



# **CROOK COUNTY WORK SESSION AGENDA**

**Wednesday, October 30, 2024 at 9:00 am**

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

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

## **PUBLIC COMMENT**

## **DISCUSSION**

### **1. Two-step increase for the Extension Office Programs Coordinator**

Requester: Amy Albert

Presenter: Rebecca Keegan

### **2. Appointment of Road Supervisor**

Requester: Amy Albert

Presenter: Brad Haynes

### **3. OHA 2023-2025 Intergovernmental Agreement Amendment 13**

Requester: Katie Plumb

Health and Human Services Director

### **4. Airport - CORE Grant agreement/signature request**

Requester: Kelly Coffelt

Airport Manager

### **5. Transportation Safety Action Plan Procurement**

Requester: Will Van Vactor

Community Development Director

### **6. Community Development Monthly Update**

Requester: Katrina Weitman

Presenters: Katrina Weitman / Randy Davis

### **7. Discussion about upcoming Regular/Work Session dates and 2025 Holiday Schedule**

Requester: Will Van Vactor

Presenters: Will Van Vactor / Sarah Puerner

**8. Grievance against fair board alleging violations of public meetings law**

Requester: Seth Crawford

County Commissioner

**INTERIM MANAGER REPORT**

**COMMISSIONER UPDATES**

**9. Letter from City of Redmond - Representative for Redmond Airport Committee**

**EXECUTIVE SESSION**

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations; ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection; 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; ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.

Representative of the news media and designated staff shall be allowed to attend the executive session.\* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

- 10. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**
- 11. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.**
- 12. ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.**
- 13. 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.**
- 14. ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.**

**NOTICE AND DISCLAIMER**

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

next scheduled work session.

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

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

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

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

### **Additional Items**

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

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Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 10/29/2024 at 8:22 AM

## 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:**

**Meeting date desired:**

**Subject:**

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**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

## AGENDA ITEM REQUEST



**Date:**

10/22/2024

**Meeting date desired:**

10/30 BOC Work Session, 11/6 BOC Mtg

**Subject:**

OHA 2023-2025 Intergovernmental Agreement Amendment 13

**Background and policy implications:**

Amendment 13 to the OHA-LPHA contract (180007) provides year-end adjustments for FY24 and updated funding amounts for FY25.

**Budget/fiscal impacts:**

Attachment B subtracts final FY24 expenses to balance and close the FY24 contract. PE01-10, PE01-08, PE01-09, PE10-02, and PE51-01 carry unspent funds into FY25. PE62 and PE12-01 were underspent by \$39,526.10 and \$24,040.27 respectively due to staff vacancies.

Attachment D reallocates rollover funds from FY24. We are also receiving an additional \$20,000 for Tobacco Prevention (PE13) and \$99,482 for Primary Prevention (PE36-01)

**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):**

Yes

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

Agreement #180007



**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 Thirteenth Amendment (this “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 set of Program Element Descriptions set forth in Exhibit B of the Agreement

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 (FY24);

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) 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 (FY25);

**AGREEMENT**

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:

1. This Amendment is effective on **September 1, 2024**, 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 A “Definitions”, Section 18 “Program Element” is hereby amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
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**PE036 - Alcohol and Drug Prevention and Education Program (ADPEP)**

<b><u>PE 036</u></b> Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N
<b><u>PE 036-01</u></b> OSTPR Board Primary Prevention Funding	OF	N/A	N/A	N	N

- b. Exhibit B Program Elements (PE) #036 “Alcohol and Drug Prevention and Education Program (ADPEP)” is hereby superseded and replaced by Attachment A attached hereto and incorporated herein by this reference.
  - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby deleted and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
  - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY24) is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
  - e. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment D, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment D must be read in conjunction with Section 3 of Exhibit C.
  - f. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY25) is amended to add to the federal award information datasheet as set forth in Attachment E, 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 Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, 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  
Program Element Descriptions**

**Program Element #036: Alcohol and Drug Prevention and Education Program (ADPEP)**

**OHA Program Responsible for Program Element:**

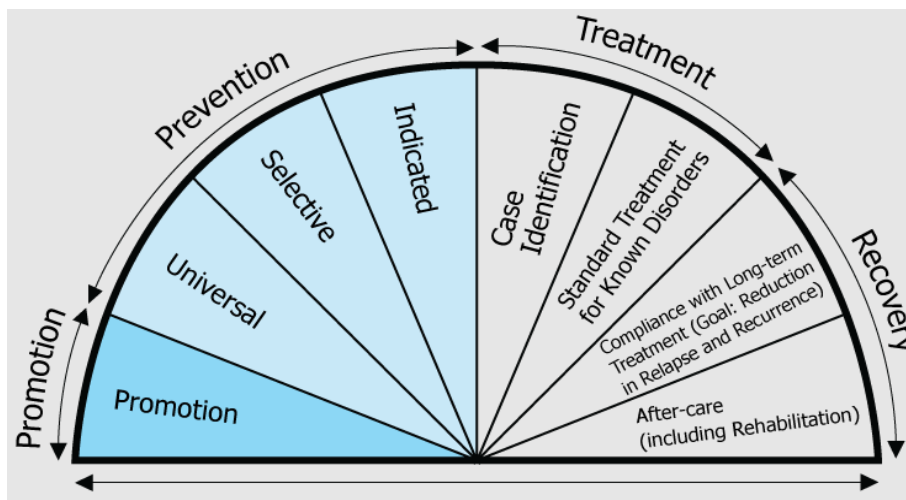
Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP). ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) supports implementation of the Center for Substance Abuse Prevention’s (CSAP) six strategies:

- a. Information Dissemination;
- b. Prevention Education;
- c. Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- d. Community Based Processes;
- e. Environmental/Social Policy; and

f. Problem Identification and Referral.

This Program Element contains two sub-elements:

- a. Alcohol and Drug Prevention and Education Program (ADPEP) funding (PE 36)
- b. The Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention (PE 36-01 funding to support LPHAs to bolster workforce capacity and evidence-based primary prevention strategies for substance use, substance use disorder, and overdose).

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to this Program Element

Not applicable

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
<b>Information Dissemination</b>		*		X	X	X	X	X	X	X	X	
<b>Prevention Education</b>		*		X	X	X	X	X	X	X	X	
<b>Alcohol, Tobacco &amp; Other Drug (ATOD) Free Alternatives</b>		*		X		X	X	X	X	X	X	
<b>Community Based Processes</b>		*		X		X	X	X	X	X	X	

<b>Environmental/Social Policy</b>		*	X	X		X	X	X	X	X	X	
<b>Problem Identification and Referral</b>		*		X	X	X	X	X	X	X	X	

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.**

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **Requirements that apply to PE 36 Alcohol and Drug Prevention and Education Program (ADPEP) funding:**

- (1) Submit to OHA for approval on a timeline proposed by OHA and outlined in the biennial program plan guidance, a Biennial Local Alcohol and Other Drug Prevention Program Plan which details strategies to be implemented, as outlined in this Section 4.a., of this Program Element.
- (2) Throughout the biennium, implement the OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan, including but not limited to, the following types of activities:
  - (a) Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));
  - (b) Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);
  - (c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);
  - (d) Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);
  - (e) Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);
  - (f) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).



- (3) Use funds for this Program in accordance with its approved Local Program Budget on a timeline proposed by OHA and outlined in the biennial program plan guidance approved by OHA. (The LPHA shall submit the local budget for approval by OHA within a timeframe designated by OHA.)
  - (a) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the cumulative award amount between or within the Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.
  - (b) Consistent with the OHA-approved Local Program Budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

**b. Requirements that apply to PE 36-01 Opioid Settlement Prevention, Treatment and Recovery (OSTPR) Board Primary Prevention funding:**

- (1) Submit to OHA for approval by November 15, 2024, a Substance Use Primary Prevention Local Program Plan which details strategies to be implemented, as outlined in this Section 4.b., of this Program Element, to prevent substance use, substance use disorder and overdose.
- (2) Implement the OHA-approved Substance Use Primary Prevention Local Program Plan by conducting primary prevention activities to prevent substance use, substance use disorder and overdose. The activities include but are not limited to:
  - (a) Support community-based prevention strategies, education, or intervention (e.g., build community resilience, improve emotional wellbeing, increase social connectedness).
  - (b) Improve access to community resources and supports for at-risk populations (e.g., mental health resources, access to healthy food, positive after school activities).
  - (c) Increase strategies that target affordable housing, education and employment.
  - (d) Develop targeted outreach or media campaigns.
  - (e) Increase workforce development and training for primary prevention.
- (3) Submit to OHA for approval by November 15, 2024 a Local Program Budget that outlines use of funds in accordance with OHA-approved Substance Use Primary Prevention Local Program Plan.
  - (a) Budget adjustments of up to 10% of the PE 36-01 award amount are allowable between or within Local Program Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the PE 36-01 award amount between or within the Local Program Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator. **Page 13**

- (b) Consistent with the OHA-approved Local Program Budget and Plan, funds may be used for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the Substance Use Primary Prevention Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.
- c. LPHA must coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.
- d. LPHA must participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

**6. Reporting Requirements.**

a. For PE 36, LPHA must:

- (1) Report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA’s OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).
- (2) Submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA’s OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

b. For PE 36-01, LPHA must:

- (3) Submit written Progress Reports to OHA using forms and procedures provided by OHA to describe results and progress toward achieving the goals and objectives through implementing the evidence-based strategies set forth in the LPHA’s OHA-approved Substance Use Primary Prevention Local Program Plan, as well as any obstacles encountered, successes and lessons learned. The first Progress Report is due on July 30, 2025 covering the reporting period of October 1, 2024 through June 30, 2025. Thereafter, progress reporting will occur on the following schedule for each year during the Agreement term:

Reporting Period	Due Date
July 1 – December 31	January 30
January 1 – June 30	July 30

**7. Performance Measures.**

- a. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.
- b. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan.
- c. If LPHA completes fewer than 75% of the planned primary prevention activities in its OHA-approved Substance Use Primary Prevention Local Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

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

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Sunday, September 1, 2024	<b>This Action</b> Amendment
	<b>3) Award Period</b> 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	(\$1,429.39)	\$30,828.61
PE01-08	COVID Wrap Direct Client Services	\$11,718.76	(\$11,718.76)	\$0.00
PE01-09	COVID-19 Active Monitoring - ELC	\$287,896.15	(\$99,221.99)	\$188,674.16
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	(\$3,340.68)	\$49,563.32
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$77,482.16	(\$24,040.27)	\$53,441.89
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	\$39,977.00	\$0.00	\$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
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

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
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	(\$156,993.12)	\$148,646.88
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	\$112,076.67	(\$39,526.10)	\$72,550.57
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$2,195,162.42	(\$336,270.31)	\$1,858,892.11

*Footnotes and Comments on following pages.*

<b>5) Foot Notes:</b>	
PE01-10	2/2024: Any unspent funds will be rolled over into SFY25.
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.
PE10-02	02/2024: Budget period extended through 06/30/2024. There will be no additional DIS workforce money available beyond SFY24.
PE10-02	09/2024: All prior footnotes null and void. Unspent SFY24 funds to be rolled over into SFY25.
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.
PE43-05	12/2023: Funds are available 7/1/23-12/31/24. Unspent SFY24 funds will be carried over to the first six months of SFY25.
PE43-05	2/2024: Prior Footnote dated 12/2023 Null and Void. Any unspent funds will be rolled over into SFY25.
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.
PE51-03	3/2023: Prior footnote null and void. Federal funds are available through 6/30/25. Unspent funds in SFY24 will be carried over to the next fiscal year.

*Comments on following page.*

<b>6) Comments:</b>	
PE01-01	9/2024: Rollover unspent funds of \$1,429.39 into SFY25 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-08	09/2024: Rollover unspent funds of \$11,718.76 into SFY25 10/2023: rollover unspent SFY23 funds of \$11,718.76
PE01-09	09/2024: Rollover unspent SFY24 funds of \$99,221.99 into SFY25 10/2023: rollover unspent SFY23 funds of \$287,896.15
PE01-10	10/2023: rollover unspent SFY23 funds of \$97,582.72
PE10-02	09/2024: rollover unspent funds of \$3,340.68 into SFY25
PE12-01	09/2024: de-obligating unspent funds of \$24,040.27 05/2024: HPP amendment \$1,297 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2023: rollover unspent SFY23 funds of \$103,358 9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	12/2023: De-obligating unspent funds of \$12,838 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. 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
PE51-01	09/2024: Rollover unspent funds of \$156,993.12 into SFY24
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	9/2024: de-obligating unspent funds of \$39,526.10
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 C**

**Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY24)**

**PE01-08 COVID Wrap Direct Client Services**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	98,897,708
Project Description:	Oregon 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53868
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$0.00	\$0.00

**PE01-09 COVID-19 Active Monitoring - ELC**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	98,897,708
Project Description:	Oregon 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53708
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$188,674.16	\$188,674.16



**PE10-02 Sexually Transmitted Disease (STD)**

Federal Award Identification Number:	NH25PS005149
Federal Award Date:	01/31/24
Budget Performance Period:	01/01/2023-01/31/2025
Awarding Agency:	CDC
CFDA Number:	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	\$3,501,895.00
Project Description:	STD Prevention & Control
Awarding Official:	Cassandra Davis
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53192
Index:	50403

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$49,563.32	\$49,563.32

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

Federal Award Identification Number:	NU90TP922036	NU90TP922036	U3REP190573
Federal Award Date:	06/07/23	06/07/23	09/20/23
Budget Performance Period:	07/01/2023-06/30/2024	07/01/2023-06/30/2024	07/01/2023-06/30/2024
Awarding Agency:	CDC	CDC	DHHS: ASPR
CFDA Number:	93.069	93.069	93.889
CFDA Name:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)	National Bioterrorism Hospital Preparedness Program
Total Federal Award:	8,466,536.00	8,466,536.00	2,753,157
Project Description:	Public Health Emergency Preparedness (PHEP)	Public Health Emergency Preparedness (PHEP)	Hospital Preparedness Program (HPP)
Awarding Official:	Ms. Sylvia Reeves	Ms. Sylvia Reeves	David Csernak
Indirect Cost Rate:	18.06	18.06	18.6%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	53628	53516	53924
Index:	50407	50407	50407

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$46,340.73	\$5,804.16	\$1,297.00	\$53,441.89

