



# **CROOK COUNTY WORK SESSION AGENDA**

**Wednesday, January 15, 2025 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. Republic Services 4th Quarter Update and Financial Report**

Requester: Jacquie Davis

Presenters: Courtney Voss, Erica Haitsma, and Tom Long with Republic Services

### **2. Solid Waste Management Plan Update Draft 1 Presentation**

Requester: Jacquie Davis

Presenter: Kevin McCarthy, JRMA

### **3. Request for Authorization to Apply for Multiple Grants for Level 2 EV Charging Station Funding**

Requester: Sarah Beeler

Library Director

### **4. Request for Crook County Library Closure on October 13, 2025 for Staff Training**

Requester: Sarah Beeler

Library Director

### **5. OHA 2023-2025 Intergovernmental Agreement Amendment 14**

Requester: Camille Krueger

Health & Human Services Deputy Director

### **6. Oregon Department of Emergency Management Grant Agreement**

Requester: Stephanie Wilson

Presenters: Bill Elliott and Stephanie Wilson

### **7. Discussion for Replacement Jail Cameras**

Requester: Andrew Rasmussen

Presenters: Andrew Rasmussen, James Preuss, and John Eisler

**8. IT GIS Staff Update**

Requester: Stephen Chellis  
CIO

**9. Request for Signature on CORE Grant Agreement for \$250K Airport Hangar Building Project**

Requester: Kelly Coffelt  
Airport Manager

**10. Request for Signature on FAA Grant Application for the New Aviation T-Hangar Project**

Requester: Kelly Coffelt  
Airport Manager

**11. Community Development Monthly Update**

Requester: Katrina Weitman  
Presenters: Katrina Weitman / Randy Davis

**12. Ratification of Community Development Director Appointment**

Requester: Will Van Vactor  
County Manager

**13. Consider enrollment of the District Attorney's stipend into PERS effective January 1**

Requester: Christina Haron  
Presenter: Will Van Vactor

**MANAGER REPORT**

**14. Appointment for COIC, COACT, and Regional Housing Council**

**COMMISSIONER UPDATES**

**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.

Representative of the news media and designated staff shall be allowed to attend the executive session.\* (except for 2d).\* 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.

**15. ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**

## **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.

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

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

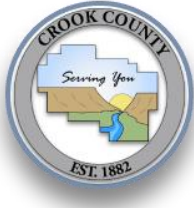
### **Additional Items**

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: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 01/09/2025 at 1:20 PM

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

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

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

/



# 2024 End of Year Report

Prepared for City of Prineville and Crook County, Oregon



## Franchise Overview

- Franchise Agreement – 6-year rolling contract
  - Exclusive right to collect and haul residential and commercial:
    - Trash
    - Recycling
    - Yard Debris (subscription service)
    - Food Waste (commercial) – City only
  - Annual report submitted by March 31st
  - 3-percent franchise fee paid to the City and the County



## OPERATIONS: Service Statistics - City and County Combined

<b>2023</b>	<b>Services Offered</b>	<b>Customer Reported Missed Services</b>	<b>Service Failure Rate</b>	<b>Service Success Rate</b>
<b>Residential</b>	<b>616,721</b>	<b>3,088</b>	<b>.50%</b>	<b>99.50%</b>
Trash	499,871	1,665	.33%	99.67%
Recycle	107,069	1,108	1.03%	98.97%
Yard Debris	9,781	315	3.22%	96.78%
<b>Commercial</b>	<b>38,534</b>	<b>306</b>	<b>.79</b>	<b>99.21%</b>
Trash	28,200	193	.68%	99.32%
Recycle	10,334	113	1.09%	98.91%

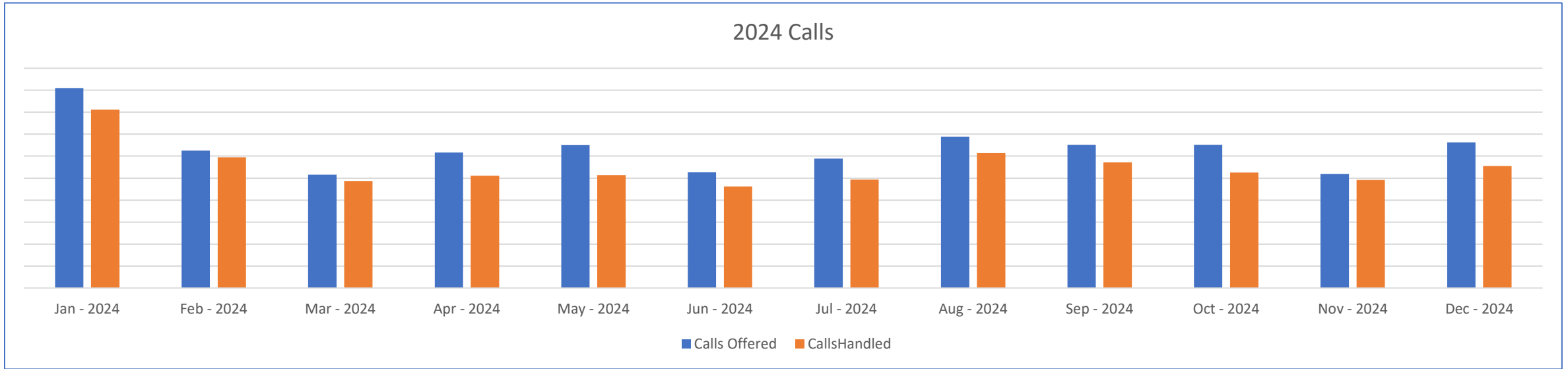
<b>2024</b>	<b>Services Offered</b>	<b>Customer Reported Missed Services</b>	<b>Service Failure Rate</b>	<b>Service Success Rate</b>
<b>Residential</b>	<b>638,254</b>	<b>2229</b>	<b>.34%</b>	<b>99.66%</b>
Trash	521,286	1417	.27%	99.73%
Recycle	106,407	668	.63%	99.37%
Yard Debris	10,561	144	1.4%	98.6%
<b>Commercial</b>	<b>41,609</b>	<b>270</b>	<b>.65%</b>	<b>99.35%</b>
Trash	29,860	192	.64%	99.36%
Recycle	11,354	78	.69%	99.31%

**Year of Year Service Improvement:**

Residential: 28% improvement

Commercial: 12% improvement

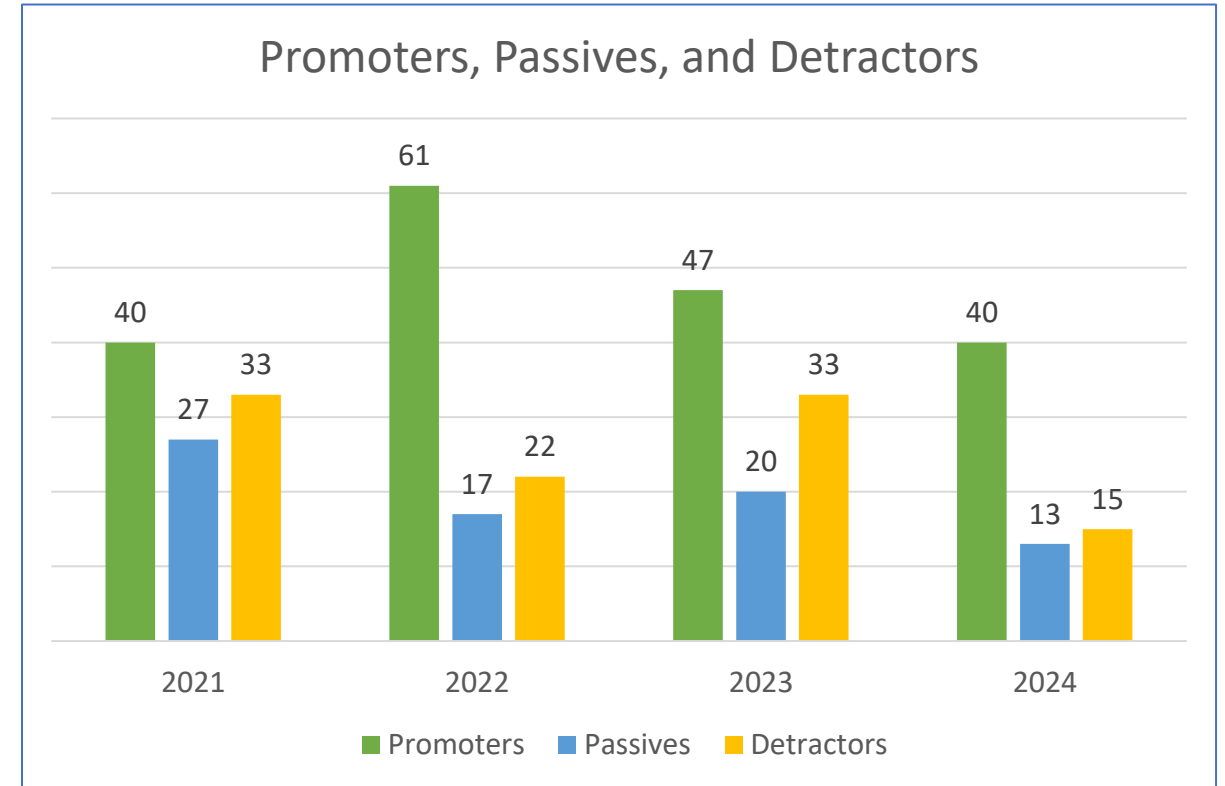
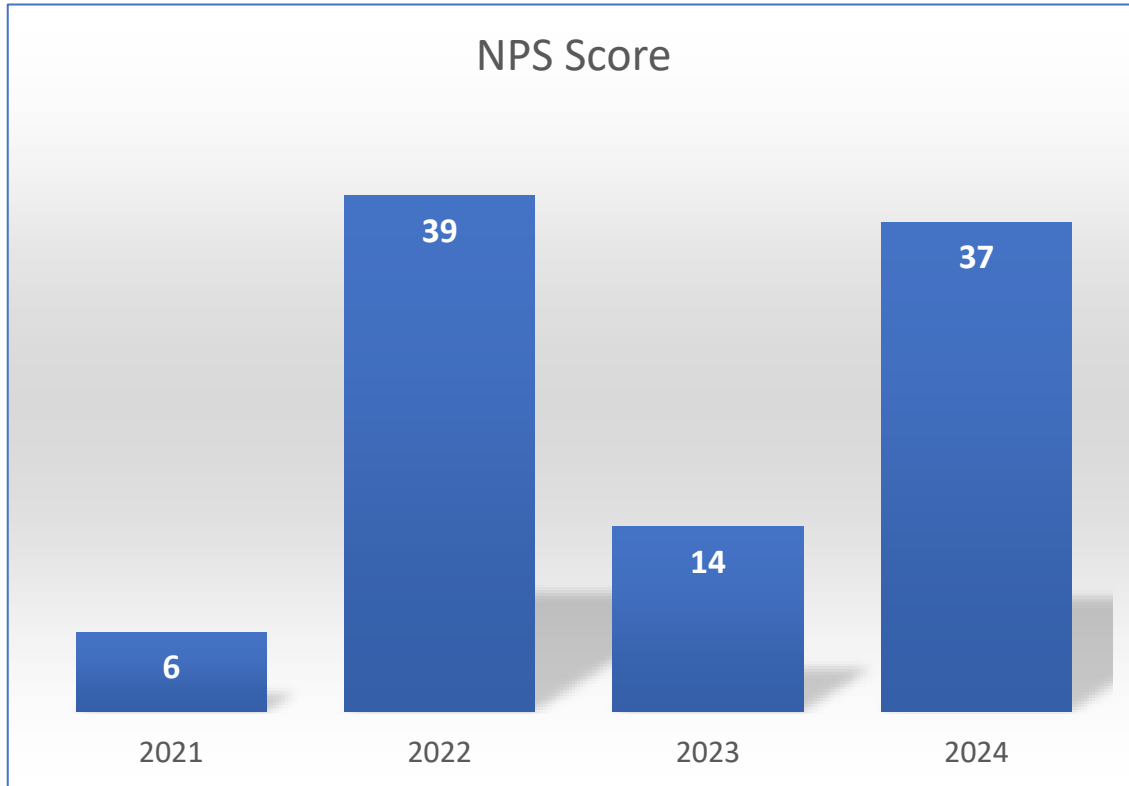
# Call Center: 2024 Statistics – City and County Combined



Business Unit	Month Year	Service Level%	ABN%	Average Speed of Answer	Average Handle Time
BU403 - Central Oregon	Apr - 2024	60.8 %	7.8 %	00:01:25	00:04:56
	Aug - 2024	75.8 %	5.2 %	00:00:43	00:04:45
	Dec - 2024	68.7 %	7.9 %	00:01:07	00:04:45
	Feb - 2024	85.7 %	1.8 %	00:00:22	00:04:39
	Jan - 2024	74.9 %	4.0 %	00:00:44	00:04:11
	Jul - 2024	70.4 %	7.3 %	00:00:50	00:04:58
	Jun - 2024	66.7 %	4.7 %	00:01:21	00:05:01
	Mar - 2024	87.7 %	2.7 %	00:00:28	00:04:55
	May - 2024	50.7 %	8.8 %	00:01:51	00:05:16
	Nov - 2024	82.2 %	2.0 %	00:00:28	00:05:10
	Oct - 2024	63.3 %	8.7 %	00:01:15	00:05:18
	Sep - 2024	67.9 %	6.0 %	00:00:52	00:04:55
		<b>71.0 %</b>	<b>5.7 %</b>	<b>00:00:56</b>	<b>00:04:52</b>



## Customer Feedback: NPS Survey Results – City and County Combined



### Improved customer sentiment due to:

- Better and Consistent Service
- Open Offices
- Community Involvement

# Community Engagement

- Crooked River Roundup
- Stamped Street Party
- Prineville Fireworks
- Crook County Fair
- Center Foundation
- Prineville Chamber of Commerce



## RMA Update

- In 2021 the State Legislature passed Recycling Modernization Act (RMA) and started a years long process of implementing a shared responsibility model of managing recycling in Oregon. **July 1, 2025, RMA goes into effect.**
  - **Universal statewide recycling lists**
  - **Producer responsibility for ensuring materials are responsibly recycled**
  - **Cost stabilization**
  - **Focus on education, equity and contamination reduction**
  - **Improvements to processes and management of materials**

# Financials

Contract Operating Margin	2019	2020	2021	2022	2023
City of Prineville	16.6-percent	7.0-percent	4.3-percent	5.1-percent	5.4-percent
Crook County	7.8-percent	8.7-percent	2.7-percent	4.9-percent	8.1-percent

Rate Increases	2019	2020	2021	2022	2023	2024
City of Prineville	None	Acquisition	None	Asked: 7-percent Negotiated: 7-percent	Asked: 13.5-percent Negotiated: 10-percent	Asked: 14-percent Negotiated: 10-percent with delayed implementation of Oct. 1
Crook County	None	Acquisition	None	Asked: 9-percent Negotiated: 9-percent	Asked: 10-percent Negotiated: 10-percent	Asked: 10-percent Negotiated: 8-percent

CPIs	2019	2020	2021	2022	2023	2024
CPI – W/S/T	2.2-percent	3.6-percent	3.5-percent	4.9-percent	5.2-percent	5.2 - percent
CPI – Garbage and Trash Collection	0.2-percent	4.4-percent	4.8-percent	6.1-percent	4.7-percent	4.2 - percent

Note: the Franchise states the franchisee will have a reasonable annual rate of return on revenues in the range of 8% to 12%, with a target of 10%.

## Drivers of Cost

### **Labor costs**

Wage adjustments in 2024 focused on inflationary and cost of living impacts

### **Disposal**

2024 to 2025 gate rate increases at Crook County Landfill

### **Recycling**

Volatile markets since 2017 drive fluctuation in recycling costs

Implementation of RMA may stabilize commodities streams

### **Truck Maintenance**

Since 2020, scarcity in parts availability combined with inflationary impacts are driving costs

### **Fuel**

Volatile market stabilized in 2024

## Rate Setting Process

- The City of Prineville Code dictates the rate setting process:
  - Step 1: If the franchisee is seeking an increase in rates above CPI W/S/T, the franchisee may file an application for an adjustment in rates. The request shall be submitted no later than May 1.
  - Step 2: In a scheduled public hearing, the city shall act upon the request for rate adjustment no later than 60 days following receipt of request for adjustment.
  - Step 3: The new rate increase will begin 30 days following conclusion of the hearing if approval is granted for a rate change, provided that written notice to customers must be provided not less than 30 days before billing statements are adjusted with newly approved rate.
- Pursuant to the City of Prineville Code, in determining the appropriate rate to be charged by the franchisee, the City Council may consider any or all of the following:
  - (1) The cost of performing the services;
  - (2) The anticipated increase in the cost of providing this service.
  - (3) The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations; or technological change.
  - (4) The investment of the franchisee and the value of the business and the necessity that the franchisee have a reasonable annual rate of return on revenues in the range of 8% to 12%, with a target of 10%.
  - (5) The rates charged in other cities of similar size in surrounding jurisdictions for similar service.
  - (6) The public interest in assuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service.
  - (7) The local wage scales, cost of management facilities and land fill and disposal of fees or charges.
  - (8) Any profit or cost savings resulting from recycling, and any additional costs resulting from recycling.
  - (9) Other factors affecting the cost of providing service.

## Financial Transparency and Controls

- Republic Services is:
  - Dedicated to financial accountability as a core company value.
  - Legally required to manage our finances in a manner consistent with State and Federal law OR risk significant fines and criminal sentences for fraudulent financial activities and noncompliance.
    - Publicly traded (i.e.: a company that sells shares of stock to the public)
      - Subject to Securities Exchange Act reporting requirements
      - The U.S. Securities and Exchange Commission (SEC) has oversight over our financials.
      - Subject to the listing standards governing all companies listed on the exchange, including rules on corporate governance and audit committees.
      - Sarbanes-Oxley Act (SOX) compliant with strict internal controls to protect the integrity of our financials. SOX holds corporate leadership *personally* responsible for financial statements.
      - Required to pass an annual independent audit of our financial statements and controls.
    - Republic Services publicly files:
      - SEC reports
      - makes public our financial statements
      - discloses material contracts, customers, and supplies
  - Pursuant to the City of Prineville Code:
    - Provide reports with franchise fee payments
    - Submit financial reports annually and provides financial details to explain rate requests
    - Makes financial information available to the City of Prineville

## Spring 2025 Rate Setting Timeline

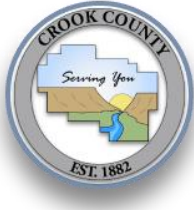
- On or before April 1, 2025: Republic Services will submit request for rate modification with an effective date of July 1, 2025.
  - Rate request will result in an OI within range set by City of Prineville Code.
- Within 60 days, Council will conduct a public hearing and evaluate the request
  - Request: Hearing on or before May 13<sup>th</sup>
- Notification to customers will be made to customers on or before June 1, 2025.
  - Customer notification requirement of 30 days.
- Rate implementation effective July 1, 2025.



## Thank you!

- Erica Haitsma, General Manager, Republic Services – [elindberg@republicservices.com](mailto:elindberg@republicservices.com)
- Courtney Voss, Municipal Manager, Republic Services – [cvoss@republicservices.com](mailto:cvoss@republicservices.com) / 215-909-0267
- Tim Long, Operations Manager, Republic Services – [tlong3@republicservices.com](mailto:tlong3@republicservices.com)

## 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):**

/

**Solid Waste Management Plan (SWMP) Update  
Summary of Draft Recommendations and Facility Improvements**

<b>SWMP Chapter</b>	<b>Recommendation</b>	<b>Timeframe</b>	<b>Cost Impact</b>	<b>Funding Source</b>
<b>3 - Waste Reduction/Recycling/Collection Programs</b>	Enter into negotiations with Republic Services for new and restated franchise agreement to address additional recycling services and upgrade the contract provisions to industry standards.	<b>2025</b>	Not known at this time	Potential funding through State of Oregon Recycling Modernization Act <sup>1</sup> for recycling related collection service improvements
	Seek funding through Recycling Modernization Act to fund Franchise Agreement related recycling service improvements as applicable.	<b>2025-2026</b>	Staff time to apply for funding/participate in funding process	Landfill operating budget
	Seek funding through Recycling Modernization Act to fund improvements at the Republic Services recycling depot in Prineville.	<b>2025-2027</b>	Not known at this time	Potential funding through State of Oregon Recycling Modernization Act for recycling related collection service improvements
	Seek funding through Recycling Modernization Act to fund new recycling depot at the Crook County Landfill. Bulky item-related improvements would likely be funded by the County.	<b>2025-2027</b>	\$2.5M	Potential funding through State of Oregon Recycling Modernization Act for recycling depot related collection services
	Collaborate with Deschutes County on recycling processing improvements planned by the County.	<b>Ongoing</b>	Limited Staff time	Landfill operating budget

<sup>1</sup> [Recycling Modernization Act](#)

<b>SWMP Chapter</b>	<b>Recommendation</b>	<b>Timeframe</b>	<b>Cost Impact</b>	<b>Funding Source</b>
<b>4 - Household Hazardous Waste Collection Programs</b>	County to fund the HHW-related improvements planned for the new recycling depot at the Crook County Landfill.	<b>2026-2027</b>	Cost included within \$2.5M for Recycling Depot. Separate costs can be developed during project design phase	Capital reserves funding through tipping fee adjustments
<b>5 - Transfer, Disposal, and Alternative Solid Waste Management and Services</b>	Implement the proposed improvements to the Public Transfer Area	<b>2026</b>	\$1.24M	Capital reserves funding through tipping fee adjustments
	Finalize and release a Request for Proposal (RFP) to obtain bids for a Beneficial Landfill Gas Utilization Project at the Crook County Landfill.	<b>Tentative 2026</b>	Staff time + costs for landfill consulting engineer to assist with reviewing proposals. Estimate outside consultant costs at \$30k.	Landfill operating budget
<b>6 - Admin. and Financial Plan</b>	County to adopt a capital reserve policy for landfill related assets. The policy will identify funding sources to pay for a multi-year equipment replacement program and new facility improvements.		Staff time.	Potential funding sources including tipping fee adjustments, grants, Recycling Modernization Act, etc.



State of Oregon  
**Department of  
 Environmental Quality**  
 700 NE Multnomah St., Suite 600  
 Portland, OR 97232

State of Oregon  
 Department of  
 Environmental  
 Quality



# Plastic Pollution and Recycling Modernization Act

## There are BIG changes coming to recycling in Oregon!

### What local governments and service providers need to know:

There are changes coming to Oregon's recycling system relevant to the communities you serve. This mailer contains information and resources about how these changes will impact your community.

The Plastic Pollution and Recycling Modernization Act updates Oregon's recycling system by building on local community programs and leveraging resources from producers, creating a system where everyone in Oregon has the same opportunities to recycle. The law requires producers of packaging, printing and writing paper and food serviceware to share responsibility for the effective, responsible handling of their products after use.

The new law became effective Jan. 1, 2022, and program implementation begins in July 2025. RMA builds on existing standards and requirements from Oregon's Opportunity to Recycle Act, or OTR. The new law creates:

- **Many benefits for local governments**, including funding to expand recycling opportunities and to help reduce contamination in the recycling system.
- **Some new requirements for cities with populations over 4,000**, the areas within their urban growth boundaries and all cities in the Metro Regional Service District.
- **Many benefits and opportunities to expand recycling with very few requirements for cities with populations under 4,000.**

## Opportunities for local governments

Under the new law, DEQ will assess local interest in expanding collection options and recycling depots. Look for a needs assessment survey from DEQ contractor, Euromia Research & Consulting, in early 2023 asking how your community would like to expand recycling services.

Those who complete the needs assessment survey and express interest in expanding recycling services will be eligible to receive funding under this new system beginning in 2025.

Expansion of services will begin in 2025 after the PROs work with participating local governments and service providers to determine what service expansions will be funded.

Examples of services expansion include but are not limited to:

- **new or expanded curbside collection** of covered recyclable materials including roll carts, educational materials and collection trucks;
- **new or expanded depots** for covered recyclable products including containers, equipment, and new staff;
- **new recycling reload facilities** if needed. For example, compactors, containers, or other equipment; and
- **other system improvements** to be determined

## HOW IT WILL WORK



### Producers

Will join a Producer Responsibility Organization and pay fees based on the products they sell in Oregon

### Producer Responsibility Organizations

Will use the fees to fund and reimburse various local recycling service expenses



### Recycling Processing Facilities

Will establish new permit and certification requirements

### Uniform Statewide Collection List

Will establish a uniform list of materials that are recyclable across Oregon



### Local Governments

Will receive financial support to expand recycling services and address contamination

# Producers and Producer Responsibility Organizations

## Producers:

Companies identified as 'Producers' are required to join and pay fees to a Producer Responsibility Organization, or PRO.

## Producer Responsibility Organization:

A PRO is a non-profit organization and will be established to administer the statewide program for the management of the covered products. The PRO will use the fees to fund recycling system improvements in communities across Oregon.

## Local governments

The RMA creates new funding mechanisms for local governments, who will continue overseeing collection and will receive financial support to expand recycling services and address contamination. The law includes funding to support the creation of:

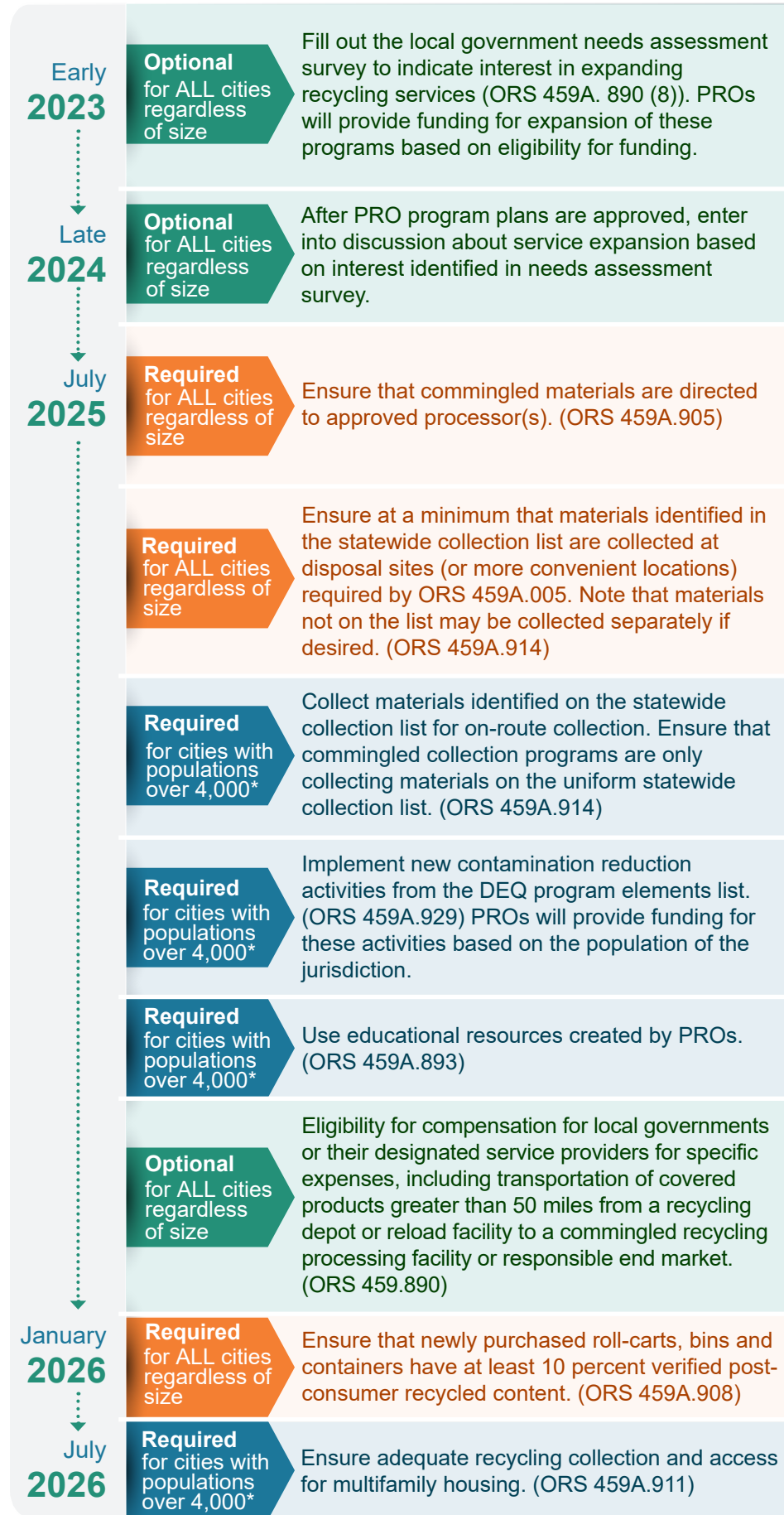
- New resources to reduce contamination found in the commingled recycling stream.
- New educational resources about the uniform statewide collection list that are culturally responsive and available in multiple languages
- Opportunities to improve and expand existing recycling services and to implement recycling services for communities that do not currently have on-route collection or depot collection.

