Statement** 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

→ any measure referred by the county governing body; **or**

→ any initiative or referendum, if required by local ordinance.

**Explanatory Statement Attached?**

Yes

No

**Authorized County Official** Not required to be notarized.

**Name****Title****Mailing Address****Contact Phone**

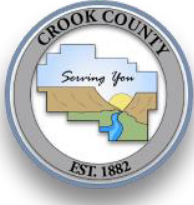
*By signing this document:*

→ I hereby state that I am authorized by the county to submit this Notice of Measure Election; **and**

→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

**Signature****Date Signed**

## AGENDA ITEM REQUEST



**Date:**

February 13, 2024

**Meeting date desired:**

February 21, 2024

**Subject:**

Vehicle Purchase Order – Approval to Sign

**Background and policy implications:**

During the December 13, 2023 work session we received approval to move forward with purchasing four Chevrolet Colorados from Gary Gruner Chevrolet.

**Budget/fiscal impacts:**

As discussed during the December work session, in the current fiscal year we have \$114,000 allocated for the purchase of three vehicles from 212-1200 (Electrical) & 1300 (Building). The attached purchase order is for a total of four (4) Chevrolet Colorados for an approximate cost of \$139,240 (invoice will be sent when the order is submitted). The total cost is approximately \$26,000 over the amount allocated in FY 23-24. Due to the timing of the FY 22-23 vehicle transaction falling through, the vehicle expense of \$93,792.48 was not spent. Those funds are still available, just not specifically allocated.

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

Randy Davis

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**

# Order Details - Stored Configuration <DHGZMJ> ⓘ

Customer Dealer

## BAC Information

Contact Name  
Contact Phone  
DAN  
PRINE

*Crook County Community Development*  
*300 NE 3rd St*  
*Prineville, OR - 97754*

Stock No. Update

*ATTN: Katrina Weitman @ crookcounty OR. gov.*

## Model/Order Information

Model Year: 2024  
Division: Chevrolet  
Distribution Entity: RET Retail  
Order Type: TRE - Retail Stock  
Allocation Group: COLRDO  
Model: 14C43 - Colorado: Work Truck Crew Cab  
TPW  
VIN  
MSRP w/DFC: \$34,810.00

## Vehicle Specifications

PEG: 4WT - Work Truck Option Package 4WD  
Color: GAZ - Summit White  
Trim: H1T - Jet Black, Cloth  
Engine: L2R - Engine: 2.7L Turbo  
Transmission: N8R - Transmission, 8-Speed Automatic  
Emissions: NE1 - CT/DE/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA

### Ordered Options

- 4WT - Work Truck Option Package 4WD
- 719 - Seat Belt Color, Black
- A28 - Rear Sliding Window
- A2V - Seat Adjuster
- A50 - Seats, Front Bucket
- A91 - Remote Locking Tailgate
- ATG - Remote Keyless Entry
- B30 - Floor Covering, Carpet
- BW5 - Black Exterior Molding, Beltline
- C49 - Electric Rear Window Defogger
- C67 - Single-Zone Manual Air Conditioning
- D31 - Interior Rearview Tilt Mirror
- D72 - Exterior Door Handles, Black
- DP5 - Mirror Caps, Molded with Color
- DWV - Mirrors, power-adjustable
- GAZ - Summit White
- GU6 - Rear Axle, 3.42 Ratio
- H1T - Jet Black, Cloth
- K34 - Cruise Control
- KW7 - Alternator, 170 amps
- L2R - Engine: 2.7L Turbo
- N8R - Transmission, 8-Speed Automatic
- NCH - Door Locks, Rear Child Security

**CROOK COUNTY COMMUNITY DEVELOPMENT**

**PURCHASE ORDER**

300 N.E. THIRD ST. PRINEVILLE, OR 97754  
 Phone: (541) 447-3211

DATE: FEBRUARY 5, 2024

**CONTACT INFO:**

Gary Gruner Chevrolet  
 2000 SW Highway 26  
 Madras, OR 97741  
 Attn: Jim Angel

Project: 2023-24 fleet purchase  
 Project Code: \_\_\_\_\_

**COMMENTS OR SPECIAL INSTRUCTIONS:**

Price is all-inclusive – no other fees, charges, or other expenses.