**PE62 Overdose Prevention-Counties**

Federal Award Identification Number:	B08TI085829	H79TI085732	NU17CE010191
Federal Award Date:	02/15/23	09/23/22	08/23/23
Budget Performance Period:	10/01/22-9/30/24	9/30/22 - 9/29/23	9/1/23-8/31/24
Awarding Agency:	SAMHSA	SAMHSA	CDC
CFDA Number:	93.959	93.788	93.136
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Opioid STR	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	6547845	\$15,474,271	3854849
Project Description:	Block Grants for Prevention and Treatment of Substance Abuse	Oregon SOR 3 grant	Overdose Data to Action in States
Awarding Official:	Jessica Hartman	Tiffany Clayton	Janelle Vallardes
Indirect Cost Rate:	0.00	3.13%	18.06
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	82340	82446	52125
Index:	87850	87850	50339

Agency	UEI	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$7,385.57	\$18,680.00	\$46,485.00	\$72,550.57

**Attachment D  
Financial Assistance Award (FY25)**

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100  City: Prineville  State: OR Zip: 97754-1802	<b>2) Issue Date</b> Sunday, September 1, 2024	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2024 through June 30, 2025	

<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	\$1,429.39	\$33,687.39
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$11,718.76	\$11,718.76
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$99,221.99	\$99,221.99
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$0.00	\$3,340.68	\$3,340.68
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$69,905.00	\$0.00	\$69,905.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$237,609.14	\$20,000.00	\$257,609.14
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$21,410.75	\$0.00	\$21,410.75
PE36-01	OSTPR Board Primary Prevention Funding	\$0.00	\$99,482.00	\$99,482.00
PE40-01	WIC NSA: July - September	\$53,121.00	\$0.00	\$53,121.00
PE40-02	WIC NSA: October - June	\$159,364.00	\$0.00	\$159,364.00
PE40-05	Farmer's Market	\$2,366.00	\$0.00	\$2,366.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$6,421.00	\$0.00	\$6,421.00
PE42-04	MCAH Babies First! General Funds	\$7,138.00	\$0.00	\$7,138.00
PE42-11	MCAH Title V	\$22,127.00	\$0.00	\$22,127.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,690.00	\$0.00	\$11,690.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$61,426.00	\$0.00	\$61,426.00
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	\$12,659.57	\$0.00	\$12,659.57
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,730.00	\$0.00	\$38,730.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-01	LPHA Leadership, Governance and Program Implementation	\$318,415.74	\$156,993.12	\$475,408.86
PE62	Overdose Prevention-Counties	\$112,076.00	\$0.00	\$112,076.00
PE63	MCAH LPHA Community Lead Organizations	\$74,018.00	\$0.00	\$74,018.00
		\$1,415,489.02	\$392,185.94	\$1,807,674.96

5) Foot Notes:	
PE10-02	09/2024: SFY25 Award created solely with rollover of unspent funds from SFY24; no new funds added or will be added; funds to be spent by 06/30/2025.
PE36	7/2024: Funding available 7/1/24-9/30/24
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.
PE40-05	8/2024: Prior Footnote Null and Void

6) Comments:	
PE01-01	9/2024: Rollover SFY24 unspent funds of \$1,429.39
PE01-08	09/2024: Rollover unspent SFY24 funds of \$11,718.76
PE01-09	9/2024: Rollover unspent SFY24 funds of \$99,221.99
PE10-02	09/2024: rollover unspent SFY24 funds of \$3,340.68
PE13	
PE36-01	9/2024: Funds available 10/1/2024-6/30/2025 only
PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$10,624 on Nutrition Ed, \$1,749 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$31,873 on Nutrition Ed, \$5,247 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE51-01	9/2024: Rollover unspent SFY24 funds of \$156,993.12
PE62	8/2024: \$66,485 available 9/1/24-6/30/2025 only. 7/15/2024: \$16,885.22 available 7/1/24-8/31/24 only; \$1,794.11 available 9/1/24-9/29/24 only; \$26,911.67 available 10/1/2024-6/30/25 only.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting

7) Capital outlay Requested in this action:				
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 E**

**Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)**

**PE01-08 COVID Wrap Direct Client Services**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/01/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	2,486,047.00
Project Description:	Oregon 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53868
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,718.76	\$11,718.76

**PE01-09 COVID-19 Active Monitoring - ELC**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/01/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	2,486,047.00
Project Description:	Oregon 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53708
Index:	50401

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$99,221.99	\$99,221.99

**PE10-02 Sexually Transmitted Disease (STD)**

Federal Award Identification Number:	NH25PS005149
Federal Award Date:	08/28/24
Budget Performance Period:	01/01/2023-02/28/2026
Awarding Agency:	CDC
CFDA Number:	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	\$4,663,090.00
Project Description:	Strengthening STD Prevention and Control for Health Departments (STD PCHD)
Awarding Official:	Tichelle Kramer
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53192
Index:	50403

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$3,340.68	\$3,340.68

# 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:** 10/21/2024

**Meeting date desired:** 10/30/2024

**Subject:** Airport- CORE Grant agreement/signature request

**Background and policy implications:**

The Airport has been selected to receive a (CORE/State) construction grant for the reconstruction of runway 33/15. This specific grant from the state is in support of Crook county in order to recover a portion of the FAA required 10% match of the total project cost.

Design and engineering is complete, construction scheduled to start mid-November 2024.

**Budget/fiscal impacts:**

Total project funding is FAA – \$4,025,270 / State -\$250,00 / Local – \$197,252  
- \$4,472,522 Total

**Requested by:**

*Kelly Coffelt Airport Manager.*

**Presenters:**

*Kelly Coffelt – Airport Manager*

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

*Legal reviewed - John Eisler*



GRANT AGREEMENT  
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT  
Prineville/Crook County

Project Name: Runway 15-33 Rehabilitation: Phase 2 Construction

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, ODAV, and Crook County, a public entity acting by and through its elected officials, Recipient, ODAV and Recipient, collectively the Parties.

**BACKGROUND**

A. The State of Oregon has established the Aviation System Action Program (the Program) pursuant to ORS 319.023(5).

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) Airport Improvement (AIP) Grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the Project). The Project will benefit the **Prineville Airport** (the Airport).

D. ODAV approved a grant in the maximum amount of **\$250,000.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

**1. Effective Date.** This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the Effective Date). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the Availability Termination Date). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

**2. Agreement Documents.** This Agreement consists of this document and the following documents:

- a. Exhibit A **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B **Application and documents provided by Recipient to ODAV prior to the execution of this Agreement**
- c. Exhibit C **Subcontractor Insurance Requirements**

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

**3. Project Cost; Grant Funds; Match; Reimbursement Rate.**

- a. **Project Cost:** The total Project cost is estimated at **\$4,472,522.00** (the ~~%~~Total Project Cost+DA) of which **\$4,025,270.00** is being funded by an FAA AIP grant to Recipient (the ~~%~~FAA Grant Amount+DA). The difference between the Total Project Cost and the FAA Grant Amount, **\$447,252.00**, is the ~~%~~Gap Amount.+
- b. **Grant Funds; Match:** ODAV shall provide grant funds to Recipient in an amount not to exceed **\$250,000.00** or **5.59%** of the Total Project Cost, whichever is less (the ~~%~~Grant Funds+DA). Recipient shall be responsible for providing matching funds in the amount of **\$197,252.00** or **10%** of the Gap Amount, whichever is greater, for its portion of the Total Project Cost as reflected in Exhibit A, Table 2 (Funding Breakdown).
- c. **Reimbursement Rate:** ODAV shall reimburse Recipient for **5.59%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$250,000.00**. ODAV will withhold five percent (5%) from each disbursement as Retainage (the ~~%~~Retainage+DA) which is payable as provided in Section 9.c.

**4. Project Implementation and Completion.** Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODAV. In accordance with the provisions of Section 6, Recipient shall notify ODAV in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODAV.

**5. Grant Funds**

**a. Use of Grant Funds; Grant Award; No Exclusive Right.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODAV approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.d.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, the Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

**b. Eligible Project Costs.** The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODAV, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODAV (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

**c. Ineligible Project Costs.** The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

**d. Request for Reimbursements.** ODAV will disburse Grant Funds to the Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODAV's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODAV may request in its reasonable discretion. In no case will ODAV reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

**6. Project Change Procedures.** Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODAV's Program Coordinators:

**a.** If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODAV's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

**b.** Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODAV's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODAV. ODAV may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

**7. Inspection.** ODAV may inspect the Project on a periodic basis and at Project completion. ODAV may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODAV in its sole discretion.

## **8. Reporting.**

**a. Milestone Progress Reports.** On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODAV's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

**b. Final Report.** Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the Final Report) to ODAV's Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in the Recipient's Project application;
- iii. Data on the methodology that measures the Project's success as described in the grant application.

Recipient's obligation to provide this report survives expiration of this Agreement. Recipient shall use Final Report form, which Recipient must also sign.

## **9. Disbursement and Recovery of Grant.**

**a. Disbursement Generally.** ODAV shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODAV within forty-five (45) days of ODAV's approval of a Request for Reimbursement from Recipient.

**b. Conditions Precedent to Disbursement.** ODAV's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV's financial system for the disbursement of Grant Funds.

**c. Retainage.** ODAV will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the % Retainage). ODAV will release the cumulative Retainage to Recipient only after ODAV certifies the Project as complete.

**d. General Right to withhold Payments.** ODAV reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODAV reserves the right to reallocate any portion of the Grant Funds that ODAV estimates the Recipient will use.

**e. Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ~~Or~~ Misexpended Funds ~~Do~~ that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODAV. Recipient shall return all Misexpended Funds to ODAV promptly after ODAV's written demand and no later than fifteen (15) days after ODAV's written demand. Recipient shall return all unexpended Grant Funds to ODAV within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

**10. General Representations and Warranties of Recipient.** Recipient represents and warrants to ODAV as follows:

**a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODAV immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

**e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

## **11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.**

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODAV all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODAV \$65,000 of Grant Funds ( $\$100,000/20 \text{ years} = \$5,000$ ;  $\$5,000 \times 13 \text{ years} = \$65,000$ ).

**b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.**

## **12. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODAV, the Secretary of State of the State of Oregon (the Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODAV, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODAV, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

**c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODAV under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODAV to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

### 13. Recipient Subagreements and Procurements.

**a. Subagreements generally.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, ~~%subagreements+D~~ or performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODAV as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODAV as an additional obligee on contractors' ~~o~~ bonds.
- iii. Upon ODAV's request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODAV any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

**b. Conflicts of Interest; Private Recipients.** If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of the Recipient ~~C~~ Recipient Person ~~+D~~
- ii. A Recipient Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;



- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

**c. Conflicts of Interest; Public Recipients.** If Recipient is a public body, as defined in ORS 174.109, Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

**d. Subagreement indemnity; insurance.**

- i. **Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 Claims to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODAV, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.**
- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

**e. Procurements for Public Recipients.** If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

**f. Procurements for Private Recipients.** If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

#### **14. Termination and ODAV Rights Upon Termination.**

**a. Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.

**b. Termination by ODAV.** ODAV may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODAV, under any of the following circumstances:

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;

- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

**c. ODAV's Rights upon Termination.** Upon termination under Section 14(a) or Section 14(b) above, ODAV may:

- i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.

ODAV's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 15. GENERAL PROVISIONS:

- a. Contribution.

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

**b. Indemnification and Hold Harmless.** Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODAV harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODAV may incur from Recipient's performance of this Agreement.

**c. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**f. No Third Party Beneficiaries.** ODAV and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODAV, such facsimile transmission must be confirmed by telephone notice to ODAV Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

**h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, ~~%Claim-Do~~ Claim-Do) between ODAV (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**i. Compliance with Law.** Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Costs and Expenses Related to Employment of Individuals; Insurance; Workers Compensation.** Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employers' liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODAV. Recipient has no right or authority to incur or create any obligation for or legally bind ODAV in any way. ODAV cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an officer, an employee, or an agent of ODAV, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

**m. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**n. Integration and Waiver.** This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODAV to enforce any provision of this Agreement shall not constitute a waiver by ODAV of that or any other provision.

**o. Questions;** Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation  
Attn: Program Coordinators: Andria Abrahamson, Ermie Buncal, or each of their successors  
3040 25th Street SE  
Salem, OR 97302

**Andria Abrahamson, Program Coordinator**  
andria.abrahamson@odav.oregon.gov  
503-302-3645

**Ermie Buncal, Program Coordinator**  
ermie.m.buncal@odav.oregon.gov  
503-302-9262

In the absence of any of the above-named individuals during the term of this Agreement, ODAV shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW



THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

**Crook County** by and through its elected officials

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
(Legally designated representative)

Date \_\_\_\_\_

**STATE OF OREGON**, by and through its Oregon Department of Aviation

By \_\_\_\_\_  
Director

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250000)

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

**Recipient Contact:**

Kelly Coffelt, Airport Manager  
4585 SW Airport Rd  
Prineville, Oregon, 97754  
(541) 416-0805  
Kcoffelt@cityofprineville.com

**ODAV Contacts:**

Andria Abrahamson, Program Coordinator  
3040 25th Street SE  
Salem, OR 97302  
503-378-4881  
Andria.Abrahamson@ODAV.Oregon.Gov

Ermie Buncal, Program Coordinator 3040  
25th Street SE  
Salem, OR 97302  
503-302-9262  
Ermie.M.Buncal@ODAV.Oregon.Gov



**EXHIBIT A**  
**Project Description, Milestones, Schedule and Budget**

**Application Number:** COAR-2024-S39\*-00046

**Project Name:** Runway 15-33 Rehabilitation: Phase 2 Construction

**A. PROJECT DESCRIPTION**

Runway 15-33 Rehabilitation: RW 33 Threshold Relocation (500'), RW widening (40' to 60') and full length pavement rehabilitation, New RW MIRL and signage system, RW MagVar Change (16-34), and associated electrical and drainage improvements.

This Phase II-Construction project will complete the project Construction, AGIS As-Built Survey, and SDC services. This Phase II project is programmed with FAA to be funded (AIP) and constructed in 2024.

**B. PROJECT MILESTONES AND SCHEDULE**

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODAV Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: 09/06/24

The anticipated completion date of the Project is: **10/01/26**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	25% Completion	09/06/24	01/31/25
2.	50% Completion	02/01/25	05/31/25
3.	75% Completion	06/01/25	09/30/25
4.	100% Completion	10/01/25	10/01/26

Table 2: Funding Breakdown

1	<b>COAR Grant Award Amount</b>	\$250,000.00
2	<b>Recipient Match</b>	\$197,252.00
3	<b>FAA Grant Award Amount</b>	\$4,025,270.00
4	<b>TOTAL PROJECT COST</b>	<b>\$4,472,522.00</b>

EXHIBIT C

Subcontractor Insurance Requirements

**GENERAL**

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

## TYPES AND AMOUNTS

- 1 **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
- 2 **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODAV. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODAV:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.