## Collection and processing

Under the new law:

- **DEQ** will publish a uniform statewide collection list for commingled recyclable material, allowing residents and businesses to recycle the same material, regardless of location.
- **PRO** funding will cover the costs of transporting collected recyclables from communities currently 50+ miles from the nearest commingled recycling processing facility or responsible end market.
- **Commingled recycling processing facilities** will meet new performance standards for material quality, reporting, and providing a living wage and supportive benefits to workers, among other things.

# Local government requirements



\*Including areas within the urban growth boundary of those cities, cities in the Metro Regional Service District.

# How you can learn more

[RecyclingAct.Oregon.gov](https://RecyclingAct.Oregon.gov)



Scan the QR code to sign up for email updates and view DEQ's presentation on local government requirements and opportunities for recycling service expansion.

For general questions, email [RethinkRecycling@deq.oregon.gov](mailto:RethinkRecycling@deq.oregon.gov) or reach out to one of the DEQ specialists in your area:

## Eastern Region

**Laurie Gordon**  
Office: 541-633-2029  
Cell: 541-408-7842  
[Laurie.Gordon@deq.oregon.gov](mailto:Laurie.Gordon@deq.oregon.gov)

## Northwest Region

**Lexi Meek**  
Office: 503-229-5790  
Cell: 503-319-5681  
[Lexi.Meek@deq.oregon.gov](mailto:Lexi.Meek@deq.oregon.gov)

**Gretchen Sandau**  
Cell: 503-915-6786  
[Gretchen.Sandau@deq.oregon.gov](mailto:Gretchen.Sandau@deq.oregon.gov)

## Western Region

**Cathy Brown**  
Office: 541-687-7325  
Cell: 503-753-6153  
[Cathy.Brown@deq.oregon.gov](mailto:Cathy.Brown@deq.oregon.gov)

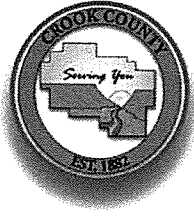
**Cat Rhoades**  
Office: 503-378-5089  
Cell: 503-446-7410  
[Cathie.Rhoades@deq.oregon.gov](mailto:Cathie.Rhoades@deq.oregon.gov)

# Stay tuned!

In fall 2022, DEQ hosted informational sessions with local governments, service providers and other interested parties across Oregon. The presentation recording and slides can be viewed at [RecyclingAct.Oregon.gov](https://RecyclingAct.Oregon.gov). Below is the roadmap for the service expansion needs assessment:



## AGENDA ITEM REQUEST



**Date:**

12/5/2024

**Meeting date desired:**

12/11/24 or at next work session

**Subject:**

Seeking permission to apply for grants to fund a Level 2, dual port, EV Charging Station:  
\$12,500-[www.oregon.gov/odot/climate/pages/communitychargingrebates.aspx](http://www.oregon.gov/odot/climate/pages/communitychargingrebates.aspx), grant opens 12/17.  
\$2,000-Pacific Power (may also offer matching grant support and/or mobility )  
\$10,000-<https://industry.traveloregon.com/opportunities/grants/competitive-grants-program/>  
Other potential grant: Community Renewable Energy Grant Program, Oregon Clean Fuels Program, Energy Trust of Oregon.

**Background and policy implications:**

Two bids were received. We would like to proceed with bid for ChargePoint CP6021 for \$13,423. See install bid from Cooper Electric for \$11,100.

**Budget/fiscal impacts:**

Total project cost to be \$24,523.

**Requested by:**

Sarah Beeler- Library Director

**Presenters:**

Sarah Beeler - Library Director

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

N/A

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

N/A



# Crook County Library

sbeeler@crooklibraryor.gov

Reference: 20241009-162401553

Quote created: October 9, 2024

Quote expires: January 7, 2025

Quote created by: Matt Egan

Founder

matt@evergreenchargingsolutions.com

### Comments from Matt Egan

Sarah - See your attached quote for a dual port ChargePoint CP6000 50A charging station with 5 years of ChargePoint software and 5 years of Assure parts and labor warranty

### Products & Services

Item & Description	Quantity	Unit Price	Total
ChargePoint CP6021 - 50A ChargePoint CP6021 - dual port pedestal mounted CP6000 station with 50A output 18' cable	1	\$7,182.00	\$7,182.00
ChargePoint Concrete Mounting Kit Concrete mounting kit for ChargePoint CP6000/CT4000 station	1	\$97.00	\$97.00
ChargePoint Commerical Cloud - 5 years 5 years prepaid of ChargePoint cloud services	2	\$1,812.00	\$3,624.00 for 5 years
ChargePoint Activation ChargePoint station activation	1	\$386.00	\$386.00
ChargePoint CP6000 Assure Warranty - 5 years 5 years of ChargePoint Assure parts and labor warranty	1	\$1,806.00	\$1,806.00



One-time subtotal	\$13,095.00
Freight estimate	\$328.00
<b>Total</b>	<b>\$13,423.00</b>

**Purchase terms**

Shipping, handling, and sales tax not included and will be calculated at time of purchase.  
This is a quotation to purchase equipment and services through Evergreen Charging Solutions, LLC.  
Fulfillment of order is in partnership with Consolidated Electrical Distributors (CED). Customer will purchase through CED in accordance with payment terms and conditions (<https://sales.our-terms.com/>).

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

**Questions? Contact me**



Matt Egan  
Founder  
[matt@evergreenchargingsolutions.com](mailto:matt@evergreenchargingsolutions.com)

Evergreen Charging Solutions  
3233 NW Market St  
Seattle, Washington 98107  
United States

COOPER ELECTRIC  
690 North Main Street  
Prineville OR 97754  
(541) 447-7574  
CCB #49744

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**JOB ESTIMATE**

**Date: November 4th, 2024**

**Customer**

Prepared For:  
Sarah Beeler  
541-447-7978 x314  
sbeeler@crooklibraryor.gov

**Project Info**

Job Location:  
Crook County Library  
175 NW Meadowlakes Dr  
Prineville OR 97754

**Proposal:**

Install solar charger provided by Evergreen Charging Solutions

Electrical: \$7,500.00  
Permit: \$200.00  
Cut concrete, dig, pour concrete: \$3,000.00  
Total: 10,700.00

Note: No bollards were specified (2) 2" bollards could be added into concrete pour if desired additional \$400.00

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Thank you for giving us the opportunity to bid on your job. If you have questions after looking it over, please feel free to call us. Upon acceptance of our proposal, please return to our office a signed copy of the job estimate.

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Extras not on plan will be charged at standard rates of \$140/hr per journeyman and standard material markups.

All work shall be performed during normal business hours, Monday-Friday, 8:00a.m.-4:30p.m., unless otherwise specified.

\*Payment Terms: 100% upon completion. Amount not paid within 30 days are immediately subject to a finance charge/late fee of 2% / month (min.\$2.50) APR 24%



lighting > electrical > energy  
technology > signs

# Proposal

<b>DATE:</b> 12/05/24	<b>Proposal #:</b>    <b>SUBMITTED BY:</b> Bernie Erickson <b>Cell Phone:</b> 848-203-71580 <b>E-mail:</b> <a href="mailto:bernie.erickson@fsg.com">bernie.erickson@fsg.com</a>
<b>CUSTOMER:</b> Crook County Library	
<b>ADDRESS:</b> 175 NW Meadow Lakes Drive Pineville, OR	
<b>CONTACT:</b> Sarah Beeler	
<b>JOB NAME:</b>	

**Comments / Instructions**

FSG Quote for EV Package - See Below Details

SALESPERSON	PHONE	EMAIL	P.O. NUMBER	TERMS
Bernie Erickson	848-203-7158		TBD	net 30

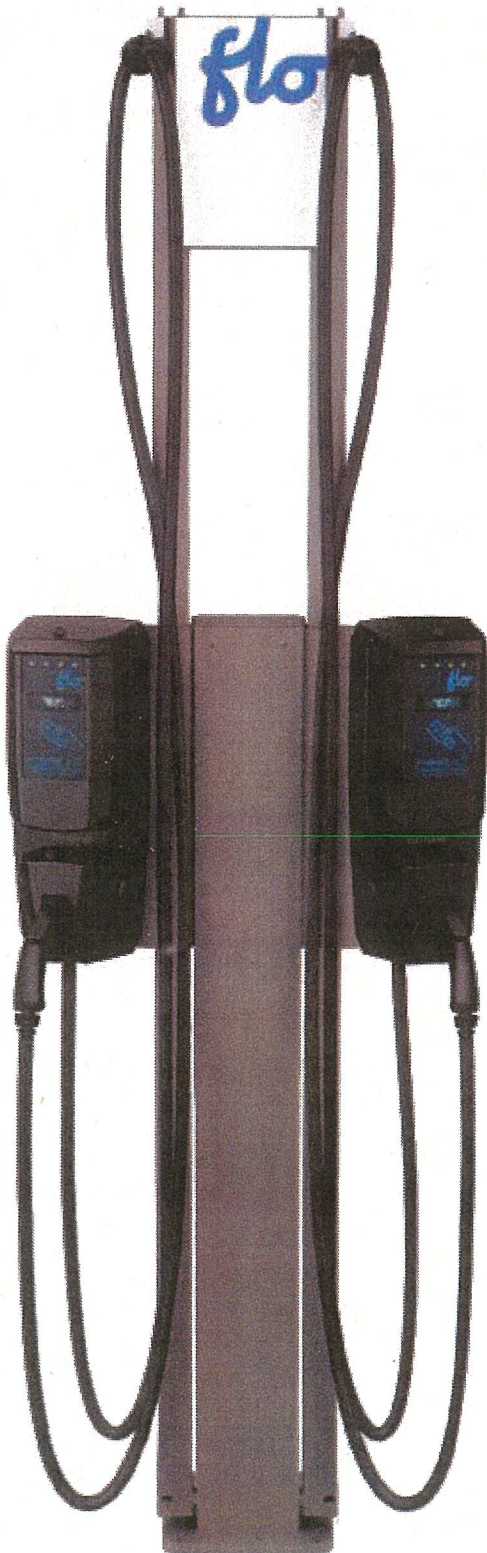
QUANTITY	MFG	PART # / DESCRIPTION		AMOUNT
2	FLO	COCH602EA1-FL-P07 CoRe+ Dual Station Standard 7.2kW	\$ 4,620.00	\$ 9,240.00
1	FLO	COPE000002 Pedestal	\$ 588.00	\$ 588.00
1	FLO	C+V1-ANCHOR Anchor Kit	\$ 140.00	\$ 140.00
6	FLO	SPG2002001-FL 1 Year Prepaid Software	\$ 140.00	\$ 840.00
2	FLO	COWA002002 Extended Warranty 2 Additional Years (3 Total)	\$ 240.00	\$ 480.00
			\$ -	\$ -
			\$ -	\$ -
<b>EV PACKAGE TOTAL PRICE</b>				<b>\$ 11,288.00</b>

**EXCLUSIONS**

Shipping is estimated and may be subject to change

SUBTOTAL	\$ 11,288.00
TAX RATE	
SALES TAX	-
SHIPPING & HANDLING	500.00
<b>TOTAL</b>	<b>\$ 11,788.00</b>

X	X
Crook County Library	Facility Solutions Group
12/5/2024	12/5/2024



Shown with optional  
cable management system

## CoRe+™

### Smart level 2 charging station for private, public and commercial applications

The CoRe+™ charging station is designed for applications such as workplaces, multi-unit residential buildings, fleets, and is also suitable for public spaces

#### Easy to use and reliable

- Cable management system (CMS) with unique counterweight system for smooth retraction.<sup>1</sup>
- Built to last with rugged Type 4X aluminum enclosure to protect the station from windblown dust, debris, ice and water
- Integrated cable holster for neat, safe cable storage

#### Versatile and efficient

- Save on electricity costs with patented PowerSharing™ and PowerLimiting™ technologies.
- Customizable installation choices suit a variety of parking configurations.

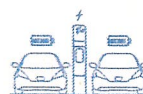
#### Smart station, smarter investment

- Monitor station health and gain key insights with the cloud-based management dashboard.
- Maximize uptime with proactive station monitoring and remote intervention services.<sup>2</sup>
- Easily expand capacity with optional cascading kit to daisy-chain multiple charging stations on the same branch circuit



#### For workplace

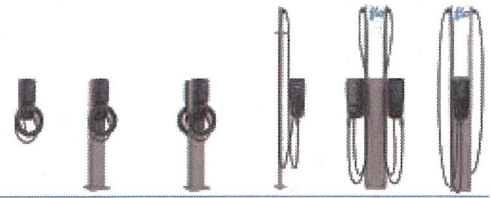
Offer EV charging services to your employees, with a solution that will evolve with you as more drivers make the switch to electric vehicles.



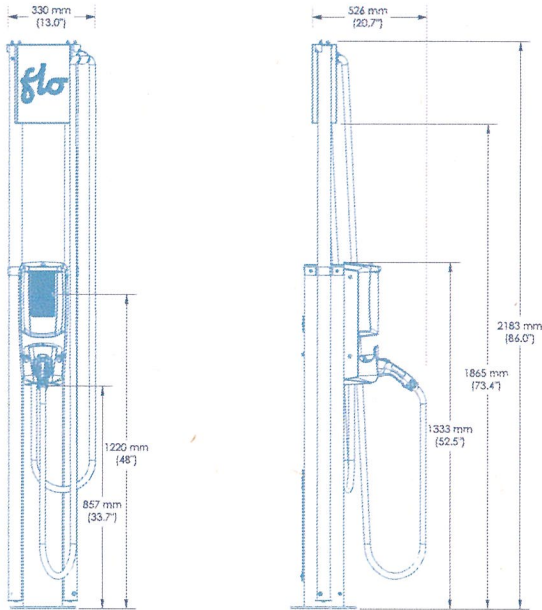
#### For fleets

Ideal for fleet managers who wish to grow their light and medium duty EV fleets while maintaining affordable operational costs.

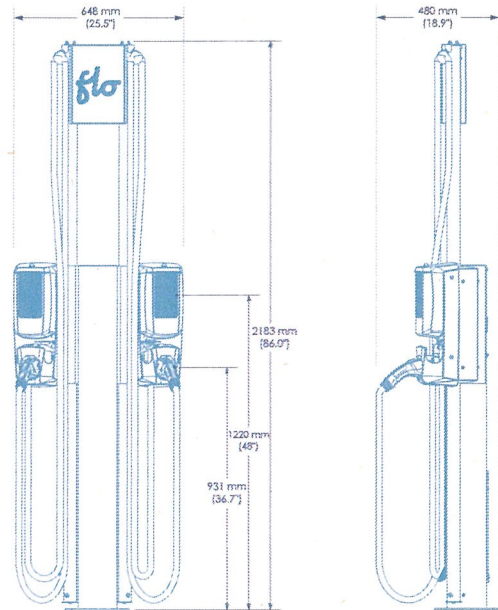
# Available Configurations



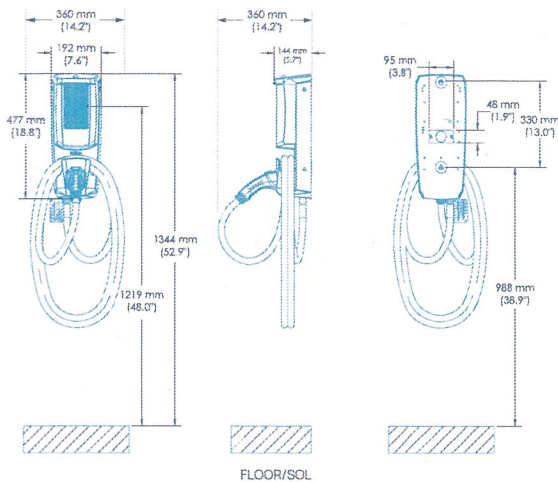
## DIMENSIONS



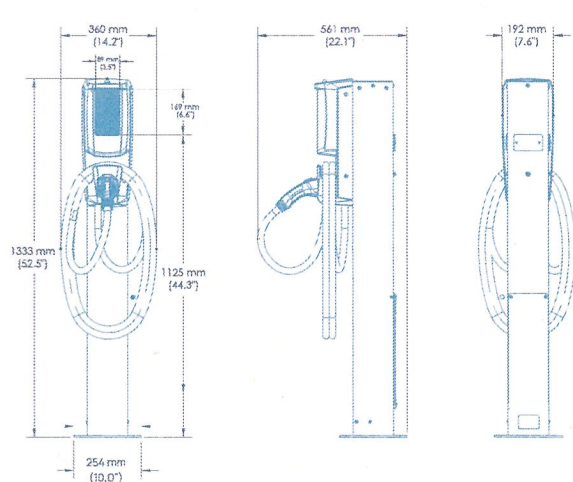
Single CoRe+™ on pedestal with CMS



Dual side-by-side CoRe+™ on pedestal with CMS



Wall Mount CoRe+™ (without CMS)



Single CoRe+™ on pedestal (without CMS)



Learn more  
[info@flo.com](mailto:info@flo.com)  
 1 (855) 543-8356



Made in North America

Page 29  
 Designed and manufactured  
 by AddEnergie Technologies Inc. d/b/a FLO.  
[flo-core+-specs-sheet-en-d-2024-03-11](#)

# The FLO Warranty Product Family

		Basic warranty	Extended warranty	Performance warranty <sup>1</sup>
<b>Coverage</b>	Term	1 year, parts and labor	1, 2, 3, 4 additional years	1, 2, 3, 4, 5 years <sup>2</sup>
	Parts coverage	✓	✓	✓
	Labor coverage	✓	✓	✓
	Travel costs			2 hours travel included
	Vandalism, auto accidents			Labor covered
	Preventative maintenance			SmartDC only: 1 preventative maintenance visit per year
<b>Service levels</b>	Response time			1 business day for all issues
	On-site technician support SLA			1 business day for onsite support from parts availability
	Commissioning service	✓	✓	Priority commissioning service
	Proactive station monitoring	✓	✓	Priority coverage
<b>Uptime</b>	Charging station uptime guarantee			>98% uptime with non-performance penalty
	Reporting			Customized quarterly reporting for usage and performance visibility
<b>Other</b>	Commissioning fee <sup>3</sup>			Always included
	Unlimited station configuration <sup>3</sup>			Always included

1. Requires the station to be connected with a FLO Global Management Services (GMS) plan for the equivalent term of the warranty; Please refer to the FLO Performance Warranty Terms & Conditions for details on all requirements and exclusions.
2. Service starts at commissioning, but term starts on the first day of the following month; Automatic contract renewal following the initial term for an additional one year period.
3. Both the commissioning and unlimited station configuration services are included as part of the GMS fee; the GMS package is required in order to add any of the FLO warranty products.

For more information:

✉ info@flo.com

☎ 1-855-543-8356

🌐 www.flo.com



**OR240309**  
**Crook County Library**  
**175 NW Meadow Lakes Drive**  
**Prineville, OR 97754**  
August 20, 2024

**Disclaimer:**

The intent of this report is to provide an estimate of costs associated with electric vehicle charging infrastructure. This report is not intended to serve as an engineering design document. Detailed design efforts would be required to implement the recommended charging infrastructure. While the recommendations in this report have been reviewed for technical accuracy and are believed to be reasonably accurate, the findings are preliminary only and may vary from the final site design. As a result, neither Pacific Power nor C2 Group shall be liable if preliminary estimated costs differ from actual costs. All cost estimates in this report are for informational purposes only and are not to be construed as design documents or as guarantees of construction costs. The customer shall independently evaluate any advice provided in this report. Any system or service upgrades must go through the full utility estimation process. In no event will Pacific Power or C2 Group be liable for any incidental or consequential damages of any kind in connection with this report, with the installation of recommended infrastructure, or with the operations of the customer's facilities.

This report may contain confidential electric usage data. Electric usage data is provided to inform customers of estimated increased electricity usage associated with the proposed EVSE installation. Usage data may be used by Pacific Power to forecast increased usage due to EVSE adoption.



## Electric Vehicle Service Equipment (EVSE) Project Summary

C2 Group has been contracted by Pacific Power to assess the feasibility of installing two (2) new Level 2 charger ports at Crook County Library located at 175 NW Meadow Lakes Drive, Prineville, OR 97754, and infrastructure improvements to support the installation of the new charging stations.

## Electrical Infrastructure Assessment

During the site visit conducted on August 6<sup>th</sup>, 2024, it was confirmed that this report will assess the feasibility to install one (1) dual-port Level 2 charger (2 ports) in the existing parking lot located on the east side of the project site, west of NW Meadow Lakes Drive. Field measurements were taken at all proposed electric vehicle stall locations and existing supporting infrastructure. Based on discussions during the site visit, it is advised to install networked charger stations on the Pacific Power Qualified Product List (QPL), as chargers are required to be on the QPL to submit a Pacific Power grant or rebate application for the project. Networked chargers also provide real-time information on charger use, facilitate payment for charging in the future by vehicle owners, and adjust the rate or time of charging based on more favorable rates from Pacific Power. Additionally, many charger companies offer warranties and maintenance service contracts for charger hardware and software.

By inspection of Pacific Power's online electric distribution mapping system, and verified during the site walk, there is an existing pad mount transformer north of the proposed charging stalls, along NW Meadow Lakes Drive. The distribution mapping system also indicates this transformer can support the proposed charger stations without being upgraded, which would need to be confirmed with Pacific Power through a new electric service request.

The following proposed utility-owned infrastructure improvements are advised to be completed:

- Installation of new wire from the existing pad mount transformer to a new 100A (208Y/120V), 3-phase meter panel.

The following proposed customer-owned infrastructure improvements are advised to be completed:

- Installation of a new 100A (208Y/120V), 3-phase distribution panel.
- Installation of new underground conduit and trenching to serve the proposed charger.
- Installation of one (1) dual-port Level 2 charging station.

Project costs can increase as the length of trenching and conduit increases. Significant portions of construction costs can also be the cost of the charging stations, electrical equipment, and potential impacts on existing underground utilities. It is anticipated that a building permit from the local authority having jurisdiction over the project site would be required, with the associated permitting fees.

As discussed during the site visit, a new accessible parking stall or pedestrian path of travel will not be considered for the project.

### EVSE Assessment

Electric vehicles can be charged using either Level 2 chargers or DC Fast Chargers (DCFCs). Level 2 chargers require 208V or 240V service and have power ratings between 7.2 and 19.2 kW. A typical light-duty car, van, or truck may need approximately 8 hours for the battery charge using a 7.2 kW charger.

DCFCs can come in a wider variety of power levels, from 25 kW to 500 kW and typically require a 480V service for power. The price of higher-powered chargers can significantly increase. Using a mid-range 60 kW DCFC, a light-duty car, van, or truck can be charged in approximately 2 hours.

It is also important to keep in mind that EV charging rates can vary by vehicle and battery capacity.

### Line Extension Allowance

With a nonresidential line extension dedicated for EV charging (when 80% of the estimated annual load is for EV charging), Pacific Power grants an extension allowance that is twice the estimated annual revenue the applicant is expected to pay the utility in a year of normal operations. This allowance credit is used by Pacific Power to offset utility service upgrade costs.

**OREGON DEPARTMENT OF TRANSPORTATION (ODOT) REBATES**

The ODOT Plugging in Oregon: Community Charging Rebates Program offers rebates to public and private entities to reduce the cost of purchasing, installing, and maintaining qualified Level 2 charging equipment at publicly accessible parking locations and multi-family housing throughout Oregon. Rebates may vary based on project characteristics and are determined by the per-port program rebate shown in Table 1 for a minimum number of two ports per site up to a maximum of eight ports per site. If more than eight ports are to be installed, only the first eight ports are eligible for the rebate. The Program is not accepting applications at this time. However, it is likely that a funding cycle will be available in the future.

Program rebates may be combined with other federal, state, local agency, or Pacific Power incentives; however, applicants must apply for other incentives first which will reduce the total eligible project costs by the received incentive amount when applying to the Program.

Additional program information can be found on the following website, including detailed eligibility and program requirements: <https://www.oregon.gov/odot/climate/pages/communitychargingrebates.aspx>

Project Type	Charger Type	Maximum Rebate per Port	
		<11.5 kW Charger	>11.5 kW Charger
Publicly accessible parking, including right-of-way parking	Level 2	\$4,500, up to 75% of eligible project costs	\$5,500, up to 75% of eligible project costs
		\$3,500, up to 75% of eligible project costs	
Workplace, accessible to all employees	Level 2	\$3,500, up to 75% of eligible project costs	
	Level 1	\$750	
Multi-family housing, accessible to all residents	Level 2	\$5,500, up to 75% of eligible project costs	
	Level 1	\$750	

**PACIFIC POWER REBATES**

Pacific Power offers rebates to multi-family properties and businesses to reduce the cost of purchasing and installing charging equipment throughout the Pacific Power service territory in Oregon. Rebates are determined by the per-port program rebates shown in Table 2 for a maximum of twelve ports or \$54,000 per multi-family site and six ports or \$6,000 for businesses. There is currently no timeframe in place when applications will no longer be accepted. Applicants must purchase and install qualified EV chargers as defined by Pacific Power (some chargers also require software to qualify) and EV chargers must be hardwired. It is required to enroll in a Time of Use (TOU) rate for an applicant to receive a rebate and it is recommended to remain on this rate for a minimum of one year to determine if a TOU rate is a good fit.

Additional program information can be found on the following website, including detailed eligibility and program requirements: <https://www.pacificpower.net/savings-energy-choices/electric-vehicles.html>

Project Type	Charger Type	Maximum Rebate per Port
Businesses	Level 2	\$1,000 up to 75% of project costs
Multi-family residential building with three or more units	Level 2	\$4,500, up to 75% of project costs

### PACIFIC POWER ELECTRIC MOBILITY GRANTS

Pacific Power offers grant funding to Pacific Power non-residential customers in Oregon. Funding awards will cover up to 100% of the eligible costs associated with studying, planning, promoting, or deploying electric transportation technology and projects. The grants are designed to prioritize advancing transportation electrification in underserved communities, including areas with low-density public charging. **The 2024 grant cycle is currently open and will close August 30, 2024.**

Grant applications will be considered for review if the following minimum criteria are met:

- Benefits residential customers
- Applicant is a PacifiCorp customer or provides benefits to PacifiCorp customers
- Applicant needs funding
- Project will stimulate the electric mobility marketplace
- Project package includes completed Application Form and all required Supporting Documentation
- Applicants must purchase and install qualified EV chargers as defined by Pacific Power (some chargers also require software to qualify)
- Participate in data sharing and program evaluation activities, such as surveys and questionnaires

Additional program information can be found on the following website, including detailed eligibility and program requirements:

<https://www.pacificpower.net/savings-energy-choices/electric-vehicles/charging-station-grants.html>

### PACIFIC POWER GRANT MATCHING SUPPORT

Pacific Power offers Grant Matching Support funds to non-residential Pacific Power customers in Oregon and non-residential entities outside of the Pacific Power service territory that are providing benefits to Pacific Power customers who are planning to secure additional funding to offset the project costs related to transportation electrification. Support may cover up to 100% of eligible project costs. Preference is given to community-focused organizations, such as 501(c)(3); city county, and regional governmental entities serving or representing traditionally underserved communities and Pacific Power residential customers.

Grant Matching Support will be considered for review if the following minimum criteria are met:

- Submit application and supporting documentation to ensure project feasibility accuracy of project cost estimates
- Demonstrate need for project funding
- Applicants must purchase and install qualified EV chargers as defined by Pacific Power (some chargers also require software to qualify)
- Participate in data sharing and program evaluation activities, such as surveys and questionnaires

Additional program information can be found on the following website, including detailed eligibility and program requirements:

<https://www.pacificpower.net/savings-energy-choices/electric-vehicles/charging-station-grants.html>

## **PACIFIC POWER GRANT WRITING SUPPORT**

Pacific Power offers microgrants for grant writing support for non-residential Pacific Power customers in Oregon and non-residential entities outside of the Pacific Power service territory that are providing benefits to Pacific Power customers applying for Pacific Power Electric Mobility Grants. Support may cover up to 100% of Grant Writing Support costs. Up to 75% of the approved Grant Writing Support funding can be provided up front upon request to assist with the Grant application. Preference is given to community-focused organizations, such as 501(c)(3); city county, and regional governmental entities serving or representing traditionally underserved communities and Pacific Power residential customers.