| QUANTITY               | DESCRIPTION   | PRICE       | TOTAL        |
|------------------------|---|-------------|--------------|
| 4                      | 2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT                       | \$34,810.00 | \$139,240.00 |
| <b>Specifications:</b> |   |             |              |
|                        | Code 4WT – Work truck preferred equipment group.                      |             |              |
|                        | A50 – Seats, front bucket.  |             |              |
|                        | C5J – GVWR, 6000 lbs. (2722 kg).                                      |             |              |
|                        | NE1 – Emissions, CT/DE/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA                  |             |              |
|                        | GAZ – Summit White.   |             |              |
|                        | GU6 – Rear axle, 3.42 ratio.  |             |              |
|                        | H1T – Jet black, cloth seat trim.                                     |             |              |
|                        | L2R – Engine, 2.7L Turbo.   |             |              |
|                        | N8R – Transmission, 8-speed automatic.                                |             |              |
|                        | QDC – Tire, compact space T175/90D18, blackwall.                      |             |              |
|                        | URL – 11.3” diagonal advanced color LCD display with Google built-in. |             |              |
|                        | K34 – Cruise control.   |             |              |
|                        | KW7 – Alternator, 170 amps.   |             |              |
|                        | ATG – Remote keyless entry.   |             |              |
|                        | A91 – Remote locking tailgate.  |             |              |
|                        | C49 – Electric rear window defogger.                                  |             |              |
|                        | C67 – Single manual air conditioning.                                 |             |              |
|                        | DWV – Mirrors, power adjustable.                                      |             |              |



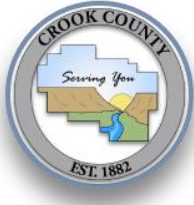
| QUANTITY | DESCRIPTION                             | PRICE | TOTAL        |
|----------|---|-------|--------------|
|          | NCH – Door locks, rear child safety.    |       |              |
|          | A2V – Seat adjuster.                    |       |              |
|          | A28 – Rear sliding window.              |       |              |
|          | D31 – Interior rear tilt mirror.        |       |              |
|          | 719 – Seat belt color, black.           |       |              |
|          | B30 – Floor covering, carpet.           |       |              |
|          | BW5 – Black exterior molding, beltline. |       |              |
|          | D72 – Exterior door handles, black.     |       |              |
|          | DP5 – Mirror caps, molded with color.   |       |              |
| TOTAL    |   |       | \$139,240.00 |

Please send Katrina Weitman (Katrina.Weitman@crookcountyor.gov) copies of your invoice.

---

Will Van Vactor, on behalf of Crook County

## 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):**





# Request to place business before the Crook County Court

**Important Note:** The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

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

Please return this form to Crook County Administration Office via  
Email: [Sarah.Puerner@crookcountyor.gov](mailto:Sarah.Puerner@crookcountyor.gov) or by mail to 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: Wade & Angela Roges Date of Request: Dec. 20, 2023  
Email: waderogersexcavation.lc@gmail.com Phone: 541 948 4801  
Address (optional): \_\_\_\_\_

1. What is the date of the Court meeting you would like to appear at? Jan 17, 2024
2. Describe the matter to be placed before the Court: Signatures for final plat of new subdivision
3. What action are you requesting that the Court take?  
Signatures for final plat
4. What is the cost involved with your request, if applicable? \_\_\_\_\_
5. Have you asked the County for a fee waiver before? If yes, when? NO
6. Please estimate the time required for your presentation.  
 5 minutes     10 minutes     15 minutes     other unknown minutes
7. Are you (or will you be) represented by legal counsel?  
Yes (please name your attorney) NO  
**No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**
8. If you have a physical disability and require an accommodation, please specify your need:  
N/A

### Administrative Section

Date Received: \_\_\_\_\_

Date Reviewed by Court: \_\_\_\_\_

FY Budget: \_\_\_\_\_

County Court: Approved/Denied

## AGENDA ITEM REQUEST



Date: Dec 20, 2023

Enter date of request.