- 3 **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Automobile Liability Insurance must be in not less than the following amounts as determined by ODAV:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- 4 **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODAV, its officers, employees and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- 5 **TAILOR COVERAGE.** If any of the required insurance policies is on a ~~%~~claims made-~~A~~ basis, such as professional liability insurance, the contractor shall maintain either ~~%~~tail-~~A~~ coverage or continuous ~~%~~claims made-~~A~~ liability coverage, provided the effective date of the continuous ~~%~~claims made-~~A~~ coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Sponsor's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain ~~%~~tail-~~A~~ coverage and if the maximum time period ~~%~~tail-~~A~~ coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODAV may grant approval of the maximum ~~%~~tail ~~%~~ coverage period reasonably available in the marketplace. If ODAV approval is granted, the contractor shall maintain ~~%~~tail-~~A~~ coverage for the maximum time period that ~~%~~tail-~~A~~ coverage is reasonably available in the marketplace.
- 6 **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.
- 7 **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a ~~%~~claims made-~~A~~ basis, the extended reporting period applicable to ~~%~~tail-~~A~~ or continuous ~~%~~claims made-~~A~~ coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODAV and the contractor shall pay for all deductibles, self-insured retention or self-insurance.
- 8 **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODAV under this Agreement and to provide updated requirements as mutually agreed upon by ODAV and Recipient.
- 9 **ODAV ACCEPTANCE.** All insurance providers are subject to ODAV acceptance. If requested by ODAV, Recipient shall provide complete copies of its Contractor's insurance policies, endorsements, self-insurance documents and related insurance documents to ODAV's representatives responsible for verification of the insurance coverages required under this Exhibit C.

**The Recipient shall immediately notify ODAV of any change in insurance coverage.**

## AGENDA ITEM REQUEST



**Date:**

10/16/2024

**Meeting date desired:**

10/30/2024

**Subject:**

*Transportation Safety Action Plan Procurement*

**Background and policy implications:**

*Following receipt of a federal grant, the County initiated a procurement for a consultant to assist with a Transportation Safety Action Plan via a Request for Proposals (RFP). The resulting contract will be a personal services contract under our code at CCC 3.12.110. The RFP followed the selection procedures of ORS 279C.110. Scoring categories included an evaluation of professional qualifications, performance examples, project understanding, approach, and local knowledge.*

*TSAP is a critical opportunity to improve understanding of transportation safety needs and identify proactive solutions to improve safety now and into the future. This is particularly important as Crook County is rapidly growing.*

*Proposals were due October 7, 2024. The sole proposal received was from Parametrix, and the proposal was fully responsive to the RFP. Staff's recommendation is to nominate Parametrix as the proposer whose proposal is most advantageous to the County.*

*Following the Board's nomination, County legal staff and Parametrix will begin negotiating the appropriate scope and fees before bringing a final contract back for execution.*

**Budget/fiscal impacts:**

*The budgetary and fiscal effects are yet to be determined and will be offset by grant funding.*

**Requested by:**

*Will VanVactor, Community Development Director  
will.vanvactor@crookcountyor.gov, phone 541-447-3211*

**Presenters:**

*Will Van Vactor*

*John Eisler*

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

*Yes*

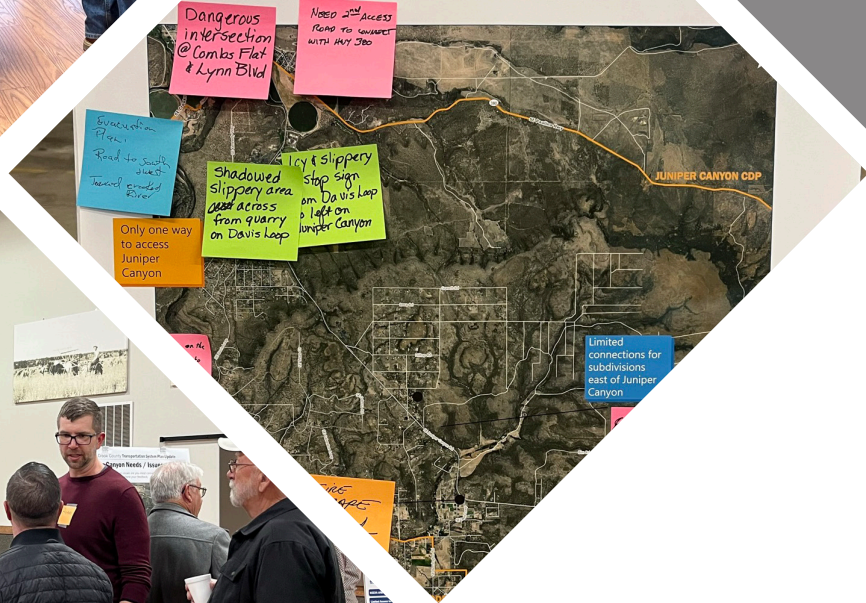


# Crook County Transportation Safety Action Plan



## Juniper Canyon Needs / Issues

What transportation issues are you most concerned about? Place a sticky note to share your feedback.



# Table of Contents

## Transmittal Letter

Proposed Staff .....	1
Performance Examples .....	5
Project Understanding .....	8
Project Approach .....	9
Local Knowledge .....	15

## Addenda

### Resumes

Erin David .....	R-1
Ryan Farncomb .....	R-2
Kate Bradbury .....	R-3
Mitch Hadfield .....	R-4
Eddie Montejo .....	R-5
Kendra Ely .....	R-6

### Forms/Proposal Packet

Proposer's Information

Proposer's Certificate

Acknowledgment of Insurance Requirements

Will VanVactor | Crook County  
300 NE Third Street, Prineville, Oregon 97754  
Submitted via: [rfps@crookcountyor.gov](mailto:rfps@crookcountyor.gov)

October 7, 2024

**RE: Cover Letter for Crook County Transportation Safety Action Plan**

Dear Will VanVactor and Selection Committee Members,

As national crash trends reveal the danger of our roadways, unprecedented levels of federal funding are available for communities to make measurable impacts on reversing this trend. Crook County is capitalizing on this funding opportunity to develop a Transportation Safety Action Plan (TSAP), which will help the County identify strategies and projects to improve transportation safety while also preparing for future Safe Schools for All (SS4A) grant cycles. The Crook County TSAP will identify critical actions, processes, and procedure improvements as well as projects and strategies to improve transportation safety and reduce fatal and severe injury crashes. The Parametrix team offers:

- ▶ **A talented, cross-disciplinary team.** We have analyzed crash data, developed a systemic understanding of crash risk, and translated what we have learned into actionable projects, policies, and strategies that leverage proven safety countermeasures in communities across the western United States. We bring lessons learned from previous TSAPs, which will provide relevant insights for Crook County at all stages of the planning process.
- ▶ **Proven experience in SS4A plan development.** Our team has led the development of adopted action plans under the SS4A grant program, including plans that directly support successful implementation grants. Our approach will weave together data analysis results with community input to identify solutions that best respond to community needs while meeting action plan requirements. This process facilitates the identification of projects and strategies that align with implementation funding opportunities.
- ▶ **Firsthand local relationships and understanding.** Parametrix is currently leading the Crook County Transportation Safety Plan (TSP) update, as well as the Prineville TSP update. We understand Crook County and its transportation system and can leverage existing relationships to deliver the TSAP effectively and efficiently, while aligning this process with local goals and needs.
- ▶ **A collaborative, flexible approach.** Through a close partnership with County staff and flexible project structure, Parametrix offers the capacity and agility required to deliver a project of this complexity. Our team has helped other communities navigate this process creatively and effectively. By advancing tasks concurrently and emphasizing close collaboration and transparent communication with your staff, we will be able to identify potential roadblocks and respond to SS4A program needs.

We look forward to working with you to develop a strategy that will improve safety for all community members. Please contact me with any questions or concerns regarding the attached proposal.

Sincerely,



Erin David, AICP, Project Manager | 503.388.7485 | [edavid@parametrix.com](mailto:edavid@parametrix.com)

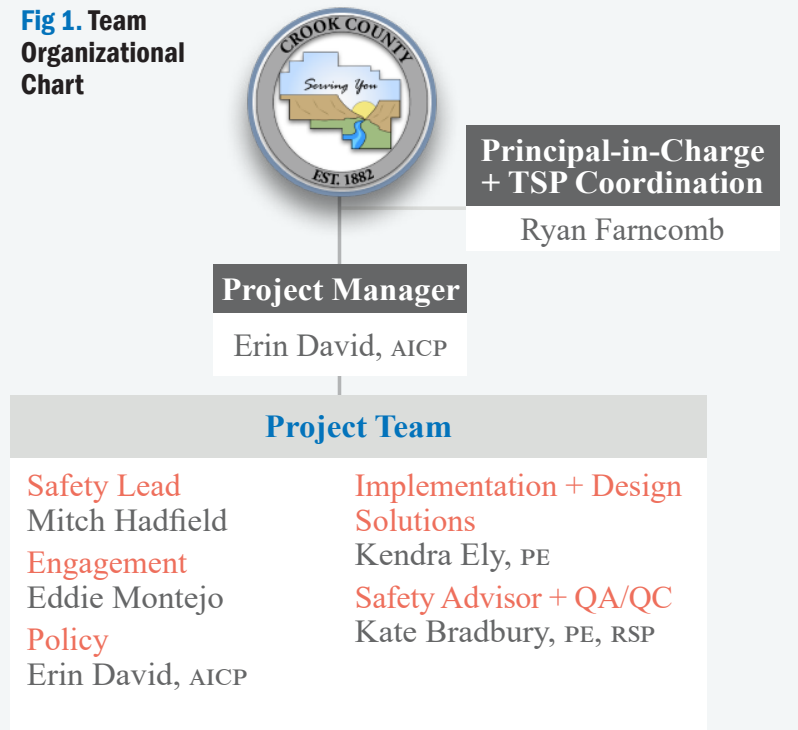


# 1. Professional Qualifications

## Proposed Staff

This project requires a specialized team that can maximize the value of your budget. We have identified a team of specialists that can address all project elements while remaining efficient to deliver the project within the available budget. The Parametrix team of policy specialists, design and engineering professionals, and outreach facilitators brings extensive experience conducting safety analyses, developing strategies and projects that respond to safety challenges, and implementing Vision Zero and Safe System policies and programs.

**Fig 1. Team Organizational Chart**



### Erin David, AICP | Project Manager and Policy

Project Manager Erin David has extensive experience guiding safety-focused projects across the western US. Currently, Erin is leading the Parametrix team in supporting the Douglas County TSAP, focusing on community engagement and policy development. Erin also played a key role in the El Paso, Texas Vision Zero plan, which positioned the City to successfully apply for \$9 million in SS4A implementation funding. *With a background in managing multi-disciplinary teams on projects ranging from system-level planning studies to corridor-level conceptual design, Erin is committed to improving safety for vulnerable road users through her collaborative work style.*

### Similar/Relevant Project Experience

- ▶ Douglas County Transportation Safety Action Plan | Douglas County, OR
- ▶ The 29th and 33rd Safety and Mobility Study | City of Vancouver, WA
- ▶ Crook County Transportation System Plan | Crook County, OR
- ▶ City of Newberg, OR Urban Design Verification | Oregon Department of Transportation (ODOT)
- ▶ El Paso Vision Zero | City of El Paso, TX
- ▶ Statewide Active Transportation Plan | Washington Department of Transportation (WSDOT)
- ▶ Fourth Plain Investment and ARPA Funding Strategy | City of Vancouver, WA
- ▶ Modesto School Safety Program | City of Modesto, CA

- MS, Planning
- BA, Sociology & Religious Studies
- American Institute of Certified Planners

# 1. Professional Qualifications



15% available

- BA, Planning & Environmental Policy
- MURP, Urban & Regional Planning

## Ryan Farncomb | Principal-in-Charge and TSP Coordination

Ryan brings 16 years of experience in leading transportation policy and plan development for diverse communities, ranging from small town parking policies to comprehensive streets policies in larger metropolitan areas. Currently, Ryan is leading both the Crook County's TSP Update and the City of Prineville's TSP Update. He will collaborate closely with Erin and the County to ensure consistency across projects and identify opportunities to leverage resources. With extensive experience in guiding transportation plans and corridor projects in Oregon, Ryan is particularly familiar with the Crook County and Central Oregon context. *Ryan will serve as the PIC, ensuring the team has the necessary resources to be successful and providing invaluable support and guidance. His insights will help align our national transportation safety experience with local priorities.*

### Similar/Relevant Project Experience

- ▶ The 29th and 33rd Safety and Mobility Study | City of Vancouver, WA
- ▶ Crook County Transportation System Plan | Crook County, OR
- ▶ Fourth Plain Investment and ARPA Funding Strategy | City of Vancouver, WA
- ▶ Douglas County Transportation Safety Action Plan | Douglas County, OR
- ▶ Olney Pedestrian and Bike Improvements | City of Bend, OR
- ▶ Fourth Plain Traffic Safety Study | City of Vancouver, WA



30% available

- MA, Civil Engineering
- BA, Civil Engineering
- Professional Engineer: WA
- Road Safety Professional

## Kate Bradbury, PE, RSP | Safety Advisor and QA/QC

Kate is an engineer and road safety professional with over 15 years of experience as a project manager, task lead, and analyst. She is proficient in cultivating robust coordination and collaboration across diverse teams and bridging the gap between planning and engineering. She also excels at communicating data and information in both technical and public-facing formats, particularly for safety projects. Her projects have involved roadway safety analysis and planning, the Safe System Approach, systemic safety analyses, countermeasure identification, SS4A SAPs, and Highway Safety Manual implementation. *Kate will provide technical guidance and oversight for the safety analysis and overall Safety Action Plan to ensure that the plan meets required objectives and complies with funding requirements.*

### Similar/Relevant Project Experience

- ▶ Mountainland Association of Governments (MAG) Safety Action Plan | Summit, Utah, and Wasatch Counties, UT
- ▶ SAP and Implementation Grant | Provo City, UT
- ▶ Road Safety Audits for Olympic National Park | Federal Highway Administration
- ▶ US 2 Trestle Capacity Improvements & Westbound Trestle Replacement | WSDOT
- ▶ NE 112th Avenue Safety and Mobility Project | Vancouver, WA
- ▶ Interstate Bridge Replacement Program | WSDOT and ODOT
- ▶ I-5/US 2 Interchange Planning Study | City of Everett, WA