Grant Writing Support will be considered for review if the following minimum criteria are met:

- Submit application
- Demonstrate need for grant writing support

Additional program information can be found on the following website, including detailed eligibility and program requirements:

<https://www.pacificpower.net/savings-energy-choices/electric-vehicles/charging-station-grants.html>

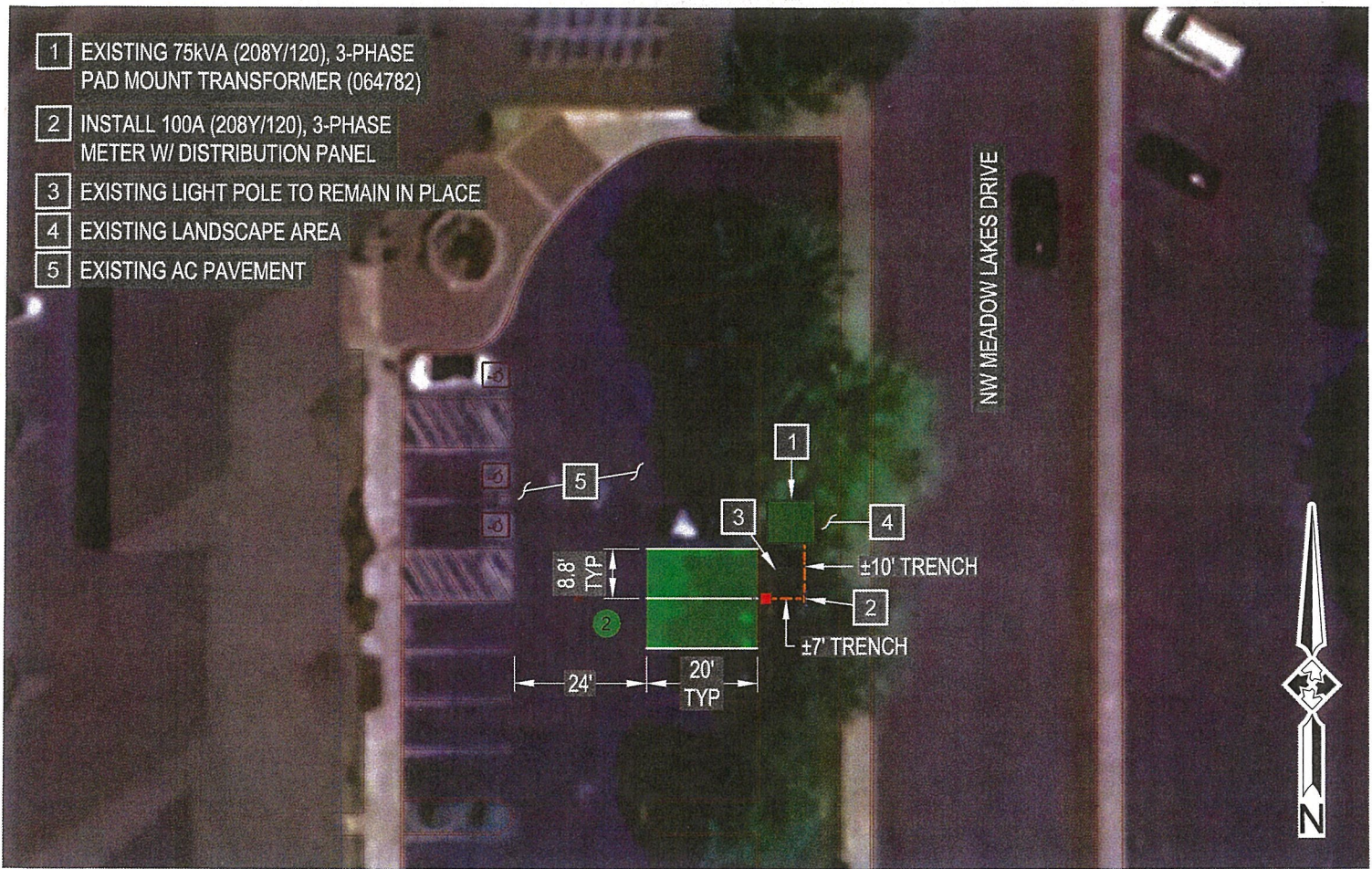
REBATE & GRANT APPLICATION LINKS

PACIFIC POWER REBATES AND GRANTS	
REBATES	Multi-family Project Rebate Application <a href="https://www.pacificpower.net/savings-energy-choices/electric-vehicles/multifamily-charger-rebates.html">https://www.pacificpower.net/savings-energy-choices/electric-vehicles/multifamily-charger-rebates.html</a>
	Business Project Rebate Application <a href="https://www.pacificpower.net/savings-energy-choices/electric-vehicles/business-charger-rebates.html">https://www.pacificpower.net/savings-energy-choices/electric-vehicles/business-charger-rebates.html</a>
	Rebate Frequently Asked Questions <a href="https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/EVSE_Rebate_FAQ.pdf">https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/EVSE_Rebate_FAQ.pdf</a>
	Support Contact ▪ <b>Rebate Support Contact:</b> <a href="mailto:plugin@resource-innovations.com">plugin@resource-innovations.com</a>
ELECTRIC MOBILITY GRANTS	Grant Application Preview <a href="https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/Oregon_Electric_Mobility_Grant_Application_Preview.pdf">https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/Oregon_Electric_Mobility_Grant_Application_Preview.pdf</a>
	Grant Frequently Asked Questions <a href="https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/Oregon_Electric_Mobility_Grant_FAQs.pdf">https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/Oregon_Electric_Mobility_Grant_FAQs.pdf</a>
	Support Contact ▪ <b>Grant Support Contact:</b> <a href="mailto:plugin@resource-innovations.com">plugin@resource-innovations.com</a>
GRANT MATCHING SUPPORT	Grant Matching Support Overview <a href="https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/OR_EV_Grant_Matching_Overview.pdf">https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/OR_EV_Grant_Matching_Overview.pdf</a>
	Grant Matching Support Application <a href="https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/OR_EV_Grant_Matching_Application.docx">https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/OR_EV_Grant_Matching_Application.docx</a>
	Support Contact ▪ <b>Grant Matching Support Contact:</b> <a href="mailto:plugin@resource-innovations.com">plugin@resource-innovations.com</a>
GRANT WRITING SUPPORT	Grant Writing Support Application <a href="https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/EV_Grant_Writing_Support_Application.docx">https://www.pacificpower.net/content/dam/pcorp/documents/en/pacificpower/savings-energy-choices/electric-vehicles/EV_Grant_Writing_Support_Application.docx</a>
	Support Contact ▪ <b>Grant Writing Support Contact:</b> <a href="mailto:plugin@resource-innovations.com">plugin@resource-innovations.com</a>
OREGON DEPARTMENT OF TRANSPORTATION (ODOT) COMMUNITY CHARGING REBATES	
Rebate Application	<a href="https://www.cognitoforms.com/odot2/communitychargingrebatesapplication">https://www.cognitoforms.com/odot2/communitychargingrebatesapplication</a>
Rebate Facts Sheet	<a href="https://www.oregon.gov/odot/climate/Documents/ODOT%20Charging%20Rebate%20Fact%20Sheet%20June%208%202023.pdf">https://www.oregon.gov/odot/climate/Documents/ODOT%20Charging%20Rebate%20Fact%20Sheet%20June%208%202023.pdf</a>
Support Contacts	<ul style="list-style-type: none"> <li>▪ <b>ODOT CCR Support</b> Contact: <a href="mailto:communitychargingrebates@odot.oregon.gov">communitychargingrebates@odot.oregon.gov</a></li> <li>▪ <b>Forth CCR Support</b> Contact: <a href="mailto:ODOTchargingrebates@forthmobility.org">ODOTchargingrebates@forthmobility.org</a></li> </ul>

PRELIMINARY DESIGN

SCALE: 1" = 30'

- 1 EXISTING 75kVA (208Y/120), 3-PHASE PAD MOUNT TRANSFORMER (064782)
- 2 INSTALL 100A (208Y/120), 3-PHASE METER W/ DISTRIBUTION PANEL
- 3 EXISTING LIGHT POLE TO REMAIN IN PLACE
- 4 EXISTING LANDSCAPE AREA
- 5 EXISTING AC PAVEMENT



PROJECT SUMMARY

THE PROJECT INCLUDES THE LOCATION OF ONE (1) EV STALL GROUPING AREA CONSISTING OF (2) STANDARD STALLS. THE STALLS ARE LOCATED IN THE EAST SIDE OF THE PROJECT SITE. THE EV STALLS WILL BE SERVICED FROM AN EXISTING PAD MOUNT TRANSFORMER AS DETAILED IN SITE LAYOUT HEREIN.

- 1. TOTAL PROPOSED EV STALLS = 2
  - A. STANDARD STALL = 2
  - B. TOTAL EXISTING STALL REMOVED = 0
- 2. TOTAL EV CHARGING STATIONS = 1
  - A. DUAL PORT (PEDESTAL MOUNT) = 1
- 3. ELECTRICAL EQUIPMENT TO BE INSTALLED:
  - A. INSTALL 100A (208Y/120V), 3-PHASE METER W/ DISTRIBUTION PANEL
- 4. TOTAL LENGTH OF TRENCH / CONDUIT:
  - A. LENGTH OF TRENCH TO THE METER (TtM)= 10 FT
  - B. LENGTH OF BELOW GRADE CONDUIT TO THE METER (TtM)= 16 FT
  - C. LENGTH OF TRENCH BEHIND THE METER (BtM)= 7 FT
  - D. LENGTH OF BELOW GRADE CONDUIT BEHIND THE METER (BtM)= 13 FT
- 5. SITE WORK IMPACTS INCLUDE:
  - A. REMOVAL & REPLACEMENT OF EXISTING LANDSCAPE.
  - B. IMPACTS TO EXISTING UTILITIES TO BE VERIFIED DURING FINAL ENGINEERING.
  - C. IMPACTS TO EXISTING PACIFIC POWER INFRASTRUCTURE TO BE VERIFIED DURING FINAL ENGINEERING.

LEGEND

- EV STANDARD PARKING STALL
- 7.2kW DUAL-PORT PEDESTAL LEVEL 2 CHARGER
- PROPOSED ELECTRICAL CONDUIT & TRENCH LINE
- EXISTING PAD MOUNT TRANSFORMER (BY PACIFIC POWER)
- PROPOSED METER W/ DISTRIBUTION PANEL
- EXISTING LIGHT POST TO REMAIN IN PLACE
- EXISTING BOLLARD TO REMAIN IN PLACE
- PROPOSED BOLLARD

SITE CONSTRAINTS

SITE CONSTRAINTS DURING CONSTRUCTION INCLUDE:

- 1. VEHICLE TRAFFIC WILL BE INTERMITTENTLY CONSTRAINED DURING INSTALLATION OF CONDUIT.
- 2. ACCESS TO PARKING STALLS ALONG CONDUIT LINE TO BE INTERMITTENTLY INACCESSIBLE DURING CONSTRUCTION.



# Preliminary Cost Estimate

Project Name            Crook County Library  
 Address                 175 NW Meadow Lakes Drive  
 City, State, Zip        Prineville, OR, 97754

### Project Summary

No. of L2 Ports            2  
 No. of DCFC Ports        0  
 Total EVSE Ports        2  
 No. of ADA Stalls        0

### Preliminary Cost Summary

Item No.	Item Description	Total
1.00	Pacific Power Service Upgrades	\$ 1,360.00
2.00	EVSE Design and Permitting	\$ 13,040.00
3.00	EVSE Construction	\$ 8,662.49
4.00	EVSE Equipment	\$ 12,918.39
	EVSE Contingency	\$ 7,196.18

**Preliminary Cost Estimate Total \$ 43,177**  
 EVSE Cost per Port \$ 21,588.53

The purpose of this preliminary budget estimate is to provide a forecast of the anticipated construction costs based on the scope of work outlined in the preliminary design and is not based on construction documents which are required to obtain actual pricing. This document is provided as tool for planning purposes. Final construction costs may vary from the costs presented in this document.





# Oregon Rebate Summary

Project Name                    Crook County Library  
 Address                         175 NW Meadow Lakes Drive  
 City, State, Zip                Prineville, OR, 97754

**Project Summary**

No. of L2 Ports                 2  
 No. of DCFC Ports             0  
 Total EVSE Ports              2  
 No. of ADA Stalls             0  
 ODOT Priority Community    Yes  
 ODOT Project Type            Publicly Accessible Parking  
 Pacific Power Project Type   Business

**Rebate Summary**

Item No.	Item Description		Max Rebate
1.00	ODOT Community Charging Rebate	\$	8,500
2.00	Pacific Power Rebate	\$	2,000

<b>Rebate Estimate Total</b>	<b>\$</b>	<b>10,500</b>
Rebate Cost per Port	\$	5,250.00

The purpose of this rebate summary is to provide the maximum allowable rebates from ODOT and Pacific Power based on the scope of work outlined in the preliminary design and is not based on final construction documents. Actual rebate amounts may vary based on project eligible costs and meeting the requirements set forth by ODOT and Pacific Power. Rebates can not exceed 75% of project costs. When applying for the ODOT rebate, the total combined rebate amount from different entities can not exceed the total project cost.

Preliminary Cost Estimate - Crook County Library

Item #	Item Description	Unit	Quantity	Unit Cost	Total
1.00	Pacific Power Service Upgrades				\$1,360.00
1.10	Estimated Allowance Credit				-\$1,360.00
2.00	EVSE Design and Permitting				\$13,040.00
	Engineered Design - Civil	LS	1	\$ 5,840.00	\$5,840.00
	Engineered Design - Electrical	LS	1	\$ 5,100.00	\$5,100.00
	Permits	LS	1	\$ 2,100.00	\$2,100.00
3.00	EVSE Construction				\$8,662.49
	Mobilization	LS	1	\$ 1,816.16	\$1,816.16
	Temporary Facilities	LS	1	\$ 412.50	\$412.50
	Install New Meter Panel/Distribution Panel on Concrete Pad	EA	1	\$ 2,029.21	\$2,029.21
	Trenching/Backfill	LF	17	\$ 44.53	\$756.96
	Furnish and Install Service Conduit	LF	16	\$ 18.18	\$290.83
	Furnish and Install Level 2 EVSE Conduit	LF	13	\$ 8.21	\$106.74
	Construct EVSE Foundation	EA	1	\$ 538.15	\$538.15
	Softscape Trench Restoration	SF	17	\$ 6.70	\$113.84
	Furnish and Install Level 2 EVSE Wire	LF	94	\$ 4.09	\$384.18
	EVSE Installation	EA	1	\$ 343.37	\$343.37
	Furnish and Install Protective Bollards	EA	1	\$ 286.19	\$286.19
	EVSE Startup and Commissioning (For up to 16 Units)	LS	1	\$ 530.80	\$530.80
	Striping and Signage	LS	1	\$ 1,053.56	\$1,053.56
4.00	EVSE Equipment				\$12,918.39
	Level 2 Dual-Port Charger Including Software (7.2 kW)	EA	1	\$ 9,418.39	\$9,418.39
	100A Meter/Distribution Panel	EA	1	\$ 3,500.00	\$3,500.00
	Subtotal				\$35,980.88
	Contingency		20%		\$7,196.18
				<b>Total Cost</b>	<b>\$ 43,177</b>

## Signature Page

### Certification

*I certify that in preparation for submitting this application I have reviewed the application as well as the award recipient requirements, understand that should this project be awarded funding, my organization will be able to meet the award recipient requirements as described at <https://www.pacificpower.net/savings-energy-choices/electric-vehicles/charging-station-grants.html> and attest that the information provided in this application is both accurate and current. I also understand that submitting an application in no way obligates Pacific Power to provide funding and that funds are distributed at the sole discretion of Pacific Power.*

Signature:

Date:

Printed name:

Title:

Organization:

Contact number

Applicant Information	
<b>Name of organization</b>	
<b>Primary project contact name</b>	
<b>Role in the intended grant</b>	
<b>Phone number</b>	
<b>Email address</b>	
<b>Type of applicant</b> ( <i>local non-profit, higher education, municipality, etc.</i> )	
<b>Type of intended project</b> <i>Please check all that apply</i>	<input type="checkbox"/> Education or outreach campaign <input type="checkbox"/> Installation of EV charging infrastructure <input type="checkbox"/> Needs assessment <input type="checkbox"/> Procurement of electric vehicle <input type="checkbox"/> Research and development <input type="checkbox"/> Other (please explain): <hr/>
<b>Are you receiving grant writing support funding from any other sources?</b> <i>If yes, please indicate these sources</i>	<input type="checkbox"/> Yes (please explain): _____ <input type="checkbox"/> No
<b>Is your organization currently barred, excluded or otherwise prohibited from doing business with any federal, state, or local governments based on previous violations of law(s)?</b> <i>If yes, Pacific Power will request additional information on this topic.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Application Form Instructions

1. Review all information about the requirements and eligibility information before completing the grant writing support application form.
2. Complete this application form.
3. Provide required supporting documentation to submit as attachments with your application form:
  1. Provide supporting documentation
    1. Costs (e.g., estimate or invoice from grant writer)
    2. Signature page
  2. Submit the application form as a word document (.doc or docx) or PDF file to [plugin@pacificpower.net](mailto:plugin@pacificpower.net) with "Grant Writing Support" in the subject line. Supporting documentation can be combined into a single PDF or attached as separate files. The signed certification page may be submitted as a separate document in a PDF or image file.

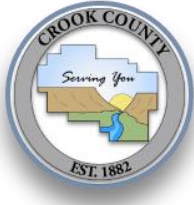
Intended Grant Details	
<b>Name and source of primary intended Grant (required)</b> <i>Insert website link</i>	
<b>Name and source of additional intended grant (optional)</b> <i>Insert website link</i>	
<b>Name and source of additional intended grant (optional)</b> <i>Insert website link</i>	
<b>Estimate the grant funding you are seeking from the intended grants to complete your project?</b>	\$
<b>Amount requested from Oregon grant writing support</b> <i>Support may cover costs associated with internal or external support to write and develop a grant proposal</i>	\$
<b>Has a grant writer been secured?</b>	<input type="checkbox"/> Secured <input type="checkbox"/> In progress
<b>Status details</b> <i>If grant writer is "in progress", please explain the current status and timeline.</i>	
<b>Grant writer organization</b>	
<b>Grant writer name</b>	
<b>Grant writer e-mail</b>	
Intended Project Details	
<b>Please respond to each request below in 200 words or less.</b>	
<b>Explain the need for Pacific Power grant writing support to apply for the intended grant.</b>	
<b>Explain why your organization selected the intended grant writer and any qualifications and/or expertise they bring to the grant writing process.</b>	
<b>Describe the intended project(s) that will result if you secure the intended grant funding (Please describe scope of the project(s) as much as possible).</b>	

<p><b>How will pursuing the intended grant and executing the intended project benefit Pacific Power customers, in particular residential customers?</b> <i>(Economic, environmental, educational, social, etc.)</i></p>
<p><b>Describe how your Intended Project would be unique or innovative</b> <b>**Does not apply to EVSE-only installation projects.</b></p>
<p><b>How would your intended project support equity in transportation electrification and will this project support underserved<sup>1</sup> communities?</b></p>
<p><b>Describe any additional benefits from your intended project.</b></p>

---

<sup>1</sup> Underserved communities include residents of rental or multifamily housing, communities of color, communities experiencing lower incomes, tribal communities, rural communities, frontier communities, coastal communities and other communities adversely harmed by environmental and health hazards (Oregon House Bill 2165).

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

**Budget/fiscal impacts:**

**Requested by:**

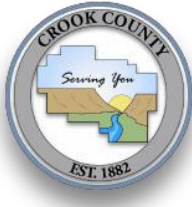
**Presenters:**

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

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



## AGENDA ITEM REQUEST



**Date:**

12/26/2024

**Meeting date desired:**

1/15 BOC Work Session, 1/22 BOC Mtg

**Subject:**

OHA 2023-2025 Intergovernmental Agreement Amendment 14

**Background and policy implications:**

Amendment 14 to the OHA-LPHA contract (180007) provides year-end adjustments for FY24 and updated funding amounts for FY25.

**Budget/fiscal impacts:**

Attachment A subtracts final FY24 expenses to balance and close the FY24 contract.

PE13, PE36, PE51-05, carry unspent funds into FY25.

PE42-11 had \$650.35 removed.

Attachment C reallocates rollover funds from FY24. We are also receiving an additional \$64,232.25 for Alcohol & Drug Prevention Education Program (PE36) and an additional award of \$121,576.38 for CDC PH Infrastructure Funding (PE51-05).

**Requested by:**

Camille Krueger, Health & Human Services Deputy Director

ckrueger@crookpublichealthor.gov 541-447-5165

**Presenters:**

Camille Krueger, Health & Human Services Deputy 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**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Fourteenth 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 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 **October 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 C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby deleted and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” (FY24) is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
  - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment C, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment C 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” (FY25) is amended to add to the federal award information datasheet as set forth in Attachment D, 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  
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> Tuesday, October 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	\$30,828.61	\$0.00	\$30,828.61
PE01-09	COVID-19 Active Monitoring - ELC	\$188,674.16	\$0.00	\$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)	\$49,563.32	\$0.00	\$49,563.32
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$53,441.89	\$0.00	\$53,441.89
PE13	Tobacco Prevention and Education Program (TPEP)	\$325,797.86	(\$174,406.02)	\$151,391.84
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	(\$28,219.43)	\$84,440.57
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	(\$650.35)	\$20,982.65
PE42-12	MCAH Oregon Mothers Care Title V	\$11,412.00	\$0.00	\$11,412.00
PE42-13	Family Connects Oregon (Inactivate after SFY24 closes)	\$65,501.00	\$0.00	\$65,501.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,792.00	\$0.00	\$10,792.00
PE43-05	OIP Bridge COVID	\$10,163.00	\$0.00	\$10,163.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$0.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$17,113.68	\$0.00	\$17,113.68

<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>
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	\$0.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$148,646.88	\$0.00	\$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	(\$121,576.38)	\$33,864.03
PE62	Overdose Prevention-Counties	\$72,550.57	\$0.00	\$72,550.57
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$1,858,892.11	(\$324,852.18)	\$1,534,039.93

<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.

<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	10/2024: rollover unspent funds \$174,406.02 into FY25 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
PE36	10/2024: rollover unspent funds of \$28,219.43 into SFY25
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
PE42-11	10/2024: De-obligating unspent funds of \$650.35.
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	10/2024: rollover unspent funds of \$121,576.38 into SFY25 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 B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY24)**

**PE36 Alcohol & Drug Prevention Education Program (ADPEP)**

Federal Award Identification Number:	State Funds	State Funds	State Funds	B08TI083963	B08TI084667	B08TI085829
Federal Award Date:				05/17/21	08/03/22	02/15/23
Budget Performance Period:				9/01/2021-	10/01/2021-	10/1/22-9/30/24
Awarding Agency:				SAMHSA	SAMHSA	SAMHSA
CFDA Number:				93.959	93.959	93.959
CFDA Name:				Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:				\$16,658,035	\$6,637,462	\$6,547,845
Project Description:				Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Awarding Official:				Jessica Hartman	Jessica Hartman	Jessica Hartman
Indirect Cost Rate:				18.06%	18.06%	17.79
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	52784	52613	52617	52523	52519	52530
Index:	50341	50341	50341	50341	50341	50341

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$1,323.75	\$84.51	\$844.95	\$20,103.66	\$15,209.10	\$46,874.60	\$84,440.57

**PE42-11 MCAH Title V**

Federal Award Identification Number:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52355
Index:	50336

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$20,982.65	\$20,982.65

**PE51-05 CDC PH Infrastructure Funding**

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:	11/29/22	12/05/23
Budget Performance Period:	12/1/2022-11/30/2023	12/1/23-11/30/24
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$38,754,643.00
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	OHA, PHD's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	50297	50317
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$15,253.30	\$18,610.73	\$33,864.03

*FY25 Financial Assistance Award and Federal Reporting Information on following pages.*



**Attachment C  
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> Tuesday, October 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	\$33,687.39	\$0.00	\$33,687.39
PE01-08	COVID Wrap Direct Client Services	\$11,718.76	\$0.00	\$11,718.76
PE01-09	COVID-19 Active Monitoring - ELC	\$99,221.99	\$0.00	\$99,221.99
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$3,340.68	\$0.00	\$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)	\$257,609.14	\$0.00	\$257,609.14
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$21,410.75	\$64,232.25	\$85,643.00
PE36-01	OSTPR Board Primary Prevention Funding	\$99,482.00	\$0.00	\$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	\$475,408.86	\$0.00	\$475,408.86
PE51-05	CDC PH Infrastructure Funding	\$0.00	\$121,576.38	\$121,576.38
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
		\$1,807,674.96	\$185,808.63	\$1,993,483.59

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
PE36	10/2024: Prior Footnote Null and Void
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
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
PE51-05	10/2024: rollover unspent SFY24 funds of \$121,576.38
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 D**

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

**PE36 Alcohol & Drug Prevention Education Program (ADPEP)**

Federal Award Identification Number:	B08TI085829	B08TI087061
Federal Award Date:	02/15/23	07/22/24
Budget Performance Period:	10/1/22-9/30/24	10/01/2023-9/30/2025
Awarding Agency:	SAMHSA	SAMHSA
CFDA Number:	93.959	93.959
CFDA Name:	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:	\$6,547,845	\$4,452,683.93
Project Description:	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention, Treatment, and Recovery Services Block Grant
Awarding Official:	Jessica Hartman	Anthony Provenzano
Indirect Cost Rate:	17.79	17.79%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52530	52534
Index:	50341	50341

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$21,410.75	\$64,232.25	\$85,643.00

**PE51-05 CDC PH Infrastructure Funding**

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:		12/05/23
Budget Performance Period:	12/1/2024-11/30/2025	12/1/23-11/30/24
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$2,339,080.00
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	OHA, PHD's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	TBD	50317
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$70,919.55	\$50,656.83	\$121,576.38

## 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):**

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM  
GRANT AGREEMENT**

Project Name: Crook County

Grant Number: 24-506

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and Crook County for the project referred to above and described in Exhibit A (“Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law. Notwithstanding the effective date of this agreement, Project activities may begin on July 1, 2024.

This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A Project Description and Budget
- Exhibit B RESERVED
- Exhibit C Federal Requirements and Certifications
- Exhibit D RESERVED
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F RESERVED

Pursuant to Oregon Laws 2021, Chapter 539 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Emergency Management Performance Grant Program (“EMPG” or “Program”).

**SECTION 1 - KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$75,903.00

**Period of Performance:** July 1, 2024 to June 30, 2025

**SECTION 2 - GRANT**

OEM shall provide Recipient, and Recipient shall accept from OEM, a(n) EMPG grant (the “Grant”) not to exceed in Grant Funds for eligible costs. If applicable, Recipient shall provide matching funds for all project costs as described in Exhibit A.

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

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

Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

### SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis.

B. Disbursement Requirements.

- (1) Recipient must submit each disbursement request for eligible Project Costs on a Request for Reimbursement form (“RFR”), provided by OEM.
- (2) Recipient must submit a signed RFR, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly or quarterly during the term of this Agreement. The final RFR must be submitted no later than 30 days following the end of the Period of Performance (“RFR Deadline”). OEM has no obligation to reimburse Recipient for any RFR submitted after the RFR Deadline.
- (3) Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- (4) Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- (5) Reimbursements will only be made for actual expenses incurred during the Period of Performance. Recipient agrees that no grant may be used for expenses incurred before or after the Period of Performance.
- (6) Recipient must pay its contractors, consultants, and vendors before submitting a RFR to OEM for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Recipient for the Project, in accordance with the EMPG guidance and application materials, including without limitation the Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at:

EMPG: [Oregon Department of Emergency Management : Emergency Management Performance Grant \(EMPG\) Program : Grants : State of Oregon](#)

C. Financing Availability. Recipient must incur eligible costs under this Agreement on or before the Period of Performance Deadline. Recipient’s right to request disbursements for eligible costs under this Agreement terminates 30 days following the end of the RFR Deadline.

D. Conditions to Disbursements. As to any disbursement, OEM has no obligation to disburse funds unless all following conditions are met:

- (1) OEM (a) has received a completed RFR on an OEM provided form, (b) has received an accounting of how all prior disbursements have been expended, including written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OEM may require, (c) is satisfied that all items listed in the RFR are reasonable, and (d) has determined that the disbursement is only for eligible costs that are in accordance with Exhibit A Project Description and Project Budget.
- (2) The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date.

- (3) OEM has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OEM’s biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OEM is contingent on OEM receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in this Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OEM has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Agreement are met.
- (5) There is no Event of Default by Recipient.

