



# **CROOK COUNTY WORK SESSION AGENDA**

**Wednesday, January 29, 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. Request for Financial Support for the Belknap Exhibit Center**

Requester: Sean Briscoe

Presenter: Phil Burgess

**2. Signature on Amendment to Crook County Drug Court Grant**

Requester: Aaron Boyce

Lieutenant, Community Corrections Division

**3. OHA 2023-2025 Intergovernmental Agreement Amendment 16**

Requester: Katie Plumb

Health & Human Services Director

**4. Approval & Signature Request: Contract Award Notice for 2KG Contractors – Airport Hangar Project**

Requester: Kelly Coffelt

Airport Manager

**5. FAA Grant Offer for 10 unit Hangar Storage Building Project**

Requester: Kelly Coffelt

Airport Manager

**6. Community Development Monthly Update**

Requester: Katrina Weitman

Presenters: John Eisler / Randy Davis

## **MANAGER REPORT**

## 7. COIC Board - Appointed Member

### 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.

## 8. 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.

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are

available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

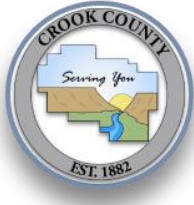
### **Additional Items**

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

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Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 01/24/2025 at 2:09 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):**

## 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):**

**SCP-23-10 GRANT AGREEMENT**  
**AMENDMENT #1**  
**CRIMINAL JUSTICE COMMISSION**  
**SPECIALTY COURT GRANT PROGRAM**

This is Amendment No. 1 to Grant Agreement No. SCP-23-10 (“Agreement”) between the State of Oregon, acting through its Criminal Justice Commission (“CJC” or “State”), and **Crook County Adult Drug Court** (“Recipient”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
  
2. Amendment to Agreement. The Agreement is hereby amended as follows:
  - A. The Grant Amount in Section 1 are amended as follows:**  
Grant Amount: \$222,080
  
  - B. Section 3.A is amended and restated to include additional disbursements as follows:**
    - A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse initial Grant funds to Recipient in installments as listed:
      - (1) \$33,045 on September 5, 2023;
      - (2) \$33,045 on March 5, 2024;
      - (3) \$77,995 by July 30, 2024; and
      - (4) \$77,995 on March 5, 2025.
  
3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
  
4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

***The signatures of the parties follow on the next page.***

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



**STATE OF OREGON**

**CROOK COUNTY ADULT DRUG COURT**

acting by and through its  
Criminal Justice Commission

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

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

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

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

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated 08/11/2023*

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

## AGENDA ITEM REQUEST



**Date:**

1/22/2025

**Meeting date desired:**

1/29 BOC Work Session (if possible), and/or 2/5 BOC Mtg

**Subject:**

OHA 2023-2025 Intergovernmental Agreement Amendment 16

**Background and policy implications:**

Amendment 16 to the OHA-LPHA contract (180007) provides additional 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. PE01-12, & PE50 carry unspent funds into FY25.

PE46-05 had \$429.87 unspent that does not carry over into FY25.

Attachment C reallocates rollover funds from FY24. Some of these reallocations are reflected in Attachment A of Amendment 14.

**Requested by:**

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

**Presenters:**

Katie Plumb, Health & Human Services Director

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

Yes

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



Agreement #180007



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

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

This Sixteenth 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 **December 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> Sunday, December 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	\$97,582.00	\$0.00	\$97,582.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	(\$1,517.82)	\$0.00
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)	\$151,391.84	\$0.00	\$151,391.84
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$84,440.57	\$0.00	\$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	\$20,982.65	\$0.00	\$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
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	(\$429.87)	\$16,683.81
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	(\$11,814.13)	\$26,913.87

<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>
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	\$33,864.03	\$0.00	\$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
		\$1,523,876.21	(\$13,761.82)	\$1,510,114.39

<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	11/2024: rollover unspent SFY24 funds of \$0.72 into SFY25 10/2023: rollover unspent SFY23 funds of \$97,582.72
PE01-12	12/2024: de-obligating unspent funds of \$1,517.82
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
PE43-05	11/2024: rollover unspent funds of \$10,163.00 into SFY25
PE46-05	12/2024: De-obligating unspent funds of \$429.87
PE50	11/2024: rollover unspent funds of \$11,814.13 into SFY25
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.

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

**PE01-12 ACDP Infection Prevention Training**

Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/1/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity
Total Federal Award:	98,897,708.00
Project Description:	Epidemiology & Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	16.41%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

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

**PE46-05 RH Community Participation & Assurance of Access**

Federal Award Identification Number:	FPHPA006556	FPHPA006556
Federal Award Date:	03/18/23	03/19/24
Budget Performance Period:	04/01/2023-03/31/2024	04/01/2024-03/31/2025
Awarding Agency:	DHHS	DHHS
CFDA Number:	93.217	93.217
CFDA Name:	Family Planning Services	Family Planning Services
Total Federal Award:	23,346,632.00	4,960,500.81
Project Description:	Oregon Reproductive Health Program	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed	Ms. Tisha Reed
Indirect Cost Rate:	18.06%	17.79%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52792	52789
Index:	50333	50333

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$8,295.44	\$8,388.37	\$16,683.81

**PE50 Safe Drinking Water (SDW) Program (Vendors)**

Federal Award Identification Number:	State Funds	State Funds	00031223	00031224
Federal Award Date:			06/21/23	
Budget Performance Period:			10/01/2022-09/30/2023	10/01/2023-09/30/2024
Awarding Agency:			EPA	EPA
CFDA Number:			66.432	66.432
CFDA Name:			State Public Water System Supervision	State Public Water System Supervision
Total Federal Award:			2516000	TBD
Project Description:			OHA State Public Water System Supervision (PWSS) Primacy	OHA State Public Water System Supervision (PWSS) Primacy
Awarding Official:			Tiffany Eastman	TBD
Indirect Cost Rate:			18.06%	TBD
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No
PCA:	51283	51058	51322	51327
Index:	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,421.87	\$3,873.00	\$2,905.00	\$8,714.00	\$26,913.87

*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> Sunday, December 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
PE01-10	OIP - CARES	\$0.72	\$0.00	\$0.72
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	\$174,406.02	\$432,015.16
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$85,643.00	\$28,219.43	\$113,862.43
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
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	\$12,659.57	\$0.00	\$12,659.57
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,730.00	\$11,814.13	\$50,544.13



<b>4) OHA Public Health Funds Approved</b>				
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	\$121,576.38	\$0.00	\$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
		\$2,003,647.31	\$214,439.58	\$2,218,086.89

<b>5) Foot Notes:</b>	
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

<b>6) Comments:</b>	
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
PE01-10	11/2024: rollover unspent SFY24 funds of \$0.72 into SFY25
PE10-02	09/2024: rollover unspent SFY24 funds of \$3,340.68
PE13	11/2024: rollover unspent SFY24 funds of \$174,406.02
PE36	11/2024: rollover unspent SFY24 funds of \$28,219.43
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
PE43-05	11/2024: rollover unspent funds of \$10,163.00 into SFY25
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE50	12/2024: rollover unspent SFY24 funds of \$11,814.13
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

<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 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	National Association of Chronic Disease Directors
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	13,094,334
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	\$92,451.68	\$113,862.43