# 1. Professional Qualifications



25% available

- MS, Civil Engineering
- BS, Civil Engineering

## Mitch Hadfield | Safety Lead

Mitch brings 5 years of transportation safety experience across Oregon, Arizona, Idaho, Iowa, Utah, and Washington. He has worked on over 100 traffic impact studies in both urban and rural communities. His expertise includes SAPs, active transportation SAPs, road safety audits, crash prediction analyses, and strategic highway safety plans. Mitch's experience encompasses crash data analysis, crash prediction analysis using the Interactive Highway Safety Design Model (IHSDM), and conducting geospatial transportation analyses and mapping with ArcGIS Pro. *Mitch will lead the safety analysis team, developing approaches to meet plan objectives, comply with state funding requirements, and facilitate the identification of projects and strategies.*

### Similar/Relevant Project Experience

- ▶ The 29th and 33rd Safety and Mobility Study | City of Vancouver, WA
- ▶ Crook County Transportation System Plan | Crook County, OR
- ▶ City of Carlton Transportation System Plan Update | ODOT
- ▶ Arizona Active Transportation SAP | Statewide, AZ
- ▶ WFRC Comprehensive Safety Action Plan | Salt Lake City, UT
- ▶ South Carolina Pedestrian and Bicycle Safety Action Plan | SCDOT
- ▶ LCVMPPO Regional Safety Action Plan | Lewis Clark Valley MPO



25% available

- MURP, Urban & Regional Planning
- BA, Environmental Studies/Solar & Renewable Energy

## Eddie Montejo | Engagement

Eddie is a transportation planner with 11 years of experience specializing in how to make small- and medium-sized Pacific Northwest cities safer and more comfortable places to travel on foot or via bicycle or bus. Eddie is passionate about leveraging transportation investments to support equitable livability, community health, and improved access to essential services and economic opportunities. He has developed numerous cost-effective outreach programs that use a range of in-person and online tools, provided in both English and Spanish, to maximize the reach of engagement opportunities. *Eddie will lead public engagement activities and oversee the equity analysis to identify the right tools and strategies for engaging with the Crook County community, including those typically underrepresented in planning processes.*

### Similar/Relevant Project Experience

- ▶ Fourth Plain Traffic Safety Study | City of Vancouver, WA
- ▶ City of Cannon Beach Transportation System Plan | ODOT
- ▶ Mosier to the Dalles Trail Concept Development | Friends of the Columbia Gorge
- ▶ Lava Butte to La Pine Bike and Pedestrian Plan | ODOT
- ▶ Douglas County Transportation Safety Action Plan | Douglas County, OR
- ▶ SR 305 Corridor Transportation Study | Poulsbo, WA
- ▶ Fourth Plain Investment and ARPA Funding Strategy | City of Vancouver, WA

Page 58

# 1. Professional Qualifications



25% available

- BS, Civil Engineering
- Professional Engineer: OR

## Kendra Ely, PE | Implementation and Design Solutions

Kendra brings 9 years of experience and is a civil designer specializing in transportation projects for local agencies. Kendra designs with the end in mind and is passionate about designing safe, efficient transportation systems to improve the community. Her project experience includes designing enhancements for urban arterials and corridors, as well as nonmotorized and pedestrian traffic. She has worked on several projects throughout Deschutes County and within the City of Bend, including the Old Bend-Redmond Highway and the Newport Corridor Improvements. She is experienced with software such as MicroStation, InRoads, and AutoCAD Civil 3D. *Kendra will lead the development of recommended solutions in Task 6.1a, including development of planning level cost ranges.*

### Similar/Relevant Project Experience

- ▶ Crook County Transportation System Plan | Crook County, OR
- ▶ Olney Pedestrian and Bike Improvements | City of Bend, OR
- ▶ City Prineville Transportation System Plan Update 2022 | ODOT
- ▶ South Century Drive Sunriver Corridor Intersections Improvement | Deschutes County, OR
- ▶ SW 257th Drive Corridor Improvements | Multnomah County, OR
- ▶ Mobility Hub | Oregon Cascades West Council of Governments
- ▶ Midtown Pedestrian and Bicycle Feasibility Study | KPFF/City of Bend

## Fig 1. Current Team Assignments

Current assignments will not be in conflict with the team's ability to address the work as identified.

NAME, LOCATION	ROLE	CURRENT ASSIGNMENTS
<b>Erin David, AICP</b> Portland, OR	Project Manager and Policy	<ul style="list-style-type: none"> <li>▶ Crook County TSP Update</li> <li>▶ WSDOT Active Transportation Staff Augmentation On Call</li> <li>▶ Woodburn Urban Design Verification Study</li> </ul>
<b>Ryan Farncomb</b> Portland, OR	Principal-in-Charge and TSP Coordination	<ul style="list-style-type: none"> <li>▶ Crook County TSP Update</li> <li>▶ Prineville TSP Update</li> <li>▶ ODOT Climate Office Technical Analysis and Support</li> </ul>
<b>Mitch Hadfield</b> Boise, ID	Safety Lead	<ul style="list-style-type: none"> <li>▶ Ada County Highway District Access to Opportunity</li> <li>▶ City of Carlton TSP Update</li> <li>▶ Crook County TSP Update</li> </ul>
<b>Kendra Ely, PE</b> Bend, OR	Implementation and Design Solutions	<ul style="list-style-type: none"> <li>▶ Crook County TSP Update</li> <li>▶ Juniper Canyon Alternatives Evaluation</li> <li>▶ Prineville TSP Update</li> <li>▶ Olney Pedestrian and Bike Improvements</li> </ul>
<b>Eddie Montejo</b> Portland, OR	Engagement Lead	<ul style="list-style-type: none"> <li>▶ ODOT Multimodal Inventory</li> <li>▶ Carlton, OR TSP Update</li> <li>▶ Southwest Regional Transportation Council Freight Study</li> </ul>
<b>Kate Bradbury, PE</b> Seattle, WA	Safety Advisor and QA/QC	<ul style="list-style-type: none"> <li>▶ US 2 Trestle Planning and Environmental Linkages Study</li> <li>▶ I-5 Marvin to Mounts Environmental Assessment</li> </ul>



# 2. Performance Examples

Collectively, our team has led safety-focused TSPs and localized roadway improvement projects. We bring extensive experience developing, conducting, and implementing safety analyses, plans, and projects as well as implementing Vision Zero and Safe System policies and programs. Our extensive experience working within Oregon and with ODOT also positions us to understand the unique state guidelines and practices that will influence the project approach, including the Oregon Highway Plan and transportation safety resources. Finally, our recent experience guiding the TSP update and evaluating new Juniper Canyon connections provides us with unique insight to the challenges and opportunities in Crook County. Following are project examples that highlight our team’s expertise.

## Safety Action Plan | MAG | SUMMIT, UTAH, AND WASATCH, UT

Project is ongoing and scheduled to be completed in October of 2024. The project is on schedule and on budget.

**REFERENCE:** Calvin Clark, MAG, 801.229.3848 or 801.473.1089, cclark@mountainland.org

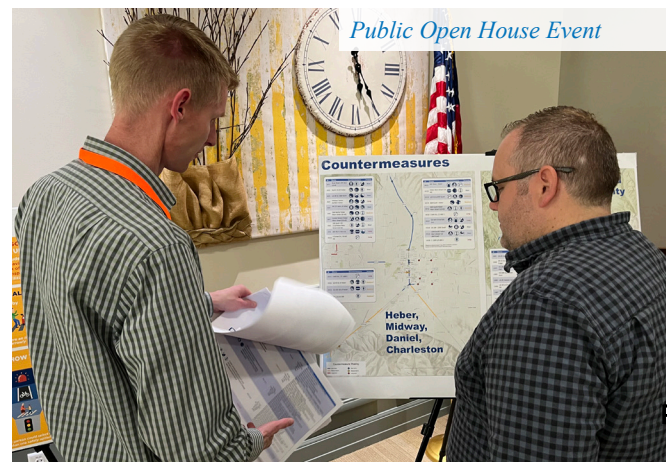
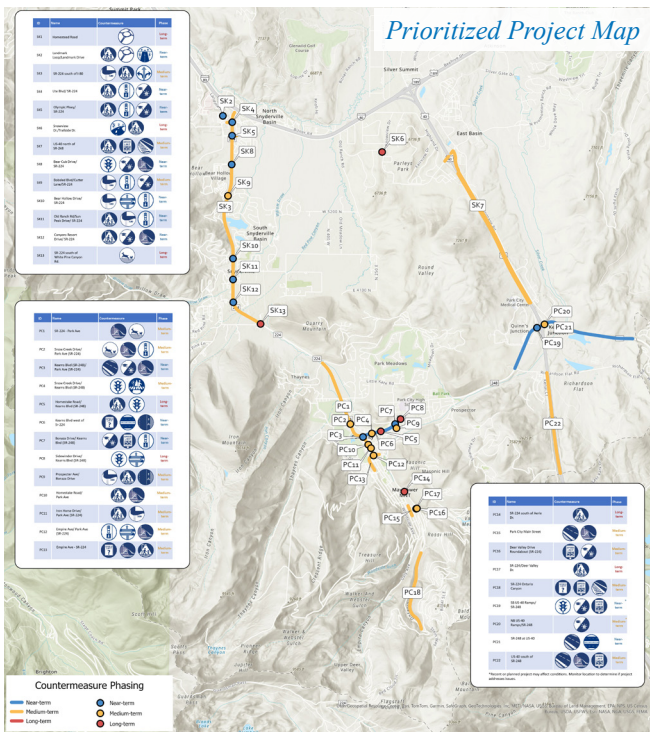
**Website:** <https://www.mountainlandsafeststreets.org>

To improve safety for all roadway users, Parametrix is leading a data-driven SAP for MAG’s Metropolitan Planning Organization (MPO) and Rural Planning Organization (RPO) that encompasses Summit, Utah and Wasatch Counties in Utah. This plan addresses safety issues in urban, rural, and recreation-based areas throughout this region. Parametrix is adding value beyond FHWA’s SAP basic requirements by providing member communities with concept developments and cost estimates to support SS4A grant submittals.

Parametrix is leading equity-focused outreach engagement that incorporates approximately thirty municipalities across three counties. We are using the USDOT-defined transportation-disadvantaged census tract analysis to inform the locations of our in-person outreach events.

Outreach has included public open houses; pop-up events at libraries, festivals, and other community meeting places and events; online surveys; pedestrian intercept surveys; community or interest group interviews; as well as discussions with local government representatives regarding safety concerns, priorities, and project ideas.

The SAP was successfully adopted by MAG, and several implementation and demonstration grants have been awarded to jurisdictions within MAG.





# 2. Performance Examples

## Provo Safety Action Plan | MOUNTAINLAND ASSOCIATION OF GOVERNMENTS | PROVO, UT

Project is ongoing and scheduled to be completed in October of 2024. The project is on schedule and on budget.

**REFERENCE:** Gordon Haight, Provo City, 801.852.6741, ghaight@provo.org

**Project Storymap:** <https://storymaps.arcgis.com/stories/573f1b034f8b46e8bb28632bfc2ba615>

Parametrix rapidly delivered a citywide SAP for Provo City under the SS4A program that was compliant with federal requirements and then immediately developed and applied for an SS4A Implementation Grant.

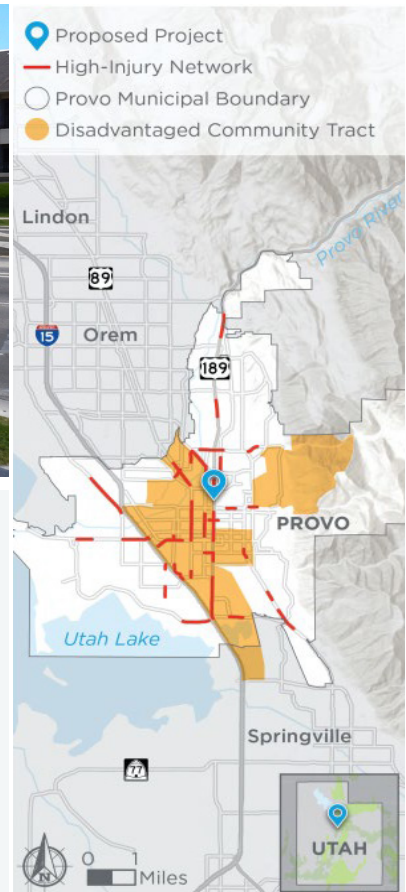
In just 6 weeks, Parametrix refreshed and expanded crash analysis from the recently completed Transportation Master Plan, established equity considerations by census tract using the Justice40 Initiative, and defined the High-Injury Network (HIN).

Engagement with underserved communities and stakeholder outreach played a large role in the final project prioritization and program

selection. This included in-person and online outreach with the community overall in addition to multiple City departments and committees, advocacy organizations, school districts and universities, and other jurisdictions, like the County and the MPO.

Together with programmatic solutions to system safety patterns, Parametrix developed twenty-eight safety projects and prioritized them for short-, medium-, and long-term implementation. The plan, along with the Vision Zero goal, was completed on time and within budget and successfully adopted by the City Council.

*Example of Multimodal Conditions*



### Project Prioritization Table Example

<ul style="list-style-type: none"> <li>35% of crashes involved left-turn                             <ul style="list-style-type: none"> <li>Cluster of 7 left-turn crashes mid-block near north Sam's Club driveway/Residence Inn driveway</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Access management study</li> <li>Raised median</li> <li>Access consolidation</li> </ul>	<p>1</p> <p>3</p>
<ul style="list-style-type: none"> <li>10 sideswipe same-direction crashes</li> </ul>	<ul style="list-style-type: none"> <li>Refurbish center lines, lane lines and pavement edge lines</li> <li>Install retroreflective striping</li> </ul>	<p>1</p>
<ul style="list-style-type: none"> <li>4 pedestrian-involved crashes                             <ul style="list-style-type: none"> <li>3 of 4 at the E Bay Blvd intersection</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Upgrade pavement markings</li> <li>Supplement markings with improved signing</li> <li>Pedestrian refuge (wide intersection)</li> </ul>	<p>2</p>

# 2. Performance Examples

## Crook County Transportation System Plan | CROOK COUNTY, OR

Project is ongoing and scheduled to be completed in December of 2024. The project is on schedule and on budget.