**SECTION 4 - USE OF GRANT**

- A. Eligible Use. Recipient’s use of the Grant funds is limited to those expenses that are both reasonable and necessary to complete the Project and that are in accordance with Exhibit A Project Description and Budget.
- B. Ineligible Use. Recipient shall not use the Grant funds to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- C. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, that is not used according to this Agreement and approved by OEM or that remain unexpended after the earlier of the Period of Performance Deadline, the date the Project is completed or the date that this Agreement is terminated, shall be immediately returned to OEM, unless otherwise directed by OEM in writing.

The Recipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Recipient shall cooperate in a reasonable manner with the State of Oregon and the Federal Government in efforts to recover expenditures under this Agreement.

In the event the Recipient obtains recovery from a responsible party, the Recipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Recipient shall pay to OEM the proportionate Federal share, as defined in Exhibit D, of all project funds recovered in excess of costs of litigation.

**SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

- A. Existence and Power. Recipient represents and warrants to OEM that Recipient is a municipality duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (b) 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 its organizational documents; and (c) 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.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations 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.

- D. Approvals. 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.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.
- F. Debarment or Suspension. 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 OEM 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 crime.
- G. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- H. NIMS Compliance. By accepting funds, Recipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at [http://www.oregon.gov/ODEM/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/ODEM/emresources/Plans_Assessments/Pages/NIMS.aspx). The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law. Recipient agrees to complete the annual OEM NIMS Assessment.

## SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Period of Performance Deadline. Recipient shall complete the Project by the Period of Performance Deadline unless the total amount of the Grant is not available because one or more of the conditions in Section 3.D. are not satisfied.
- B. Reporting Requirements. Recipient shall submit periodic reports to OEM. The reports shall consist of the following:
  - 1) Performance and Financial Reports.
    - a) Recipient shall submit Programmatic Performance Reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the Fiscal Year 2024.
    - b) Reports are due to OEM on or before the 15th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31). The start date may vary depending on contract terms and will be communicated by OEM.
    - c) Recipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request. **Page 64**



2) Financial Reports

- a) Recipient shall submit fiscal reports, using a form provided by OEM, on the amount of Grant Funds used towards completion of the Project, as established in Exhibit A of this agreement.
- b) Fiscal reports are due to OEM on or before the 30th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c) Recipient may request from OEM prior written approval to extend a fiscal report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

3) Close-Out Report.

- a) Recipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally owned property report (if applicable), and final request for reimbursement (if applicable).
- b) Failure of Recipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

C. Recipient Procurements.

(1) Sub Agreements. Recipient may enter into agreements (hereafter “sub agreements”) for performance of the Project. Recipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including but not limited to the Build America, Buy America Act (BABAA) 2 CFR Part 184, ORS chapters 279A, 279B, 279C), and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement.

- a. Recipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Recipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- b. All sub agreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Recipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- c. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or

submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

- d. Recipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
  - e. In the event that Recipient subcontracts for engineering services, Recipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Recipient for the benefit of Recipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Recipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- (2) Purchases and Management of Property and Equipment: Records. Recipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- a. All property and equipment purchased under this agreement, whether by Recipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Recipient's property or equipment inventory system.
  - b. Recipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
  - c. For acquisition projects, Recipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).
  - d. A physical inventory of the property and equipment must be taken, and the results reconciled with the property and equipment records at least once every two years.
  - e. Recipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Recipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
  - f. Recipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

- g. If Recipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- h. Recipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- i. Recipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- j. Recipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Recipient if Recipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the EMPG

D. Compliance with Laws. Recipient shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

Specifically, Recipient acknowledges and agrees to follow constitutional Equal Protection requirements. Recipient shall consider all eligible beneficiaries (meeting 2 or more economic equity risk factors) as described in Exhibit A and shall not refuse to work with individuals, families, businesses, or communities based on protected class considerations.

E. Notice of Adverse Change. The Recipient shall promptly notify OEM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Agreement.

F. Notice of Event of Default. The Recipient shall give OEM prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

G. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless the State of Oregon, OEM, and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, agents or contractors, that is related to this Project. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or OEM of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the

laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OEM by its attorneys.

Recipient's sub agreement(s) shall require the other party to such sub agreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Recipient's sub agreement(s) from and against any and all Claims.

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

Recipient shall require the other party, or parties, to each of its sub agreements 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.

- H. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OEM encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:  
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Inspections; Information. The Recipient shall permit OEM, and any party designated by OEM: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OEM may reasonably require.
- J. 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 Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon ("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 or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) **Page 68**

any of their authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

- K. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Recipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Continued Tax Compliance. Recipient shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. OEM does not provide tax advice and OEM is not responsible for any tax consequences or compliance requirements associated with the Grant award to Recipient, including but not limited to 1099 Requirements and tax reporting requirements. Recipient is advised to consult with their own tax advisor or legal counsel.
- M. Tax Notice to Beneficiaries. Recipients that provide direct funding to beneficiaries shall provide notice to beneficiaries to the effect that OEM has not provided any tax advice to the beneficiaries of Program funds and OEM is not responsible for tax consequences, if any, to beneficiaries in connection with receipt of Program funding. Beneficiaries are advised to consult with their own tax advisor or legal counsel regarding tax consequences, if any, of accepting funds.
- N. Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Assistance Listing (formerly CFDA) number and title is “97.042 Emergency Management Performance Grants.” Recipient is a sub-recipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OEM a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OEM the annual audit of any Recipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
  - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
  - (3) Recipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

## SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material 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 Grant or the Project.
- B. The Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OEM. If, as a result of an Event of Default, OEM demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OEM’s demand. OEM may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OEM reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OEM defaults on any obligation in this Agreement, Recipient’s remedy will be limited to a claim for reimbursement or disbursement of funds authorized under this Agreement. In no event will OEM be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

## SECTION 9 - TERMINATION

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

- A. Termination by OEM.
  - (1) The Oregon Department of Administrative Services notifies OEM of an anticipated shortfall in applicable revenues or OEM fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OEM, in its reasonable discretion, to continue making payments under this Agreement;
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding;
  - (3) Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
  - (4) The Project would not produce results commensurate with the further expenditure of funds;

- (5) Recipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM; or
  - (6) OEM determines there is a material misrepresentation, error or inaccuracy in Recipient's application.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
- (1) The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - (2) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- D. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the parties.
- E. Effect of Termination. In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Recipient will return all Federal funds paid to Recipient for the Project which have not been expended or irrevocably committed to eligible activities.
- F. Settlement Upon Termination. Immediately upon termination under Sections 9.A.(1), (4) or (5), no Grant Funds shall be disbursed by OEM, and Recipient shall return to OEM Grant Funds previously disbursed to Recipient by OEM in accordance with Section 4.C and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Recipient shall return funds to OEM in accordance with Section 6.c, except that Recipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Recipient of any other term of this Agreement that may survive termination, including without limitation Sections 10.D and G.

**SECTION 10 - MISCELLANEOUS**

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

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

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

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

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

If to OEM:            Preparedness Section Manager  
                             Oregon Department of Emergency Management  
                             3930 Fairview Industrial Drive SE  
                             Salem OR 97302

If to Recipient      Emergency Manager  
                             Crook County  
  
                             Prineville, OR, 97754

- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OEM, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OEM.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.



- I. No Third-Party Beneficiaries. OEM and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. All provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- L. Public Records. OEM's obligations under this Agreement are subject to the Oregon Public Records Laws.
- M. 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. Each party shall bear its own costs incurred under this Section 6.C.
- N. 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.
- O. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Recipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- P. Insurance; Workers' Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

Signature page follows.

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



**STATE OF OREGON**  
acting by and through its  
Oregon Department of Emergency Management

**CROOK COUNTY**

By: \_\_\_\_\_  
Alaina Mayfield  
Preparedness Section Manager

By: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_  
Printed  
Title: \_\_\_\_\_

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Not Required per OAR 137-045-0030

**EXHIBIT A - PROJECT DESCRIPTION AND PROJECT BUDGET**

Recipient's Project Summary:

The FY2024 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2024 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

<b>Funding</b>	<b>OEM Funds</b>	<b>Other / Matching Funds</b>
EMPG Federal Grant Funds	\$66,170.00	
HB 3059 State Grant Funds	\$9,733.00	
Match Funds (Provided by Subrecipient)		\$56,437.00
<b>Totals</b>	<b>\$75,903.00</b>	<b>\$56,437.00</b>

<b>Line Item Activity</b>	<b>OEM Funds</b>	<b>Other / Matching Funds</b>
Personnel	\$67,611.00	\$48,145.00
Travel	\$0.00	\$0.00
Training	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Rent	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Phone	\$0.00	\$0.00
Other	\$0.00	\$0.00
Contractual	\$1,675.00	\$1,675.00
Indirect Costs	\$6,617.00	\$6,617.00
Equipment	\$0.00	\$0.00
<b>Total</b>	<b>\$75,903.00</b>	<b>\$56,437.00</b>

**EXHIBIT B – RESERVED**

## EXHIBIT C – FEDERAL REQUIREMENTS AND CERTIFICATIONS

### Article 1

#### **Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

### Article 2

[Reserved]

### Article 3

#### **Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

### Article 4

#### **Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### Article 5

#### **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### Article 6

#### **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C.

§§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### Article 7

#### **Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or

linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

## **Article 8**

### **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

## **Article 9**

### **Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## **Article 10**

### **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

## **Article 11**

### **Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2

C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article 12**

### **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## **Article 13**

### **Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **Article 14**

### **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17.

Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

## **Article 15**

### **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

## **Article 16**

### **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **Article 17**

### **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## **Article 18**

### **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## **Article 19**

### **Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

## **Article 20**

### **Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## **Article 21**

### **Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

## **Article 22**

### **John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

## **Article 23**

### **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **Article 24**

### **Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt



to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

## **Article 25**

### **National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Article 26**

### **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article 27**

### **Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

## **Article 28**

### **Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

## **Article 29**

### **Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14. Page 81

## **Article 30**

### **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article 31**

### **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **Article 32**

[Reserved]

## **Article 33**

[Reserved]

## **Article 35**

### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment, and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

## **Article 36**

### **Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

## **Article 37**

### **Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

## **Article 38**

### **Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

## **Article 39**

### **USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## **Article 40**

### **Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

## **Article 41**

### **Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

## **Article 42**

### **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

## **Article 43**

### **Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the

requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44**

[Reserved]

**Article 45**

**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46**

[Reserved]

**Article 47**

**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**EXHIBIT D –RESERVED**

**EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)**

Federal Award Identification:

- (i) Subrecipient\* name (which must match registered name in SAM): Crook County Sheriff Office
  - (ii) Subrecipient's Unique Entity Identifier (SAM): W18XG98KNYF5
  - (iii) Federal Award Identification Number (FAIN): EMS-2024-EP-05006
  - (iv) Federal Award Date: October 1, 2023
  - (v) Sub-award Period of Performance Start and End Date July 1, 2024 to June 30, 2025
  - (vi) Sub-award budget period start and end dates: July 1, 2024 to June 30, 2025
  - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$66,170.00
  - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$66,170.00
  - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$66,170.00
  - (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.). (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
    - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)
    - (b) Name of pass-through entity: Oregon Department of Emergency Management
    - (c) Contact information for awarding official of the pass-through entity: Erin McMahan, Director
  - (xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 97.042, Emergency Management Performance Grant  
Amount: \$4,793,987.00
  - (xiii) Is Award R&D? No
  - (xiv) Indirect cost rate for the Federal award: N/A
- \* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to OEM.

**EXHIBIT F - RESERVED**

## AGENDA ITEM REQUEST



**Date:**

*January 7, 2025*

**Meeting date desired:**

*January 15, 2025*

**Subject:**

*Replacement Jail Cameras*

**Background and policy implications:**

*This summer, the County was notified that its jail camera system software would no longer be supported as of 2026. Preparation and installation times for a project like this can be several months. The County solicited three bids for this work:*

- *Hanwha - \$183,500.00*
- *Avigilon - \$289,600.00*
- *Bosch - \$301,000.00*

*Staff recommends awarding the contract to Hanwha. In addition to price, Hanwha's proposal best serves the County because the system utilizes much of the existing hardware, provides a quicker installation process, and is compatible with the recent update to the Jail's computer system.*

**Budget/fiscal impacts:**

*\$183,500 – partially offset by grants, one has been secured thus far I am actively looking for additional supplemental funding.*

**Requested by:**

*Andrew Rasmussen, Corrections Lieutenant  
Andrew.rasmussen@crookcountysheriff.org  
541-416-3620*

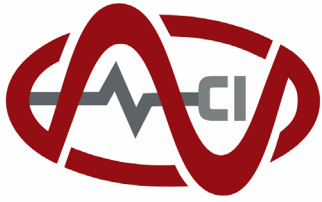
**Presenters:**

*Andrew Rasmussen, James Preuss, John Eisler*

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

*Yes*





ACCURATE CONTROLS, INC.

June 18<sup>th</sup>, 2024

**RE: Price Quotation for the Crook County Detention Center  
VMS systems upgrade  
Prine, OR**

Video Surveillance System upgrade

**Summary of Scope:**

This Proposal is for upgrade of the existing Pelco Video Expert System to a Avigilon Video management system. This approach is the migration plan from Pelco to Avigilon which are both under the Motorola umbrella. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. All of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

**Installation Plan:**

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

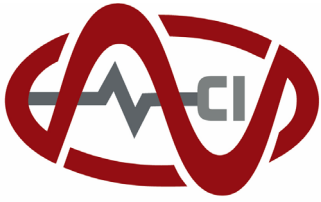
The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also, at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

**Control Room Layouts:**

Master Control (MC1 MC2) – (2) Security control computers with (2) 32” touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32” wall monitors.

Sheriff’s Office A108 – (1) new VMS station and reuse existing 42” monitor.

Under Sheriff’s Office A109 – (1) new VMS station and reuse existing 42” monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42” monitor, (1) new SMC computer with (1) new 24” monitor.

Booking B116 – (1) new VMS station and reuse existing 42” monitor.

**This quotation includes adding the following new security electronics equipment:**

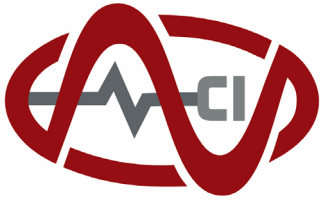
- (1) Avigilon Network Video Recorder 280TB application / storage server
- (98) Avigilon enterprise camera licenses
- (98) Avigilon Unity point of sale stream licenses
- (9) HP Video workstations with up to 2 video monitors attached
- (3) HP workstation computers for security controls
- (2) HP E24T 24” touch screen monitors
- (1) HP E24 24” monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

**Inclusions:**

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 4 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

**Exceptions:**

- Spare equipment
- All work to be completed on 1<sup>st</sup> shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire
- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install



ACCURATE CONTROLS, INC.

**Assumptions/Clarifications:**

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

**Quotation:**

**Total Quotation = \$289,600.00**

**Warranty:**

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

**Summary:**

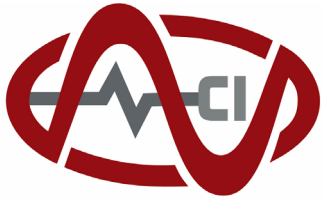
Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at [www.accuratecontrols.com](http://www.accuratecontrols.com). If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

*Jeremy Dahlke*

Jeremy Dahlke  
Director of Customer Service Sales  
[jdahlke@accuratecontrols.com](mailto:jdahlke@accuratecontrols.com)



ACCURATE CONTROLS, INC.

October 8<sup>th</sup>, 2024

**RE: Price Quotation for the Crook County Detention Center  
VMS systems upgrade  
Prine, OR**

**Video Surveillance System upgrade**

**Summary of Scope:**

This Proposal is for upgrade of the existing Pelco Video Expert System to a Bosch Video management system. The new Bosch system will be easier to maintain as than Avigilon as this proposal will include FM licenses which does not require a yearly fee for software maintenance. The customer will not be forced to buy a software maintenance agreement to receive software updates and technical support with the Bosch system. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. Most of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

**Installation Plan:**

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

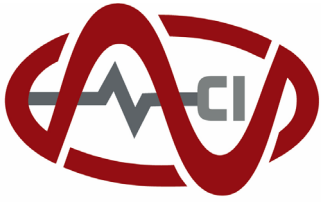
The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

Phase three of this plan will include the demolition and installation of the headend equipment in the existing cabinets. At this time the VMS systems will be down. Coordination with the facility on their practices will be done before this takes place.

Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

The last phase of this installation plan is to have a shake down period to find and remedy any issues as well as to have owner/ operator training classes.



ACCURATE CONTROLS, INC.

**Control Room Layouts:**

Master Control (MC1 MC2) – (2) Security control computers with (2) 32” touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32” wall monitors.

Sheriff’s Office A108 – (1) new VMS station and reuse existing 42” monitor.

Under Sheriff’s Office A109 – (1) new VMS station and reuse existing 42” monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42” monitor, (1) new SMC computer with (1) new 24” monitor.

Booking B116 – (1) new VMS station and reuse existing 42” monitor.

**This quotation includes adding the following new security electronics equipment:**

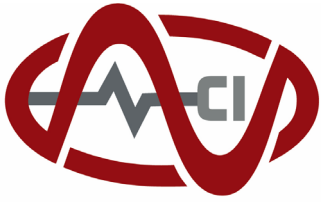
- (1) Bosch MHW-S380RA-SC central server with extended warranty
- (2) Bosch DIP-74C8-8HD Storage serves
- (1) Bosch DIP-AIO-8HDD-T replacement hard drive
- (9) Bosch MHW-WZ4G5-HEN3 workstations with up to 4 video monitors attached
- (1) Bosch MBV-BPLU-DIP-FM base license
- (66) Bosch MBV-XCHANPLU-FM channel licenses
- (4) Bosch MBV-XWSTPLU-FM workstation licenses
- (77) Bosch NDE-5702-A fixed dome cameras
- (2) Bosch NDA-5070-COV 50 piece conduit covers
- (12) Bosch NBE-5703-AL bullet cameras
- (8) Bosch NCE-7703-FK Corner Mount cameras
- (8) Bosch NDA-7080-CBB surface back boxes
- (1) Bosch NDM-7702-A multi imager camera
- (3) HP workstation computers for security controls
- (2) HP E24T 24” touch screen monitors
- (1) HP E24 24” monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

**Inclusions:**

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 8 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

**Exceptions:**

- Spare equipment



ACCURATE CONTROLS, INC.

- All work to be completed on 1<sup>st</sup> shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire
- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install

**Assumptions/Clarifications:**

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

**Quotation:**

**Total Quotation = \$301,000.00**

**Warranty:**

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

**Summary:**

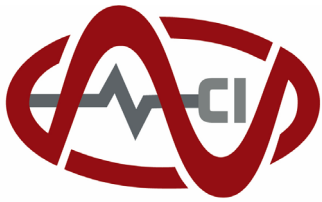
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Respectfully,

*Jeromy Dahlke*

Jeromy Dahlke  
Director of Customer Service Sales  
[jdahlke@accuratecontrols.com](mailto:jdahlke@accuratecontrols.com)



ACCURATE CONTROLS, INC.

January 6<sup>th</sup>, 2025

**RE: Price Quotation for the Crook County Detention Center  
VMS systems upgrade  
Prine, OR**

Video Surveillance System upgrade

**Summary of Scope:**

This Proposal is for upgrade of the existing Pelco Video Expert System to a Hanwha Video management system. The new Hanwha system will be easier to maintain as the manufacturer currently does not have a software maintenance agreement for the customer to purchase. The customer will not be forced to buy a software maintenance agreement to receive software updates and technical support with the Hanwha system. Also, with this upgrade the security controls computers will be upgraded as they are end of life expectancy and to be able to maintain the integrated camera callup functionality.

This proposal also includes a new VMS server, VMS workstation computers, and security control computers with 24" touch screen monitors. Most of the existing cameras and all viewing monitors will remain in place and be reused to help keep costs down. This quotation does not include any new cable as the existing cat6 cable can be reused for the updated system.

The security controls computer portion of the upgrade will include Windows 11 computers, Indusoft licenses 2020 R2 license. The station that are going to be upgraded are as follows: MC1, MC2, and SMC (event Logging).

**Installation Plan:**

This installation plan is laid out to help keep the jail operating as smooth as possible. There is going to be some periods of time when the video system is going to be offline. Accurate Controls will coordinate with the facility staff before any of these offline periods take place.

The first phase of the installation plan is going to involve creating a list of all devices that do not work or have issues.

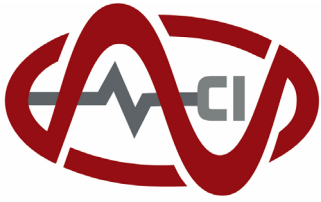
The second phase of this installation will include replacing the existing security control computers and touchscreen monitors. These stations can be replaced in any order so replacement times can be setup for more convenient times during the day.

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Phase four of the installation will involve adding the new Video application server, to the main security equipment room. Also, at this time the new video viewing stations will be installed at the control room locations.

The Fifth phase of the installation plan includes testing of the new systems for functionality.

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ACCURATE CONTROLS, INC.

### **Control Room Layouts:**

Master Control (MC1 MC2) – (2) Security control computers with (2) 32” touchscreen monitors, (5) VMS workstation computers, (2) existing 22 monitors for callup functions, and (6) existing 32” wall monitors.

Sheriff's Office A108 – (1) new VMS station and reuse existing 42” monitor.

Under Sheriff's Office A109 – (1) new VMS station and reuse existing 42” monitor.

Jail Commander Office D106 - (1) new VMS station and reuse existing 42” monitor, (1) new SMC computer with (1) new 24” monitor.

Booking B116 – (1) new VMS station and reuse existing 42” monitor.

### **This quotation includes adding the following new security electronics equipment:**

- (2) Hanwha 2U Wisenet WAVE Network Video Recorder 72TB usable storage
- (3) Hanwha Video wall licenses
- (9) Hanwha workstations with up to 2 video monitors attached
- (8) Hanwha Corner Mount cameras – to replace Pelco Corner mount cameras that are not compatible.
- (1) Hanwha 48 channel camera license
- (1) Hanwha 24 channel camera license
- (1) Hanwha 16 channel camera license
- (2) Hanwha 1 channel camera license
- (3) HP workstation computers for security controls
- (2) HP E24T 24” touch screen monitors
- (1) HP E24 24” monitor for SMC
- (2) Cyber Acoustics speakers
- (1) PCI express NIC card
- (3) Indusoft upgrade license

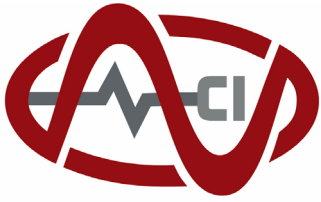
### **Inclusions:**

- All equipment to replace the Pelco Video Expert VMS system platform
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification
- Quotation includes (1) technician on site for 4 weeks for installation.
- Quotation includes (2) day of professional Owner operator, administrative and maintenance training
- Freight from our facility to the project site included in our quotation
- As-built drawings

### **Exceptions:**

- Spare equipment
- All work to be completed on 1<sup>st</sup> shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Reusing existing all field wire





ACCURATE CONTROLS, INC.

- New CCTV monitors
- Existing Millwork
- Reusing existing UPS
- Conduit and conduit install

**Assumptions/Clarifications:**

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that no new cabling is needed for this project.
- New video management recording server is sized to record all cameras for a minimum of 60 days on continuous recording.
- ACI will send one of our professional training team members to train staff for two full days on the new video management system equipment.

**Quotation:**

**Total Quotation = \$183,500.00**

**Warranty:**

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

**Summary:**

Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at [www.accuratecontrols.com](http://www.accuratecontrols.com). If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

*Jeremy Dahlke*

Jeremy Dahlke  
Director of Customer Service Sales  
[jdahlke@accuratecontrols.com](mailto:jdahlke@accuratecontrols.com)