**PE50 Safe Drinking Water (SDW) Program (Vendors)**

Federal Award Identification Number:	State Funds	State Funds	02J27501	02J58701	02J58801	TBD
Federal Award Date:			05/24/23	04/15/24	07/23/24	
Budget Performance Period:			7/1/2023-6/30/2026	03/01/2024-02/28/2027	10/01/2023 - 09/30/2024	10/1/2024-9/30/2025
Awarding Agency:			Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)	Environmental Protection Agency (EPA)
CFDA Number:			66.468	66.468	66.432	66.432
CFDA Name:			Drinking Water State Revolving Fund	Capitalization Grants for Drinking Water State Revolving Funds	State Public Water System Supervision	State Public Water System Supervision
Total Federal Award:			\$26,040,300	7428000	\$2,868,000	1739000
Project Description:			Oregon's Drinking Water State Revolving Fund (General Supplemental)	Oregon's Drinking Water State Revolving Fund, Base Program: Appropriation for FFY2023	OHA State Public Water System Supervision (PWSS) Primacy	OHA State Public Water System Supervision (PWSS) Primacy
Awarding Official:			Catelyn Jones	Catelyn Jones	Tiffany Eastman	Tiffany Eastman
Indirect Cost Rate:			18.06%	17.79%	17.79%	16.96%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No	No
PCA:	51283	51058	51704	51754	51327	51331
Index:	50204	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$11,814.13	\$3,873.00	\$14,523.75	\$8,714.25	\$2,904.75	\$8,714.25	\$50,544.13

## AGENDA ITEM REQUEST



**Date:** 1/21/2025

**Meeting date desired:** 1/29/2025 *Work Session*

**Subject:** Airport – Discuss request for approval and signature on notice of contract award letter to 2KG contractors for airport 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. After competitive bidding process, responsive low bid was received (Base bid only) by 2KG contractors in the amount of \$1,217,320.00 for the New Aviation T- hangar project. Approval subject to FAA funding offer.

\*Discuss approval and award of contract for February 5<sup>th</sup>, 2025 regular session.

**Budget/fiscal impacts:**

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

**Requested by:**

*Kelly Coffelt Airport Manager.*

**Presenters:**

*Kelly Coffelt – Airport Manager*

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

*John Eisler*



August 28, 2023

Crook County  
 Attn: Kelly Coffelt  
 4585 SW Airport Road  
 Prineville, OR 97754

**SUBJECT: RECOMMENDATION TO AWARD  
 PRINEVILLE CROOK COUNTY AIRPORT  
 NEW AVIATION T-HANGAR AND TAXILANE  
 AIP PROJECT NO. (BIL) 3-41-0051-022-2024**

Dear Mr. Coffelt:

Enclosed is the bid tabulation for the New Aviation T-Hangar and Taxilane project at Prineville Crook County Airport. Three (3) bid proposals for the above-referenced project were opened and read on Thursday, August 17, 2023. We have reviewed the bid packages submitted to Crook County. The apparent responsive and responsible low bidder is **2KG Contractors, Inc.** A summary of the bid tab results is shown below:

<b>New Aviation T-Hangar and Taxilane</b>	<b>Engineer's Estimate</b>	<b>2KG Contractors, Inc.</b>	<b>C.R. Contracting, LLC.</b>	<b>Kodiak Pacific Construction (*)</b>
Base Bid Schedule Total	\$985,100.00	\$1,148,885.00	\$1,378,925.50	\$1,645,585.00
Total of Additive Bid Schedule Taxiway Connector	\$122,590.00	\$101,430.00	\$141,836.50	\$156,170.00
<b>GRAND TOTAL - All Bid Schedules</b>	<b>\$1,107,690.00</b>	<b>\$1,250,315.00</b>	<b>\$1,520,762.00</b>	<b>\$1,801,755.00</b>

(\*) See attached Bid Tabulation for the Discrepancies noted.

It is our opinion that **2KG Contractors, Inc.** submitted a bid proposal that complies with Sections 20 and 30 of the General Contract Provisions of the bid document. The bid amount proposed by **2KG Contractors, Inc.** is in conformance with industry standards and current trends in the construction market. In addition, no bid informality has been found that would be cause for rejection of their proposal.

Accordingly, we recommend the County consider awarding the contract to **2KG Contractors, Inc.**, contingent upon the receipt of FAA funding. Concurrence and approval will need to be obtained from Vincent Nguyen at the FAA prior to the execution of the construction contract.

Sincerely,

**PRECISION APPROACH ENGINEERING, INC.**

Tracy May, P.E.  
 Project Manager

Attachments: Bid Tabulation

c: Brian Barney/Crook County Commissioner  
 Vincent Nguyen/Federal Aviation Administration

**PRINEVILLE-CROOK COUNTY AIRPORT  
NEW AVIATION T-HANGAR AND TAXILANE**

**AIP (BIL) Project No. 3-41-0051-022-2024**

**Bid Opening Date & Time: August 24th, 2023 2:00 p.m.**

**PAE Project No. CCO009**

**BID TABULATION**

BASE BID Schedule <i>(AIP Eligible)</i>				ENGINEER'S ESTIMATE		2KG CONTRACTORS, INC. <i>(apparent low bidder)</i>		C.R. CONTRACTING, LLC.		KODIAK PACIFIC CONSTRUCTION	
Bid Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CONSTRUCTION SURVEY AND STAKING	LS	1	\$5,000.00	\$ 5,000.00	\$3,000.00	\$ 3,000.00	\$24,590.00	\$ 24,590.00	\$21,750.00	\$ 21,750.00
2	TEMPORARY EROSION CONTROL	LS	1	\$2,500.00	\$ 2,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$4,500.00	\$ 4,500.00
3	MOBILIZATION	LS	1	\$89,000.00	\$ 89,000.00	\$100,000.00	\$ 100,000.00	\$123,515.00	\$ 123,515.00	\$100,000.00	\$ 100,000.00
4	DEMOLITION	LS	1	\$7,500.00	\$ 7,500.00	\$10,000.00	\$ 10,000.00	\$50,000.00	\$ 50,000.00	\$5,000.00	\$ 5,000.00
5	ASPHALT PAVEMENT REMOVAL, FULL DEPTH	SY	1,700	\$6.00	\$ 10,200.00	\$5.00	\$ 8,500.00	\$10.00	\$ 17,000.00	\$19.75	\$ 33,575.00
6	UNCLASSIFIED EXCAVATION	CY	240	\$25.00	\$ 6,000.00	\$28.00	\$ 6,720.00	\$55.00	\$ 13,200.00	\$43.00	\$ 10,320.00
7	MUCK EXCAVATION	CY	70	\$35.00	\$ 2,450.00	\$24.00	\$ 1,680.00	\$45.00	\$ 3,150.00	\$105.00	\$ 7,350.00
8	STONE EMBANKMENT	CY	150	\$50.00	\$ 7,500.00	\$64.00	\$ 9,600.00	\$75.00	\$ 11,250.00	\$142.00	\$ 21,300.00
9	AGGREGATE BASE COURSE	CY	150	\$65.00	\$ 9,750.00	\$80.00	\$ 12,000.00	\$225.00	\$ 33,750.00	\$425.00	\$ 63,750.00
10	LONGITUDINAL JOINT SEAL	LF	450	\$12.00	\$ 5,400.00	\$20.00	\$ 9,000.00	\$16.95	\$ 7,627.50	\$60.00	\$ 27,000.00
11	HANGAR REINFORCED CONCRETE FOUNDATION, COMPLETE	LS	1	\$180,000.00	\$ 180,000.00	\$224,000.00	\$ 224,000.00	\$215,788.00	\$ 215,788.00	\$284,400.00	\$ 284,400.00
12	HANGAR DESIGN, FABRICATION AND DELIVERY, COMPLETE	LS	1	\$325,000.00	\$ 325,000.00	\$320,000.00	\$ 320,000.00	\$325,000.00	\$ 325,000.00	\$435,000.00	\$ 435,000.00
13	HANGAR ERECTED AND ALL ELECTRIC FIXTURES AND COMPONENTS, COMPLETE	LS	1	\$207,000.00	\$ 207,000.00	\$360,000.00	\$ 360,000.00	\$447,680.00	\$ 447,680.00	\$525,000.00	\$ 525,000.00
14	PCC APPROACH SLAB	SF	3,310	\$30.00	\$ 99,300.00	\$13.50	\$ 44,685.00	\$12.50	\$ 41,375.00	\$19.00	\$ 62,890.00
15	ELECTRICAL UTILITY SERVICE IMPROVEMENTS	LS	1	\$12,500.00	\$ 12,500.00	\$20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00
16	WATER UTILITY SERVICE IMPROVEMENTS	LS	1	\$7,500.00	\$ 7,500.00	\$8,500.00	\$ 8,500.00	\$15,000.00	\$ 15,000.00	\$9,000.00	\$ 9,000.00
17	SANITARY UTILITY SERVICE IMPROVEMENTS	LS	1	\$8,500.00	\$ 8,500.00	\$1,200.00	\$ 1,200.00	\$15,000.00	\$ 15,000.00	\$9,750.00	\$ 9,750.00
<b>TOTAL OF EXTENDED UNIT PRICE ITEMS AND LUMP SUM ITEMS LISTED ABOVE</b>					<b>\$ 985,100.00</b>		<b>\$ 1,148,885.00</b>		<b>\$ 1,378,925.50</b>		<b>\$ 1,645,585.00</b>