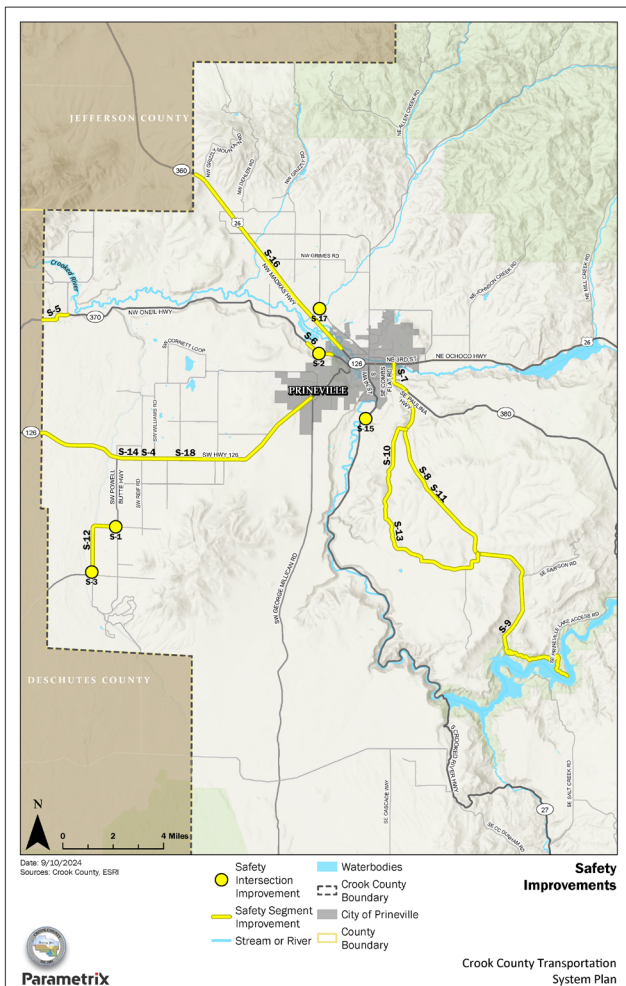
**REFERENCE:** Will VanVector, Crook County, 541.447.3211, Will.VanVector@crookcountyor.gov

**Project Plan:** <https://co.crook.or.us/commdev/webform/cc-tsp-update>

Parametrix is leading Crook County's Transportation System Plan Update. Although the TSP was last updated in 2018, significant growth in Central Oregon and its impact on the area's transportation network has resulted in new challenges not anticipated in the previous plan. Specifically, this growth has revealed new challenges related to transportation safety, the need for increased emergency access, and improved mobility options throughout the County. Data analysis and public feedback have emphasized that improving roadway safety is a key priority for the County. Project recommendations include a range of strategies,

both location-specific and system-wide, that the County can employ to improve safety. These recommendations rely on a data-driven approach to countermeasure selection. The work completed through the TSP related to safety provides a foundation for further exploration as part of the future Transportation Safety Action Plan.

Parametrix is leading all aspects of the TSP update, including public and project partner engagement, existing and future condition analysis, and identification of new project opportunities.





# 3. Project Understanding

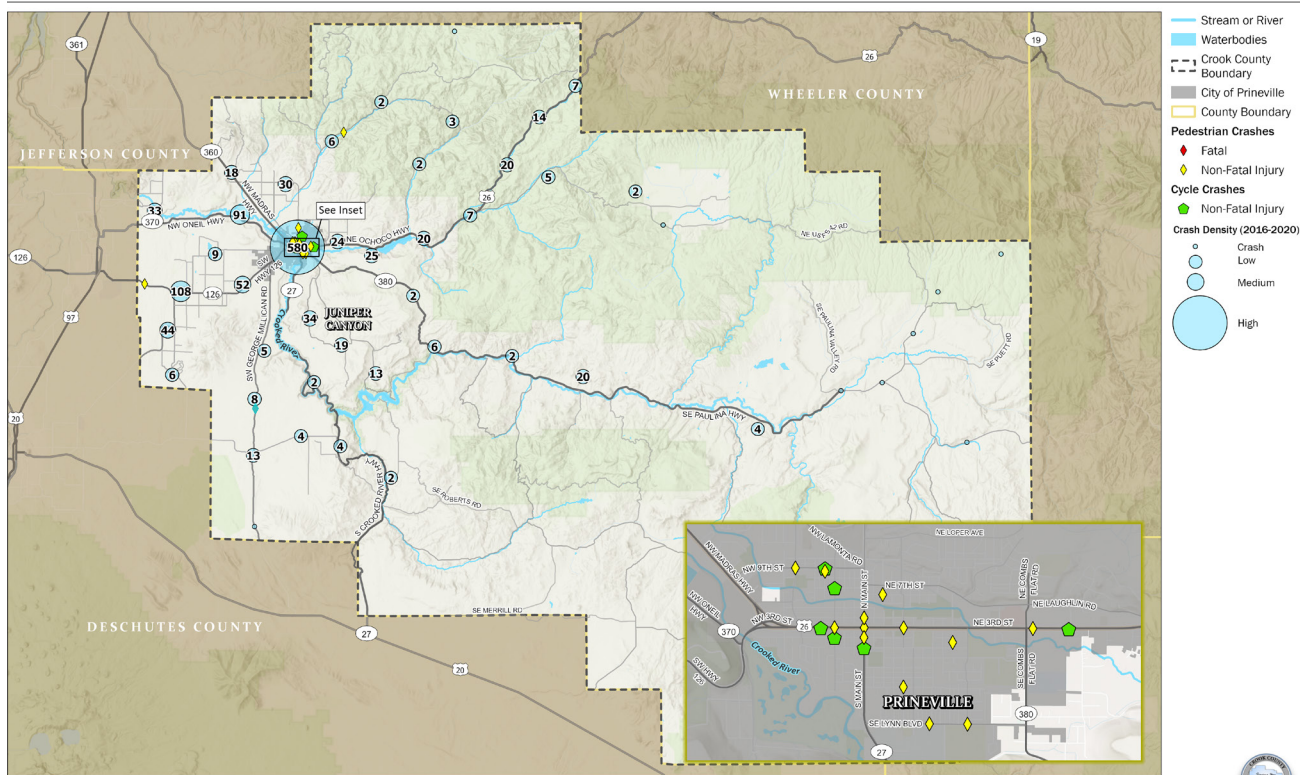
## Project Understanding

The Crook County TSAP is a critical opportunity to improve understanding of transportation safety needs and identify proactive solutions to improve safety now and into the future. This is particularly important as Crook County is rapidly growing. Projected to grow by more than 35% between 2020 and 2045, increased demand on the transportation system may further exacerbate known safety challenges.

The TSAP is well-timed, aligning with the County’s TSP Update. The TSAP can leverage ongoing TSP work, including preliminary safety analysis, to efficiently produce a TSAP that address local needs and qualify the County for SS4A implementation funding. The Crook County TSAP will comply with the requirements specified by the SS4A program and will be structured around the complementary objectives that endorse and

support the Safe System Approach elements: (1) safer people, (2) safer roads, (3) safer vehicles, (4) safer speeds, and (5) post-crash care. While not specified as Safe System Approach objectives, our approach will also emphasize both equity in investment and a culture of safety as critical elements of the TSAP.

The Parametrix team is uniquely positioned to deliver the County’s TSAP, which will build on our experience not only with the ongoing TSP update but also our experience with TSAPs in communities like Douglas County, Oregon and Utah’s MAG. We understand Crook County’s unique context and can apply lessons learned from other communities to efficiently analyze safety data, identify countermeasures, and develop policy and program strategies to advance the County’s safety priorities.



While significant numbers of crashes in Crook County are occurring on state roadways, some of the most serious crashes between 2017 and 2021 occurred on County roadways. The TSAP will dive deeper into the trends and contributing factors to identify location-specific and system-wide countermeasures to respond to safety issues.



# 4. Project Approach

## Project Approach

The following pages describe our approach to the project scope. Our team is experienced in delivering TSAPs on schedule and on budget, while remaining flexible to respond to changing SS4A grant requirements. Our approach will use the following measures to effectively monitor project budget and deliver the project within the one-year timeline:

- ▶ **Leverage the TSP Update:** Our team understands the County’s transportation needs and is ready to hit the ground running. We will leverage data and analysis completed in the TSP, as well as community contacts to advance engagement efforts.
- ▶ **Concurrent Task Execution:** Many tasks within the TSAP can be completed concurrently. For example, both the data-driven analysis and policy and process reviews can advance at the same time, allowing our team to maximize engagement opportunities.
- ▶ **Budget Tracking and Schedule Management:** Through regular check-in meetings and invoicing, Parametrix will provide status updates on budget, schedule, and critical path elements to keep the project on budget and on time. We will partner with the County to identify and respond to potential risks.

## Management Plan

Our team’s project management approach involves preparation of workplans that clearly communicate the project scope; schedule, including critical path items; budgets; staffing requirements; and responsibilities of each team member. Our team maintains tools for scheduling and monitoring staff resources, enabling our team to complete project deliverables and meet client schedules.

Erin David is an adept project manager, bringing years of experience in transportation projects involving safety and traffic analysis, planning, and design. She will begin by confirming the County’s goals for the project and for the community as well as the decision-making structure. She will also confirm the timing of outreach and the key touch points with decision makers into the project schedule. To effectively manage this project, Erin will apply the following principles:

- ▶ Establish and follow a clear plan to keep the project on budget and schedule.
- ▶ Deliver quality work products from the first draft through the final plan.
- ▶ Drive projects forward with productive meetings and action items to hold attendees accountable.

**Team experienced with developing context-sensitive solutions that respond to local needs.**

**Staff experienced with developing SS4A TSAPs that meet all program requirements and successful SS4A Implementation Grant awards.**

**Public engagement facilitators focused on building a shared understanding of equitable needs and strategies.**

**Transportation staff focused on developing safe transportation connections for all modes, ages, abilities, and resources.**

## 4. Project Approach

- ▶ Communicate clearly and frequently with the County and the consulting team.
- ▶ Manage change by daylighting issues early for discussion before they become big problems.

### Quality Assurance/Quality Control

Parametrix is committed to the consistent delivery of quality work products and advocates a culture of quality by conducting extensive quality assurance/quality control (QA/QC) staff training. Our QA/QC lead, Katy Bradbury, brings extensive experience with safety analysis and all aspects of SAP development and will be responsible for making sure that QC is completed during scheduled quality audits throughout the project.

### Task 1. Project Management

#### *Task 1.1 Project Management Administration*

We take pride in our ability to adhere to project schedules and budgets. Our team's project management approach involves the preparation of work plans that clearly communicate the project scope; schedule, including critical path items; budgets; staffing requirements; and responsibilities of each team member. Our team maintains tools for scheduling and monitoring staff resources, enabling our team to complete project deliverables and meet client schedules. We will provide regular updates on project process in both ongoing check in meetings with County staff and through monthly invoices.

#### *Task 1.1a Project Kick-Off Meeting*

At the start of the project, Parametrix will host a project kick-off meeting with County staff. During this meeting, we will confirm project scope and schedule and address project logistics, like communication preferences, ongoing meeting schedules, and file sharing and storage requirements. This meeting will also address the Project Advisory Committee roster (PAC).

#### *Task 1.1b Periodic Check-In Meetings*

We will meet with County staff regularly throughout the project to discuss project status and review key decisions, including upcoming milestones and engagement activities. Parametrix will provide agendas and meeting summaries for each meeting.

#### *Task 1.1c Project Website*

Parametrix will provide narrative, graphics, and other information needed to develop a project website. The County will host the project website. Parametrix will provide regular updates of information to be included on the website, including dates of key engagement events, draft deliverables, and resources to learn more about the SAP process.

### Task 2. Vision, Mission, and Goals

SS4A-compliant TSAPs must include a public commitment from local officials to achieve a goal of zero roadway fatalities and serious injuries. This commitment must identify either a target date to reach zero or target(s) to achieve significant declines in roadway fatalities and serious injuries by a specific date. We understand that many officials are concerned about committing to zero roadway deaths for many reasons. In our experience, we have found that it is easier to identify this commitment by sharing examples of resolutions from other communities, effectively demonstrating the options available under SS4A while better understanding the many concerns and priorities reflected by the commissioners.

Building from this experience as well as the goals established in the TSP update, Parametrix will work with the County to identify the vision, mission, and goals specific for the TSAP as well as the commitment for adoption by County Commissioners.





## 4. Project Approach

### *Systemic Analysis*

Additionally, as data and resources allow, the Parametrix team will employ systemic analyses to determine safety risk areas that would otherwise be overlooked when examining historical data only. Our approach combines guidance from national resources with lessons learned from our team's experience with Vision Zero and the Safe System Approach. Our approach will emphasize being proactive to understand and identify the causes or systemic risk factors associated with the most serious crashes at the county and local levels (e.g., vehicle left-turns, roadside features and clear zone, roadway speeds, cross-sectional characteristics, or other contributing factors, such as distracted driving or speeding). The larger network can then be screened for locations with those risk factors, regardless of crash history.

### *High-Injury Network (HIN)*

HINs can be used to focus local investments on the roadways where the highest number of people are being seriously injured or killed. There are many ways to define a HIN, but it often integrates the analysis of the historical crashes and roadway system to form the HIN definition criteria. This gives the project team the flexibility to craft criteria that is relevant and applicable to the County, provide an overview of the highest-risk locations, and highlight where to focus potentially effective solutions that would reduce death and serious injury.

Because the SAP will identify safety solutions and projects for the HIN and hotspot locations, it is important to align the analysis methodology with the requirements of likely funding sources, such as HSIP and SS4A, which require a history of fatal and serious injury crashes. However, there may be too few high-severity crashes to develop a HIN based on frequency alone. Having developed HINs for other jurisdictions, the project team can use previously developed methodologies and criteria as a basis to develop

an approach tailored to Crook County that results in a meaningful HIN and aligns with funding sources to the greatest extent possible.

### *Equity Review*

Equity is a crucial component of the SS4A program requirements and adds another critical layer to the analysis. Using the Federal Justice40 Initiative criteria and definitions, which are approved for the SS4A program, under-served census tracts will be identified and used as valuable input for project identification and prioritization, funding optimization, and to further enhance our engagement efforts. In addition to Federal data, our team will collaborate with the county to integrate local knowledge, data, and approaches to further identify disproportionate impacts to vulnerable and disadvantaged community members.