## AGENDA ITEM REQUEST



**Date:**

**Meeting date desired:**

**Subject:**

**Background and policy implications:**

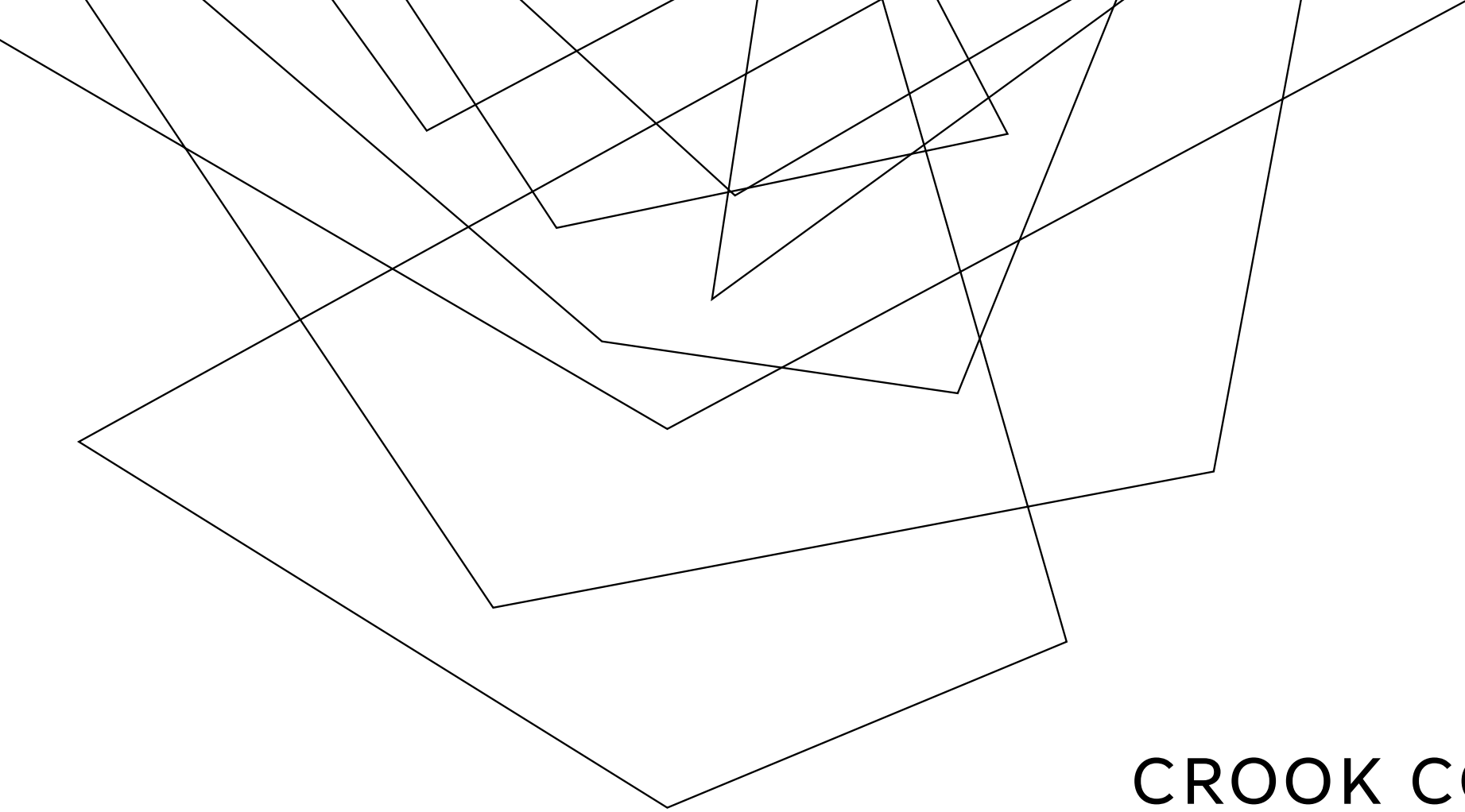
**Budget/fiscal impacts:**

**Requested by:**

**Presenters:**

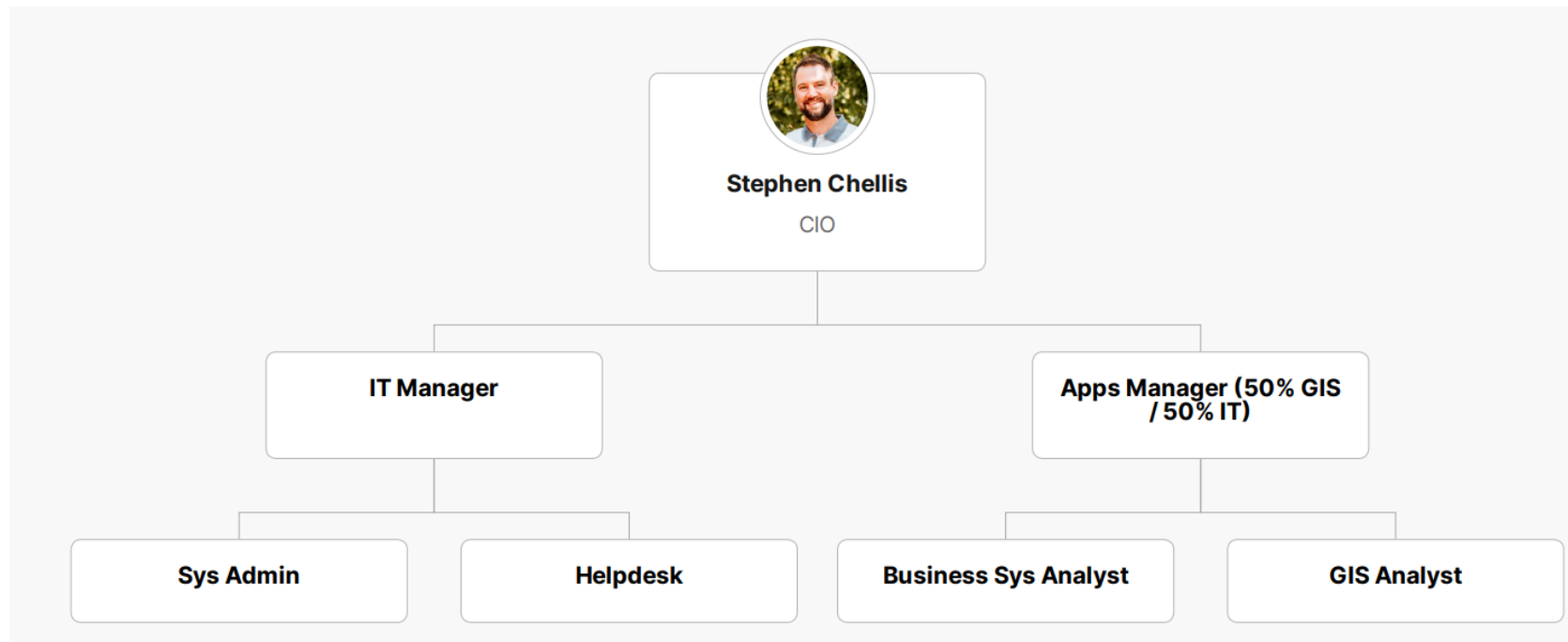
**Legal review (only if requested):**

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



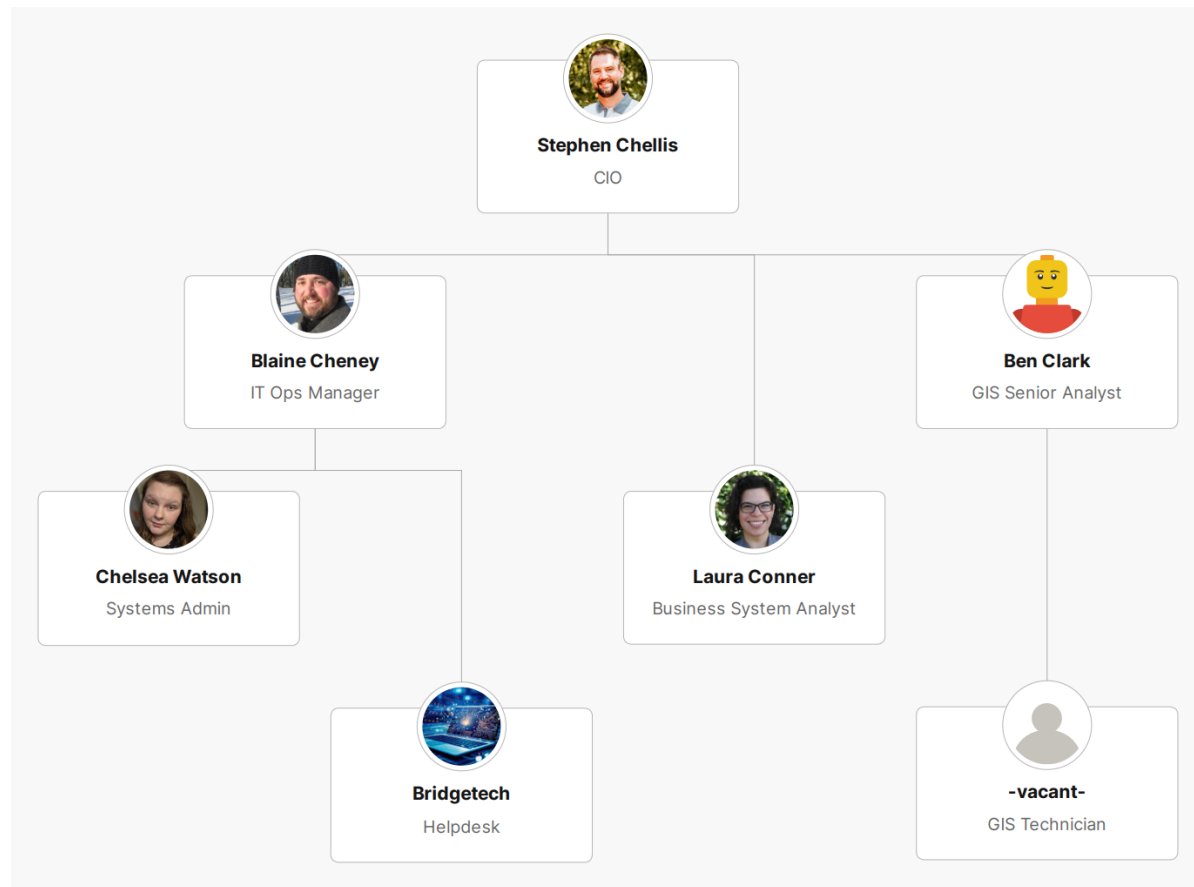
# CROOK COUNTY IT + GIS STAFF UPDATE

# PLANNED ORG CHART FOR IT + GIS



**6 Total FTE (4.5 IT + 1.5 GIS)**  
**Helpdesk is via contract with BridgeTech**

# UPDATED ORG CHART FOR IT + GIS



**6 Total FTE (4 IT + 2 GIS)**  
**Helpdesk is via contract BridgeTech**

# IT & GIS STAFF – UPDATE SUMMARY

- **FTE staff level remains at 6.**
  - **IT**
    - Elimination of .5 FTE **Applications Manager**
  - **GIS**
    - Elimination of .5 FTE **Applications Manager**
    - GIS Analyst moves to **Snr. GIS Analyst**
      - Ben Clark hired as Snr GIS Analyst
    - New Role: **GIS Technician**
      - Entry level
      - Recruiting currently

# FINANCIALS

IT.GIS	FY25 ADOPTED		FY25 ADJUSTMENTS		Change in FTE	Change in Expense
	FTE	Personnel Total	FTE	Personnel Total		
Chief Information Officer	1.0	194,800	1.0	200,000	-	5,200
IT Manager	1.0	133,200	1.0	143,500	-	10,300
GIS/Apps Manager	1.0	133,200	0.0		(1.00)	(133,200)
IT Business Analyst	1.0	127,700	1.0	136,600	-	8,900
IT Systems Administrator	1.0	106,400	1.0	112,400	-	6,000
GIS Analyst	1.0	81,900	0.1	6,900	(0.90)	(75,000)
GIS Analyst Senior			0.9	91,300	0.90	91,300
GIS Tech			1.0	102,500	1.00	102,500
<b>IT.GIS Total FY25</b>	<b>6.0</b>	<b>777,200</b>	<b>6.0</b>	<b>793,200</b>	<b>-</b>	<b>16,000</b>
<b>Outsourced to BridgeTech as of August 2024 (remaining budget moved to contract services)</b>						
IT User Support Tech	2.0	190,100	0.25	19,100	(1.75)	(171,000)

**\*Bridgetech helpdesk contract < \$144k annual.**

THANK YOU!

QUESTIONS / COMMENTS?



## AGENDA ITEM REQUEST



**Date:** 1/7/25

**Meeting date desired:** 1/15/2025 – *Work session*

**Subject:** Airport- CORE Grant agreement/signature request – 250k Hangar building project.

**Background and policy implications:**

The Airport has been selected to receive a (CORE/State) construction grant for the construction of a 10 unit aircraft storage building. This specific 250k grant from the state is in support of Crook county in order to recover a portion not covered by FAA infrastructure Bill funds.

Design and engineering is complete, construction scheduled to start spring 2025 and completion by September 1, 2025.

**Budget/fiscal impacts:**

Total project funding is FAA – approx.\$725K / State -\$250,00k / Local – \$425,315  
- \$1,400,315 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**

**Crook County/Prineville Airport**  
**Project Name: New Aviation T-Hangar: Design and 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:

- a. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) grants;
- b. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- c. Making grants for services critical or essential to aviation; aviation-related economic 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, with the exception of expenditures associated with Priority 1 FAA grant match projects.

**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: Subagreement Insurance Requirements**
- c. **Exhibit C: Recipient 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 **\$1,400,000.00**. (the "Total Project Cost"), of which **\$739,000.00** is being funded by an FAA grant to Recipient (the "FAA Grant Amount"). The difference between the Total Project Cost and the FAA Grant Amount, **\$611,000.00**, 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 **17.86%** of the Total Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible for providing matching funds in the amount of **\$61,000.00** 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 **17.86%** 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"), 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.c.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, 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 ("Eligible Project Costs"). 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 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 Amendment Procedures.** Project amendments are required to change an approved project's cost, scope, or timeframe. Recipient shall initiate an amendment through ODAV's grant software program.

**a.** If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall initiate an amendment as soon as Recipient becomes aware of any possible delay. The amendment 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. An amendment 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

**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 ("Eligible Project Costs"). 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.

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**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 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 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 (“Misexpended Funds”) or 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 fourteen (14) 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 sub-recipients and contractors 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 Funds were expended.

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

## **13. Recipient Subagreements and Procurements.**

Recipient may enter into agreements with sub-recipients or contractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

### **a. Subagreements.**

- 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 sub-recipients or contractors performing work under this Agreement to name ODAV as a third-party beneficiary of Recipient's subagreement with the sub-recipient or contractor.



- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the Project. Recipient shall require its construction contractor to name ODAV as an additional or dual obligee on construction contractors' performance bond and payment bond.
- iv. 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 or contractor with whom Recipient entered into the subagreement. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to ODAV any material breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

**b. Subagreement Indemnification.**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreement(s) that is not a unit 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, suits, actions, liabilities, damages, losses, costs, or expenses, including attorneys' fees, of any nature whatsoever resulting from or arising out of or relating to, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arising solely from the negligent or willful acts or omissions of ODAV, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. Any such indemnification shall also provide that neither Recipient's sub-recipient(s), contractor(s) or subcontractor(s), nor any attorney engaged by Recipient's sub-recipient(s), contractor(s) or subcontractor(s), 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 sub-recipient or 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 sub-recipient or contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its subagreements requiring its sub-recipient(s) or contractor(s) to comply with the indemnification requirements within this Subagreement Indemnification section.

**c. Subagreement Insurance.**

- i. Recipient shall require its sub-recipient(s) or contractor(s), that are not units of local government as defined in ORS 190.003, to meet the minimum insurance requirements provided in Exhibit B to this Agreement. Recipient shall perform a risk assessment for the work to be performed under its

subagreement(s) and may specify insurance requirements for its sub-recipient(s) or contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify that each of its sub-recipient(s) or contractor(s) meet the minimum insurance requirements in Exhibit B.

- ii. Recipient shall require its sub-recipient(s) or contractor(s) to require and verify that all subcontractors carry insurance coverage that the sub-recipient(s) or contractor(s) deem appropriate based on the risks of the subcontracted work.
- iii. Recipient shall include provisions in each of its subagreements requiring its sub-recipient(s) or contractor(s) to comply with the insurance requirements within this Subagreement Insurance section.

**d. 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 Recipient (“Recipient Person”);
- 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.

**e. 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.

**f. 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).

**g. 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

- i. If work on the Approved Project has not been substantially initiated within six months of the effective date of this agreement;
- ii. If Recipient fails to pay its share of the Project costs;
- iii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iv. State statutory requirements have not been met;
- v. 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;
- vi. The Department finds that significant corrective actions are necessary to protect the integrity of the Program Funds for the Approved Project and those actions are not, or will not, be made within a reasonable time;
- vii. 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;
- viii. 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;
- ix. 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
- x. 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;
- iii. Require return of unexpended Program Funds or repayment of expended Program Funds; and

- iv. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.
- v. ODAV's remedies are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this agreement.
- vi. The Director will consider protests of the funding and Project administrations decisions for the Program. Only Recipients may protest. Protests must be submitted in writing to the Director within 15 business days of the event or action that is being protested. The Director's decision is final. Jurisdiction for review of the Director's decision is in the circuit court for Marion County pursuant to ORS 183.484.

**This Paragraph 14.c. shall survive expiration or termination of this Agreement.**

## **15. GENERAL PROVISIONS:**

**The following a. Contribution and Contract-Related Indemnification and b. Insurance; Workers' Compensation and Employer's Liability sections are applicable to Recipients that are a public agency.**

### **a. Contribution and Contract-Related Indemnification.**

- i. For purposes of this Paragraph 15.a., the term "ODAV" means "the State of Oregon, the Oregon Aviation Board and its members, and the Oregon Department of Aviation and its respective officers, employees and agents."
- ii. **Contribution.**
  - A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against 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.
  - B. Except as otherwise provided in Paragraph 15.iii. below, 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 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.

C. Except as otherwise provided in Paragraph 15.iii. below, 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.

iii. **Contract-Related Indemnification.** Notwithstanding Paragraph 15.a.ii., and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODAV harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

iv. This Paragraph 15.a. shall survive expiration or termination of this Agreement.

**b. Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless such employers are exempt under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits of not less than \$500,000 each accident. Recipient shall ensure that each of its sub-recipient(s) or contractor(s) complies with these requirements.

**The following a. Indemnification and b. Insurance sections are applicable to Recipients that are a private party.**

**a. Indemnification.**

i. ***RECIPIENT SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, THE OREGON AVIATION BOARD AND ITS MEMBERS, THE OREGON DEPARTMENT OF AVIATION AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES LIABILITIES, COSTS (INCLUDING ATTORNEYS' FEES) AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.***

ii. State of Oregon shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient.

Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State of Oregon, its officers, employees or agents. State of Oregon may elect to assume its own defense with an attorney of its own choice and its own expense at any time State of Oregon determines important governmental interests are at stake. State of Oregon agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State of Oregon, which consent shall not be unreasonably withheld, conditioned or delayed.

iii. This Section 15.a. shall survive any expiration or termination of this Agreement.

**b. Insurance.** Recipient shall meet the insurance requirements within Exhibit C.

**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, 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 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") 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. This Paragraph 15.h. shall survive expiration or termination of this

Agreement.

- 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 319.023 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. This Paragraph 15.h. shall survive expiration or termination of this Agreement. (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.** 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.
- 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", "employee", or "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. Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODAV reserves the right at any time to require the submission of the hard copy

originals of any documents.

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

Oregon Department of Aviation  
Attn: COAR Program Coordinators 3040 25th Street SE  
Salem, OR 97302

Andria Abrahamson, Program Coordinator  
[Andria.abrahamson@odav.oregon.gov](mailto:Andria.abrahamson@odav.oregon.gov)  
503-302-3645

Ermie Buncal, Program Coordinator  
[ermie.m.buncal@odav.oregon.gov](mailto: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 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

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

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

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

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$250000)

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

Date \_\_\_\_\_

**ODAV Contacts:**

Andria Abrahamson, Program Coordinator  
3040 25th Street SE  
Salem, OR 97302  
503-302-3645  
Andria.Abrahamson@ODAV.Oregon.Gov

Ernie Buncal, Program Coordinator  
3040 25th Street SE  
Salem, OR 97302  
503-302-9262  
Ernie.M.Buncal@odav.oregon.gov

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

**Application Number: COAR-2024-S39-00047**

**Project Name: New Aviation T-Hangar: Design and Construction**

**A. PROJECT DESCRIPTION**

This project includes the Design and Construction of a new 10-unit aviation T-hanger at the Prineville-Crook County Airport to help address the significant hangar lease demand at the airport

**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: **10/01/2024**

The anticipated completion date of the Project is: **03/31/2026**

**Table 1: Milestones**

<b>Milestone</b>	<b>Description</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
1.	<b>25% Completion</b>	10/01/2024	03/01/2025
2.	<b>50% Completion</b>	03/01/2025	08/01/2025
3.	<b>75% Completion</b>	08/01/2025	10/01/2025
4.	<b>100% Completion</b>	10/01/2025	03/31/2026
5.	<b>FAA Grant Agreement Received</b>	10/01/2025	03/31/2026

**Table 2: Funding Breakdown**

<b>1</b>	<b>COAR Grant Award Amount</b>	<b>\$250,000.00</b>
<b>2</b>	<b>Recipient Match (funds provided by Sponsor other than FAA grant funds)</b>	<b>\$411,000.00</b>
<b>3</b>	<b>FAA Grant Award Amount</b>	<b>\$739,000.00</b>
<b>4</b>	<b>TOTAL PROJECT COST</b>	<b>\$1,400,000.00</b>

## EXHIBIT B Subagreement Insurance Requirements

A project insurance risk assessment is required to be conducted to identify insurance types and amounts for the prime construction contractor.

The insurance risk assessment tool is located (TOOL: Services and goods contracts and grant agreements):

[Department of Administrative Services : Contract Insurance Requirement - Tool, Templates & Tool Training : Risk Management : State of Oregon](#)

### 1. GENERAL.

- a. Recipient shall require in its first-tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors ("contractor"): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 the Recipient. Recipient shall not authorize work to begin under subagreements 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 subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first-tier" means a subagreement in which the Recipient is a Party. All references to "contractor" in this Exhibit refer to Recipient's subrecipient(s) or contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

### 2. TYPES AND AMOUNTS.

#### a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

All employers, including Recipient's contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. **Recipient's contractors shall require compliance with these requirements in each of their subcontractor contracts.**

#### b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or

crossing, the Recipient’s contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODAV:

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than  \$1,000,000  \$2,000,000  \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than  \$2,000,000  \$4,000,000  \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODAV:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

**e. ADDITIONAL INSURED.**

The liability coverages, except Professional Liability and Workers’ Compensation/Employer’s Liability, if included, must endorse the “State of Oregon, the Oregon Aviation Board, and the Oregon Department of Aviation, and their respective officers, members, agents and employees” as an endorsed Additional Insured but only with respect to the contractor’s activities to be performed under the subagreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

**f. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor

elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 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" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**3. 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).

**4. 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 subagreement. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Aviation Board, and the Oregon Department of Aviation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

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

**Recipient Insurance Requirements  
EXHIBIT C**

**Applicable to Recipients that are not a unit of local government as defined in ORS 190.003**

A project insurance risk assessment must be conducted when the Recipient is a private entity. The insurance risk assessment tool is located (TOOL: Services and goods contracts):

[Department of Administrative Services : Contract Insurance Requirement - Tool, Templates & Tool Training : Risk Management : State of Oregon](#)

**1. GENERAL.**

a. Recipient shall: i) obtain at the Recipient’s expense the 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 performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to ODAV. Coverage shall be primary and noncontributory with any other insurance and self-insurance with the exception of Professional Liability and Workers’ Compensation/Employer’s Liability. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**b. 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 Recipient and ODAV.

**2. TYPES AND AMOUNTS.**

**a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability insurance with coverage limits of not less than \$500,000 each accident.

**b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability insurance shall not be less than the following amounts as determined by ODAV:

Coverage shall be written on an occurrence basis in an amount of not less than  \$1,000,000  \$2,000,000  \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than  \$2,000,000  \$4,000,000  \$10,000,000.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property damage. Automobile Liability insurance shall not be less than the following amount as determined by ODAV:

Coverage shall be written with a combined single limit of not less than  \$1,000,000  \$2,000,000  \$5,000,000.



**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must endorse the "**State of Oregon, the Oregon Aviation Board, and the Oregon Department of Aviation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to ODAV.

**f. "TAIL" COVERAGE.**

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

**2. NOTICE OF CANCELLATION OR CHANGE.**

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

**3. CERTIFICATE(S) OF INSURANCE.**

ODAV shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must endorse: i) "**State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

**4. STATE ACCEPTANCE.**

All insurance providers are subject to ODAV acceptance. If requested by ODAV, Recipient shall provide complete copies of 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**.

## AGENDA ITEM REQUEST



**Date:** 1/08/2025

**Meeting date desired:** 1/15/2025 *Work Session*

**Subject:** Airport – Request for signature on grant on FAA grant application  
\*New Aviation T- hangar project

**Background and policy implications:**

The Airport has been selected to receive an FAA grant for the engineering, design, and construction of a 10 unit aircraft storage building for airport revenue generation. This specific grant is for a total of \$585,000. A second FAA grant that is scheduled in support of this project will become available fall of 2025 in the approximate amount of \$150,000.

**Budget/fiscal impacts:**

Total project funding on this application – \$585,000	
2 <sup>nd</sup> grant Fall 2025	Approx .- <u>\$150,000</u>
	Approx. total \$735,000

**Requested by:**

*Kelly Coffelt Airport Manager.*

**Presenters:**

*Kelly Coffelt – Airport Manager*

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

*In process*

Prineville/Crook County Air  
**AIP Development Application Checklist**

3-41-0051-023-2025

- 1. SF424
- 2. SF5100-100
- 3. CIP Data Sheet
- 4. Standard DOT Title VI Assurances
- 5. Certification for Contracts Grants Loans
- 6. Airport Sponsor Assurances
- 7. Current FAA Advisory Circulars
- 8. SF5100-134 Sponsor Certification for Selection of Consultants
- 9. SF5100-132 Sponsor Certification for Plans and Specs
- 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- 13. SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition)
- 14. SF5100-135 Sponsor Certification for Conflict of Interest
- 15. SF5100-145 Title VI Pre-Award Sponsor Checklist (Sm/Med/Lg & non-Hub Only) (GA coming in 2025)

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation            * Other (Specify) <input type="checkbox"/> Revision
*3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier: Federal Aviation Administration	5b. Federal Award Identifier: 3-41-0051-023-2025
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: Crook County	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002290	*c. UEI: W2NEWLAM2YM6
<b>d. Address:</b>	
*Street 1: 4585 SW Airport Road	
Street 2:	
*City: Prineville	
County/Parish: Crook	
*State: Province: OR	
*Country:	
*Zip / Postal Code USA: United States	
	97554-9399
<b>e. Organizational Unit:</b>	
Department Name: Prineville/Crook County Airport (S39)	Division Name:
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: Mr.	*First Name: Brian
Middle Name:	
*Last Name: Barney	
Suffix:	
Title: Commissioner	
Organizational Affiliation: Crook County	
*Telephone Number: (541) 447-6555	Fax Number: (541) 447-6705
*Email: brian.barney@crookcountyor.gov	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

\*Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/Services During Construction)

Attach supporting documents as specified in agency instructions.

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: 2	*b. Program/Project: 2
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 11/01/2022	*b. End Date: 09/01/2026
<b>18. Estimated Funding (\$):</b>	
*a. Federal	\$ 585,000
*b. Applicant	\$ 878,620
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	
*g. TOTAL	\$ 1,463,620
<b>19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>20. Is the Applicant Delinquent On Any Federal Debt?</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Brian
Middle Name:	
*Last Name: Barney	
Suffix:	
*Title: Commissioner	
*Telephone Number: (541) 447-6555	Fax Number: (541) 447-6705
* Email: brian.barney@crookcountyor.gov	
*Signature of Authorized Representative:	*Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by (the Cognizant Agency)
on	(Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Crook County has land use planning and height restriction zoning in place to assure compatible land use around and in the vicinity of the airport, and as identified on the airports November 2017 Airport Masterplan on file with FAA Seattle ADO in Des Moines, Washington.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The land interest owned by Sponsor is as shown on the current Exhibit A dated November 2017 on file at the Seattle ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A - Property Acquisition is not required for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A - Property Acquisition is not required for this project.

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program 3-41-0051-023-2025

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 7,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			148,950
5. Other Architectural engineering fees			
6. Project inspection fees			89,850
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,217,320
12. Equipment			
13. Miscellaneous			0
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 1,463,620
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 1,463,620
19. Federal Share requested of Line 18			585,000
20. Grantee share			878,620
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 1,463,620

<b>SECTION C – EXCLUSIONS</b>	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	878,620
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 878,620</b>
25. Other Shares	Amount
a. State	
b. Other	
c. <b>TOTAL - Other Shares</b>	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 878,620</b>

<b>SECTION E – REMARKS</b>
(Attach sheets if additional space is required)
<p>S39 previously coordinated this project with FAA and plans to utilize all of their eligible 2022-2026 BIL funds (approx. \$735K), to complete both Phase I and Phase II of this project.            For this 2025 FY grant, S39 is requesting all of their 2022-2025 allocated funds (\$585K). Then in FY 2026 they plan to request reimbursement of their remaining 2026 BIL funds (approx.: \$135K - \$160K) for this project.            Total project costs = \$1,463,620.</p>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** 3-41-0051-023-2025: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

**AIRPORT:** Prineville-Crook County Airport (S39)

**1. Objective:**

This New Aviation T-Hangar project at S39 will complete the construction of a new 10-unit, prefabricated steel, nested T-hangar building. Construction of the new T-hangar building includes miscellaneous other work elements such as site excavation, foundation construction, building erection, electrical service improvements, and minor grading to match adjacent grades.

**2. Benefits Anticipated:**

This project will construct a New T-Hangar to help address the current demand for hangar leases at the airport.

**3. Approach:** (See approved Scope of Work in Final Application)

This project has been broken into two phases:

Phase I

- Design and Bidding: work elements have previously been completed - project design and bidding.

Phase II

- Construction and SDC (FY 2025 BIL - this 023-2025 grant for \$585K): Elements to be completed - project construction, SDC services, project/grant closeout. Construction is currently anticipated March - September 2025.