Meeting date desired: Jan 17, 2024

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

Subject: Signatures Final plat

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

Approval for new subdivision

### Background and policy implications:

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

### Budget/fiscal impacts:

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

Requested by:

Wade & Angela Rogers / member  
Rogers Enterprises, LLC

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

Presenters:

Wade & Angela Rogers  
members of Rogers Enterprises, LLC

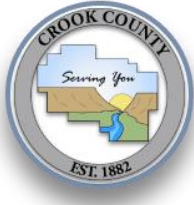
### Legal review (only if requested):

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

### Elected official sponsor (if applicable):

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

## 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):**



# Request to place business before the Crook County Court

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

Please return this form to Crook County Administration Office via

Email: [Sarah.Puerner@crookcountyor.gov](mailto:Sarah.Puerner@crookcountyor.gov) or by mail to 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: Steve Hannas

Date of Request: 2/14/2024

Email: shannas@dowl.com

Phone: 458-206-7992, 541-410-5875

Address (optional): 963 SW Simpson Ave, Suite 200, Bend, OR 97702

1. What is the date of the Court meeting you would like to appear at? 2/21/2024

2. Describe the matter to be placed before the Court: Subdivision plat for Ochoco Lumber Company

3. What action are you requesting that the Court take? Approval of the plat of Ochoco Mill 4 including the acceptance of dedications to the public for street right of way.

4. What is the cost involved with your request, if applicable? None

5. Have you asked the County for a fee waiver before? If yes, when? No

6. Please estimate the time required for your presentation.

5 minutes       10 minutes       15 minutes       other \_\_\_\_\_ minutes

7. Are you (or will you be) represented by legal counsel?

Yes (please name your attorney) No

**No, I am not currently represented. (Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**

8. If you have a physical disability and require an accommodation, please specify your need:

None

### Administrative Section

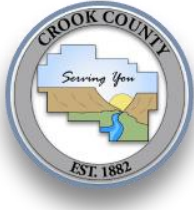
Date Received: \_\_\_\_\_

Date Reviewed by Court: \_\_\_\_\_

FY Budget: \_\_\_\_\_

County Court: Approved/Denied

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



## AGENDA ITEM REQUEST



**Date:**

*February 6, 2024*

**Meeting date desired:**

*February 14, 2024*

**Subject:**

*Draft order regarding an update to the County's drug-free workplace policy.*

**Background and policy implications:**

*The County's omnibus employee handbook contains a policy on how the County will implement a drug-free workplace. A variety of contracts and agreements the County has executed require such a policy, and in fact, require that the policy include a variety of specific terms. One of those required terms is that an employee convicted of a drug-related offense should notify the County as employer, and that such notification must be made within 5 calendar days of conviction. The County's current policy requires notification of conviction (including a plea of no-contest), but states that the notification must be made within 5 business days. In order to conform the County's policy to the obligations of the intergovernmental agreements, the attached order would amend the County's omnibus employee handbook to reflect that the notification of conviction must be provided within 5 calendar days.*

**Budget/fiscal impacts:**

*None*

**Requested by:**

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

**Presenters:**

*N/A – Consent Agenda*

**Legal review (only if requested):**

*Legal drafted*

**Elected official sponsor (if applicable):**

*N/A*

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

**IN THE MATTER OF UPDATING  
THE COUNTY’S DRUG-FREE WORK-  
PLACE POLICY, REGARDING NOTIF-  
ICATIONS OF CRIMINAL CONVIC-  
TIONS WITHIN 5 CALENDAR DAYS**

**ORDER 2024-11**

**WHEREAS**, Crook County maintains a Drug-Free Workplace policy, contained on pages 84-88 of the County’s omnibus Employee Handbook, which policy describes how the County as an organization and individual employees and volunteers are to operate to ensure the County’s public services are conducted free of illicit drug use and intoxication; and

**WHEREAS**, a component of that policy requires that those who are convicted of, or please no-contest to, criminal charges related to drug use must inform the County within five (5) working days of such conviction or plea; and

**WHEREAS**, the County maintains a variety of intergovernmental agreements which require the County maintain a drug-free workplace policy. Among the features of such policy is a requirement that upon conviction of a criminal charge related to drug use, a County employee must inform the County within a specified amount of time; and

**WHEREAS**, in order to conform the County’s drug-free workplace policy to the requirements of such intergovernmental agreements and best practices, the County’s policy on notifications of conviction or pleas of no-contest should be updated.

**NOW, THEREFORE**, the Crook County Court adopts the above recitals as its Findings of Fact, and orders that:

Section One: The portion of the County’s drug-free workplace policy entitled “Conviction Notice” is amended to read as follows, with additions **underlined** and deletions in *[italics]*.

Any employee convicted of violating a criminal drug statute must inform the *[County Court]* **County Administrator** and the designated human resources official (including pleas of guilty or pleas of no contest) within five *[working]*

**calendar** days of the conviction **or plea of no contest**. Failure to inform the County will result in disciplinary action up to and including termination.

Section Two: County staff are authorized to make any pagination, formatting, or other similar changes to the Employee Handbook necessary or useful to effectuate these revisions.