### *Countermeasure Identification*

Based on the safety analysis results, our team will identify countermeasures that respond to crash trends and contributing factors. Countermeasure selection will use resources such as ODOT's Countermeasure Search Tool, FHWA Proven Safety Countermeasures, High Safety Manual Crash Modification Factors, and similar resources to identify the most effective treatments. Selected countermeasures will inform project development (Task 6) and may include location-specific improvements or system-wide improvements.

### **Task 5. Engagement**

Our team's engagement and collaboration efforts will support action plan development and meet federal and state requirements. We will develop an engagement plan that identifies the outreach program's tools, timing, and objectives that will guide our work throughout the project and align with available resources. The plan will also focus on equity to engage those who have been historically underrepresented in planning processes. We will seek to better understand how overburdened populations

## 4. Project Approach

use the transportation system and how safety countermeasures could reduce exposure to fatalities and injuries for vulnerable road users.

Based on our local and safety planning experience, we understand which tools to use to support different engagement milestones. Examples of in-person and virtual engagement tools include a website with project updates (See Task 1), public meetings, and coordinating with project partners and local organizations, allowing us to right-size engagement efforts. We will work with the County to identify the appropriate tools for engagement that align with available resources and leverage ongoing planning processes.

### Task 6. Strategy and Project Selection

This task will identify project and strategy recommendations to advance transportation safety in Crook County. In addition to the following outlined actions, Parametrix will also identify possible funding sources that are available for both infrastructure and non-infrastructure recommendations.



*We connected with over eighty community members during the TSP's first engagement milestone through in-person events.*

### Task 6.1a Infrastructure Improvement Countermeasures Locations

Our team will identify projects and treatments to address localized and systemic safety issues enumerated through Task 4 and information gathered from the public through Task 5. We will utilize FHWA Proven Safety Countermeasures, Crash Modification Factors, NHTSA Countermeasures That Work, and cost/benefit evaluation to select the most effective treatments. Our engineering design and cost-estimating staff will provide early insights regarding feasibility and practicality for project selection.

We will identify the top 10 locations based on historic crash data, equity data, public input, and other factors and provide specific project recommendations that leverage the identified countermeasures. We will additionally identify up to three systemic solutions that are expected to have the greatest impact. For each of these projects, we will develop planning level cost estimates to guide project programming and grant applications.

### Task 6.1b Non-Infrastructure Countermeasures

In addition to infrastructure recommendations, we will also identify a range of strategies that can advance the County's goal of reaching zero roadway fatalities and respond to emphasis areas identified through the crash analysis. We will use information gathered throughout the project, including coordinating with the PAC and County staff, as well as best practices and lessons learned from other communities. Recommendations are expected to include programmatic approaches as well as policy and procedure updates that better integrate safety into the County's regular practice.



# 4. Project Approach

## Task 7. Performance Measures

Effective performance measures should meaningfully align with plan goals, including the commitment to reach zero fatal and serious injury crashes, and help guide prioritization of projects for implementation. Further, performance measures should rely on readily available data and be consistent with regional and state measures, as well as the Safe System approach. As part of this task, Parametrix will identify performance measures that align with TSAP priorities as well as state and federal guidance to allow for tracking of progress over time. We will develop a brief memorandum that summarizes the recommended performance measures for review with the County and PAC.

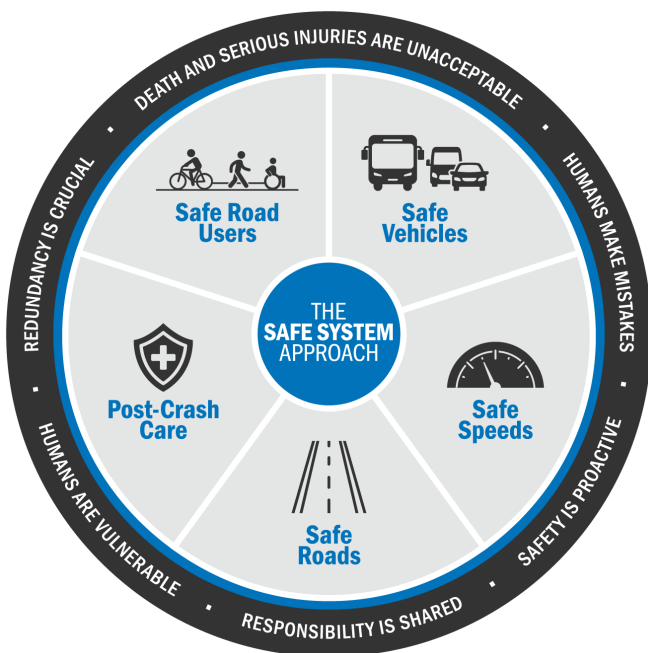
## Task 8. Transportation Safety Action Plan Document

The Parametrix team will develop a comprehensive TSAP that complies with SS4A requirements and includes all necessary components. The documents will clearly identify the prioritized projects and programs—both short- and long-term—that can be implemented to establish a safe system approach and

reduce fatal and serious injuries. The plan will summarize the work done as part of the TSAP process, the Vision Zero leadership commitment and analysis findings, and highlight the projects, strategies, programs, and funding needed to improve safety in the county. We will present the TSAP to the PAC and develop updates for the Planning Commission and Board of Commissioners, with the ultimate goal of plan adoptions.

### Task 8.1 Progress and Transparency

A culture of safety relies on participation not only from County staff and elected officials, but also all community members. To advance this, the Safe System approach emphasizes transparency of all stages of project planning and implementation. Regular reporting to the public on the progress toward zero roadway fatalities and other key performance measures is one way to increase transparency. Building on the performance measures identified in Task 7, Parametrix will recommend a reporting and monitoring strategy, including the method and frequency for reporting.



Early in 2022, the U.S. Department of Transportation developed the National Roadway Safety Strategy, shown to the left. This strategy endorses the vision for zero deaths on the transportation system and adopts the Safe System Approach framework to achieve this goal.

# 5. Local Knowledge

## Local Knowledge

The Parametrix team understands Crook County’s transportation system. Our team has analyzed existing and future traffic conditions, assessed transportation safety trends, engaged with the PAC and community members, and coordinated with ODOT staff to identify solutions that address current and future transportation needs. We are also evaluating alternative access opportunities for Juniper Canyon, which has long been a concern for this growing community. Our experience with the County’s TSP Update as well as the Prineville TSP Update offers us the following insight into the community:

## Traffic and Safety

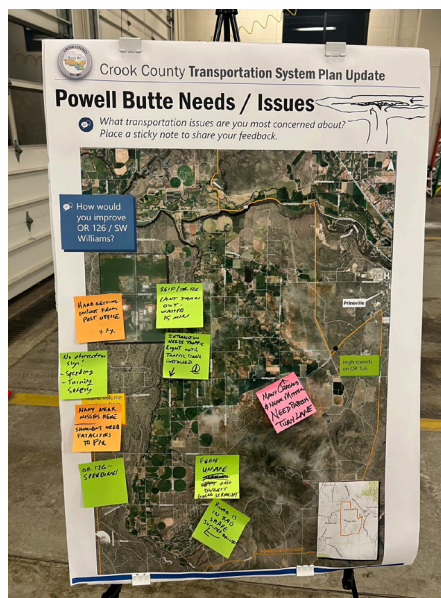
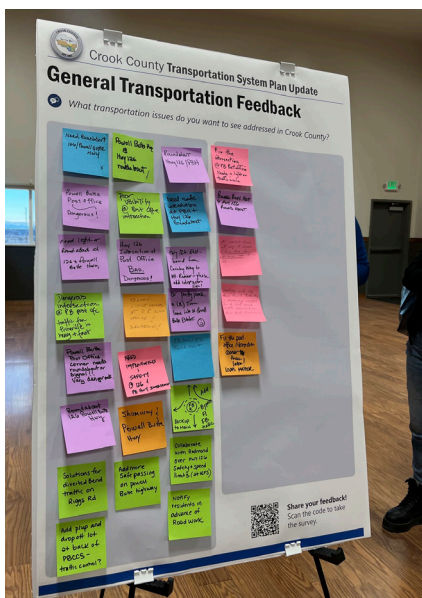
We understand the range of transportation concerns resulting from the rapid increase in county population. Recent growth trends have outpaced previous projections, increasing the demand on County roadways. With increased demand, concerns regarding transportation safety have also increased. Between 2017-2021, more than seven hundred crashes were reported on County roadways, including seventeen deaths and fifty-four serious injuries. The most serious crashes involved contributing factors such as inattention, and speed.

## Community Priorities

Community feedback has reiterated the importance of improving safety on the county’s roadways. Through the TSP update, we’ve heard from community members that safety is a top priority. Comments have identified a desire to slow travel speeds to improve safety for all road users, as well as improving conditions related to turning movements. This baseline understanding will provide a strong foundation for the development of the TSAP, offering insight into crash trends, community priorities, and community concerns not necessarily reflected in reported crash data.

## Community Engagement Strategies

Crook County covers an expansive area and includes a number of distinct communities. Effective engagement activities must include a range of strategies to reach residents across the county. We will build on what we have learned through the TSP Update to identify engagement approaches that offer different ways to share feedback. A combination of in-person events, online tools, and leveraging existing communication channels will help broaden the reach of the TSAP.



We will employ a combination of engagement strategies that can include in-person events, online tools, and leveraging existing communication channels to help broaden the County’s reach and keep the community informed on the TSAP.



## Erin David, AICP

### Project Manager and Policy

Erin is a certified planner focused on improving the safety and comfort of transportation systems in communities across the country. With a background in active transportation planning and data analysis, she approaches each project with an emphasis on helping our most vulnerable road users get to the places they need to go. As an experienced project manager, Erin closely collaborates with project partners, agency staff, and multi-jurisdictional agencies to develop context-appropriate solutions, identify policy and procedure recommendations, and advance plan recommendations to implementation.

**11** years of experience

**40%** available to the project

- MS, Planning
- BA, Sociology & Religious Studies
- American Institute of Certified Planners

### Selected Experience

#### Crook County TSP Update

CROOK COUNTY | CROOK COUNTY, OR

Erin is currently the deputy project manager for the Crook County TSP Update that is addressing significant growth in Central Oregon and its impact on the area’s transportation network. As deputy project manager, Erin is leading the consultant team development of work products that include engagement strategy, solutions development and Juniper Canyon Alternatives Analysis.

#### Douglas County Transportation Safety Action Plan

ODOT | DOUGLAS COUNTY, OR

The Douglas County TSAP will identify projects, policies, programs, and strategies for advancing transportation safety while positioning the County to pursue SS4A Implementation funding. Parametrix is leading community engagement as well as the development of policy and process recommendations. As project manager, Erin is leading these tasks and collaboration with both the project prime consultant and client.

#### El Paso Vision Zero

CITY OF EL PASO | EL PASO, TX

The El Paso Vision Zero Action Plan identified project opportunities and programs for the City to advance for the 2023 SS4A grant application. Erin was assistant project manager, leading the consultant team through the complex and rapid project timeline. She helped guide policy review and recommendations, facilitated data analysis, and represented the project team during advisory committee workshops.

#### Modesto School Safety Program

CITY OF MODESTO | MODESTO, CA

Erin managed the Modesto School Safety Program, providing critical leadership to advance school safety priorities for sixty-eight area schools. She worked closely with City staff to consult with school district representatives, coordinate with the active transportation planning team, and guide the consultant team’s data analysis to identify implementable projects to improve walking and biking safety.



# Ryan Farncomb

## Principal-in-Charge and TSP Coordination

Ryan brings 16 years of experience in leading transportation policy and plan development for diverse communities, ranging from small town parking policies to comprehensive streets policies in larger metropolitan areas. Currently, Ryan is leading both the Crook County’s TSP Update and the City of Prineville’s TSP Update. He will collaborate closely with Erin and the County to ensure consistency across projects and identify opportunities to leverage resources. With extensive experience in guiding transportation plans and corridor projects in Oregon, Ryan is particularly familiar with the Crook County and Central Oregon context.

16 years of experience

15% available to the project

- BA, Planning & Environmental Policy
- MURP, Urban & Regional Planning

### Selected Experience

#### Crook County TSP Update

CROOK COUNTY | CROOK COUNTY, OR

Ryan is the project manager for the Crook County TSP Update that is addressing significant growth in Central Oregon and its impact on the area’s transportation network. Ryan is working closely with Erin and the team to develop work products that include engagement strategy, solutions development and Juniper Canyon Alternatives Analysis.

#### Douglas County Transportation Safety Action Plan

ODOT | DOUGLAS COUNTY, OR

Ryan is leading the Parametrix team in the implementation of a process that hones in on the key areas of the concern, including rural unincorporated communities, coastal areas, and county roads serving regional travel and connecting to jobs. Ryan and his team have digitized numerous transportation features, including the existing sidewalk network, to aid understanding of existing conditions (via GIS data for use by the County into the future).

#### Olney Pedestrian and Bike Improvements Project

CITY OF BEND | BEND, OR

Ryan is leading the planning elements of this project to improve safety and comfort for active transportation users. The team assessed safety and traffic conditions to determine needs, including public engagement to gauge community desires. Ryan then developed alternatives including shared paths, buffered bike lanes, pedestrian crossings, and railroad crossing improvements while considering how the corridor fits into the broader transportation network.

#### Fourth Plain Traffic Study

CITY OF VANCOUVER | VANCOUVER, WA

Ryan was the project manager for this effort to assess safety conditions on a four- and five-lane arterial through Vancouver’s most diverse neighborhoods. The project engaged the community to understand its priorities and develop an improvement program to increase safety and enhance the cycling, walking, and transit environment.





# Kate Bradbury, PE, RSP

Safety Advisor and QA/QC

Kate is an engineer and road safety professional with over 15 years of experience as a project manager, task lead, and analyst. She is proficient in cultivating robust coordination and collaboration across diverse teams and bridging the gap between planning and engineering. She also excels at communicating data and information in both technical and public-facing formats, particularly for safety projects. Her projects have involved roadway safety analysis and planning, the Safe System Approach, systemic safety analyses, countermeasure identification, SS4A SAPs, and Highway Safety Manual implementation.

15 years of experience

30% available to the project

- MA, Civil Engineering
- BA, Civil Engineering
- Professional Engineer: WA
- Road Safety Professional

## Selected Experience

### MAG SAP

MAG | SUMMIT, UTAH & WASATCH COUNTIES, UT

Kate established the safety analysis and HIN development methodologies under the SS4A program. She developed an approach that represented the diverse and varied areas within the MPO and RPO and ensured that the proposed projects also represented the diverse region. She also assisted with countermeasure identification and project development for eventual advancement to implementation. The plan identified nearly three hundred and fifty short-, medium-, and long-term projects to improve safety across the MAG region and set up more than forty jurisdictions to be eligible for SS4A Implementation Grants.