Future BIL grant in FY 2026

- Reimbursement in FY 2026 of remaining BIL funds (approx. \$150K)

**4. Geographic Location:**

Prineville-Crook County Airport (S39) - City of Prineville, Crook County, Oregon

**5. If Applicable, Provide Additional Information:**

See CIP Data Sheet

**6. Sponsor's Representative:** (include address & telephone number)

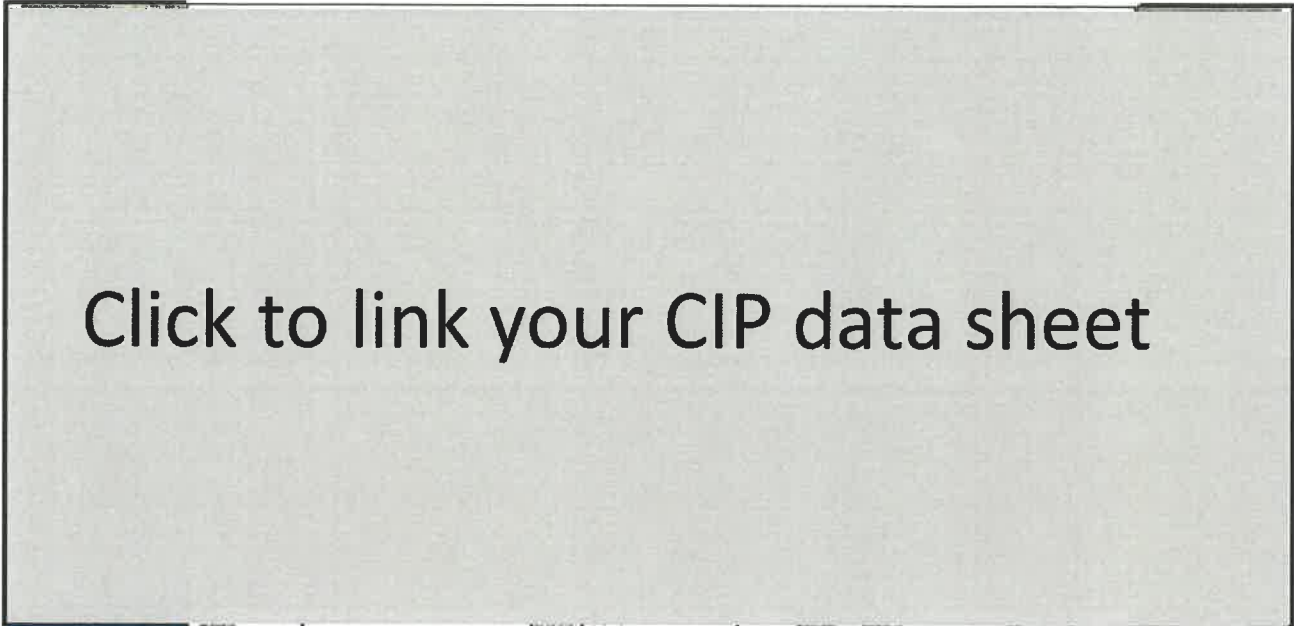
Brian Barney/Commissioner Email: brian.barney@crookcountyor.gov

4585 SW Airport Road

Prineville, OR 97754-9399 (541-447-6555)

### CIP DATA SHEET

<b>AIRPORT</b>	Prineville/Crook County	<b>LOCID</b>	S39	<b>LOCAL PRIORITY</b>	
<b>PROJECT DESCRIPTION</b>	New T-Hangar Construction			<b>PLANNED YEAR TO CONSTRUCT</b>	2025



**JUSTIFICATION:**

This project will construct a New T-Hangar and connector Taxilane to help meet the current hangar lease demand at the airport. S39 plans to utilize available BIL funds to complete this project.  
 Available BIL funds in 2025 = \$585K  
 Available BIL funds in 2026 =(approx. \$150K)

**COST ESTIMATE:**

ADMINISTRATION:	\$ 7,500	1. Construction	\$ 1,217,320	4	\$
ENGINEERING:	\$ 148,950	2	\$	5	\$
INSPECTION:	\$ 89,850	3	\$	<b>TOTAL: \$ 1,463,620</b>	

<b>Federal ( %) \$ WRWER</b>	<b>State \$ WRWR</b>	<b>Local ( %) \$ WERWER</b>
<b>SPONSOR VERIFICATION:</b>	<b>Date</b> (see instruction sheet or attached comments for more information)	
For each and every project as applicable	<ul style="list-style-type: none"> <li>-Date of approved ALP with project shown</li> <li>-Date of environmental determination (ROD, FONSI, CatEx)</li> <li>-Date of land acquisition or signed purchase agreement</li> <li>-Date of pavement maintenance program</li> <li>-Date of Benefit Cost Analysis (BCA) as required</li> </ul>	

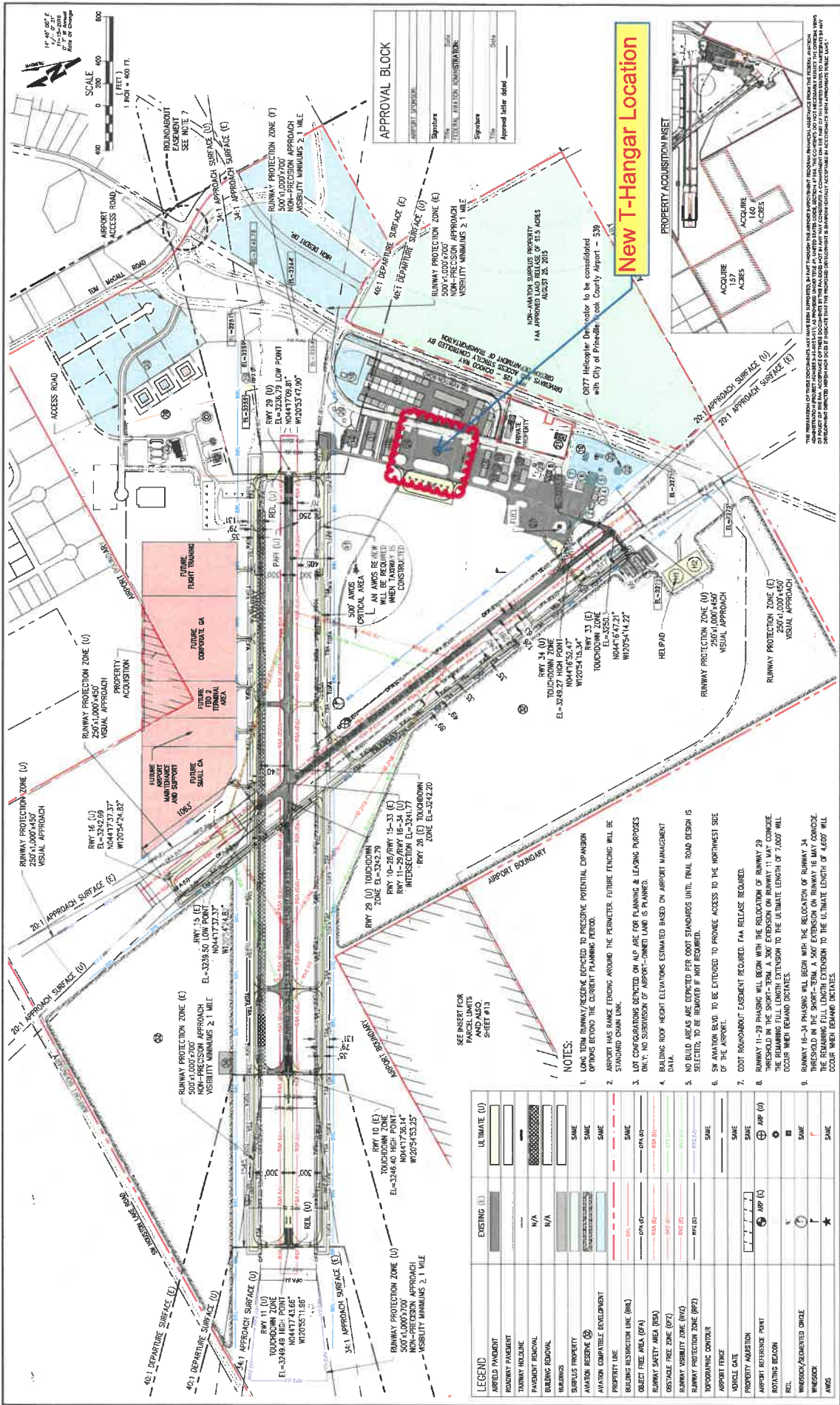
**SPONSOR'S SIGNATURE:** \_\_\_\_\_ **DATE:** 1/8/2025

**PRINTED NAME:** Kelly Coffelt **TITLE:** Airport Engineer

**PHONE NUMBER:** (541) 416-0805 **EMAIL:** kcoffelt@cityofprineville.com

**FAA USE ONLY**

<b>PREAPP NUMBER</b>	<b>GRANT NUMBER</b>	<b>NPIAS CODE</b>	<b>WORK CODE</b>	<b>FAA PRIORITY</b>	<b>FEDERAL \$</b>



**LEGEND**

EXISTING (E)	ULTIMATE (U)
ARIELD PAVEMENT	ARIELD PAVEMENT
TAXIWAY PAVEMENT	TAXIWAY PAVEMENT
ROADWAY PAVEMENT	ROADWAY PAVEMENT
PAVEMENT BORDERS	PAVEMENT BORDERS
BUILDING FOOTPRINT	BUILDING FOOTPRINT
ROADWAY	ROADWAY
AVIATION RESERVE	AVIATION RESERVE
AVIATION COMPATIBLE DEVELOPMENT	AVIATION COMPATIBLE DEVELOPMENT
PROPERTY LINE	PROPERTY LINE
BUILDING RESTRICTION LINE (REL)	BUILDING RESTRICTION LINE (REL)
OBJECT FREE AREA (OFA)	OBJECT FREE AREA (OFA)
RUNWAY SAFETY AREA (RSA)	RUNWAY SAFETY AREA (RSA)
OBSTACLE FREE ZONE (OFZ)	OBSTACLE FREE ZONE (OFZ)
RUNWAY VISIBILITY ZONE (RVZ)	RUNWAY VISIBILITY ZONE (RVZ)
RUNWAY PROTECTION ZONE (RPZ)	RUNWAY PROTECTION ZONE (RPZ)
TOPOGRAPHIC CONTROL	TOPOGRAPHIC CONTROL
AIRPORT FENCE	AIRPORT FENCE
VEHICLE FENCE	VEHICLE FENCE
PROPERTY ABSTENTION	PROPERTY ABSTENTION
AIRPORT RESTRICTION POINT	AIRPORT RESTRICTION POINT
ROTATING BEACON	ROTATING BEACON
REL	REL
WINDSOCK/RESERVED CIRCLE	WINDSOCK/RESERVED CIRCLE
AVMS	AVMS

**NOTES:**

- LONG TERM RUNWAY/RESERVE SPECIFIED TO PRESERVE POTENTIAL EXPANSION OPTIONS BEYOND THE CURRENT PLANNING PERIOD.
- APPROXIMATE FENCE LOCATIONS AROUND THE PERIMETER OF THE AIRPORT WILL BE SHOWN ON A SEPARATE PLAN.
- LOT CONFIGURATIONS DERIVED ON MAP ARE FOR PLANNING & LEASING PURPOSES ONLY. NO SUBDIVISION OF AIRPORT-DENIED LAND IS PLANNED.
- BUILDING HEIGHT ELEVATIONS ESTIMATED BASED ON AIRPORT MANAGEMENT DATA.
- NO BUILD AREAS ARE DENOTED PER GOVT STANDARDS UNTIL FINAL ROAD DESIGN IS SELECTED, TO BE REVISED IF NOT REQUIRED.
- SW ANTI-COLLISION FENCE TO BE EXTENDED TO PROVIDE ACCESS TO THE NORTHWEST SIDE OF THE AIRPORT.
- GOVT ROUNDABOUT CASING REQUIRED. FAA RELEASE REQUIRED.
- RUNWAY 11-29 PHASING WILL BEGIN WITH THE RELOCATION OF RUNWAY 29. THRESHOLD IN THE SHIRT-TAIL A 300' EXTENSION TO RUNWAY 11 MAY OCCUR. THE REMAINING FULL LENGTH EXTENSION TO THE ULTIMATE LENGTH OF 7,000' WILL OCCUR WHEN DEMAND DICTATES.
- RUNWAY 16-34 PHASING WILL BEGIN WITH THE RELOCATION OF RUNWAY 34. THRESHOLD IN THE SHIRT-TAIL A 500' EXTENSION TO RUNWAY 16 MAY OCCUR. THE REMAINING FULL LENGTH EXTENSION TO THE ULTIMATE LENGTH OF 4,000' WILL OCCUR WHEN DEMAND DICTATES.

**CROOK COUNTY**  
 300 NE 3RD ST, ROOM 10  
 PRINEVILLE, OR 97754

**CITY OF PRINEVILLE**  
 387 NE 3RD ST.  
 PRINEVILLE, OR 97754

**REVISIONS**

NO.	BY	DATE	REMARKS
1	JC	10/15/16	WORKING DRAFT
2	JC	2/29/16	WORKING DRAFT
3	JC	2/29/16	WORKING DRAFT

**SHEET INFO**

DESIGNED	GDG	CHECKED	MD	APPROVED	MD	DATE	BY

**CITY OF PRINEVILLE**  
 387 NE 3RD ST.  
 PRINEVILLE, OR 97754

**REVISIONS**

NO.	BY	DATE	REMARKS
1	JC	10/15/16	WORKING DRAFT
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**SHEET INFO**

DESIGNED	GDG	CHECKED	MD	APPROVED	MD	DATE	BY

**CROOK COUNTY**  
 300 NE 3RD ST, ROOM 10  
 PRINEVILLE, OR 97754

**REVISIONS**

NO.	BY	DATE	REMARKS
1	JC	10/15/16	WORKING DRAFT
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3	JC	2/29/16	WORKING DRAFT

**SHEET INFO**

DESIGNED	GDG	CHECKED	MD	APPROVED	MD	DATE	BY

**CROOK COUNTY**  
 300 NE 3RD ST, ROOM 10  
 PRINEVILLE, OR 97754

**AIRPORT LAYOUT PLAN**

PRINEVILLE, OR

PRINEVILLE/CROOK COUNTY AIRPORT LAYOUT PLAN

PROJECT NUMBER: 037648 / 0456W    DRAWING FILE NAME: 037648-C-A101    SCALE: AS NOTED

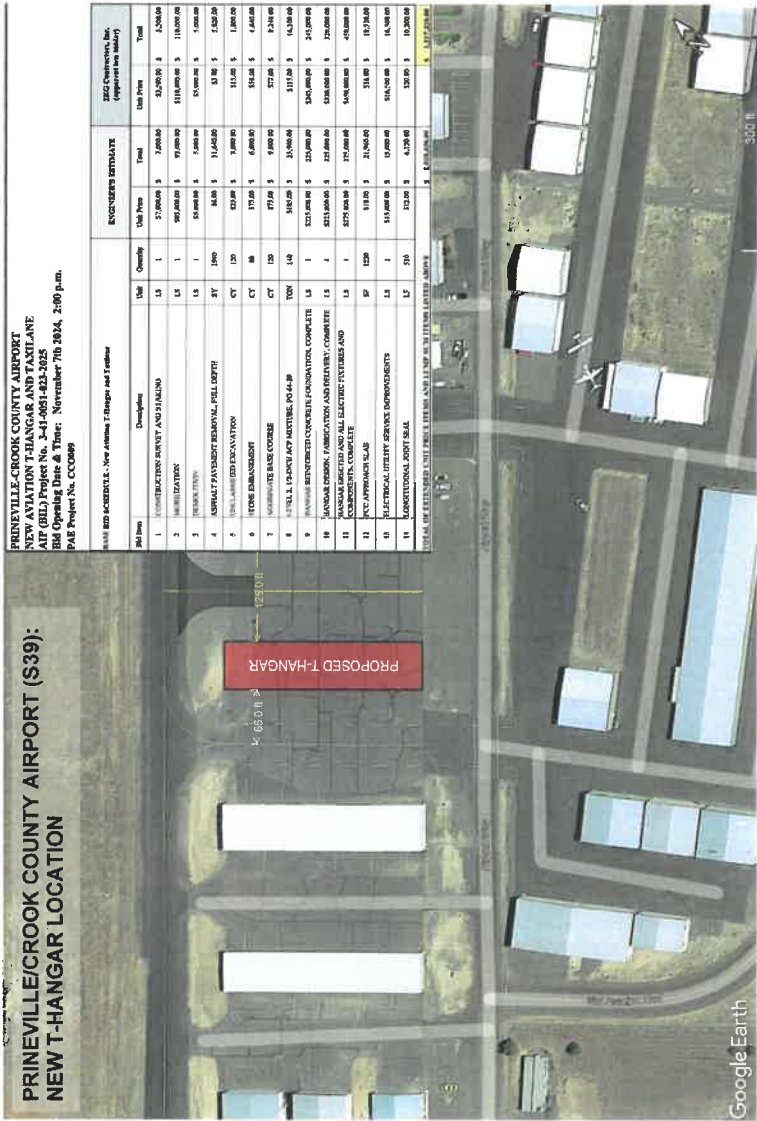
SHEET NUMBER  
**3**

**WHPacific**

310 SW Bates Rd, Suite 300  
 Prineville, OR 97754  
 531-535-8456 Fax 531-536-0775  
 www.whpacific.com

**WHPacific**

310 SW Bates Rd, Suite 300  
 Prineville, OR 97754  
 531-535-8456 Fax 531-536-0775  
 www.whpacific.com



PRINEVILLE/CROOK COUNTY AIRPORT (S39):  
 NEW T-HANGAR LOCATION

PRINEVILLE-CROOK COUNTY AIRPORT  
 NEW AVIATION T-HANGAR AND TAXILANE  
 AIP (BIL) Project No. 3-4-0651-423-2025  
 Bids Opening Date & Time: November 7th, 2024, 2:00 p.m.  
 P&E Project No. CC0689

Bid Item	Description	Unit	Quantity	ENGINEER'S ESTIMATE		BGC CONSULTING INC. (Proposed Unit Price)	
				Unit Price	Total	Unit Price	Total
1	CONSTRUCTORS SURVEY AND STAKING	LS	1	27,000.00	27,000.00	25,000.00	25,000.00
2	UTILITIES	LS	1	900,000.00	900,000.00	110,000.00	110,000.00
3	TRUCKS/STOPS	LS	1	6,000.00	6,000.00	55,000.00	55,000.00
4	ASPHALT PAVEMENT BONDING, FILL (SP77)	BT	200	80.00	16,000.00	53.00	10,600.00
5	TEMPORARY EROSION CONTROL	CT	100	100.00	10,000.00	115.00	11,500.00
6	FORM DEMOLITION	CT	48	175.00	8,400.00	154.00	7,392.00
7	CONCRETE CURB	CT	100	475.00	47,500.00	577.00	57,700.00
8	INSTALL 12" CONCRETE CURB	CT	100	150.00	15,000.00	137.00	13,700.00
9	INSTALL 12" CONCRETE CURB WITH FINISH, COMPLETE	CT	100	150.00	15,000.00	137.00	13,700.00
10	INSTALL 12" CONCRETE CURB WITH FINISH, COMPLETE	CT	100	150.00	15,000.00	137.00	13,700.00
11	INSTALL 12" CONCRETE CURB WITH FINISH, COMPLETE	CT	100	150.00	15,000.00	137.00	13,700.00
12	INSTALL 12" CONCRETE CURB WITH FINISH, COMPLETE	CT	100	150.00	15,000.00	137.00	13,700.00
13	ELECTRICAL UTILITY SERVICES BONDING/STOPS	LS	1	510,000.00	510,000.00	506,000.00	506,000.00
14	LABOR/PERSONNEL COSTS	LS	1	100,000.00	100,000.00	100,000.00	100,000.00
TOTAL OF ESTIMATED UNIT PRICE ITEMS AND TOTAL UNIT PRICE				8	1,117,500.00	8	1,117,500.00



## **STANDARD DOT TITLE VI ASSURANCES**

CROOK COUNTY (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

**Crook County**  
\_\_\_\_\_  
**(Sponsor)**

\_\_\_\_\_  
**(Signature of Authorized Official)**

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

**ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Prineville-Crook County Airport (S39)

**LOCATION:** Prineville, Oregon

**AIP PROJECT NO.:** 3-41-0051-023-2025

**STATEMENTS APPLICABLE TO THIS PROJECT** New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

- X a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Prineville-Crook County Airport.
- X b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- X c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Prineville-Crook County Airport, and they have been informed regarding the scope and nature of this project.
- X d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** Commissioner

**SPONSORING AGENCY:** Crook County

**NOTE:** Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title \_\_\_\_\_  
Commissioner



## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>



- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable



classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR § 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source: **"The (Crook County), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."**
- e. Required Contract Provisions.
  1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of 01/23/2025 .

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.



**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects**

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

<b>NUMBER</b>	<b>TITLE</b>
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

<b>NUMBER</b>	<b>TITLE</b>
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

<b>NUMBER</b>	<b>TITLE</b>
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

<b>NUMBER</b>	<b>TITLE</b>
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY**

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



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

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-023-2025

Description of Work: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor **acknowledgment** and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A



4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-023-2025

Description of Work: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Prineville-Crook County Airport (S39)

Address: 4585 SW Airport Road, Prineville, OR 97754

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-023-2025

Description of Work: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A



2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes    No    N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- Yes    No    N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes    No    N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes    No    N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes    No    N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-023-2025

Description of Work: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes    No    N/A
  
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes    No    N/A
  
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes    No    N/A
  
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes    No    N/A
  
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes    No    N/A
  
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes    No    N/A
  
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes    No    N/A
  
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes    No    N/A
  
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes    No    N/A
  
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
  - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes    No    N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-023-2025

Description of Work: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,                      .

Name of Sponsor: Crook County

Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Crook County

Airport: Prineville-Crook County Airport (S39)

Project Number: 3-41-0051-023-2025

Description of Work: New Aviation T-Hangar: Phase I (Design/Bidding) and Phase II (Construction/SDC)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            20

Name of Sponsor: Crook County

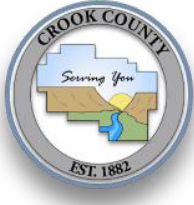
Name of Sponsor's Authorized Official: Brian Barney

Title of Sponsor's Authorized Official: Commissioner

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## AGENDA ITEM REQUEST



**Date:**

January 8, 2025

**Meeting date desired:**

January 15, 2025

**Subject:**

CDD Monthly Update – December 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: January 8, 2025

SUBJECT: Community Development Activity Update – December 2024

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

### **Building:**

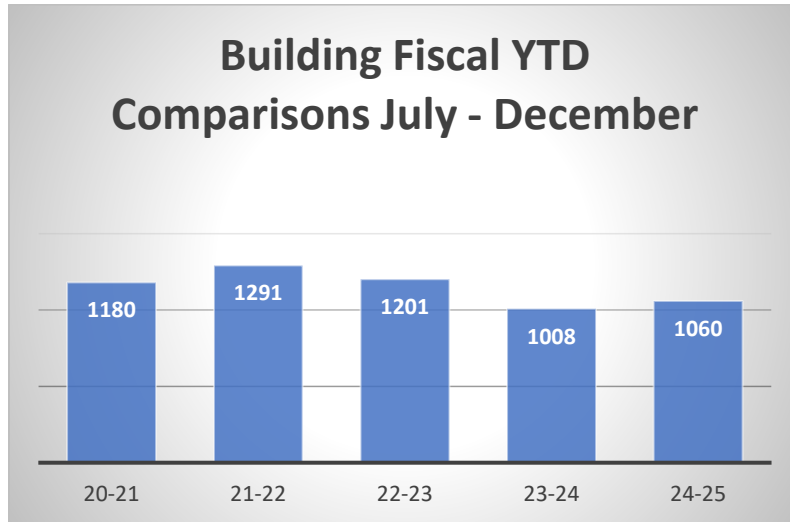
#### Permits issued summary (December):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	5
Commercial (plumbing, electrical, structural, etc.)	22
Residential Permits (plumbing, electrical, mechanical etc.)	79
Residential Structural (shops, etc.)	18
Other (e.g. demo)	5
<b>TOTAL</b>	<b>129</b>

#### Comparisons:

Time Frame	Permits
December 2024	129
December 2023	130
YTD 2024	2031
YTD 2023	2065
Fiscal YTD 2024-25	1060
Fiscal YTD Comparison 2023-24	1008





Active Permits:

Permit Type	Amount Still Active as of end of December
Dwellings (Site Built or Manufactured)	188
Other Residential Permits	800
Commercial Permits	221

Daily Inspections:

Inspection Type	Amount this month
Residential	593
Commercial	113
All	706

Larger Projects Under Construction:

Apple Data Center
Area H & I of Prineville Campus
PRN1 Retrofit
F-5 Smokehouse
Humane Society – Dog Wing Addition
Thoroughbred Carwash
Chamber of Commerce
Rooster Restaurant/Bar
Convenience Store
Church/Community Center – Madras Hwy
Brasada Ranch Facility Service Building
Reserve at Ochoco Creek - Apartments

Larger Projects Under Review or Incoming:

Cessna Dr – Data Mining Facility, Bit Coin
Cabins at Brasada Ranch
Parking Garages – Ochoco Reserve Apts
(3) Meteorological Towers – Bear Creek

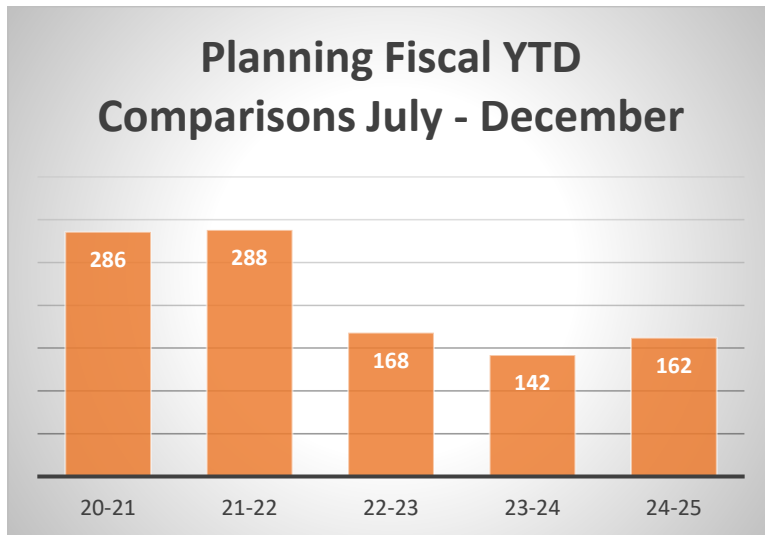
**Planning:**

**Applications received:**

<b>Application Type</b>	<b># of Applications (December 2024)</b>	<b>YTD</b>
Appeals	0	1
Variance	0	4
Site Plan Review	14	193
Land Partition	0	10
Combine/Un-Combine Lots	0	1
Road Approach	6	24
Boundary Line Adjustment	1	13
Destination Resort	0	1
Conditional Use	1	18
Miscellaneous (Temporary Hardship Two-year renewals)	2	47
Sign	0	1
Extension	0	1
Subdivision	0	1
Amendment	1	5
Road Name/Rename	0	2
Vested Right	0	0
<b>TOTAL</b>	<b>25</b>	<b>322</b>

**Comparisons:**

<b>Time Frame</b>	<b>Permits</b>
December 2024	25
December 2023	17
YTD 2024	322
YTD 2023	357
Fiscal YTD 2024-25	162
Fiscal YTD Comparison 2023-24	142



Notable Land Use Applications:

Request	Status
Raasch (Moffatt Rd Solar Farm LLC) – Commercial Solar Facility	App Submitted – In Review
Hegele – Comp Plan Amend & Cond Use	BOCC Review – January

Notable City Land Use Applications:

Request	Status

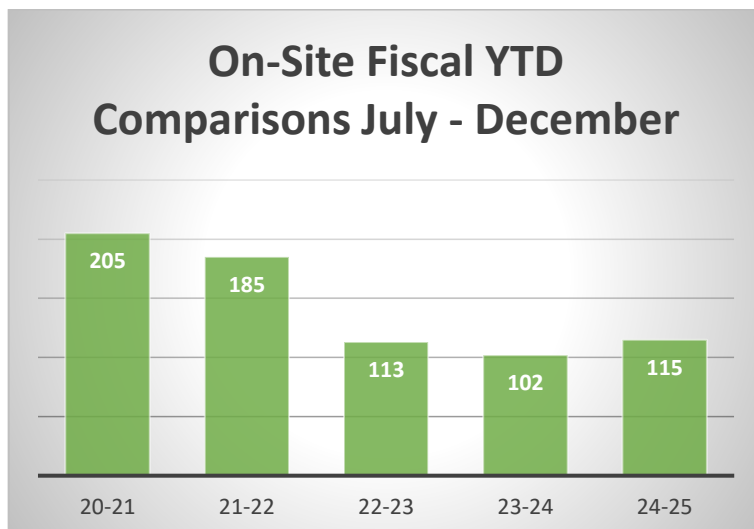
**On-Site:**

**Applications (December):**

<b>Application Type</b>	<b>Number of Applications</b>
Residential Authorization	2
Commercial Authorization	1
Construction Permit (Residential)	5
Construction Permit (Commercial)	0
Repair (Major) - Residential	0
Repair (Minor) - Residential	2
Repair (Major) – Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	13
Commercial Site Evaluation	0
Alteration (Minor) – Residential	2
Alteration (Major) – Residential	1
Alteration (Minor) - Commercial	0
<b>TOTAL</b>	<b>26</b>

**Comparisons:**

<b>Time Frame</b>	<b>Permits</b>
December 2024	26
December 2023	11
YTD 2024	213
YTD 2023	205
Fiscal YTD 2024-25	115
Fiscal YTD Comparison 2023-24	102



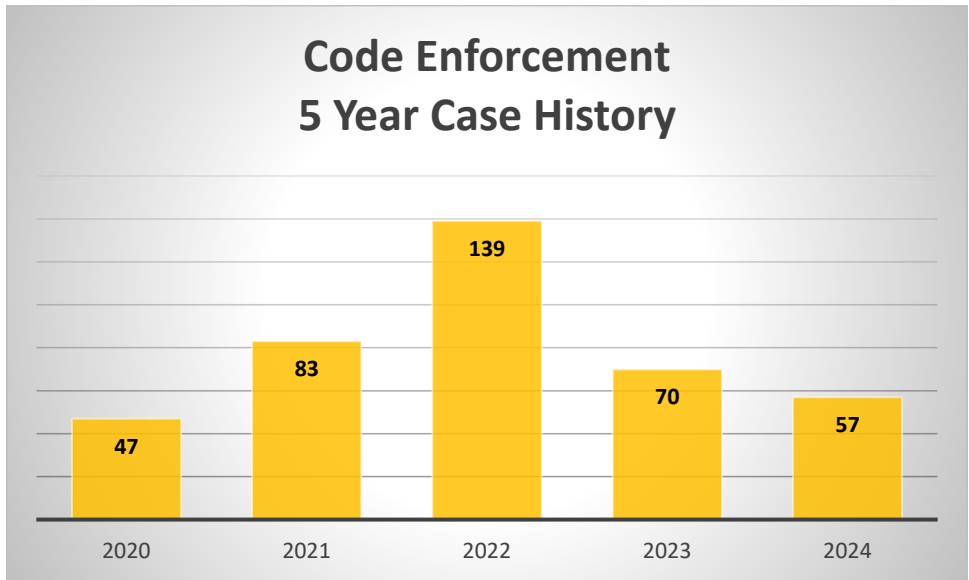
**Code Compliance:**

Case Load (Total violations from open cases):

Year	Building	Land Use	Waste	Septic
YTD 2024	35	36	13	11

Activity:

Opened in December: 5  
Closed in December: 5





## Agenda Item Request

**Date:**

*January 8, 2025*

**Meeting date desired:**

*January 22, 2025 – Discussion Agenda*

**Subject:**

*Consider enrollment of the District Attorney's stipend in PERS effective Jan 1.*

**Background and policy implications:**

*Consider updating retirement contributions for the DA's stipend from the County's 401(k) to Oregon PERS considering the recent changes under HB 4045 updating the category of DA PERS to Police/Fire, similar to the changes made previously for the Deputy District Attorneys.*

**Budget/fiscal impacts:**

*~\$7,200 annual increase in the District Attorney's payroll costs*

**Requested by:**

*Christina Haron, CPA, Crook County Finance Director*

**Presenters:**

*Will Van Vactor, Crook County County Manager*

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

# Enrolled House Bill 4045

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of House Interim Committee on Emergency Management, General Government, and Veterans for Representative Zach Hudson)

CHAPTER .....