Dated this 21st day of February, 2024.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_

## AGENDA ITEM REQUEST



**Date:**

*February 16, 2024*

**Meeting date desired:**

*February 21, 2024*

**Subject:**

*Order 2024-12, making certain findings regarding County and Oregon ethics rules as part of the due diligence for the furtherance of the HRIS implementation project.*

**Background and policy implications:**

*The attached Order should be read minutely with close attention to detail, and explains the circumstance which prompted its drafting. In brief, and in fairness to the individuals involved, the County should make certain findings in a conspicuous and transparent manner regarding this project and how the project may be ethically handled.*

**Budget/fiscal impacts:**

*The approval of the Order itself will have no budget impacts. A separate services contract with an independent contractor may follow.*

**Requested by:**

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

**Presenters:**

*Eric Blaine and Andy Parks*

**Legal review (only if requested):**

*I have drafted the attached Order.*

**Elected official sponsor (if applicable):**

*N/A*

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

IN THE MATTER OF MAKING )  
FINDINGS OF FACT RELATED TO )  
THE COUNTY'S HRIS PROJECT ) ORDER NO. 2024-12  
MANAGEMENT IMPLEMENTATION )  
AND OREGON PUBLIC ETHICS LAWS )

WHEREAS, Crook County has the need to engage a qualified professional to serve as project manager for a software implementation project. The County has undertaken to solicit competitive proposals for a Human Resource Information System (HRIS). The purposes of the HRIS include but are not limited to: reducing the County's dependence on paper; promoting greater and more convenient access to information for County employees and officials, especially of their own employment-related material; improved records management to enhance auditing and regulatory compliance; provide redundancy and protective measures to ensure that County operations may continue in the face of disaster; and other critical needs; and

WHEREAS, the County contemplates engaging a project manager as an independent contractor, as that term is defined by ORS 670.600, and not as an employee. Such a project manager would need to have specialized familiarity with Oregon Human Resource and personnel management law; experience with the implementation of human resources information systems across an enterprise-wide basis; and the integration of existing systems and practices into the new project framework to assist with a successful project launch and maintenance; and

WHEREAS, the County's need for the engagement of an HRIS implementation project manager is urgent. Existing staff members either do not have the necessary experience and expertise; or are needed for other critical County public service functions and cannot be spared to work on the implementation process. The County's existing program functions are out-of-date and require urgent modernization, especially given the current workloads of existing County staff; and

WHEREAS, as more fully described herein, the County has undertaken a competitive solicitation for potentially interested individuals and firms to submit proposals to be engaged for the HRIS implementation project management contract. The

competitive solicitation is adequate under Oregon and County procurement law, and adequate given the County's urgent need, the expected dollar value of the contract, the expected duration of the contract; and other relevant consideration; and

WHEREAS, one interested independent contractor is the spouse of Crook County's Chief Information Officer (CIO), Stephen Chellis. The County CIO is expected to collaborate with the HRIS implementation project manager to help integrate the HRIS into existing and future County IT infrastructure, and serve to advise the County Court and Administrator of issues relevant to the implementation project from an information technologies perspective. However, the CIO will not be overseeing the work or performance of the HRIS implementation project manager; and will not be involved with the services contract to engage the project manager's professional services contract. Oversight of the performance of the independent contractor selected to serve as the project manager will be provided by the County Administrator; and

WHEREAS, in order to document the compliance with applicable provisions of County policy and Oregon law regarding public official ethics, the County Court approves this Order and the findings contained herein. This Order has been presented to the County Court in a public meeting at which the opportunity for public comment is offered, and the County Court has taken into consideration any public comments provided before deciding whether to approve this Order.

NOW, THEREFORE, the Crook County Court adopts the recitals and incorporates them into this Order 2024-12, and ORDERS and DIRECTS, based upon the above recitals, that:

Section One: The County Court finds that the provisions of the Employee Handbook, "Employment of Relatives," page 12; and "Employee-Owned Business Policy," page 126; do not apply to the proposed engagement of an independent contractor to serve as project manager for the HRIS implementation project. Among other reasons, the policies describe the engagement of employees, and this engagement would not be for an employee but an independent contractor. Notwithstanding the foregoing, to the extent those policies may apply, the County Court waives the application of such policies in this instance.

Section Two: ORS 244.120 et seq. describe how public officials must operate when they are presented with an actual conflict of interest or a potential conflict of interest. A potential conflict of interest:

"means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following:

(a) An interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.