ADDITIVE BID SCHEDULE <i>Taxilane Connector (AIP Eligible)</i>				ENGINEER'S ESTIMATE		2KG CONTRACTORS, INC. <i>(apparent low bidder)</i>		C.R. CONTRACTING, LLC.		KODIAK PACIFIC CONSTRUCTION	
Bid Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	CONSTRUCTION SURVEY AND STAKING	LS	1	\$6,000.00	\$ 6,000.00	\$1,500.00	\$ 1,500.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
A2	MOBILIZATION	LS	1	\$11,000.00	\$ 11,000.00	\$9,000.00	\$ 9,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
A3	ASPHALT PAVEMENT REMOVAL, FULL DEPTH	SY	170	\$15.00	\$ 2,550.00	\$5.00	\$ 850.00	\$30.00	\$ 5,100.00	\$65.00	\$ 11,050.00
A4	UNCLASSIFIED EXCAVATION	CY	370	\$25.00	\$ 9,250.00	\$27.00	\$ 9,990.00	\$65.00	\$ 24,050.00	\$46.00	\$ 17,020.00
A5	MUCK EXCAVATION	CY	40	\$35.00	\$ 1,400.00	\$24.00	\$ 960.00	\$45.00	\$ 1,800.00	\$148.00	\$ 5,920.00
A6	STONE EMBANKMENT	CY	470	\$50.00	\$ 23,500.00	\$60.00	\$ 28,200.00	\$58.50	\$ 27,495.00	\$76.00	\$ 35,720.00
A7	AGGREGATE BASE COURSE	CY	170	\$65.00	\$ 11,050.00	\$80.00	\$ 13,600.00	\$109.75	\$ 18,657.50	\$144.00	\$ 24,480.00
A8	LEVEL 2, 1/2-INCH ACP, PG 64-28	TON	170	\$300.00	\$ 51,000.00	\$165.00	\$ 28,050.00	\$185.00	\$ 31,450.00	\$176.00	\$ 29,920.00
A9	PAVEMENT MARKING, YELLOW, TWO COAT	SF	280	\$18.00	\$ 5,040.00	\$22.00	\$ 6,160.00	\$17.80	\$ 4,984.00	\$22.00	\$ 6,160.00
A10	RETROREFLECTIVE MARKER	EA	6	\$300.00	\$ 1,800.00	\$520.00	\$ 3,120.00	\$550.00	\$ 3,300.00	\$150.00	\$ 900.00
<b>TOTAL OF EXTENDED UNIT PRICE ITEMS AND LUMP SUM ITEMS LISTED ABOVE</b>					<b>\$ 122,590.00</b>		<b>\$ 101,430.00</b>		<b>\$ 141,836.50</b>		<b>\$ 156,170.00</b>

TOTAL BIDS		ENGINEER'S ESTIMATE		2KG CONTRACTORS, INC. <i>(apparent low bidder)</i>		C.R. CONTRACTING, LLC.		KODIAK PACIFIC CONSTRUCTION	
<b>GRAND TOTAL OF BASE BID SCHEDULE</b>			<b>\$985,100.00</b>		<b>\$1,148,885.00</b>		<b>\$1,378,925.50</b>		<b>\$1,645,585.00</b>
<b>GRAND TOTAL OF ADDITIVE BID SCHEDULE TAXIWAY CONNECTOR</b>			<b>\$122,590.00</b>		<b>\$101,430.00</b>		<b>\$141,836.50</b>		<b>\$156,170.00</b>
<b>GRAND TOTAL - ALL BID SCHEDULES</b>			<b>\$1,107,690.00</b>		<b>\$1,250,315.00</b>		<b>\$1,520,762.00</b>		<b>\$1,801,755.00</b>

**Discrepancies Noted:**

The following informalities were noted in the proposal submitted by Kodiak Pacific Construction.

Base Bid Schedule - Bid Item No. 14 PCC Approach Slab total amount was incorrectly entered as \$41,990.00. The correct amount is \$62,890.00

Grand Total - Base Bid total amount was incorrectly entered as \$1,624,685.00. The correct grand total amount is \$1,645,585.00

GRAND TOTAL- ALL BID SCHEDULES total amount was incorrectly entered as \$1,780,855.00. The correct GRAND TOTAL- ALL BID SCHEDULES amount is \$1,801,755.00

January , 2025

2KG Contractors, Inc.  
Attn: Doug Sesney  
4917 NE 185<sup>th</sup> Drive  
Portland, OR 97230

**SUBJECT: NOTICE OF CONTRACT AWARD  
PRINEVILLE/CROOK COUNTY AIRPORT - NEW AVIATION T-HANGAR AND  
TAXILANE AIG (BIL) PROJECT NO. 3-41-0051-023-2025**

Dear Mr. Sesney,

You are hereby notified that Crook County is awarding the above-referenced project to 2KG Contractors, Inc. Crook County has reviewed the submitted bid proposals for the above-referenced project and is awarding the following AIP funded bid:

AIG (BIL) Eligible Bid (AIG 3-41-0051-023-2025)

- AIG Base Bid Schedule in the amount of \$1,217,320.00

**Total AIP Contract Amount: \$1,217,320.00, as bid**

Attached is the **Contract** for the project. Please provide three (3) signed originals and return them along with your signed W-9, performance bond, payment bond, a copy of your public works bond as submitted to the CCB, and certificate of insurance, in accordance with Section 30 AWARD AND EXECUTION OF CONTRACT of the General Contract Provisions and Insurance Requirements contained in the Special Provisions, to Crook County by January , 2025. With respect to insurance, list additional insured includes: Crook County and Precision Approach Engineering, Inc.

Upon receipt and confirmation of Federal Aviation Administration funding, I will present it to the County Court for its signatures. A fully executed contract will then be provided to you for your records, and we will issue the Notice to Proceed.

Thank you for your assistance. Crook County looks forward to working with you on this project.

Sincerely,  
**CROOK COUNTY**

John Eisler  
Assistant County Counsel

Cc: Crook County Board of Commissioners  
Christina Haron, Finance Director  
Kelly Coffelt, Airport Manager  
Brian Alvis/FAA  
Tracy May/Precision Approach Engineering, Inc.

# CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, 2KG Contractors, Inc., hereafter referred to as **CONTRACTOR**, and Crook County, a political subdivision of the State of Oregon, acting by and through its County Court, hereafter referred to as **COUNTY**, mutually contract as follows:

## I. ESSENTIAL TERMS

- 1.1 **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this Construction Contract as may be made by **COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract.
  - 1.1.1 In accordance with the terms of the bid specifications, **COUNTY** has elected, and the parties do hereby agree, that the scope of work shall be as set forth in the Contract Documents and Specification for the construction of **New Aviation T-Hangar and Taxilane** at the Prineville-Crook County Airport and any addenda (collectively, the "Bid Documents").
  - 1.1.2 All contract documents, certifications, plans, and bid specifications provided in the bid proposal document, any addenda, and the bid schedule of contract prices in the **CONTRACTOR'S** bid proposal, are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. Said documents, together with this Construction Contract and its attachments constitute the Contract Documents. In the event of a conflict between two or more documents comprising the Contract Documents, the specific provisions of this Construction Contract have priority; otherwise the language in the document with the highest precedence shall control. The order of precedence shall be as described in section 50-03 of the General Contract Provisions. Any conflict or difference within the Contract Documents shall be called to the attention of **COUNTY** by **CONTRACTOR** before proceeding with affected work.
  - 1.1.3 The total cost to **COUNTY** for this project is ONE MILLION TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED TWENTY Dollars (\$1,217,320.00), complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **COUNTY**.
- 1.2 **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications no later than August 31, 2025 for the Base Bid.
  - 1.2.1 Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages at the rate indicated in paragraph 80-08 of the General Provisions Section of this Construction Contract shall be assessed if work is not completed and accepted no later than August 31, 2025 for all Base Bid. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.
- 1.3 **CONTRACTOR** agrees that **COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of \$1,217,320.00, except that **COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this Construction Contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **COUNTY** specifically assumes in writing such responsibility and liability on and by itself.
  - 1.3.1 **COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

- 1.4 Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the Contract Documents. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545 and 49 CFR part 26, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 and 49 CFR part 26 regarding payment.
- 1.5 This contract may be cancelled at the election of **COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the Contract Documents according to its terms. **COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third-party judicial proceeding relating to the work other than one filed concerning a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.
- 1.6 If **COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Construction Contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. **COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **COUNTY** to terminate the contract in order to obtain similar services or goods from a different **CONTRACTOR**.
- 1.7 The *Standard Specifications for Highway Construction* adopted by the State of Oregon, and the *Manual on Uniform Traffic Control Devices*, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

## II. NATURE OF THE RELATIONSHIP BETWEEN THE PARTIES

- 2.1. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an **independent contractor** who is not an officer, employee, or agent of **COUNTY** as those terms are used in ORS 30.265, and will be so deemed for all purposes.
  - 2.1.1. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.
  - 2.1.2. **CONTRACTOR** shall certify it has sufficient insurance coverage and names **COUNTY** an additional insured on Exhibit A, which is attached and incorporated herein.
  - 2.1.3. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **COUNTY** employees.
- 2.2. **CONTRACTOR** agrees to make all provisions of the contract with **COUNTY** applicable to any subcontractor performing work under the contract.
- 2.3. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **COUNTY**.



- 2.4. **CONTRACTOR** agrees to indemnify, defend, and hold **COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

### III. CONTRACTOR'S SPECIFIC OBLIGATIONS AND RIGHTS

3.1 **CONTRACTOR** hereby warrants:

3.1.1 **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g) has a satisfactory record of integrity; and
- (h) is legally qualified to contract with the contracting agency; and
- (i) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the contractor employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

3.1.2 **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

3.1.3 **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 303.380(4), 305.620, and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the Contract Documents or under applicable law.

- 3.1.4 **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's *Model Public Contract Rules Manual*.
- 3.1.5 It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the contract, whenever **COUNTY** awards the contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.
- 3.1.6 **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality is otherwise equal.
- 3.1.7 The **CONTRACTOR** agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this agreement for a period of one (1) year after the date of acceptance of the work by **COUNTY**, or as otherwise required by the contract documents, and further agrees to indemnify **COUNTY** from any costs encountered in remedying such defects.
- 3.2 With respect to payments, **CONTRACTOR** specifically warrants that:
- 3.2.1 **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.
- 3.2.2 **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 3.2.3 **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- 3.2.4 **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.
- 3.2.5 If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract:
- 3.2.5.1 For a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.
- 3.2.5.2 The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- 3.2.5.3 **COUNTY** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the **CONTRACTOR** by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from the obligation with respect to any unpaid claim. If **COUNTY** is unable to determine the validity of any claim for labor or services furnished, **COUNTY** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the **CONTRACTOR** or **COUNTY**. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.
- 3.2.6 **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **COUNTY** harmless from any such lien or claim.
- 3.3 **CONTRACTOR'S** obligation with respect to its employees:
- 3.3.1 Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590 and the Davis-Bacon Act (40 USC. 3141, et seq), shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor and the U.S. Secretary of Labor (whichever is higher). See Exhibit C attached hereto (BOLI Form WH-38).
- 3.3.1.1 For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract.
- 3.3.1.2 **CONTRACTOR** shall be liable, and shall hold **COUNTY** harmless therefrom, to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840 and the Davis Bacon Act 40 USC 276(a).
- 3.3.1.3 A fee of one-tenth of one percent (0.1%) of the price of this contract is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by **COUNTY**.
- 3.3.2 The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Exhibit B attached hereto (Workers' Compensation Insurance Certification).
- 3.3.3 For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:
- (a) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
  - (b) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
  - (c) All work performed on the days specified in ORS 279C.540.

- (d) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR**'s employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

3.3.4 **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

3.3.5 By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

3.3.5.1 **COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **COUNTY**.

3.4 **CONTRACTOR'S** obligations with respect to subcontracting:

3.4.1 **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

3.4.2 **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

3.4.3 **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

#### IV. COUNTY'S SPECIFIC OBLIGATIONS AND RIGHTS

4.1 **COUNTY** reserves the right to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

- 4.2. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **COUNTY**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to **COUNTY** with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the **CONTRACTOR** has a right to grant such license. **CONTRACTOR** shall exert all reasonable effort to advise **COUNTY**, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. **COUNTY** shall receive prompt written notice of each notice or claim of copyright infringement received by **CONTRACTOR** with respect to any data delivered under this contract. **COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

## V. MISCELLANEOUS PROVISIONS

- 5.1 Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document (including any exhibits, schedules, plans, certifications, and other documents and instruments referred to in this contract that comprise the Contract Documents) is the entire, final, and complete agreement of the parties pertaining to this contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.
- 5.2 In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this contract, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 5.3 This contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.
- 5.4 Any captions used in this contract are provided for convenience only and will not affect the meaning or interpretation of any provision of this contract. All references in this contract to "section" or "sections" without additional identification refer to the section or sections of this contract. All words used in this contract will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this contract, they will be deemed to be followed by the words "without limitation."
- 5.5 If any provision of this contract is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this contract will not be impaired in any way.