AN ACT

Relating to adjustments in classifications under the Public Employees Retirement System; creating new provisions; amending ORS 238.005, 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 238.005 is amended to read:

238.005. For purposes of this chapter:

(1) "Active member" means a member who is presently employed by a participating public employer in a qualifying position and who has completed the six-month period of service required by ORS 238.015.

(2) "Annuity" means payments for life derived from contributions made by a member as provided in this chapter.

(3) "Board" means the Public Employees Retirement Board.

(4) "Calendar year" means 12 calendar months commencing on January 1 and ending on December 31 following.

(5) "Continuous service" means service not interrupted for more than five years, except that such continuous service shall be computed without regard to interruptions in the case of:

(a) An employee who had returned to the service of the employer as of January 1, 1945, and who remained in that employment until having established membership in the Public Employees Retirement System.

(b) An employee who was in the armed services on January 1, 1945, and returned to the service of the employer within one year of the date of being otherwise than dishonorably discharged and remained in that employment until having established membership in the Public Employees Retirement System.

(6) "Creditable service" means any period of time during which an active member is being paid a salary by a participating public employer and for which benefits under this chapter are funded by employer contributions and earnings on the fund. For purposes of computing years of "creditable service," full months and major fractions of a month shall be considered to be one-twelfth of a year and shall be added to all full years. "Creditable service" includes all retirement credit received by a member.

(7) "Earliest service retirement age" means the age attained by a member when the member could first make application for retirement under the provisions of ORS 238.280.



(8) "Employee" means a person who performs services for a participating public employer, including persons considered employees of a participating public employer under 26 U.S.C. 3121(d)(2), as in effect on December 31, 2019, and public officers. "Employee" does not include:

(a) Persons engaged as independent contractors.

(b) Seasonal, emergency or casual workers whose periods of employment with any public employer or public employers do not total 600 hours in any calendar year.

(c) Persons provided sheltered employment or made-work by a public employer in an employment or industries program maintained for the benefit of such persons.

(d) Persons employed and paid from federal funds received under a federal program intended primarily to alleviate unemployment. However, any such person shall be considered an "employee" if not otherwise excluded by paragraphs (a) to (c) of this subsection and the public employer elects to have the person so considered by an irrevocable written notice to the board.

(e) Persons who are employees of a railroad, as defined in ORS 824.020, and who, as such employees, are included in a retirement plan under federal railroad retirement statutes. This paragraph shall be deemed to have been in effect since the inception of the system.

(f) Persons employed in positions classified as post-doctoral scholar positions by a public university listed in ORS 352.002, or by the Oregon Health and Science University, under ORS 350.370.

(9) "Final average salary" means whichever of the following is greater:

(a) The average salary per calendar year paid by one or more participating public employers to an employee who is an active member of the system in three of the calendar years of membership before the effective date of retirement of the employee, in which three years the employee was paid the highest salary. The three calendar years in which the employee was paid the largest total salary may include calendar years in which the employee was employed for less than a full calendar year. If the number of calendar years of active membership before the effective date of retirement of the employee is three or fewer, the final average salary for the employee is the average salary per calendar year paid by one or more participating public employers to the employee in all of those years, without regard to whether the employee was employed for the full calendar year.

(b) One-third of the total salary paid by a participating public employer to an employee who is an active member of the system in the last 36 calendar months of active membership before the effective date of retirement of the employee.

(10) "Firefighter" does not include a volunteer firefighter, but does include:

(a) The State Fire Marshal, the chief deputy fire marshal and deputy state fire marshals;

(b) An employee of the State Fire Marshal whose primary duties include fire investigation, fire prevention, fire safety, fire control or fire suppression;

(c) An employee of the State Forestry Department who is certified by the State Forester as a professional wildland firefighter and whose primary duties include the abatement of uncontrolled fires as described in ORS 477.064; and

(d) An employee of the Oregon Military Department whose primary duties include fighting structural, aircraft, wildland or other fires.

(11) "Fiscal year" means 12 calendar months commencing on July 1 and ending on June 30 following.

(12) "Fund" means the Public Employees Retirement Fund.

(13) "Inactive member" means a member who is not employed in a qualifying position, whose membership has not been terminated in the manner described by ORS 238.095 and who is not retired for service or disability.

(14) "Institution of higher education" means a public university listed in ORS 352.002, the Oregon Health and Science University and a community college, as defined in ORS 341.005.

(15) "Member" means a person who has established membership in the system and whose membership has not been terminated as described in ORS 238.095. "Member" includes active, inactive and retired members.

(16) "Member account" means the regular account and the variable account.

(17) "Normal retirement age" means:

(a) For a person who establishes membership in the system before January 1, 1996, as described in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or firefighter or 58 years of age if the employee retires at that age as other than a police officer or firefighter.

(b) For a person who establishes membership in the system on or after January 1, 1996, as described in ORS 238.430, 55 years of age if the employee retires at that age as a police officer or firefighter or 60 years of age if the employee retires at that age as other than a police officer or firefighter.

(18) "Pension" means annual payments for life derived from contributions by one or more public employers.

(19) "Police officer" includes:

(a) Employees of institutions defined in ORS 421.005 as Department of Corrections institutions whose duties, as assigned by the Director of the Department of Corrections, include the custody of persons committed to the custody of or transferred to the Department of Corrections and employees of the Department of Corrections who were classified as police officers on or before July 27, 1989, whether or not such classification was authorized by law.

(b) Employees of the Department of State Police who are classified as police officers, **forensic scientists or evidence technicians** by the Superintendent of State Police.

(c) Employees of the Oregon Liquor and Cannabis Commission who are classified as regulatory specialists by the administrator of the commission.

(d) Sheriffs and those deputy sheriffs or other employees of a sheriff whose duties, as classified by the sheriff, are the regular duties of police officers or corrections officers.

(e) Police chiefs and police personnel of a city who are classified as police officers by the council or other governing body of the city.

(f) Police officers who are commissioned by a university under ORS 352.121 or 353.125 and who are classified as police officers by the university.

(g) Parole and probation officers employed by the Department of Corrections, parole and probation officers who are transferred to county employment under ORS 423.549 and adult parole and probation officers, as defined in ORS 181A.355, who are classified as police officers for the purposes of this chapter by the county governing body. If a county classifies adult parole and probation officers as police officers for the purposes of this chapter, and the employees so classified are represented by a labor organization, any proposal by the county to change that classification or to cease to classify adult parole and probation officers as police officers for the purposes of this chapter is a mandatory subject of bargaining.

(h) Police officers appointed under ORS 276.021 or 276.023.

(i) Employees of the Port of Portland who are classified as airport police by the Board of Commissioners of the Port of Portland.

(j) Employees of the State Department of Agriculture who are classified as livestock police officers by the Director of Agriculture.

(k) Employees of the Department of Public Safety Standards and Training who are classified by the department as other than secretarial or clerical personnel.

(L) Investigators of the Criminal Justice Division of the Department of Justice.

(m) Corrections officers as defined in ORS 181A.355.

(n) Employees of the Oregon State Lottery Commission who are classified by the Director of the Oregon State Lottery as enforcement agents pursuant to ORS 461.110.

(o) The Director of the Department of Corrections.

(p) An employee who for seven consecutive years has been classified as a police officer as defined by this section, and who is employed or transferred by the Department of Corrections to fill a position designated by the Director of the Department of Corrections as being eligible for police officer status.

(q) An employee of the Department of Corrections classified as a police officer on or prior to July 27, 1989, whether or not that classification was authorized by law, as long as the employee

remains in the position held on July 27, 1989. The initial classification of an employee under a system implemented pursuant to ORS 240.190 does not affect police officer status.

(r) Employees of a school district who are appointed and duly sworn members of a law enforcement agency of the district as provided in ORS 332.531 or otherwise employed full-time as police officers commissioned by the district.

(s) Employees at youth correction facilities and juvenile detention facilities under ORS 419A.050, 419A.052 and 420.005 to 420.915 who are required to hold valid Oregon teaching licenses and who have supervisory, control or teaching responsibilities over juveniles committed to the custody of the Department of Corrections or the Oregon Youth Authority.

(t) Employees at youth correction facilities as defined in ORS 420.005 whose primary job description involves the custody, control, treatment, investigation or supervision of juveniles placed in such facilities.

(u) Employees of the Oregon Youth Authority who are classified as juvenile parole and probation officers.

(v) Employees of the Department of Human Services who are prohibited from striking under ORS 243.726 and whose duties include the care of residents of residential facilities, as defined in ORS 443.400, that house individuals with intellectual or developmental disabilities.

(w) Employees appointed as judicial marshals under ORS 1.177 who are certified under ORS 181A.540.

(x) Certified parole and probation officers employed by the State Board of Parole and Post-Prison Supervision.

(y) **District attorneys and** deputy district attorneys.

(20) "Prior service credit" means credit provided under ORS 238.442 or under ORS 238.225 (2) to (6) (1999 Edition).

(21) "Public employer" means the state, one of its agencies or any city, county, municipal or public corporation, political subdivision of the state or instrumentality thereof, or an agency created by one or more such governmental organizations to provide governmental services. For purposes of this chapter, such agency created by one or more governmental organizations is a governmental instrumentality and a legal entity with power to enter into contracts, hold property and sue and be sued.

(22) "Qualifying position" means one or more jobs with one or more participating public employers in which an employee performs 600 or more hours of service in a full calendar year, or would perform 600 or more hours of service if the employee were employed for the full calendar year, excluding any service in a job for which a participating public employer does not provide benefits under this chapter pursuant to an application made under ORS 238.035.

(23) "Regular account" means the account established for each active and inactive member under ORS 238.250.

(24) "Retired member" means a member who is retired for service or disability.

(25) "Retirement credit" means a period of time that is treated as creditable service for the purposes of this chapter.

(26)(a) "Salary" means the remuneration paid an employee in cash out of the funds of a public employer in return for services to the employer, plus the monetary value, as determined by the Public Employees Retirement Board, of whatever living quarters, board, lodging, fuel, laundry and other advantages the employer furnishes the employee in return for services.

(b) "Salary" includes but is not limited to:

(A) Payments of employee and employer money into a deferred compensation plan, which are deemed salary paid in each month of deferral;

(B) The amount of participation in a tax-sheltered or deferred annuity, which is deemed salary paid in each month of participation;

(C) Retroactive payments described in ORS 238.008;

(D) Wages of a deceased member paid to a surviving spouse or dependent children under ORS 652.190; and

(E) The full amount of required employee contributions under ORS 238A.330 that are paid by the employer on behalf of its employees under ORS 238A.335 (2)(b), solely for the purpose of computing a member's final average salary, and not for any other purpose.

(c) "Salary" or "other advantages" does not include:

(A) Travel or any other expenses incidental to employer's business which is reimbursed by the employer;

(B) Payments for insurance coverage by an employer on behalf of employee or employee and dependents, for which the employee has no cash option;

(C) Payments made on account of an employee's death;

(D) Any lump sum payment for accumulated unused sick leave;

(E) Any accelerated payment of an employment contract for a future period or an advance against future wages;

(F) Any retirement incentive, retirement severance pay, retirement bonus or retirement gratuitous payment;

(G) Payments for periods of leave of absence after the date the employer and employee have agreed that no future services qualifying pursuant to ORS 238.015 (3) will be performed, except for sick leave and vacation;

(H) Payments for instructional services rendered to public universities listed in ORS 352.002 or the Oregon Health and Science University when such services are in excess of full-time employment subject to this chapter. A person employed under a contract for less than 12 months is subject to this subparagraph only for the months to which the contract pertains;

(I) Payments made by an employer for insurance coverage provided to a domestic partner of an employee;

(J) Compensation described and authorized under ORS 341.556 that is not paid by the community college employing the faculty member;

(K) Compensation described and authorized under ORS 352.232 that is not paid by the public university employing the officer or employee;

(L) Compensation described and authorized under ORS 353.270 that is not paid by Oregon Health and Science University; or

(M) For years beginning on or after January 1, 2020, any amount in excess of \$195,000 for a calendar year. If any period over which salary is determined is less than 12 months, the \$195,000 limitation for that period shall be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12. On January 1 of each year, the board shall adjust the dollar limit provided by this subparagraph to reflect any percentage changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

(27) "School year" means the period beginning July 1 and ending June 30 next following.

(28) "System" means the Public Employees Retirement System.

(29) "Variable account" means the account established for a member who participates in the Variable Annuity Account under ORS 238.260.

(30) "Vested" means being an active member of the system in each of five calendar years.

(31) "Volunteer firefighter" means a firefighter whose position normally requires less than 600 hours of service per year.

**SECTION 2.** ORS 238A.005 is amended to read:

238A.005. For the purposes of this chapter:

(1) "Active member" means a member of the pension program or the individual account program of the Oregon Public Service Retirement Plan who is actively employed in a qualifying position.

(2) "Actuarial equivalent" means a payment or series of payments having the same value as the payment or series of payments replaced, computed on the basis of interest rate and mortality assumptions adopted by the board.

(3) "Board" means the Public Employees Retirement Board.

(4) “Eligible employee” means a person who performs services for a participating public employer, including persons considered employees of a participating public employer under 26 U.S.C. 3121(d)(2), as in effect on January 1, 2023, and elected officials other than judges. “Eligible employee” does not include:

- (a) Persons engaged as independent contractors;
- (b) Aliens working under a training or educational visa;
- (c) Persons provided sheltered employment or make-work by a public employer;
- (d) Persons categorized by a participating public employer as student employees;
- (e) Any person who is in custody in a state institution;
- (f) Employees of foreign trade offices of the Oregon Business Development Department who live and perform services in foreign countries under the provisions of ORS 285A.075 (1)(g);
- (g) An employee actively participating in an alternative retirement program established under ORS 353.250 or an optional retirement plan established under ORS 341.551;
- (h) Employees of a public university listed in ORS 352.002 who are actively participating in an optional retirement plan offered under ORS 243.815;
- (i) Persons employed in positions classified as post-doctoral scholar positions by a public university listed in ORS 352.002, or by the Oregon Health and Science University, under ORS 350.370;
- (j) Any employee who belongs to a class of employees that was not eligible on August 28, 2003, for membership in the system under the provisions of ORS chapter 238 or other law;
- (k) Any person who belongs to a class of employees who are not eligible to become members of the Oregon Public Service Retirement Plan under the provisions of ORS 238A.070 (2);
- (L) Any person who is retired under ORS 238A.100 to 238A.250 or ORS chapter 238 and who continues to receive retirement benefits while employed; and
- (m) Judges.

(5) “Firefighter” means:

- (a) A person employed by a local government, as defined in ORS 174.116, whose primary job duties include the fighting of fires;
- (b) The State Fire Marshal, chief deputy state fire marshals and deputy state fire marshals;
- (c) An employee of the State Fire Marshal whose primary duties include fire investigation, fire prevention, fire safety, fire control or fire suppression;
- (d) An employee of the State Forestry Department who is certified by the State Forester as a professional wildland firefighter and whose primary duties include the abatement of uncontrolled fires as described in ORS 477.064; and
- (e) An employee of the Oregon Military Department whose primary duties include fighting structural, aircraft, wildland or other fires.

(6) “Fund” means the Public Employees Retirement Fund.

**(7)(a) “Hazardous position” means a position that does not meet the definition of a qualified public safety employee under section 72(t)(10)(B) of the Internal Revenue Code, but that:**

**(A) Requires the person holding the position to work with or manage emergency or traumatic events in the regular course of work; or**

**(B) Carries a high risk of physical harm.**

**(b) “Hazardous position” includes and is limited to:**

**(A) Employees of the Oregon State Hospital who have direct contact with patients; and**

**(B) Telecommunicators, as defined in ORS 181A.355.**

**[(7)(a)] (8)(a) “Hour of service” means:**

**(A) An hour for which an eligible employee is directly or indirectly paid or entitled to payment by a participating public employer for performance of duties in a qualifying position; and**

**(B) An hour of vacation, holiday, illness, incapacity, jury duty, military duty or authorized leave during which an employee does not perform duties but for which the employee is directly or indirectly paid or entitled to payment by a participating public employer for services in a qualifying position, as long as the hour is within the number of hours regularly scheduled for the performance**

of duties during the period of vacation, holiday, illness, incapacity, jury duty, military duty or authorized leave.

(b) "Hour of service" does not include any hour for which payment is made or due under a plan maintained solely for the purpose of complying with applicable unemployment compensation laws.

[(8)] (9) "Inactive member" means a member of the pension program or the individual account program of the Oregon Public Service Retirement Plan whose membership has not been terminated, who is not a retired member and who is not employed in a qualifying position.

[(9)] (10) "Individual account program" means the defined contribution individual account program of the Oregon Public Service Retirement Plan established under ORS 238A.025.

[(10)] (11) "Institution of higher education" means a public university listed in ORS 352.002, the Oregon Health and Science University or a community college, as defined in ORS 341.005.

[(11)] (12) "Member" means an eligible employee who has established membership in the pension program or the individual account program of the Oregon Public Service Retirement Plan and whose membership has not been terminated under ORS 238A.110 or 238A.310.

[(12)] (13) "Participating public employer" means a public employer as defined in ORS 238.005 that provides retirement benefits for employees of the public employer under the system.

[(13)] (14) "Pension program" means the defined benefit pension program of the Oregon Public Service Retirement Plan established under ORS 238A.025.

[(14)] (15) "Police officer" means a police officer as described in ORS 238.005.

[(15)] (16) "Qualifying position" means one or more jobs with one or more participating public employers in which an eligible employee performs 600 or more hours of service in a full calendar year, or would perform 600 or more hours of service if the employee were employed for the full calendar year, excluding any service in a job for which benefits are not provided under the Oregon Public Service Retirement Plan pursuant to ORS 238A.070 (2).

[(16)] (17) "Retired member" means a pension program member who is receiving a pension as provided in ORS 238A.180 to 238A.195.

[(17)(a)] (18)(a) "Salary" means the remuneration paid to an active member in return for services to the participating public employer, including remuneration in the form of living quarters, board or other items of value, to the extent the remuneration is, or would be if the member were an Oregon resident, includable in the employee's taxable income under Oregon law. "Salary" includes the additional amounts specified in paragraph (b) of this subsection, but does not include the amounts specified in paragraph (c) of this subsection, regardless of whether those amounts are includable in taxable income.

(b) "Salary" includes the following amounts:

(A) Payments of employee and employer money into a deferred compensation plan that are made at the election of the employee.

(B) Contributions to a tax-sheltered or deferred annuity that are made at the election of the employee.

(C) Any amount that is contributed to a cafeteria plan or qualified transportation fringe benefit plan by the employer at the election of the employee and that is not includable in the taxable income of the employee by reason of 26 U.S.C. 125 or 132(f)(4), as in effect on December 31, 2022.

(D) Any amount that is contributed to a cash or deferred arrangement by the employer at the election of the employee and that is not included in the taxable income of the employee by reason of 26 U.S.C. 402(e)(3), as in effect on December 31, 2022.

(E) Retroactive payments described in ORS 238.008.

(F) The amount of an employee contribution to the individual account program that is paid by the employer and deducted from the compensation of the employee, as provided under ORS 238A.335 (1) and (2)(a).

(G) The amount of an employee contribution to the individual account program that is not paid by the employer under ORS 238A.335.

(H) Wages of a deceased member paid to a surviving spouse or dependent children under ORS 652.190.

(c) "Salary" does not include the following amounts:

(A) Travel or any other expenses incidental to employer's business which is reimbursed by the employer.

(B) Payments made on account of an employee's death.

(C) Any lump sum payment for accumulated unused sick leave, vacation leave or other paid leave.

(D) Any severance payment, accelerated payment of an employment contract for a future period or advance against future wages.

(E) Any retirement incentive, retirement bonus or retirement gratuitous payment.

(F) Payment for a leave of absence after the date the employer and employee have agreed that no future services in a qualifying position will be performed.

(G) Payments for instructional services rendered to public universities listed in ORS 352.002 or the Oregon Health and Science University when those services are in excess of full-time employment subject to this chapter. A person employed under a contract for less than 12 months is subject to this subparagraph only for the months covered by the contract.

(H) The amount of an employee contribution to the individual account program that is paid by the employer and is not deducted from the compensation of the employee, as provided under ORS 238A.335 (1) and (2)(b).

(I) Compensation described and authorized under ORS 341.556 that is not paid by the community college employing the faculty member.

(J) Compensation described and authorized under ORS 352.232 that is not paid by the public university employing the officer or employee.

(K) Compensation described and authorized under ORS 353.270 that is not paid by Oregon Health and Science University.

(L) For years before 2020, any amount in excess of \$200,000 for a calendar year. If any period over which salary is determined is less than 12 months, the \$200,000 limitation for that period shall be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12. The board shall adopt rules adjusting this dollar limit to incorporate cost-of-living adjustments authorized by the Internal Revenue Service.

(M) For years beginning on or after January 1, 2020, any amount in excess of \$195,000 for a calendar year. If any period over which salary is determined is less than 12 months, the \$195,000 limitation for that period shall be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12. On January 1 of each year, the board shall adjust the dollar limit provided by this subparagraph to reflect any percentage changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

[(18)] (19) "System" means the Public Employees Retirement System.

[(19)] (20) "Workers' compensation benefits" means:

(a) Payments made under ORS chapter 656; or

(b) Payments provided in lieu of workers' compensation benefits under ORS 656.027 (6).

**SECTION 3.** ORS 238A.125 is amended to read:

238A.125. (1) Upon retiring at normal retirement age, a vested pension program member shall be paid an annual pension for the life of the member as follows:

(a) For service as a police officer or firefighter, 1.8 percent of final average salary multiplied by the number of years of retirement credit attributable to service as a police officer or firefighter.

**(b) For service in a hazardous position, 1.8 percent of final average salary multiplied by the number of years of retirement credit attributable to service in a hazardous position.**

[(b)] (c) For service as other than a police officer or firefighter **or in a hazardous position**, 1.5 percent of final average salary multiplied by the number of years of retirement credit attributable to service as other than a police officer or firefighter **or in a hazardous position**.

(2) Notwithstanding any provision of ORS 238A.100 to 238A.250, the annual benefit payable to a member under the pension program and under any other tax-qualified defined benefit plan main-

tained by the participating public employer may not exceed the applicable limitations set forth in 26 U.S.C. 415(b), as in effect on December 31, 2022. The Public Employees Retirement Board shall adopt rules for the administration of this limitation, including adjustments in the annual dollar limitation to reflect cost-of-living adjustments authorized by the Internal Revenue Service.

(3) The board shall make no actuarial adjustment in a member's pension calculated under this section by reason of the member's retirement after normal retirement age.

**SECTION 4.** ORS 238A.160 is amended to read:

238A.160. (1) Except as provided in subsections (2) and (3) of this section, normal retirement age for a member of the pension program is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has 30 years or more of retirement credit.

(2)(a) Normal retirement age for a member of the pension program who retires from service as a police officer or firefighter, and whose last 60 months of retirement credit preceding retirement eligibility under this section is classified as retirement credit for service as a police officer or a firefighter, is the earlier of:

(A) [60] 55 years of age; or

(B) 53 years of age if the member has 25 years or more of retirement credit.

(b) A member who establishes retirement eligibility under this subsection retains retirement eligibility as a police officer or firefighter, even if the member performs service thereafter only as other than a police officer or firefighter.

(c) A period of leave from a position as a police officer or firefighter for which a member is entitled to retirement credit for service as a police officer or firefighter and which is part of the member's last 60 months of retirement credit preceding retirement eligibility under this section shall be counted as part of the last 60 months of retirement credit required for retirement eligibility under this section.

(d) Retirement credit for a month in which a member performs service as both a police officer or firefighter and as other than a police officer or firefighter shall be classified as retirement credit for service as a police officer or firefighter for purposes of this section.

(e) A member employed as a police officer or firefighter is not required to restart the last 60 months of retirement credit required for retirement eligibility under this section when the member:

(A) Is on unpaid leave from the member's position as a police officer or firefighter and is receiving insurance payments for short-term or long-term disability for which retirement credit is not available under ORS 238A.155; and

(B) Is concurrently employed and performing service as other than a police officer or firefighter.

(3) Normal retirement age for a member of the pension program who retires from service as a school employee as defined by ORS 238A.140 is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has been an active member in 30 or more calendar years.

(4) The normal retirement date of a member is the first day of the month beginning on or after the date the member reaches normal retirement age.

**SECTION 5.** ORS 238A.160, as amended by section 4 of this 2024 Act, is amended to read:

238A.160. (1) Except as provided in subsections (2) [*and (3)*] **to (4)** of this section, normal retirement age for a member of the pension program is the earlier of:

(a) 65 years of age; or

(b) 58 years of age if the member has 30 years or more of retirement credit.

(2)(a) Normal retirement age for a member of the pension program who retires from service as a police officer or firefighter, and whose last 60 months of retirement credit preceding retirement eligibility under this section is classified as retirement credit for service as a police officer or a firefighter, is the earlier of:

(A) 55 years of age; or

(B) 53 years of age if the member has 25 years or more of retirement credit.



(b) A member who establishes retirement eligibility under this subsection retains retirement eligibility as a police officer or firefighter, even if the member performs service thereafter only as other than a police officer or firefighter.

(c) A period of leave from a position as a police officer or firefighter for which a member is entitled to retirement credit for service as a police officer or firefighter and which is part of the member's last 60 months of retirement credit preceding retirement eligibility under this section shall be counted as part of the last 60 months of retirement credit required for retirement eligibility under this section.

(d) Retirement credit for a month in which a member performs service as both a police officer or firefighter and as other than a police officer or firefighter shall be classified as retirement credit for service as a police officer or firefighter for purposes of this section.

(e) A member employed as a police officer or firefighter is not required to restart the last 60 months of retirement credit required for retirement eligibility under this section when the member:

(A) Is on unpaid leave from the member's position as a police officer or firefighter and is receiving insurance payments for short-term or long-term disability for which retirement credit is not available under ORS 238A.155; and

(B) Is concurrently employed and performing service as other than a police officer or firefighter.

**(3)(a) Normal retirement age for a member of the pension program who retires from service as a person in a hazardous position, and whose last 60 months of retirement credit preceding retirement eligibility under this section is classified as retirement credit for service in a hazardous position, is the earlier of:**

**(A) 60 years of age; or**

**(B) 58 years of age if the member has 25 or more years of retirement credit.**

**(b) A member who establishes retirement eligibility under this subsection retains retirement eligibility as a person serving in a hazardous position, even if the member performs service thereafter only in other than a hazardous position.**

**(c) A period of leave from a hazardous position for which a member is entitled to retirement credit for service in a hazardous position and which is part of the member's last 60 months of retirement credit preceding retirement eligibility under this section shall be counted as part of the last 60 months of retirement credit required for retirement eligibility under this section.**

**(d) Retirement credit for a month in which a member performs service both in a hazardous position and in other than a hazardous position shall be classified as retirement credit for service in a hazardous position for purposes of this section.**

**(e) A member employed in a hazardous position is not required to restart the last 60 months of retirement credit required for retirement eligibility under this section when the member:**

**(A) Is on unpaid leave from the member's hazardous position and is receiving insurance payments for short-term or long-term disability for which retirement credit is not available under ORS 238A.155; and**

**(B) Is concurrently employed and performing service in other than a hazardous position.**

**[(3)] (4) Normal retirement age for a member of the pension program who retires from service as a school employee as defined by ORS 238A.140 is the earlier of:**

**(a) 65 years of age; or**

**(b) 58 years of age if the member has been an active member in 30 or more calendar years.**

**[(4)] (5) The normal retirement date of a member is the first day of the month beginning on or after the date the member reaches normal retirement age.**

**SECTION 6. ORS 238A.220 is amended to read:**

**238A.220. (1) A participating public employer shall make employer contributions to the Public Employees Retirement Board at intervals designated by the board in the amounts determined by the board under ORS 238.225. All participating public employers shall be considered to be a single em-**

ployer for the purposes of the employer contributions under ORS 238.225 that are required for funding the pension program established under ORS 238A.025.