(b) Any action in the person's official capacity which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged.

(c) Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code."

An actual conflict of interest:

"means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of circumstances described in" the definition of a potential conflict of interest.

Under the provisions of ORS 244.120, when confronted with an actual or potential conflict of interest, the official should notify in writing the authority who appointed him or her to the public position of the nature of the conflict, and request that such appointing authority dispose of the matter giving rise to the conflict.

After receiving this written request, the appointing authority will "designate within a reasonable time an alternate to dispose of the matter, or shall direct the official to dispose of the matter in a manner specified by the appointing authority." This may be addressed by the appointing authority assigning the matter to a different official, who does not face this conflict. But, the appointing authority may direct the public official to proceed despite the disclosed conflict. The notice of the conflict is to be recorded in the official records of the public body.

The County Court finds that this Order constitutes written notification under ORS 244.120. It finds that the contemplated engagement of the spouse of employee Stephen Chellis constitutes either a potential or actual conflict of interest, and presents the possibility for future conflicts of interest.

The County Court as appointing authority disposes of the conflict as follows: under the direction of the County Administrator the Crook County Chief Information Officer Stephen Chellis performs such services as may be appropriate for the implementation of



the HRIS project, including working with the project manager as the County may select, regardless of whether such project manager is a spouse, relative, or member of his household. Mr. Chellis's is to conduct such interactions through workplace meetings and County equipment and resources, rather than "off hours" communications, or through equipment not in the custody of the County.

These directions may be modified by additional or different directions, as provided by the Crook County Administrator. Such additional directions may be provided orally or in writing.

These directions may be revoked immediately, by oral or written statement, by the County Administrator.

Section Three: ORS 244.175 to 244.179 describe the employment or appointment of a public official's relatives or members of households to a position with the public body that the public official serves, or over which the public official exercises jurisdiction or control, unless the public official complies with the conflict of interest requirements of ORS Chapter 244.

The County Court finds that the conflict of interest requirements of ORS Chapter 244 have been complied with, by all relevant County officials. The County Court finds that the County CIO will not be employing or appointing or have official jurisdiction or control over the independent contractor engaged as the HRIS implementation project manager. The HRIS implementation project manager will be interacting with the County CIO, but will serve as an independent contractor as that term is defined in ORS 670.600, and not as County employee. The County Court therefore finds that ORS 244.175 to 244.179 do not apply in this instance, and to the extent that they do apply, that all relevant County officials have complied with the conflict of interest requirements contained in ORS Chapter 244.

Section Four: The County Court finds that the general public was made aware of the County's interest in engaging an independent contractor for the HRIS implementation project manager. The general public had the opportunity to submit competitive proposals to the County, solicited under the rules of ORS 279B.070 and Crook County Code 3.12.060(2). The County Court finds that amount of time offered potentially interested individuals and firms to submit proposals was adequate to promote fair competition, considering the County's urgent need for a qualified project manager, the expected dollar value of the services contract, the expected duration of the services contract, and the availability of other potential public contracts offered by the County for professional services of all kinds.

In addition to the competitive solicitation process, the County sought recommendations from a variety of sources for individuals and firms who may be interested in submitting proposals to the County. These efforts included contacting Mid-Oregon Personnel, Prothman, a public sector recruiting and temporary employment services firm, Virtual Information Executives, a professional services firm offering information technology and

human resources consultants, and others. These firms are routinely engaged in providing recommendations and resources for meeting employment needs, including but not limited to providing recruitment services, engaging temporary employees, and interacting with consultants and independent contractors in a variety of project management fields. None of the resources the County asked was able to provide any potentially interested individuals or firms.

The County Court finds these efforts are adequate to apprise the general public and potentially interested individuals and firms of the interest in engaging an HRIS implementation project manager. These efforts are unlikely to reduce competition for public contracts or promote favoritism in the provision of public contracts. The County Court therefore finds that no County public official has used his or her position to obtain financial gain or avoid financial detriment, for the official or for any official's relative or member of household, that would not otherwise be available but for the public official's holding of the official position or office. The engagement of an independent contractor for the HRIS implementation project manager role was made available to the general public.

The County Court finds that the Crook County Chief Information Officer, while expected to work with the HRIS implementation project manager, is not the official which engages, authorizes or oversees the work of the project manager. The project manager will be engaged or authorized by a professional services contract, as an independent contractor, to be signed by the County Court or County Administrator. The County CIO is not a member of the authorizing public body, and is not the County Administrator.