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IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

**CONTRACTOR**

**COUNTY**

Business Name: \_\_\_\_\_

\_\_\_\_\_  
Seth Crawford, County Commissioner

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

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

Its: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Susan Hermeck, County Commissioner

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

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

CONTRACTOR'S CCB # \_\_\_\_\_

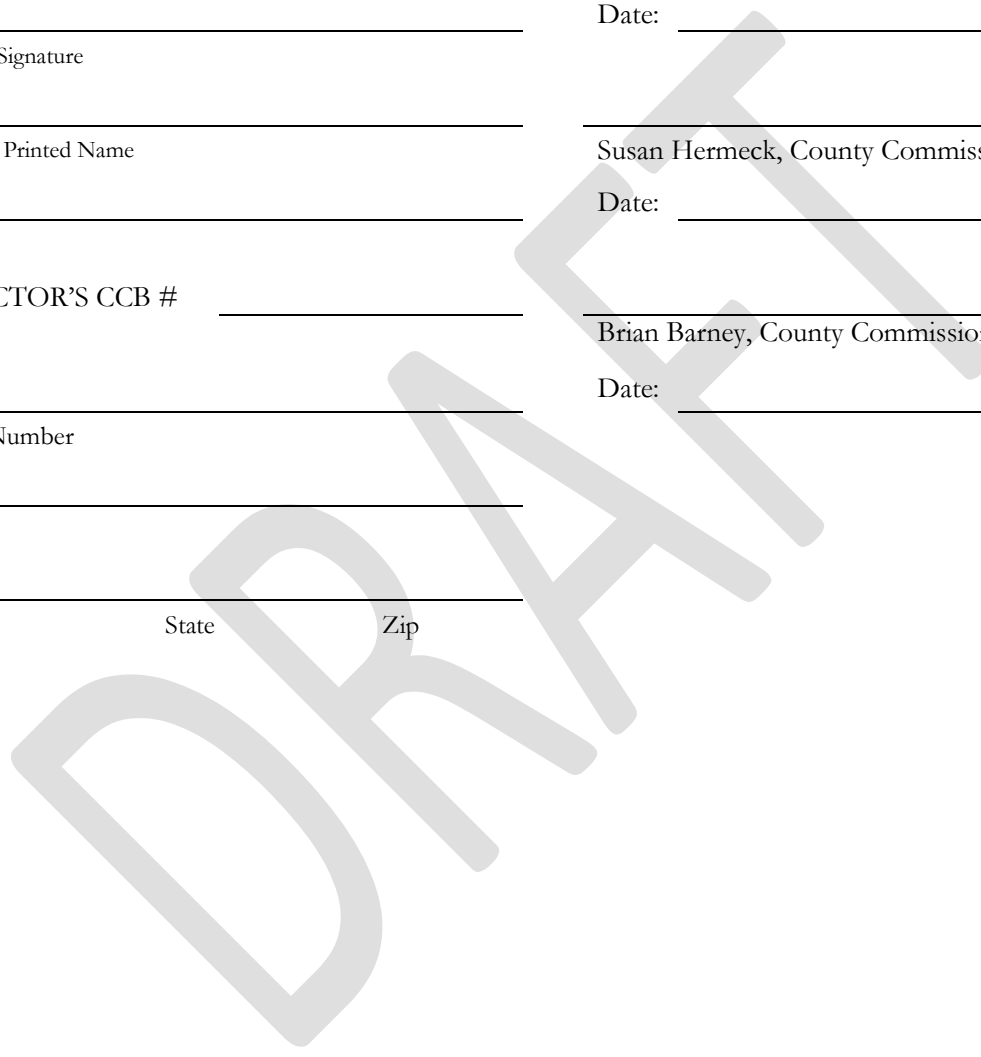
\_\_\_\_\_  
Brian Barney, County Commissioner

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip



**Exhibit A  
Insurance Coverage (Marked Items Required)**

**CONTRACTOR** shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

**X** **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

**COVERAGES**

**LIMITS**

<u>      </u> Explosion & Collapse	<u>      </u> \$1 million per occurrence
<u>      </u> Underground Hazard	<u>  <b>X</b>  </u> Limits of the Oregon Tort Claims Act
<u>      </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,333,300 per occurrence
<u>  <b>X</b>  </u> Contractual Liability	<u>  <b>X</b>  </u> Other – Tort limits adjusted per ORS 30.372(4) beginning in
<u>      </u> Broad Form Property Damage	2015
<u>      </u> Owners & Contractors Protective	

**FORM:** All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

**X** **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

**LIMITS**

- \$1 million per occurrence
- Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
- X**   Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,333,300 per occurrence

       **PROFESSIONAL LIABILITY** insurance with limits not less than \$\_\_\_\_\_.

**X** **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

**X** **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

       **EMPLOYERS LIABILITY** insurance with limits of \$500,000.

**X** **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

       **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

**Exhibit B**  
**Workers' Compensation Insurance Certification**

All subject employers working under this contract are either employers that will comply with ORS 656.17 or employers that are exempt under ORS 656.126. The Contractor for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

**Employers Complying with ORS 656.017**

1.  "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: \_\_\_\_\_

ID/Policy No.: \_\_\_\_\_

2.  "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division \_\_\_\_\_

3.  I am an independent contractor and will perform all work under this contract without the assistance of others.

**Employers Exempt under ORS 656.126**

4.  Workers' Compensation Coverage, State of Origin: \_\_\_\_\_

In the event of cancellation or change of the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

**CONTRACTOR**

Name of Company

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

Dated: \_\_\_\_\_

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

Print Name

**REMINDER – ADDITIONAL INFORMATION NEEDED**

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?



PRIME CONTRACTOR  SUBCONTRACTOR  PAYROLL NO. \_\_\_\_\_ FINAL PAYROLL

Business Name (DBA): \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Street Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Project County: \_\_\_\_\_

Date Pay Period Began: \_\_\_\_\_ Date Pay Period Ended: \_\_\_\_\_

<b>THIS SECTION FOR PRIME CONTRACTORS ONLY</b>	<b>THIS SECTION FOR SUBCONTRACTORS ONLY</b>
Public Contracting Agency Name: _____ Phone: ( ) _____ Date Contract Specifications First Advertised for Bid: _____ Contract Amount: _____	Subcontract Amount: _____ Prime Contractor Business Name (DBA): _____ Prime Contractor Phone: ( ) _____ Prime Contractor's CCB Registration Number: _____ Date You Began Work on the Project: _____

(1)	(2)	(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)						
NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)	HOURS WORKED EACH DAY						TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		OT						0								
		ST						0								
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>														
		OT						0								
		ST						0								
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>														
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		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>														

\*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

**CERTIFIED STATEMENT**

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

I, \_\_\_\_\_,  
 (NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY)  
 on the \_\_\_\_\_; that during the payroll period  
 (BUILDING OR WORK)  
 commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day  
 (MONTH) (YEAR)  
 of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the  
 (MONTH) (YEAR)

full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

\_\_\_\_\_  
 (NAME AND TITLE)

\_\_\_\_\_  
 (SIGNATURE AND DATE)

**In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT**  
**NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.**  
**INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.**

## AGENDA ITEM REQUEST



**Date:** 1/21/25

**Meeting date desired:** 1/29/2025 – *Work session*

**Subject:** Airport- FAA grant offer for 10 unit hangar storage building 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.

\*Request approval and signature at the February 5<sup>th</sup> 2025 regular session.