(2) For the purpose of the actuarial computation required under ORS 238.225, the board shall separately establish the liability of participating public employers for police officers and firefighters under the pension program and shall require that public employers that employ police officers and firefighters who are members of the pension program make contributions for those employees based on the liability established under this subsection.

**(3) For the purpose of the actuarial computation required under ORS 238.225, the board shall separately establish the liability of participating public employers for members in hazardous positions under the pension program and shall require that public employers that employ members in hazardous positions who are members of the pension program make contributions for those employees based on the liability established under this subsection.**

**SECTION 7.** ORS 238A.240 is amended to read:

238A.240. (1) A participating public employer shall contribute to the pension program, at intervals designated by the Public Employees Retirement Board, all amounts determined by the board to be actuarially necessary to adequately fund the disability benefits to be provided under ORS 238A.235 and the reasonable costs of administering the provision of those benefits. The board shall periodically determine the liabilities attributable to the disability benefits and shall set the amount of contributions to be made by participating public employers, and by other public employers who are required to make contributions on behalf of members, to ensure that those liabilities will be funded no more than 40 years after the date on which the determination is made. All participating public employers shall be considered to be a single employer for the purposes of the contributions required under this section.

(2) For the purpose of the actuarial computation required under subsection (1) of this section, the board shall separately establish the liability of participating public employers for police officers and firefighters, and shall require that public employers that employ police officers and firefighters make contributions for those employees based on the liability established under this section.

**(3) For the purpose of the actuarial computation required under subsection (1) of this section, the board shall separately establish the liability of participating public employers for members in hazardous positions, and shall require that public employers that employ members in hazardous positions make contributions for those employees based on the liability established under this section.**

**SECTION 8.** ORS 238A.134 is amended to read:

238A.134. For purposes of determining the salary, as defined in ORS 238A.005 [(17)] (18), of an active member of the Public Employees Retirement System, a housing allowance paid to a member in return for services as a prison chaplain shall be treated as if it were includable in the member's taxable income under Oregon law.

**SECTION 9.** ORS 338.135 is amended to read:

338.135. (1) Employee assignment to a public charter school shall be voluntary.

(2)(a) A public charter school or the sponsor of the public charter school is considered the employer of any employees of the public charter school. If a school district board is not the sponsor of the public charter school, the school district board may not be the employer of the employees of the public charter school and the school district board may not collectively bargain with the employees of the public charter school. The public charter school governing body shall control the selection of employees at the public charter school.

(b) If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school unless:

(A) The employee is an administrator who does not have any teaching responsibilities; and

(B) Both the executive officer of the sponsor and the public charter school governing body approve employment by the for-profit entity. The executive officer or governing body may choose to grant approval under this subparagraph:

(i) For all employees of the for-profit entity who meet the description in subparagraph (A) of this paragraph;

(ii) Based on the job categories of the employees who meet the description in subparagraph (A) of this paragraph; or

(iii) On a case-by-case basis for each employee who meets the description in subparagraph (A) of this paragraph.

(3) The school district board of the school district within which the public charter school is located shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by negotiated agreement or by board policy. However, the length of the leave of absence may not be less than two years unless:

(a) The charter of the public charter school is terminated or the public charter school is dissolved or closed during the leave of absence; or

(b) The employee and the school district board have mutually agreed to a different length of time.

(4) An employee of a public charter school operating within a school district who is granted a leave of absence from the school district and returns to employment with the school district shall retain seniority and benefits as an employee pursuant to the terms of the leave of absence. Notwithstanding ORS 243.650 to 243.809, a school district that was the employer of an employee of a public charter school not operating within the school district may make provisions for the return of the employee to employment with the school district.

(5)(a) For purposes of ORS chapters 238 and 238A, a public charter school shall be considered a public employer and as such shall participate in the Public Employees Retirement System.

(b) For purposes of determining the salary paid to an active member of the Public Employees Retirement System under ORS 238A.005 [(17)] (18) during the period between August 29, 2003, and January 1, 2020, remuneration paid to a member in return for services to a public charter school is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with any public charter school if:

(A) The member was hired in a qualifying position by any public charter school on or after August 29, 2003;

(B) The member was informed in writing by the public charter school during the period of continuous employment that the member was eligible to participate in the Public Employees Retirement System and the public charter school made contributions to the system on the member's behalf;

(C) The remuneration was, or would have been if the member were an Oregon resident, includable in the member's taxable income under Oregon law during the period of continuous employment; and

(D) The member resided and performed services in the United States during the period of continuous employment.

(c) As used in this subsection, "continuous employment" means employment with a public charter school that is not interrupted by a period of more than 30 consecutive calendar days.

(6) For teacher licensing, employment experience in public charter schools shall be considered equivalent to experience in public schools.

(7)(a) Any person employed as an administrator in a public charter school shall be licensed or registered to administer by the Teacher Standards and Practices Commission.

(b) Any person employed as a teacher in a public charter school shall be licensed or registered to teach by the commission.

(c) Notwithstanding paragraph (a) or (b) of this subsection, at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission pursuant to ORS 342.125.

(8) Notwithstanding ORS 243.650, a public charter school shall be considered a school district for purposes of ORS 243.650 to 243.809. An employee of a public charter school may be a member of a labor organization or organize with other employees to bargain collectively. Bargaining units at the public charter school may be separate from other bargaining units of the sponsor or of the school district in which the public charter school is located. Employees of a public charter school may be part of the bargaining units of the sponsor or of the school district in which the public charter school is located.

(9) An entity described in ORS 338.005 (4) may not waive the right to sponsor a public charter school in a collective bargaining agreement.

**SECTION 10.** ORS 352.138 is amended to read:

352.138. (1) The following entities are not subject to any provision of law enacted after January 1, 2013, that is unique to governmental entities unless the following entities are expressly named:

(a) A public university listed in ORS 352.002; and

(b) Any not-for-profit organization or other entity if the equity of the entity is owned or controlled exclusively by a public university and if the organization or entity is created by the university to advance any of the university's statutory missions.

(2) Notwithstanding subsection (1) of this section and ORS 352.033, the provisions of ORS 30.260 to 30.460, 33.710, 33.720, 200.005 to 200.025, 200.045 to 200.090, 236.605 to 236.640, 279.835, 279.840, 279.850 and 297.040 and ORS chapters 35, 190, 192 and 244 apply to a public university listed in ORS 352.002 under the same terms as they apply to public bodies other than the state.

(3) Except as otherwise provided by law, the provisions of ORS 35.550 to 35.575, 180.060, 180.210 to 180.235, 184.305 to 184.345, 190.480, 190.490, 200.035, 243.696, 357.805 to 357.895 and 656.017 (2) and ORS chapters 182, 183, 240, 270, 273, 276, 278, 279A, 279B, 279C, 282, 283, 291, 292, 293, 294, 295 and 297 do not apply to a public university listed in ORS 352.002.

(4)(a) Notwithstanding subsections (1) and (3) of this section and ORS 352.033, ORS 240.167, 279C.600 to 279C.625, 279C.800, 279C.810, 279C.825, 279C.827, 279C.830, 279C.835, 279C.836, 279C.838, 279C.840, 279C.845, 279C.850, 279C.855, 279C.860, 279C.865, 279C.870 and 292.043 apply to a public university listed in ORS 352.002 under the same terms as they apply to public bodies other than the state.

(b) Notwithstanding subsections (1) and (3) of this section, ORS 279C.800 to 279C.870 apply to an agreement under the terms of which a private entity constructs, reconstructs, renovates or paints an improvement on real property owned by a public university listed in ORS 352.002 or by a not-for-profit organization or other entity that a public university owns or controls exclusively.

(5) Notwithstanding subsection (2) of this section, ORS 190.430 and 192.105 do not apply to a public university listed in ORS 352.002 or any organization or other entity described in subsection (1) of this section.

(6)(a) Notwithstanding ORS 352.033, except as set forth in subsection (3) of this section, ORS 243.650 to 243.809 and 276.073 to 276.090 and ORS chapters 238 and 238A apply to a public university listed in ORS 352.002 under the same terms as they apply to the state.

(b) For purposes of determining the salary of an active member of the Public Employees Retirement System under ORS 238A.005 [(17)] **(18)**, remuneration paid to a member in return for services to a public university listed in ORS 352.002 is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with any public university listed in ORS 352.002 if:

(A) The member was hired in a qualifying position by a public university listed in ORS 352.002 on or after August 29, 2003, and on or before December 31, 2016; and

(B) The member resided and performed services in the United States during the period of continuous employment.

(7) ORS 350.285, 350.290, 352.198, 352.226, 352.232, 352.293, 352.296, 352.303, 352.309 and 352.313 apply to a public university listed in ORS 352.002.

(8) Notwithstanding ORS 352.033, a public university listed in ORS 352.002 and its agents and employees remain subject to all statutes and administrative rules of this state that create rights,

benefits or protections in favor of military veterans, service members and families of service members to the same extent as an agency of this state would be subject to such statutes and administrative rules.

(9) Notwithstanding ORS 352.033, ORS 350.540, 350.545 and 350.550 apply to a public university listed in ORS 352.002. A public university may not issue a tax credit certificate under ORS 350.540, 350.545 and 350.550 that will cause the General Fund to be owed more than \$8.4 million at any one time under ORS 350.540, 350.545 and 350.550.

(10) If state bonds are issued for the benefit of a public university listed in ORS 352.002 under Article XI-Q of the Oregon Constitution:

(a) The Higher Education Coordinating Commission shall have the powers and duties of a project agency, as defined in ORS 286A.816, to the extent necessary for the issuance of the state bonds and the administration of the proceeds of the state bonds; and

(b) The university and the Higher Education Coordinating Commission shall enter into grant contracts or loan agreements that comply with rules adopted by the Oregon Department of Administrative Services relating to:

(A) Disbursement of project funds by a project agency through grant contracts or loan agreements;

(B) Submission of a request for project funds to the commission under ORS 350.095; and

(C) Any other matters determined by the Oregon Department of Administrative Services to be necessary for the administration of the Article XI-Q bond program.

(11) Nothing in this section may be construed so that statutory provisions that are not set forth in this section apply to a public university listed in ORS 352.002.

**SECTION 11.** ORS 353.100 is amended to read:

353.100. (1) The provisions of ORS chapters 35, 190, 192, 244 and 295 and ORS 30.260 to 30.460, 200.005 to 200.025, 200.045 to 200.090, 236.605 to 236.640, 243.650 to 243.809, 297.040, 307.090 and 307.112 apply to Oregon Health and Science University under the same terms as they apply to public bodies other than the state.

(2) Except as otherwise provided by law, the provisions of ORS chapters 182, 183, 240, 270, 273, 276, 279A, 279B, 279C, 283, 291, 292, 293, 294 and 297 and ORS 35.550 to 35.575, 180.060, 180.210 to 180.235, 183.710 to 183.730, 183.745, 183.750, 184.305 to 184.345, 190.430, 190.480, 190.490, 192.105, 200.035, 243.105 to 243.585, 243.696, 243.853 to 243.855, 278.011 to 278.120, 278.315 to 278.415, 279.835 to 279.855, 282.010 to 282.150, 283.085 to 283.092, 357.805 to 357.895 and 656.017 (2) do not apply to the university or any not-for-profit organization or other entity if the equity of the entity is owned exclusively by the university and if the organization or entity is created by the university to advance any of the university's statutory missions.

(3) The university, as a distinct governmental entity, or any organization or entity described in subsection (2) of this section is not subject to any provision of law enacted after January 1, 1995, with respect to any governmental entity, unless the provision specifically provides that it applies to the university or to the organization or entity.

(4) For purposes of determining the salary, as defined in ORS 238A.005 [(17)] (18), paid between August 29, 2003, and January 1, 2020, to a member of the Public Employees Retirement System, remuneration paid to a member of the system in return for services to the university is deemed includable in the member's taxable income under Oregon law during a period of continuous employment with the Oregon Health and Science University if:

(a) The member was hired in a qualifying position, as defined in ORS 238A.005, by the university on or after August 29, 2003; and

(b) The remuneration was, or would have been if the member were an Oregon resident, includable in the member's taxable income under Oregon law during the period of continuous employment.

**SECTION 12.** The Public Employees Retirement Board shall study the likely liability of participating public employers for members in hazardous positions, as defined in ORS 238A.005, as amended by section 2 of this 2024 Act. The board shall submit a report in the

manner provided by ORS 192.245, and shall include recommendations for implementation of benefits for members working in hazardous positions, to the interim committees of the Legislative Assembly related to public employee retirement no later than September 15, 2028.

**SECTION 13.** (1) Section 12 of this 2024 Act becomes operative on July 1, 2027.

(2) Section 12 of this 2024 Act is repealed on January 2, 2030.

**SECTION 14.** The Public Employees Retirement Board shall report at each odd-numbered year regular session, in writing or in person, to a committee of the Legislative Assembly related to public employee retirement on progress toward implementing the amendments to ORS 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100 by sections 2, 3 and 5 to 11 of this 2024 Act. The report must include the impact of any delays occurring as a result of other ongoing projects of the board.

**SECTION 15.** Section 14 of this 2024 Act is repealed on January 2, 2030.

**SECTION 16.** (1) The amendments to ORS 238.005 by section 1 of this 2024 Act apply only to a person who:

(a) Is employed as a district attorney, or as a forensic scientist or evidence technician by the Department of State Police, on the effective date of this 2024 Act; or

(b) Becomes employed as a district attorney, or as a forensic scientist or evidence technician by the Department of State Police, after the effective date of this 2024 Act.

(2) A person who is employed as a district attorney, or as a forensic scientist or evidence technician by the Department of State Police, on or after the effective date of this 2024 Act is entitled to service under the Public Employees Retirement System as a police officer only for service performed as a district attorney, or as a forensic scientist or evidence technician for the Department of State Police, on or after the effective date of this 2024 Act.

**SECTION 17.** The amendments to ORS 238A.160 by section 4 of this 2024 Act apply to members of the Oregon Public Service Retirement Plan whose effective date of retirement is on or after the effective date of this 2024 Act.

**SECTION 18.** (1) The amendments to ORS 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100 by sections 2, 3 and 5 to 11 of this 2024 Act become operative on January 1, 2030.

(2) The amendments to ORS 238A.125 by section 3 of this 2024 Act apply only to service in a hazardous position performed on or after the operative date specified in subsection (1) of this section.

(3) A member is of normal retirement age for purposes of ORS 238A.160 (3), as amended by section 5 of this 2024 Act, if the member, on or after the operative date specified in subsection (1) of this section:

(a) Meets the age or age and retirement credit requirements of ORS 238A.160 (3);

(b) Was last employed in a qualifying position that is a hazardous position; and

(c) Has accrued their last 60 months of retirement credit in one or more positions that qualify or would qualify as hazardous positions, as defined in ORS 238A.005, as amended by section 2 of this 2024 Act.

(4) Any member who would have established retirement eligibility under ORS 238A.160 (3), had the amendments to ORS 238A.160 (3) by section 5 of this 2024 Act become operative on January 1, 2019, is eligible to retire under ORS 238A.130 (3) on and after January 1, 2030. Service before January 1, 2019, may not be used to establish retirement eligibility under this subsection.

(5) The Public Employees Retirement Board may take any action before the operative date specified in subsection (1) of this section to enable the board to exercise, on and after the operative date specified in subsection (1) of this section, all of the duties, functions and powers conferred on the board by the amendments to ORS 238A.005, 238A.125, 238A.134, 238A.160, 238A.220, 238A.240, 338.135, 352.138 and 353.100 by sections 2, 3 and 5 to 11 of this 2024 Act.

**SECTION 19.** Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 1 (1), chapter 457, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Employees Retirement System, for the Central Administration Division, is increased by \$316,153, for the implementation of the amendments to ORS 238.005 and 238A.160 by sections 1 and 4 of this 2024 Act.

**SECTION 20.** Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 1 (3), chapter 457, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Employees Retirement System, for the Information Services Division, is increased by \$540,624, for the implementation of the amendments to ORS 238.005 and 238A.160 by sections 1 and 4 of this 2024 Act.

**SECTION 21.** Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 1 (4), chapter 457, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Employees Retirement System, for the Operations Division, is increased by \$1,180,755, for the implementation of the amendments to ORS 238.005 and 238A.160 by sections 1 and 4 of this 2024 Act.

Passed by House March 4, 2024

.....  
Timothy G. Sekerak, Chief Clerk of House

.....  
Dan Rayfield, Speaker of House

Passed by Senate March 5, 2024

.....  
Rob Wagner, President of Senate

Received by Governor:

.....M.,....., 2024

Approved:

.....M.,....., 2024

.....  
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2024

.....  
LaVonne Griffin-Valade, Secretary of State



December 24th, 2024

Crook County  
Attn: Will VanVactor  
Crook County Courthouse  
300 E. 3rd Street  
Prineville, OR 97754

Dear Will,

Please find enclosed, the appointment forms for the Central Oregon Intergovernmental Council (COIC) Board, the Central Oregon Area Commission on Transportation (COACT), and the Regional Housing Council (RHC). Please see the information below for each of the appointments, and each appointment would be for a primary and alternate position.

Per the COIC bylaws, it is the responsibility of each city to appoint members for the COIC Board. This is a 2-year appointment covering the calendar years 2025 and 2026. Please note that the COIC bylaws require that city and county membership on the COIC board be filled by elected officials.

In addition, it is also time to select appointed members. The appointed membership of the COIC shall consist of five (5) persons, one each from Crook and Jefferson Counties and three from Deschutes County. Appointed members shall be generally representative of, ***but not strictly limited to***, (1) timber and wood products, (2) business and industry, (3) tourism and recreation, (4) unemployed and underemployed, and (5) agribusiness and agriculture. Each appointed member shall be so appointed by the respective County Courts/Commissions. The COIC county directors determined that the Deschutes County areas of individual representation should be generally representative of business and industry, tourism/recreation, and education/employment. Alternate appointees may be designated however are not required, and they cannot be elected officials.

Similar to the COIC bylaws, the Central Oregon Area Commission on Transportation (COACT) operating guidelines state that it is the responsibility of each city and county to appoint members. This is a 2-year appointment process for 2025 and 2026. COACT operating guidelines allow for the appointment of elected officials or staff.

Lastly, the newly formed Central Oregon Regional Housing Council (RHC) is also up for reappointment for 2025 to 2026. It is preferred that the RHC elected member also be the appointed member to the Coordinated Houseless Response Office, however, this is at the discretion of your council. More information on the RHC is attached to this letter. Membership can include both an elected official and a staff member.

The first meeting of the COIC Board in 2025 will be on February 6th, 2025. Our request is that you **provide a response for both primary and alternate member appointments for all three roles by January 15<sup>th</sup>, 2025. If you are not able to meet that deadline, please let us know by January 15<sup>th</sup> when we can expect to have that information.** Please complete and return the following forms or scan and email the forms back to Kimberly Banner at [kbanner@coic.org](mailto:kbanner@coic.org).



# Central Oregon Intergovernmental Council

## CROOK COUNTY REPRESENTATIVES

Term: January 1, 2025 – December 31, 2026

\_\_\_\_\_  
(Primary Member)

\_\_\_\_\_  
(Alternate Member)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State)

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(Zip Code)

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(City, State)

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(Fax #)

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(E-mail Address)

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(E-mail Address)

Please scan and return this form to Kimberly Banner at  
[kbanner@coic.org](mailto:kbanner@coic.org) or mail to: 1250 NE Bear Creek Rd, Bend OR  
97701.

**Central Oregon Area Commission on Transportation  
(COACT)**

**CROOK COUNTY REPRESENTATIVES**

Term: January 1, 2025 – December 31, 2026

\_\_\_\_\_  
(Primary Member)

\_\_\_\_\_  
(Alternate Member)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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(Mailing Address)

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(Mailing Address)

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(City, State) (Zip Code)

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(Day Phone #) (Fax #)

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(E-mail Address)

\_\_\_\_\_  
(E-mail Address)

Please scan and return this form to Kimberly Banner  
[kbanner@coic.org](mailto:kbanner@coic.org) or mail to: 1250 NE Bear Creek Rd, Bend OR  
97701.

# Regional Housing Council Pilot Proposal

## Overview

The Central Oregon Intergovernmental Council (COIC) is forming a Regional Housing Council (RHC) to strengthen the region's response to housing and houselessness needs in Central Oregon.

The RHC will be a representative body of community leaders, elected officials, and housing/houselessness stakeholders to engage in mutual learning, identify shared priorities, and serve as a regional voice. The RHC value proposition is to provide all communities in the Central Oregon region – cities, counties, and tribes – the ability to work together on shared needs, build coordinated approaches, and provide unified feedback to State agencies. The RHC will draw from shared knowledge and resources to identify and advocate for regional needs and priorities. The regional nature of the RHC also permits an economies of scale model to increase the capacity and efficiencies of smaller communities.

*Note: While the RHC will likely engage in some activities and discussions relating to the land use system, the RHC will not have a formal role in land use studies and adoption products; the creation of the RHC would neither eliminate nor change the statutory land use role and/or requirements for cities and counties.*

The RHC is designed to address housing needs across the communities in our regional housing market as well as engage with the State to provide a cohesive “Central Oregon Voice” as the region advocates at the state-level. The combination of this local and statewide role allows the RHC to serve as a nexus between the top-down and the bottom-up and will provide a means for state and federal partners to efficiently engage with local communities. The RHC will also create a process for regions to pool resources and identify priorities; and to communicate those priorities with government partners in an efficient manner.

## Functions

A menu of potential functions for the Regional Housing Council follows. The RHC membership will decide for itself what roles it wants to focus on, and will develop its own set of priorities.

### 1. IDENTIFY AND ADDRESS SYSTEM GAPS AND NEEDS THROUGH COLLABORATION

- a. Identify existing programs to meet priority needs and support the programs by:
  - i. Identifying resources and support resource development
  - ii. Providing a space for dialogue, planning, and execution of a seamless program
- b. Generate new projects and programs to meet priority needs by:
  - i. Defining the need and potential solutions
  - ii. Identifying and facilitating key partners to shape the project or program
  - iii. Identifying resources and supporting resource development
  - iv. Monitoring projects from planning through implementation and evaluating against established benchmarks.
- c. Build a high-level Regional Housing Strategy or Framework rooted in data and collaborative priorities.

### 2. CENTRALIZE INFORMATION AND RESOURCES

- a. Map the housing and houseless services and organizations within the region
- b. Research and disseminate best practices in policy and program development (in partnership with H4A)
- c. Empower members to feel confident making referrals and connections to:
  - i. local service providers,
  - ii. data needs,
  - iii. information,
  - iv. topical and regional expertise,
  - v. and collaborative impact needs.

### 3. PROMOTE EDUCATION & ADVOCACY

- a. Conduct outreach and campaigns for public and stakeholder awareness and education
- b. Coordinate symposiums, webinars, and events to advocate for housing and shared knowledge
- c. Coordinate community events for public engagement and input on housing-related issues
- d. Evaluate local, regional, state, and federal policies and initiatives for endorsement or opposition
- e. Communicate local housing needs and interests to legislators and elected officials

### 4. COLLABORATE TO GATHER AND REVIEW DATA

- a. Serve as a regional clearinghouse of information on housing and houseless-related information for the benefit of RHC members and regional and statewide housing partners.
- b. Identify and address priority unmet data needs:
  - i. Identify systemic data gaps and develop partnerships to fill gaps. *E.g. creating a shared data system for law enforcement, homelessness service providers, and health care (from the HAA work plan).*
  - ii. Engage with the state’s Regional Housing Needs Analysis. If ultimately implemented by the state, we propose that Regional Housing Councils serve as a regional Advisory Committee and manage regional engagement with the RHNA and subsequent housing unit allocation process. This does not mean that the RHC would manage the RHNA, but rather will develop a regular system of data gathering and needs assessment to provide additional information appropriate for each region, including contextual information of the unique communities in the region that is not possible through a standardized statewide methodology. In this way, local communities in the Central Oregon region can speak to the specific and unique elements of their housing and houseless challenges.

*For example:*

1. Provide local knowledge regarding population growth dynamics, local priorities for housing provision (e.g. regional goals regarding provision of housing for homeless populations, low income populations, “missing middle” housing, etc. – as well as local and regional context regarding the potential impacts of different types of housing development), and local understanding of the dynamics of different policy interventions.
2. Gather qualitative data on the diverse experiences of those who are most affected by the housing crisis.
3. Use the above information to work with the state to create locally relevant housing production strategies – acknowledging that barriers to development and type of housing needed are not necessarily identical in cities across a region, nor from region to region in Oregon. *Recognizing and understanding this will help focus limited resources on best addressing the barriers in each community.*
4. Partner with the State to address data source limitations which have had the effect of separating Crook and Jefferson counties from being included in a housing market region with Deschutes County in the state’s RHNA process – this does not reflect the real-world regional housing market condition. Because the Central Oregon region is a single, interconnected commute-shed, the housing and homelessness concerns of one jurisdiction affects the others.

### 5. COMMIT TO DIVERSITY, EQUITY & INCLUSION (DEI)

Prioritize DEI and transparency in the RHC Charter and in its actions. The DEI policy will be foundational and active in the membership seats and recruitment process, in selecting projects, and in funding decisions. Page 228

## Geography

The Central Oregon RHC will work within the Central Oregon housing market, including Crook, Deschutes and Jefferson counties, the communities therein, and the Confederated Tribes of Warm Springs (if the Tribes wish to participate).

## Membership and Participation

The Area Commissions on Transportation provide a useful model in ensuring that local governments, tribes, authorities, and other partners are represented in regional funding and needs prioritization under the Oregon Department of Transportation purview. The RHCs could have a similar role and composition:

- Geographic/communities: including local elected representatives and/or senior administrative staffs from local jurisdictions.<sup>1</sup>
- OHCS and DLCD
- Governor’s Regional Solutions Coordinator
- Executive Director of the regional Community Action Agency (NeighborImpact in Central Oregon)
- Executive Director of the regional Housing Authority (Housing Works in Central Oregon)
- Chair of the Continuum of Care (Homeless Leadership Coalition in Central Oregon)
- Chair of Housing for All
- As desired, appointed issue area representatives – builders/developers, rental owners and tenant groups, advocacy organizations, public health, Coordinated Care Organizations (CCOs), public safety, schools, public land managers, Coordinated Entry, employers, land use groups, etc.

In addition, the RHC may form a Technical Advisory Committee (TAC) to assist in data gathering and needs assessment, program/policy review, and to build and oversee any pilot projects.

## Staffing

In Central Oregon, staff services will be provided by COIC and may also include contract services for technical analysis. Staff services would include:

- Supporting meetings by building packets, hosting and facilitating meetings
- Managing correspondence and outreach
- Program development and project management for priority needs
- Grant writing, resource development, and grant administration when needed
- Technical assistance to jurisdictions and partners, as requested
- Track progress on action items
- Contractor procurement and management
- Data and information collection
- Research
- Program outcomes reporting

## Budget

The initial RHC budget is estimated to be a baseline of \$50,000 per year not including start-up or contracting costs. COIC has secured funding for a two-year pilot with the hope that costs thereafter would be supported by funding from the State of Oregon.

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<sup>1</sup>In order to maximize coordination and efficiency, we have requested that the jurisdictions participating in the Deschutes County Coordinated Houseless Response Office (CHRO) appoint the same individuals to the Regional Housing Council that serve on the CHRO board.

## Outcomes

Potential outcomes could include:

1. Improve regional elected officials and other decision-maker awareness of housing and houseless issues, the impacts of the housing crisis, and identify solutions that have made impacts in other communities.
2. Build integrated (multi-agency, multi-issue), collaborative approaches to serving regional housing and houseless needs and opportunities.
3. Energize private market strategies to meet identified housing needs.
4. Create collaborative regional priorities, leading to the development of regional plans for funding and policy and program development.
5. Help communities identify housing and homelessness needs and solutions to achieve housing goals through regional economies of scale.
6. Serve as the nexus between bottom-up (local) and top-down (state and federal) policy and program development
7. Identify and collect contextual and additional data beyond that used in the state RHNA to establish regional housing and houseless trends, obstacles, and opportunities.
8. Yield information and direction for the model to be replicated across the state.