The County Court finds that the public competitive process contained no confidential information which was not made available to all potentially interested bidders. Being fully apprised of the circumstances of this matter, the County Court finds that there is no violation of ORS 244.040.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Section Five: This Order will be recorded in the official records of the County maintained in the office of the County Clerk of Crook County.

Section Six: If any portion of this Order is held invalid by a court of competent jurisdiction, the remaining portions will remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CROOK COUNTY COURT

\_\_\_\_\_  
Judge Seth Crawford

\_\_\_\_\_  
Commissioner Susan Hermreck

\_\_\_\_\_  
Commissioner Brian Barney

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



## Agenda Item Request

**Date:**

*January 24, 2024*

**Meeting date desired:**

*January 31, 2024*

**Subject:**

*Consider contract for HRIS Project Management Services*

**Background and policy implications:**

*The County issued a Request for Qualifications (RFQ) for a Human Resources Information System (HRIS) to replace its present antiquated HRIS and paper processes. The County received five responses and appointed an evaluation/implementation committee of six employees advised by subject matter experts in Human Resources, Finance and Information Technology.*

*Per an assessment of our current staff resources, verified by the consulting team conducting an assessment and preparing a Roadmap for our HR department, there is insufficient staff capacity or expertise available to complete the project successfully.*

*We have identified an individual with twenty years Human Resources experience including implementing HRISs that has adequate capacity to fulfill the Project Manager role and provide limited assistance for other HR matters as needed. The individual is a spouse of a County employee. Eric and I will brief you on our efforts to address the associated ethics issues.*

**Budget/fiscal impacts:**

*We budgeted a business analyst position within the IT budget for fiscal year 2023-24. We have not filled this position and have used a limited amount of this funding for consultants to assist with the Enterprise Resource Planning (ERP) implementation. We anticipate the scope and fee for this project to be within the available budgeted resources.*

**Requested by:**

*Andy Parks, Contract County Administrator*

**Presenters:**

*Andy Parks*

*Eric Blaine, County Counsel*

**Attachments:**

*Draft Scope of Work*

*Resume*

# KRYSTAL CHELLIS

DIRECTOR OF EMPLOYEE EXPERIENCE

## PROFILE

Director of human resources, employee experience, and culture with 20 years comprehensive background including: international experience with global and regional industry leaders, internal culture and brand platform building, recruitment, immigration, compliance, performance management, payroll and benefits, training and development. Proven record in collaborating with executive management in developing and delivering programs, which support strategic direction and company culture.

## CONTACT

360 513 1499  
krystalchellis@gmail.com  
Portland, OR  
[linkedin.com/in/krystalchellis](https://www.linkedin.com/in/krystalchellis)

## WORK EXPERIENCE

### Liquid Agency

Nov 2018 - Present  
Remote workforce in 11+ states

#### Director of Human Resources + People Experience

Responsible for helping to build and foster a progressive, professional, and on brand people experience and ideal culture that supports Liquid employees, while supporting the delivery of the business strategy and culture platform. Lead all HR practices, providing ongoing guidance to agency leaders.

### WPP, SET Creative

Aug 2015 - Nov 2018  
Portland, LA, New York, Amsterdam, London

#### Global Director of HR + Talent

Reporting to the CEO, created and led HR practices and objectives that provided an employee-oriented, high performing culture emphasizing empowerment, quality, productivity and standards, goal attainment, and the recruitment and ongoing development of a top talent workforce.

### WPP, AKQA

Feb 2018 - Nov 2018  
Portland

#### Interim HR Director

Provided dual support for WPP Set Creative and AKQA Portland. Led all HR functions for AKQA Portland while partnering with Executive Management and Department heads to advise and provide guidance on employee relations.

### Publicis

Oct 2013 - Aug 2015  
Seattle, Boise, San Francisco

#### HR Director

Reporting to the CEO's of the Seattle, Boise and San Francisco offices, with a dotted line to the Chief Talent Officer of Publicis NA, created and led HR practices and objectives. Developed organizational strategies, provided coaching and counseling and oversaw all personnel matters.

### Wieden+Kennedy

Dec 2004 - Jun 2013  
Shanghai, Portland

#### HR + Administration Director, Shanghai

Led HR staff in developing and delivering programs supporting W+K culture and strategic direction. Responsible for overseeing all HR + Admin functions including immigration, employee relations, legal compliance, recruitment and staffing, benefits and payroll, and property management.