**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):**

*Legal reviewed - John Eisler*



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest  
Mountain Region  
Oregon

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

January 24, 2025

The Honorable Brian Barney  
Commissioner  
County of Crook  
4585 SW Airport Rd  
Prineville, OR 97754

Dear Mr. Barney:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-41-0051-023-2025 at Prineville Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **February 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Brian Alvis, (206) 231-4145, [brian.c.alvis@faa.gov](mailto:brian.c.alvis@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Valerie Thorsen

[Valerie Thorsen \(Jan 24, 2025 14:35 PST\)](#)

Valerie Thorsen  
Acting Manager, Seattle Airports District Office



U.S. Department of Transportation  
Federal Aviation Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

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Federal Award Offer Date      January 24, 2025

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Airport/Planning Area          Prineville Airport

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Airport Infrastructure Grant Number      3-41-0051-023-2025 (Contract Number: DOT-FA25NM-007)

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Unique Entity Identifier          W2NEWLAM2YM6

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TO:      Crook County – Prineville, Oregon  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 16, 2025, for a grant of Federal funds for a project at or associated with the Prineville Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Prineville Airport (herein called the "Project") consisting of the following:

Construct Hangar (phase 1-design and construction), including acquisition of hangar components and mobilization;

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law (P.L.) 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances

dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 31; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95% of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$585,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$585,000 for airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before February 18, 2025, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.



9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
13. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

16. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**21. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in person, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - c) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

- d) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
  - e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - f) Charging recruited employees a placement or recruitment fee; or
  - g) Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
- i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant;
  - ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
    - a) Associated with performance under this Grant; or
    - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.*
1. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
- i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
    - a) Associated with performance under this Grant; or
    - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
- 1. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.
  - 2. The FAA's right to unilaterally terminate this Grant as described in paragraph (b)(2) or (c)(1) of this Grant, implements the requirements of 22 U.S.C. 78 and in addition to all other remedies for noncompliance that are available to the FAA under this Grant:
  - 3. The recipient must include the requirements of paragraph (b)(1) of this Grant award term in any subaward it makes to a private entity.

4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- e. *Definitions.* For purposes of this Grant award, term:
1. "Employee" means either:
    - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
  2. "Private entity" means:
    - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
    - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 28, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  23. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
  24. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
  25. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may

include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

26. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

**SPECIAL CONDITIONS**

27. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
29. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.
30. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Valerie Thorsen*

Valerie Thorsen (Jan 24, 2025 14:35 PST)

*(Signature)*

Valerie Thorsen

*Valerie Thorsen*

Acting Manager, Seattle Airports District C

*Acting Manager, Seattle Airports District Office*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
Crook County

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (P.L. 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **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 P.L. 117-58, Division J, Title VIII, 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 (Pub. L. 109-282, as amended by section 6202 of Pub. 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)***

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- <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, P.L. 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 49 U.S.C. § 47107(s) 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.**

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. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

#### **18. 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 aviators 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.

#### **19. 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.

#### **20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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 P.L. 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.

## 25. 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.

**26. 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.

**27. 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.

**28. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, P.L. 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, P.L.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.

## 29. 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.

### 30. 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, or under P.L. 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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, or under P.L. 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- 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.

### **31. 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., or P.L. 117-58, Division J, Title VIII, 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.

### **32. 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.

### **33. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law 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/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of January 21, 2025.

### **34. 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.

### **35. 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.

### **36. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, 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).

### **37. 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.

### **38. 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.

## **Instructions for Federal Financial Assistance Program Analysis in Support of M-25-13**

All Federal agencies that provide Federal financial assistance are required by **February 7, 2025** to complete the attached spreadsheet and submit it to OMB. The information requested must be provided for any program that has funding or activities planned through March 15. Agencies are encouraged to complete this task for all their programs as soon as possible. OMB will be following up with additional deadlines for subsequent periods.

Using the spreadsheet provided, locate or filter the spreadsheet to isolate the agency's list of Federal programs (by Assistance Listing number) and complete the requested information for each program (represented in columns C-G). Agencies should add additional lines to the spreadsheet to include any programs not listed in the spreadsheet.

- Column B:** Sub-Agency or component.
- Column C-G:** These columns contain pre-populated information on each Assistance Listing program.
- Column H:** Identify the email of the senior political appointee responsible for overseeing this program.
- Column I:** Indicate if the program has any pending funding announcements.
- Column J:** Indicate if this program has any anticipated obligations or disbursement of funds through 3/15/2025.
- Column K:** Indicate if this program has any statutory requirements mandating the obligation or disbursement of funds through 3/15/2025.
- Column L:** Provide the estimated date of the next obligation or disbursement of funds.
- Column M-T:** Provide responses to each of the questions (Yes/No).
- Column U:** Provide any additional relevant information on program or project activities.

Submit the spreadsheet no later than February 7, 2025 to: [FFAPlans@omb.eop.gov](mailto:FFAPlans@omb.eop.gov).

OMB will review each agency submission and will communicate additional information to each Federal agency through the agency Senior Financial Assistance Official and the Points of Contact provided.