### SAP and Implementation Grant

PROVO CITY | PROVO, UT

Kate managed the crash analysis and HIN development for the citywide SAP under the SS4A program, which was compliant with federal requirements. She also led the team in identifying effective safety

countermeasures and projects across the HIN. The SAP, developed on an accelerated timeline in order to meet program deadlines, was successfully adopted by the City Council. Kate’s work also supported the City’s SS4A Implementation Grant applications for projects identified in the SAP.

### Road Safety Audits for Olympic National Park

FEDERAL HIGHWAY ADMINISTRATION | OLYMPIC PENINSULA, WA

As project manager, Kate managed the analysis of the project sites using the Interactive Highway Safety Design Model software as well as coordinated and conducted the field visits for the road safety audits. She also led the documentation of the analysis, findings, and recommendations resulting from the field visits and stakeholder discussions, in addition to presenting the results to Park staff. The prioritized list of recommended projects has served as the basis for implementing safety projects within the Park and pursuing funding opportunities.



# Mitch Hadfield

## Safety Lead

Mitch brings a wide array of transportation safety experience across several states including Arizona, Idaho, Iowa, Utah, and Washington. He has worked on safety action plans, active transportation safety action plans, road safety audits, crash prediction analyses, and strategic highway safety plans. Mitch’s experience includes crash data analysis, crash prediction analysis using IHSDM, and conducting geospatial transportation analyses and mapping using ArcGIS Pro.

5 years of experience

25% available to the project

- MS, Civil Engineering
- BS, Civil Engineering

### Selected Experience

#### Arizona Active Transportation SAP

ARIZONA DOT | STATEWIDE, AZ

Mitch utilized ADOT crash data and GIS to identify high pedestrian and bicycle crash intersections and roadway segments across state owned roadway facilities in Arizona. Mitch identified roadway segments with high pedestrian and bicycle crash potential based on known risk factors. Mitch ranked locations across the state for ADOT to prioritize funding and improvements.

#### WFRC Comprehensive SAP

WASATCH FRONT REGIONAL COUNCIL | SALT LAKE CITY, UT

Mitch conducted a high-risk network analysis to identify high risk roadway segments based on known risk factors across Salt Lake, Davis, and Tooele counties. Mitch completed an emphasis area comparison for each region of the MPO to statewide totals.

#### LCVMPO Regional SAP

LEWIS CLARK VALLEY MPO | CLARKSTON, WA AND LEWISTON, ID

Mitch led a team of analysts to conduct safety analyses across the LVCMPPO area to identify priority locations for funding and safety improvements.

#### Iowa’s Five-Year Strategic Highway Safety Plan

IOWA DOT | STATEWIDE, IA

Mitch analyzed statewide fatalities and serious injuries for Iowa’s emphasis areas categories. Mitch worked with stakeholder and advisory team feedback to rank emphasis areas for prioritization.

#### South Carolina Pedestrian and Bicycle SAP

SOUTH CAROLINE DOT | STATEWIDE, SC

Mitch identified intersections and roadways with high pedestrians and bicycle crashes across the state using GIS. He completed a statewide roadway risk analysis for pedestrians and bicyclists based on known risk factors.

#### First and Last Mile Study

CACHE VALLEY TRANSIT DISTRICT | CACHE VALLEY, UT

Mitch served as a transportation analyst that conducted a transit propensity and accessibility analysis for the Cache County study area. The analysis prioritized bus stop locations for first and last mile improvements. Mitch created an online storymap to convey details of the analysis and the findings to interested parties.



# Eddie Montejo

## Engagement

Eddie is a transportation planner with 11 years of experience specializing in how to make small- and medium-sized Pacific Northwest cities safer and more comfortable places to travel on foot or via bicycle or bus. Eddie is passionate about leveraging transportation investments to support equitable livability, community health, and improved access to essential services and economic opportunities. He has developed numerous cost-effective outreach programs that use a range of in-person and online tools, provided in both English and Spanish, to maximize the reach of engagement opportunities.

**11** years of experience

**25%** available to the project

- MURP, Urban & Regional Planning
- BA, Environmental Studies/Solar & Renewable Energy

## Selected Experience

### Fourth Plain Traffic Study

CITY OF VANCOUVER | VANCOUVER, WA

Eddie has led community engagement for efforts to improve safety, mobility, and economic opportunity along a multicultural corridor in the heart of Vancouver. He has designed cost-effective outreach programs consisting of in-person tabling events, online open houses, web surveys, stakeholder focus groups, and business canvassing. The outreach intent has been to gather critical feedback for several of the City’s key projects, including Fourth Plain Forward, TSP, Fourth Plain Safety and Mobility Project, and Fourth Plain For All.

### Complete Streets Plan

CITY OF POULSBO | POULSBO, WA

Eddie serves as a task lead and deputy project manager on two interconnected projects to enhance multimodal travel in Poulsbo. He leads work to assess existing conditions on the City’s multimodal network and SR-305. Eddie is leading simultaneous work to identify street typologies that respond to changing land use and transportation contexts.

### Douglas County Transportation Safety Action Plan

ODOT | DOUGLAS COUNTY, OR

Eddie is supporting the Douglas County TSAP, which will identify projects, policies, programs, and strategies for advancing transportation safety while positioning the County to pursue SS4A Implementation funding. Parametrix is leading community engagement as well as the development of policy and process recommendations.

### SR-305 Corridor Transportation Study

CITY OF POULSBO | POULSBO, WA

The goal of this study is to identify strategies to improve safety and local mobility for active transportation and transit users along SR-305. Eddie is on the team that is developing a project management plan and reviewing other local and regional plans to see how they compare to Kitsap Transit’s plans. The team is also conducting a technical evaluation of the SR-305 corridor.



## Kendra Ely, PE

### Implementation and Design Solutions

Kendra brings 9 years of experience and is a civil designer specializing in transportation projects for local agencies. Kendra designs with the end goal in mind and is passionate about designing safe, efficient transportation systems to improve the community. Her project experience includes designing enhancements for urban arterials and corridors, as well as nonmotorized and pedestrian traffic. She has worked on several projects throughout Deschutes County and within the City of Bend, including the Old Bend-Redmond Highway and the Newport Corridor Improvements. She is experienced with software such as MicroStation, InRoads, and AutoCAD Civil 3D.

9 years of experience

25% available to the project

- BS, Civil Engineering
- Professional Engineer: OR

### Selected Experience

#### Olney Pedestrian and Bike Improvements Project

CITY OF BEND | BEND, OR

As design lead for this key route project, Kendra has led the effort to design a safe multimodal corridor for all users. Replacing an old City standard cross section with new physically protected bike lanes and sidewalk requires careful manipulation of the corridor to ensure that all properties and reconnected and existing utilities maintain adequate cover.

#### Midtown Pedestrian and Bicycle Feasibility Study

KPFF/CITY OF BEND | BEND, OR

Parametrix led the planning portion of the Midtown Pedestrian and Bicycle Feasibility Study aimed at creating safer connections between neighborhoods. Kendra served as the design engineer to support the City's focus on safer design for more accessible bike and pedestrian routes throughout the community, including the Midtown Crossings project, aimed at linking the Central District to Downtown Bend.

#### Crook County TSP Update

CROOK COUNTY | CROOK COUNTY, OR

Crook County has seen significant growth since its last TSP in 2018. This growth has resulted in new challenges and identified a need for improved roadway safety, increased emergency access, and enhanced mobility throughout the county. Parametrix is leading the update that will plan for investments to manage the impacts of growth to residents, visitors, and local businesses. Kendra is the engineer for Solutions Development for the Juniper Canyon Alternatives Analysis.

#### City of Prineville TSP Update 2022

ODOT | PRINEVILLE, OR

Kendra served as the design engineer for the City of Prineville, Oregon TSP Update. The City is currently updating their TSP to address recommendation programs, policies, and physical improvements to streets and sidewalks to address current and future transportation needs.



**9. PROPOSER'S INFORMATION**

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Steve Katko  
\_\_\_\_\_

Acknowledgement of Addenda numbers: We acknowledge Addendum 1

**If sole proprietor or partnership:**

IN WITNESS hereto the undersigned has set its hand this 7th day of October, 2024.

Signature:  Title: Vice President

**If Corporation or LLC:**

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of October, 2024.

Name of Entity: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

**PROPOSER CERTIFICATE**

This certification must be completed, signed, and returned.  
Failure to do so will result in bid disqualification.

***PUBLIC CONTRACTING LAWS***

Proposer has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public contracts and ORS Chapter 279A – 279B. Proposer further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

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***RESIDENT PROPOSER***

A “resident bidder or proposer” is a proposer that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this proposal and has a business address in Oregon.

Check One: Bidder [x] is [ ] is not a resident proposer.

If a non-resident bidder, enter your state of residency: \_\_\_\_\_.

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***NON-DISCRIMINATION***

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

Check One: Proposer states that it:

[ ] Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

[ x ] Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

---

***OREGON TAX LAWS***

For purposes of this certificate, “Oregon Tax Laws” means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax,

the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

Check One: Proposer states that it:

Has authority and knowledge regarding the payment of taxes, and that Proposer is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.


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**STATEMENT REGARDING CERTIFICATIONS**

Proposer understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The Proposer understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

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***I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing Proposer Certificate questions and all statements therein contained are true and correct.***

Signature: 

Date: October 7, 2024

By: Steve Katko, PE

Title: Vice President

Phone: 503.459.8617

Email: skatko@parametrix.com

Company Name: Parametrix

Company Address: 5 SE Martin Luther King Jr Blvd Suite 400, Portland, OR 97214

### Attachment 3 – Acknowledgement of Insurance Requirements

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a “claims made” basis must be approved and authorized by Crook County.

**Workers Compensation** insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers Liability coverage shall be not less than \$500,000 each accident, disease, and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit:	Annual Aggregate limit
\$1,000,000	\$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed. **Required by County**

**Commercial General Liability** insurance with a combined single limit of not less than:

Per Single Claimant and Incident	All Claimants Arising from Single Incident
\$1,000,000	\$2,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees, or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Crook County, and its officers, agents, employees, and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable,

then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law. **Required by County**

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence \$1,000,000


Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract.

Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians, or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business. **Required by County**

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

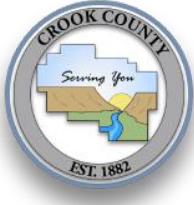
I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Crook County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: 

Date: 10/.7/2024

Printed Name and Title: Steve Katko

## AGENDA ITEM REQUEST



**Date:**

October 23, 2024

**Meeting date desired:**

October 30, 2024

**Subject:**

CDD Monthly Update – September Report

**Background and policy implications:**

Update on Department services, including permit and application activity.

**Budget/fiscal impacts:**

N/A

**Requested by:**

Katrina Weitman

Katrina.weitman@crookcountyor.gov | 541.447.3211

**Presenters:**

Randy Davis

Katrina Weitman

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

n/A

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

# Community Development Department

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



## MEMO

TO: Crook County Board of Commissioners

FROM: Katrina Weitman, Operations Manager  
Randy Davis, Building Official

DATE: October 23, 2024

SUBJECT: Community Development Activity Update – September 2024

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

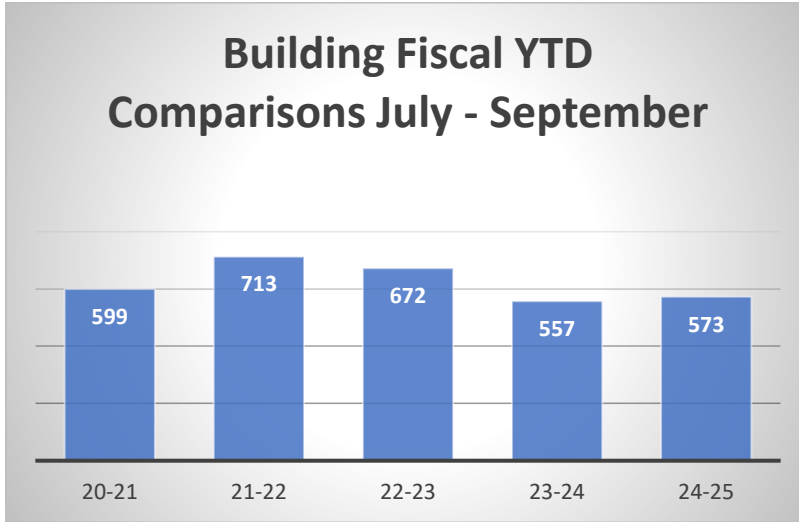
### **Building:**

#### Permits issued summary (September):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	20
Commercial (plumbing, electrical, structural, etc.)	19
Residential Permits (plumbing, electrical, mechanical etc.)	139
Residential Structural (shops, etc.)	20
Other (e.g. demo)	0
<b>TOTAL</b>	<b>198</b>

#### Comparisons:

Time Frame	Permits
September 2024	198
September 2023	192
YTD 2024	1539
YTD 2023	1603
Fiscal YTD 2024-25	573
Fiscal YTD Comparison 2023-24	557



Active Permits:

Permit Type	Amount Still Active as of end of September
Dwellings (Site Built or Manufactured)	202
Other Residential Permits	736
Commercial Permits	247

Daily Inspections:

Inspection Type	Amount this month
Residential	776
Commercial	137
All	913



Larger Projects Under Construction:

CCO5&6 Data Center
Apple Data Center
Hangar at Airport
Area H & I of Prineville Campus
R-2 Construction – 22,840 sq ft Industrial Building with Office Space
PRN1 Retrofit
USFS Rappel Towers
F-5 Smokehouse
Humane Society – Dog Wing Addition
Crook Co Fire & Rescue
Thoroughbred Carwash
Holt Ag – Tenant Improvement
Chamber of Commerce
Rooster Restaurant/Bar
Convenience Store
Crook Co Fire & Rescue Annex

Larger Projects Under Review or Incoming:

Cessna Dr – Data Mining Facility, Bit Coin
Reserve at Ochoco Creek - Apartments
Church/Community Center – Madras Hwy
Brasada Ranch Facility Service Building