#### Senior HR Manager, Shanghai

Principal contact and advisor to business leaders for all human resource issues, including responsibility for employee relations legal compliance, recruitment, policy development and administration, succession planning, performance management, comp administration and payroll.

#### HR Generalist, Portland

#### HR Administrator, Portland

### Ann Sacks

Aug 2003 - Dec 2004  
Portland

#### Office + Human Resources Administrator

Administrator of human resources, payroll, office supply management, vendor services, and mail-room for manufacturing, distribution, and corporate office.

## EDUCATION AND PROFESSIONAL DEVELOPMENT

BA in Management Ops with a focus in HR Management | WASHINGTON STATE UNIVERSITY | MAGNA CUM LAUDE

MBTI Step I and II Instruments | THE MEYERS & BRIGGS FOUNDATION

Insights Discovery Client Practitioner | INSIGHTS

Human Resources Generalist Certification | SOCIETY FOR HUMAN RESOURCE MANAGEMENT

## PERSONAL INTERESTS

I'm a dreamer, a baker, and a candlestick maker

Ok, you got me. I'm not a candlestick maker, but I do like to get crafty

# Attachment A

## Scope of Work

### Human Resources Information Systems (HRIS) Project Manager February 2024

#### Project Management

- Oversee the implementation process, coordinate activities, and ensure adherence to timelines and budget.
- Provide regular progress updates and status reports to key stakeholders to track project milestones and address any issues or concerns.
- Ensure performance of the following key elements of the project.

#### Needs Assessment

- Review the County's HRIS Request for Qualifications requirements and HR Roadmap report.
- Engage with key stakeholders including HR staff, department heads, and IT personnel to ensure current pain points, challenges, and inefficiencies in HR processes and data management are documented.
- Document any changes to specific requirements and objectives for the new HRIS system based on the needs assessment findings.

#### Vendor Selection

- Ensure selection criteria focuses on functionality, scalability, ease of use, integration capabilities, and vendor support services.
- Assist evaluation committee with the review of proposals received and facilitate vendor demonstrations and interviews.
- Assist evaluation committee with to select the most suitable HRIS vendor based on the evaluation criteria and stakeholder feedback.

#### System Configuration and Customization

- Collaborate with County IT and the selected HRIS vendor to configure the system according to Crook County's specific requirements and workflows.
- Collaborate with County IT to integrate the HRIS with other relevant systems such as payroll, timekeeping, and benefits administration platforms.

#### Data Migration

- Develop a data migration plan to transfer existing employee data from legacy systems and paper files to the new HRIS.
- Oversee efforts to cleanse, validate, and map data to ensure accuracy and completeness during the migration process.
- Coordinate with IT to conduct test migrations and validation to identify and address any data integrity issues.

#### Training and Change Management

- Develop and deliver comprehensive training programs for HR staff and end-users on how to effectively utilize the new HRIS.
- Create training materials, user guides, and documentation to support ongoing learning and adoption.

- Implement change management strategies to facilitate a smooth transition to the new system, including communication plans and stakeholder engagement activities.

#### **Testing and Quality Assurance**

- Ensure thorough testing is conducted of the HRIS system to validate functionality, data integrity, and user experience.
- Ensure process is in place to identify and address any bugs, errors, or discrepancies discovered during testing.
- Obtain user feedback and make necessary adjustments to optimize system performance and usability.

#### **Go-Live and Support**

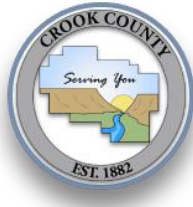
- Plan and execute the go-live strategy for deploying the HRIS system across Crook County.
- Provide post-implementation support and troubleshooting assistance to address any issues or questions that arise.
- Establish ongoing support mechanisms and procedures for system maintenance, upgrades, and user support.

#### **Timeline and Budget**

- Develop a detailed project timeline and budget based on the scope of work and requirements outlined above.
- Ensure alignment with project milestones and deliverables to meet the agreed-upon timeline and budget constraints.

Draft

## AGENDA ITEM REQUEST



**Date:**

02/13/2024

**Meeting date desired:**

02/21/2024

**Subject:**

IGA with North Central Public Health District (Wasco and Sherman County)

**Background and policy implications:**

North Central Public Health District serves Wasco County and Sherman County. It provides environmental health services, including on-site septic services. NCPHD needs on-call, temporary sanitation services. The proposed IGA will allow the Crook County Sanitarian to provide such services as needed. Our On-Site program remains slow, so this IGA provides an opportunity to produce additional revenue.