Department of Agriculture	10 433	Rural Housing Preservation Grants	To assist very low and low income rural residents individual	https://www.ams.usda.gov
Department of Agriculture	10 435	State Mediation Grants	To assist States in establishing and administering mediation	https://www.ams.usda.gov
Department of Agriculture	10 438	Section 528 Rural Rental Housing Guaranteed Loans	This program has been designed to increase the supply of affordable rental housing	https://www.ams.usda.gov
Department of Agriculture	10 443	The National Initiative for Socially Disadvantaged and Rural Community Development Initiative	To develop the capacity and ability of private, nonprofit community	https://www.ams.usda.gov
Department of Agriculture	10 447	Rural Multi Family Housing Rehabilitation Demonstration Program	To preserve and rehabilitate existing rental housing and farm	https://www.ams.usda.gov
Department of Agriculture	10 448	Rural Multi Family Housing Rehabilitation Program	To preserve and rehabilitate existing rental housing and farm	https://www.ams.usda.gov
Department of Agriculture	10 449	Butt Wound Education Loan Program	To assist producers and state government agencies in the	https://www.ams.usda.gov
Department of Agriculture	10 450	Crop Insurance	Risk Management Assistance (RMA) at (RMA)	https://www.ams.usda.gov
Department of Agriculture	10 451	Noninsured Crop Disaster Assistance Program	To provide financial assistance to producers of non insurable crops	https://www.ams.usda.gov
Department of Agriculture	10 460	Risk Management Education Partnership	To deliver training and information on risk management activities in the	https://www.ams.usda.gov
Department of Agriculture	10 461	Practical Career Crop Program	To provide producers with career opportunities in the	https://www.ams.usda.gov
Department of Agriculture	10 462	Transitional and Organic Crop Assistance Program	Agriculture producers who have crop insurance coverage on	https://www.ams.usda.gov
Department of Agriculture	10 464	Socially Disadvantaged Farmers and Ranchers	The Policy Research Center was established in 1994 to study the impact of farm	https://www.ams.usda.gov
Department of Agriculture	10 466	Minority Serving Institutions Partnership	The objective of this program is to strengthen the	https://www.ams.usda.gov
Department of Agriculture	10 467	Student Internship Programs	To increase the number of students studying agriculture, food,	https://www.ams.usda.gov
Department of Agriculture	10 475	Cooperative Agreements with States to Increase Meat and	To increase the number of producers in the United States	https://www.ams.usda.gov
Department of Agriculture	10 477	Miscel, Poultry, and Egg Products Inspection	To assure that all meat, poultry and egg products produced in	https://www.ams.usda.gov
Department of Agriculture	10 479	Food Safety Cooperative Agreements	To reduce the incidence of foodborne illness associated with	https://www.ams.usda.gov
Department of Agriculture	10 484	Rural Multi Family Housing Rehabilitation Program	To provide grants to qualified nonprofit (NPO) and public housing	https://www.ams.usda.gov
Department of Agriculture	10 495	Farm Labor Housing Technical Assistance Grants	Provide grant funds to qualified private and public nonprofit (NPO)	https://www.ams.usda.gov
Department of Agriculture	10 500	Comprehensive Extension Service	The Comprehensive Extension Service (CES) has an important	https://www.ams.usda.gov
Department of Agriculture	10 511	Smith Lever Extension Funding	The Smith Lever Service provides Competitive Grants	https://www.ams.usda.gov
Department of Agriculture	10 512	Extension Services at 1800 Colleges and Universities	The purpose of this funding is to support agricultural and forestry	https://www.ams.usda.gov
Department of Agriculture	10 513	1800 Facilities Grants	1800 Facilities Grants Program provides funding for	https://www.ams.usda.gov
Department of Agriculture	10 514	Expanded Food and Nutrition Education Program	The purpose of this funding is to increase the impact of nutrition	https://www.ams.usda.gov
Department of Agriculture	10 515	Renewable Resources Extension Act	The goal of this program is to support	https://www.ams.usda.gov
Department of Agriculture	10 516	Rural Health and Safety Education Competitive Grants Program	The Rural Health and Safety (RHSS) program addresses the health	https://www.ams.usda.gov
Department of Agriculture	10 517	Tribal College Extension Programs	The Tribal College Extension Program supports the 1994	https://www.ams.usda.gov
Department of Agriculture	10 518	Food Animal Residue Avoidance Databank	FARAD is to provide technical guidance,	https://www.ams.usda.gov
Department of Agriculture	10 519	Equipment Grants Program (EGP)	The Equipment Grants Program (EGP) serves to increase access to	https://www.ams.usda.gov
Department of Agriculture	10 520	Agriculture Risk Management Education Partnership	To establish a competitive grants program for the purpose	https://www.ams.usda.gov
Department of Agriculture	10 521	Children, Youth and Families At Risk	To marshal resources of the local grant institutions (LGIs) and	https://www.ams.usda.gov
Department of Agriculture	10 522	Food and Agriculture Service Learning Program	The purpose of the program is	https://www.ams.usda.gov
Department of Agriculture	10 523	Centers of Excellence at 1800 Institutions	The Centers of Excellence at 1800 Institutions Program will	https://www.ams.usda.gov
Department of Agriculture	10 524	Scholarships for Students at 1800 Institutions	The Scholarships for students at 1800 Institutions program	https://www.ams.usda.gov
Department of Agriculture	10 525	Farm and Ranch Stress Assistance Network Competitive Grants	The purpose of the Farm and Ranch Stress Assistance Network	https://www.ams.usda.gov
Department of Agriculture	10 527	New Beginning for Tribal Students	The purpose of the New Beginning program is to provide	https://www.ams.usda.gov
Department of Agriculture	10 528	USDA WIC Nutrition Education Collaborative	The purpose of the Nutrition Education Collaborative	https://www.ams.usda.gov
Department of Agriculture	10 529	Food Distribution Program on Indian Reservations (FDPIR)	The Food Distribution Service (FDS) provides 15 Federal	https://www.ams.usda.gov
Department of Agriculture	10 531	State Agency Farm to School Program Training and Curricula	The Farm to School Cooperative Agreement solicitation is open to	https://www.ams.usda.gov
Department of Agriculture	10 532	School Nutrition Training Grants	School Nutrition Training Grant for Allied Professions	https://www.ams.usda.gov
Department of Agriculture	10 533	SNAP Eat Toolkit	The Supplemental Nutrition Assistance Program (SNAP) Eat Toolkit	https://www.ams.usda.gov
Department of Agriculture	10 535	SNAP Fraud Prevention Framework	The purpose of the SNAP Fraud Prevention Framework	https://www.ams.usda.gov
Department of Agriculture	10 536	Supplemental Nutrition Assistance Program (SNAP) Employment	This grant provides support to State agencies in developing	https://www.ams.usda.gov
Department of Agriculture	10 539	SNAP Nutrition Assistance	The Nutrition Assistance Program (NAP) is the	https://www.ams.usda.gov
Department of Agriculture	10 540	Partnership Research Innovation Laboratory for Educators (PRILE)	The objective of this opportunity was to provide	https://www.ams.usda.gov
Department of Agriculture	10 541	Child Nutrition Technology Innovation Grant	The purpose of the Child Nutrition Technology Innovation Grant	https://www.ams.usda.gov
Department of Agriculture	10 542	Practical EBT Food Benefits	The objective of the Practical EBT Food Benefits	https://www.ams.usda.gov
Department of Agriculture	10 545	Farmers' Market Supplemental Nutrition Assistance Program	These funds are intended to support the participation	https://www.ams.usda.gov
Department of Agriculture	10 551	Supplemental Nutrition Assistance Program	SNAP Benefits: Improve nutrition of eligible low income households by	https://www.ams.usda.gov
Department of Agriculture	10 553	School Breakfast Program	To assist States in implementing a national nutrition	https://www.ams.usda.gov