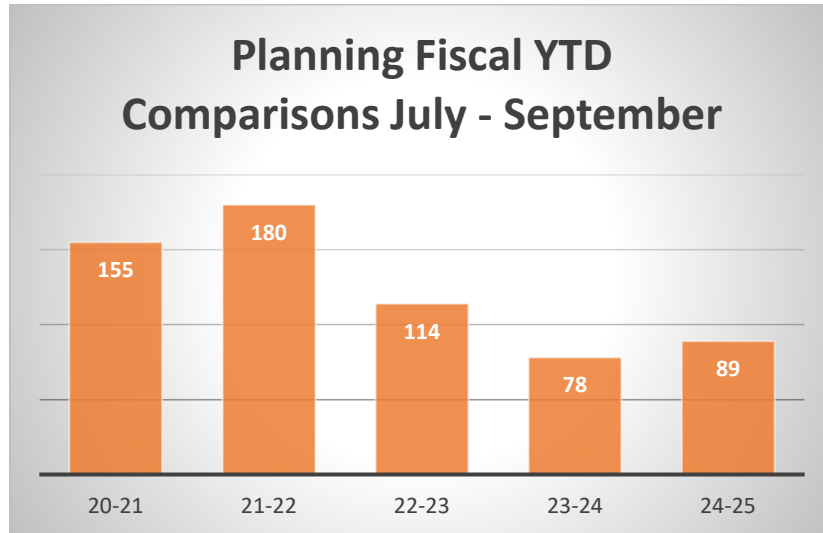
**Planning:**

**Applications received:**

<b>Application Type</b>	<b># of Applications (September 2024)</b>	<b>YTD</b>
Appeals	0	0
Variance	0	4
Site Plan Review	14	151
Land Partition	1	8
Combine/Un-Combine Lots	0	1
Road Approach	2	16
Boundary Line Adjustment	0	10
Destination Resort	0	1
Conditional Use	0	13
Miscellaneous (Temporary Hardship Two-year renewals)	2	33
Sign	0	0
Extension	0	1
Subdivision	0	1
Amendment	0	4
Road Name/Rename	0	2
Vested Right	0	0
<b>TOTAL</b>	<b>19</b>	<b>245</b>

**Comparisons:**

<b>Time Frame</b>	<b>Permits</b>
September 2024	19
September 2023	28
YTD 2024	245
YTD 2023	294
Fiscal YTD 2024-25	89
Fiscal YTD Comparison 2023-24	78



Notable Land Use Applications:

Request	Status
Zone Change/Map Amend. Powell Butte Study Area EFUs – R10	Public Hearing 9/11; continued to 10/23/24
Pinecrest Ridge – 11 lot subdivision	Public Hearing 10/9
Greenbar Aggregate Pit – Comp Plan Amend	PC recommended approval to BOCC; hearing scheduled 10/15
Sunshine Behavioral Health	Appeal to BOCC

Notable City Land Use Applications:

Request	Status
20-Unit Multi-Family Development	Hearing Scheduled 10/15/2024

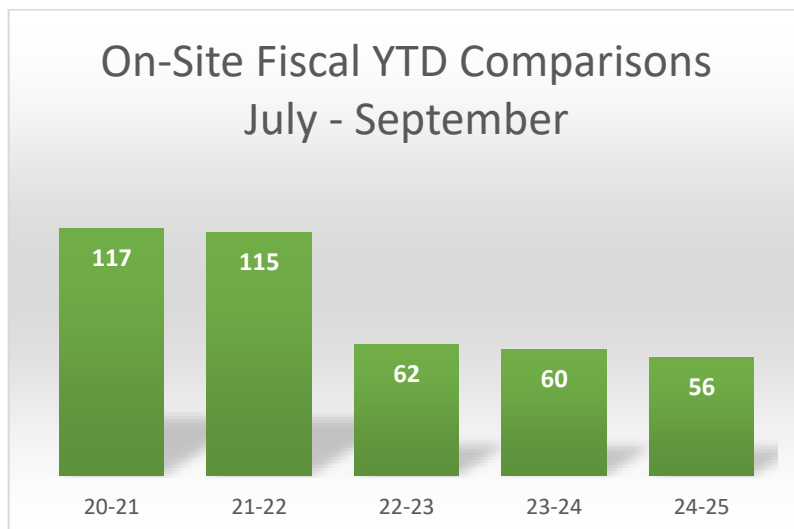
**On-Site:**

**Applications (September):**

<b>Application Type</b>	<b>Number of Applications</b>
Residential Authorization	6
Commercial Authorization	0
Construction Permit (Residential)	7
Construction Permit (Commercial)	0
Repair (Major) - Residential	1
Repair (Minor) - Residential	1
Repair (Major) – Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	1
Commercial Site Evaluation	0
Alteration (Minor) – Residential	1
Alteration (Major) – Residential	1
Alteration (Minor) - Commercial	0
<b>TOTAL</b>	<b>18</b>

**Comparisons:**

<b>Time Frame</b>	<b>Permits</b>
September 2024	18
September 2023	9
YTD 2024	154
YTD 2023	163
Fiscal YTD 2024-25	56
Fiscal YTD Comparison 2023-24	60



**Code Compliance:**

Case Load (Total violations from open cases):

<b>Year</b>	<b>Building</b>	<b>Land Use</b>	<b>Waste</b>	<b>Septic</b>
YTD 2024	28	20	11	11

Activity:

Opened in September: 5

Closed in September: 7

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

# Crook County Regular & Work Session Schedule 2024

<u>SESSION DATE</u>	<u>AGENDA ITEMS DUE DATE (8 AM)</u>
November 6, 2024 (Regular)	October 30, 2024
November 13, 2024 (Work)	November 6, 2024
November 14, 2024 (Special)	N/A
November 27, 2024 (Regular)	November 20, 2024
December 4, 2024 (Regular)	November 27, 2024
December 11, 2024 (Work)	December 4, 2024
December 18, 2024 (Regular)	December 11, 2024

# Crook County Regular & Work Session Schedule 2024



# CROOK COUNTY **HOLIDAY** SCHEDULE 2025

## 2025

New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
Presidents Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
4 <sup>th</sup> of July	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Holidays	Thursday, November 27, 2025 Friday, November 28, 2025
Christmas	Thursday, December 25, 2025

## 2026

New Year's Day	Thursday, January 1, 2026
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**Floating Holiday** -- After six (6) months of employment, all full-time employees are also entitled to one (1) floating holiday, to be taken when they choose to do so, with the supervisor's approval. The floating holiday must be taken during the fiscal year, by payroll ending date 6/30/2025.

# Crook County Regular Session Schedule 2025

<u>SESSION DATE</u>	<u>AGENDA ITEMS DUE DATE (8 AM)</u>
January 8, 2025	January 1, 2025
January 22, 2025	January 15, 2025
February 5, 2025	January 29, 2025
February 19, 2025	February 12, 2025
March 5, 2025	February 26, 2025
March 19, 2025	March 12, 2025
April 2, 2025	March 26, 2025
April 16, 2025	April 9, 2025
May 7, 2025	April 30, 2025
May 21, 2025	May 14, 2025
June 4, 2025	May 28, 2025
June 18, 2025	June 11, 2025
July 2, 2025	June 25, 2025
July 16, 2025	July 9, 2025
August 6, 2025	July 30, 2025
August 20, 2025	August 13, 2025
September 3, 2025	August 27, 2025
September 17, 2025	September 10, 2025
October 1, 2025	September 24, 2025
October 15, 2025	October 8, 2025
November 5, 2025	October 29, 2025
November 26, 2025 (AOC make up)	November 19, 2025
December 3, 2025	November 26, 2025
December 17, 2025	December 10, 2025

# Crook County Court Work Session Schedule 2025

## WORK SESSION DATE

January 15, 2025  
January 29, 2025  
February 12, 2025  
February 26, 2025  
March 12, 2025  
March 26, 2025  
April 9, 2025  
April 30, 2025  
May 14, 2025  
May 28, 2025  
June 11, 2025  
June 25, 2025  
July 9, 2025  
July 30, 2025  
August 13, 2025  
August 27, 2025  
September 10, 2025  
September 24, 2025  
October 8, 2025  
October 29, 2025  
November 12, 2025  
December 10, 2025  
December 31, 2025

## AGENDA ITEMS DUE DATE (8 AM)

January 8, 2025  
January 22, 2025  
February 5, 2025  
February 19, 2025  
March 5, 2025  
March 19, 2025  
April 2, 2025  
April 23, 2025  
May 7, 2025  
May 21, 2025  
June 4, 2025  
June 18, 2025  
July 2, 2025  
July 23, 2025  
August 6, 2025  
August 20, 2025  
September 3, 2025  
September 17, 2025  
October 1, 2025  
October 22, 2025  
November 5, 2025  
December 3, 2025  
December 24, 2025

# Crook County Court Work Session Schedule 2025

## AGENDA ITEM REQUEST



**Date:**

*October 29, 2024*

**Meeting date desired:**

*October 30, 2024*

**Subject:**

*Grievance against fair board alleging violations of public meetings law*

**Background and policy implications:**

*Commissioner Crawford has asked that this matter be added to the agenda for October 30's meeting as a discussion item. Attached is a copy of the complaint submitted against the Fair Board, alleging multiple violations of the Oregon public meeting laws and demanding a response within 21 days (by Friday, November 8).*

**Budget/fiscal impacts:**

*Uncertain*

**Requested by:**

*Commissioner Crawford*

**Presenters:**

*N/A*

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

*Legal drafted*

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

*Seth Crawford*

# PRINEVILLE REVIEW

October 18th, 2024

**Via email to [ccfg-staff@co.crook.or.us](mailto:ccfg-staff@co.crook.or.us)**

Board of Directors  
Crook County Fair Board  
1280 S Main St  
Prineville, OR 97754

**Subject: Formal Grievance under Oregon Public Meetings Law (ORS 192.705 / HB 2805)**

Dear Crook County Fair Board,

Please consider this a formal grievance pursuant to Oregon HB 2805 and the process laid out in Oregon Public Meetings Law ("OPML"). The CCFB is a "governing body" as defined in ORS 192.610(3) and subject to the provisions of the OPML. Pursuant to ORS 192.705, I hereby request a response from the Crook County Fair Board ("CCFB") for the following alleged violations of ORS 192.610 to 192.705 within 21 days of this notice:

1) On October 17th, 2024, the Crook County Fair Board held an executive session in violation of ORS 192.660 in order to conduct interviews and deliberations to fill a vacancy on the board. The executive session, which was initiated promptly after the start of a public meeting portion of a special meeting, was declared to be made in accordance with ORS 192.660(2)(a).

However, ORS 192.660(7)(b) specifically make clear that such an executive session for this purpose is not allowed under the law. Even if the exception did not apply and the interviews to replace a vacancy on the board (committee/commission), and was considered a "public officer", etc. as outlined in ORS 192.660(7)(d), it does not appear the CCFB would be in compliance with all requirements outlined therein.

2) On October 17th, 2024, the CCFB ceased recording audio during the executive session portion of its meeting, while audio recording the public meeting portion, and did not appear to be documenting the discussions to ensure the ability to produce even written minutes, thus giving prima facie evidence that the CCFB was not in compliance with ORS 192.650(2)

3) On October 17th, 2024, the CCFB failed to comply with ORS 192.670(3)(a) during even the course of its public meeting just prior and after its executive session, as there was no indication in the meeting agenda/notice providing for attendance by remote means to the public. Further, portions of the meeting in "executive session" which should have been open to the public under ORS 192.630 were conducted by telephone, further demonstrating no means that was not reasonably possible to provide remote attendance to the public. Additional audio/video equipment for teleconference also appeared in the room but was not utilized.

4) On October 17th, 2024, the CCFB failed to comply with ORS 192.630 by continuing to discuss official matters of the CCFB and Fairgrounds operations after formally adjourning the meeting, and such discussions involved a quorum of the CCFB.

As outlined in ORS 192.705(2), a response within 21 days to this grievance is requested. Please ensure a copy of both this grievance as well as your response are also provided to the Oregon Government Ethics Commission ("OGEC") as required. If the CCFB moves forward hastily in formally making recommendations to the Crook County Board of Commissioners based on the current process, especially in light of these issues, I also intend to move forward with a complaint with the OGEC. Page 98

It is my hope and belief that a timely and proper response from the CCFB to this grievance will be made so that a formal complaint with the OGEC will be unnecessary to ensure the best interests of the public and governmental transparency.

At this time the Prineville Review is reviewing the matter to determine if it will move forward in disclosing/reporting on the contents of the executive session, despite indications by one CCFB member that doing so would be against the law. I would reference the Oregon Attorney General's Public Meetings and Records Manual, as well as Oregon Attorney General Op. 8291. It remains our interest to ensure that attendance at executive sessions are done so in cooperation with government and in the spirit of the law, but violations of executive session are precisely the reasons news media representatives do not face any consequences should they disclose such contents, especially when an executive session was improper under the law.

I respectfully request the CCFB also take immediate steps to require training under the Oregon Public Meetings Law and believe this would be a benefit to the members of this board who provide a great service to Crook County and its residents.

Respectfully,

*/s/ Justin Alderman*

**Justin Alderman**, *Managing Editor*

Prineville Review | [prinevillereview.com](http://prinevillereview.com)

(541) 241-2074 | [jalderman@prinevillereview.com](mailto:jalderman@prinevillereview.com)

CC: *Eric Blaine, Crook County Counsel - [eric.blaine@crookcountyor.gov](mailto:eric.blaine@crookcountyor.gov)*

*John Eisler, Crook County Assistant Counsel - [john.eisler@crookcountyor.gov](mailto:john.eisler@crookcountyor.gov)*

*Crook County Commissioners - [sarah.puerner@crookcountyor.gov](mailto:sarah.puerner@crookcountyor.gov)*





## CITY OF REDMOND

City Hall

411 SW 9<sup>th</sup> St  
Redmond OR 97756  
(541) 923-7710  
Fax (541) 548-0706  
[www.redmondoregon.gov](http://www.redmondoregon.gov)

October 10, 2024

Crook County Commissioners  
300 NE 3<sup>rd</sup> Street  
Prineville, OR 97754

Dear Crook County Commissioners,

The Purpose of this letter is to notify you that Kelly Coffelt's term as the Crook County Representative to the Redmond Airport Committee will expire December 31, 2024.

Once you determine whether to reappoint Ms. Coffelt to another 4-year term or appoint a new representative, please notify me so that I may update my committee records and inform the Redmond Airport staff.

If you have any questions, I can be reached at [kayla.duddy@redmondoregon.gov](mailto:kayla.duddy@redmondoregon.gov) or 541-923-7755.

Thank you in advance,

Kayla M. Duddy, CMC  
Deputy City Recorder