**Budget/fiscal impacts:**

The IGA should support the On-Site program.

**Requested by:**

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor

**Legal review (only if requested):**

**Elected official sponsor (if applicable):**



INTERGOVERNMENTAL AGREEMENT BETWEEN  
CROOK COUNTY AND NORTH CENTRAL PUBLIC HEALTH COUNTY

This Agreement is made and entered into by and between North Central Public Health, a political subdivision of the State of Oregon, hereinafter referred to as "North Central Public Health", and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as "Crook."

WITNESSETH:

WHEREAS, pursuant to ORS 190.003 through 190.110, North Central Public Health and Crook are authorized to enter into an Intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform; and

WHEREAS, both North Central Public Health and Crook find it beneficial to enter into this Agreement in order for the parties to share the services provided by an onsite sanitarian, to be hired and supervised by Crook County;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

1.1. This Agreement is effective upon full execution (the "effective date").

1.2. This Agreement shall remain in effect for five years from the effective date or until terminated in accordance with Section 2 of this Agreement.

2. TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

3. STATEMENT OF WORK

3.1 Crook agrees to:

3.1.1. Provide onsite sanitarian services for onsite permit application review, site evaluations, pre-cover inspections and such other services as the parties may agree upon on behalf of and for the benefit of North Central Public Health.

3.1.2. Provide all services in accordance with a schedule approved by the parties.

3.1.3. Provide monthly invoices for all hours worked and mileage to be reimbursed.

3.1.4. Notify North Central Public Health within 10 working days if Crook is unable to timely respond to a request for services.

3.2. North Central Public Health agrees to:

3.2.1. Submit timely requests for services providing as much advance notice as reasonably possible.

3.2.2. Pay invoices received within 30 days of their receipt.

#### 4. CONSIDERATION

4.1. North Central Public Health shall pay Crook on a fee-for-service basis at the rate of the employee's fully weighted compensation, including wages and benefits at the time the services are rendered (the "fully loaded rate"). The fully loaded rate will reset each July 1, in an amount equal to the fully weighted compensation level set by Crook County for that fiscal year. The fully loaded rate for FY23/24 is \$108.00 per hour.

4.2. For the work to be performed under this agreement, North Central Public Health's performance of its obligations hereunder is conditioned upon Crook's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference as well as Crook's compliance with all applicable State of Oregon Department of Environmental Quality rules and regulations.

4.3. Payment for hours worked plus reimbursement for mileage shall be the complete compensation to Crook for services performed under this Agreement.

5. DELEGATION AND REPORTS

Neither Crook nor North Central Public Health shall delegate the responsibility for providing services hereunder to any other individual or agency without the written consent of the other party. Each party shall provide the other with periodic reports at the frequency and with the information prescribed to be reported by either party.

6. ASSIGNMENT

Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

7. BINDING EFFECT

The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

8. AGENCY AND PARTNERSHIP

8.1. It is agreed by and between the parties that Crook, upon request, is carrying out a function on behalf of North Central Public Health, and the requesting agency has the right of direction or control of the manner in which Crook delivers services under this Agreement and exercises control over the activities of the sanitarian when providing agreed upon services. The sanitarian will at all times be an employee of Crook. Crook will be responsible for all payroll taxes, employee benefits and workers' compensation.

8.2. Neither party is, by virtue of this Agreement, a partner or joint venture with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

9. INDEMNIFICATION

9.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, North Central Public Health shall defend, save, hold harmless and indemnify Crook and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of North

Central Public Health or its officers, employees, contractors, or agents under this Agreement.

9.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Crook shall defend, save, hold harmless and indemnify North Central Public Health and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Crook or its officers, employees, contractors, or agents under this Agreement.

9.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

## 10. NON-DISCRIMINATION

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

## 11. ATTORNEY FEES

In the event an action, lawsuit or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

## 12. NO WAIVER OF CLAIMS

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

13. SEVERABILITY

Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

14. HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

15. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

17.2. This Agreement may not be modified or amended except by a writing signed by both parties.

18. COUNTERPARTS

18.1 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.

Approved:

NORTH CENTRAL PUBLIC HEALTH  
COUNTY BOARD OF  
COMMISSIONERS



\_\_\_\_\_  
Shellie Campbell, Director

Date: 2/13/2024

Approved:

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Hermreck, County  
Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date: \_\_\_\_\_