Department of Agriculture	10 929	Water Bank Program	To preserve and protect water resources as habitat for migratory birds and to facilitate agricultural conservation easement	https://www.usda.gov/programs/water-bank-program
Department of Agriculture	10 931	Agricultural Conservation Easement Program	To facilitate agricultural conservation easement	https://www.usda.gov/programs/conservation-easement-program
Department of Agriculture	10 932	Regional Conservation Partnership Program	To further the conservation, protection, restoration, and the National Migration Birding Program	https://www.usda.gov/programs/conservation-partnership-program
Department of Agriculture	10 933	National Migration Birding Program	To further the conservation, protection, restoration, and the National Migration Birding Program	https://www.usda.gov/programs/national-migration-birding-program
Department of Agriculture	10 934	Feral Swine Eradication and Control Pilot Program	The Feral Swine Pilot Program will allow NRCS and APHIS to	https://www.usda.gov/programs/feral-swine-eradication-and-control-pilot-program
Department of Agriculture	10 935	Urban Agriculture and Innovative Production	The objective of the Urban Agriculture and Innovative Production	https://www.usda.gov/programs/urban-agriculture-and-innovative-production
Department of Agriculture	10 936	Shut-Down Farmstead Restoration Grants	The program is to provide assistance to farmsteads that are no longer used for agriculture	https://www.usda.gov/programs/shut-down-farmstead-restoration-grants
Department of Agriculture	10 937	Partnerships for Great Small Commodities	The Partnerships for Great Small Commodities aim to	https://www.usda.gov/programs/partnerships-for-great-small-commodities
Department of Agriculture	10 938	Conservation Outreach, Education and Technical Assistance	The overall goal of the Conservation Outreach, Education and Technical Assistance	https://www.usda.gov/programs/conservation-outreach-education-and-technical-assistance
Department of Agriculture	10 950	Agricultural Statistics Reports	The objective for NARS is to formulate, develop, and administer	https://www.usda.gov/programs/agricultural-statistics-reports
Department of Agriculture	10 951	Census of Agriculture	The objective for NARS is to formulate, develop, and administer	https://www.usda.gov/programs/census-of-agriculture
Department of Agriculture	10 960	Technical Agricultural Assistance	To assist farmers and ranchers with agricultural issues and problems and apply the	https://www.usda.gov/programs/technical-agricultural-assistance
Department of Agriculture	10 961	Scientific Cooperation and Research	The projects address specific issues related to agricultural trade and	https://www.usda.gov/programs/scientific-cooperation-and-research
Department of Agriculture	10 962	Cochran Fellowship Program	Awards will enhance knowledge and skills to assist eligible individuals	https://www.usda.gov/programs/cochran-fellowship-program
Department of Agriculture	10 964	Emergency Relief Program	ERP provides financial assistance to producers for losses to crops	https://www.usda.gov/programs/emergency-relief-program
Department of Agriculture	10 965	Milk Loss Program	The Milk Loss program will research eligible dairy operations for milk	https://www.usda.gov/programs/milk-loss-program
Department of Agriculture	10 966	Commodity Storage Assistance Program	CSAP provides financial assistance to eligible owners or designated	https://www.usda.gov/programs/commodity-storage-assistance-program
Department of Agriculture	10 968	Increasing Land, Capital, and Market Access Program	USDA launched the Increasing Land, Capital, and Market	https://www.usda.gov/programs/increasing-land-capital-and-market-access-program
Department of Agriculture	10 969	FSA Conservation District Program	The objective of this program is to provide technical assistance to eligible	https://www.usda.gov/programs/fsa-conservation-district-program
Department of Agriculture	10 970	Farm Loss/Retirement Relief Program	FLRP provides financial assistance to producers for losses to crops	https://www.usda.gov/programs/farm-loss-retirement-relief-program
Department of Agriculture	10 971	Urban Agriculture and Urban County Committee Outreach	Assistance from USDA's Urban Agriculture and Urban County	https://www.usda.gov/programs/urban-agriculture-and-urban-county-committee-outreach
Department of Agriculture	10 973	Storage Facility Assistance Program	The Storage Facility Assistance Program provides financial assistance to eligible	https://www.usda.gov/programs/storage-facility-assistance-program
Department of Agriculture	10 974	CSA COVID Relief Program	The CSA COVID Relief Program was implemented to assist	https://www.usda.gov/programs/csa-covid-relief-program
Department of Agriculture	10 975	Emergency Relief Program Outreach	The Emergency Relief Program (ERP) is intended to help	https://www.usda.gov/programs/emergency-relief-program-outreach
Department of Agriculture	10 976	Organic Dairy Marketing Assistance Program	ERP provides assistance to new producers that graze	https://www.usda.gov/programs/organic-dairy-marketing-assistance-program
Department of Agriculture	10 977	Organic Dairy Marketing Assistance Program	The Organic Dairy Marketing Assistance Program (ODMAP) was	https://www.usda.gov/programs/organic-dairy-marketing-assistance-program
Department of Agriculture	10 978	Farm Labor Stabilization and Protection Pilot Grant	USDA is implementing a grant program focused on supporting farm	https://www.usda.gov/programs/farm-labor-stabilization-and-protection-pilot-grant
Department of Agriculture	10 979	Emergency Relief Program 2022	ERP 2022 provides financial assistance to producers for losses to	https://www.usda.gov/programs/emergency-relief-program-2022
Department of Agriculture	10 980	Emergency Livestock Relief Program 2022	ELRP 2022 provides direct financial assistance to livestock	https://www.usda.gov/programs/emergency-livestock-relief-program-2022
Department of Agriculture	10 981	Commodity Storage Assistance Program	The Commodity Storage Assistance Program (CSAP) will	https://www.usda.gov/programs/commodity-storage-assistance-program
Department of Agriculture	10 982	Testing, Mitigation, and Relief for Agricultural Congregation by Per	Under the authority of the Federal law 2022 Consolidated	https://www.usda.gov/programs/testing-mitigation-and-relief-for-agricultural-congregation-by-per
Department of Agriculture	10 983	Disaster Technical Assistance of Disaster	These independent agreements require recipients to	https://www.usda.gov/programs/disaster-technical-assistance-of-disaster
Department of Agriculture	10 984	Discrimination Financial Assistance Program	The U.S. Department of Agriculture (USDA) is authorized by Section	https://www.usda.gov/programs/discrimination-financial-assistance-program
Department of Agriculture	10 996	Rural Development Policy Public Service and Leadership	Fellowships are intended to improve the education and	https://www.usda.gov/programs/rural-development-policy-public-service-and-leadership
Department of Agriculture	10 997	U.S. State Office Support for International Activities	The goal of this program is to support agreements with	https://www.usda.gov/programs/u-s-state-office-support-for-international-activities
Department of Commerce	11 008	NDAA Mission Related Education Awards	The objective of the overall program is to facilitate educational	https://www.usda.gov/programs/ndaa-mission-related-education-awards
Department of Commerce	11 011	Ocean Exploration	To explore the Earth's, a large unexplored area of the	https://www.usda.gov/programs/ocean-exploration
Department of Commerce	11 012	Integrated Ocean Observing System (IOOS)	To support projects that advance the development and	https://www.usda.gov/programs/integrated-ocean-observing-system
Department of Commerce	11 013	Education Quality Award Ambassadorship	Support National Quality Award Program	https://www.usda.gov/programs/education-quality-award-ambassadorship
Department of Commerce	11 015	Small Agency Roundtable	The SARA is a mechanism to encourage research,	https://www.usda.gov/programs/small-agency-roundtable
Department of Commerce	11 016	Statistical, Research, and Methodology Assistance	To make awards to or conclude cooperative agreements with	https://www.usda.gov/programs/statistical-research-and-methodology-assistance
Department of Commerce	11 017	Ocean Acidification Program (OAP)	The OAP program is designed to help coastal states, tribes, and	https://www.usda.gov/programs/ocean-acidification-program
Department of Commerce	11 021	NDAA Small Business Innovation Research (SBIR) Program	The Small Business Innovation Research (SBIR) seeks to	https://www.usda.gov/programs/ndaa-small-business-innovation-research
Department of Commerce	11 022	Department Budget Act of 2018	Identifying and documenting	https://www.usda.gov/programs/department-budget-act-of-2018
Department of Commerce	11 023	Science, Technology, and Innovation (STI) System	The STI System is a	https://www.usda.gov/programs/science-technology-and-innovation
Department of Commerce	11 024	BUILD TO SCALE	Development of a	https://www.usda.gov/programs/build-to-scale
Department of Commerce	11 028	Connecting Minority Communities Pilot Program	The Connecting Minority Communities Pilot Program provides	https://www.usda.gov/programs/connecting-minority-communities-pilot-program
Department of Commerce	11 029	Treat Broadband Connectivity Program	The program provides grants to eligible Tribal or Native entities in the	https://www.usda.gov/programs/treat-broadband-connectivity-program
Department of Commerce	11 031	Broadband Infrastructure Program	The Broadband Infrastructure Program provides federal grants	https://www.usda.gov/programs/broadband-infrastructure-program
Department of Commerce	11 032	State Digital Equity Planning and Capacity Grant	The purpose of the State Digital Equity Planning and Capacity	https://www.usda.gov/programs/state-digital-equity-planning-and-capacity-grant
Department of Commerce	11 033	Midsize Mile Broadband Grant Program	The Midsize Mile Broadband Grant Program provides	https://www.usda.gov/programs/midsize-mile-broadband-grant-program
Department of Commerce	11 034	2023 NDAA Capital Readiness Program	The Minority Business Development	https://www.usda.gov/programs/2023-ndaa-capital-readiness-program



















Department of Health and Human Services	90 237	Special Diabetes Program for Indian Diabetes Prevention and Control Evaluation Grants	To promote improved health care among American Indians	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 239	State Capacity Building	To fulfill the mandated responsibilities of the Comprehensive State Rural Hospital Safety Program	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 241	Mental Health Research Grants	The mission of the National Institute of Mental Health (NIMH) is to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 243	Substance Abuse and Mental Health Services Administration	SAMHSA was given the authority to address priority substance abuse	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 247	Genetic Academic Career Award	The purpose of the Genetic Academic Career Award is to support the career	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 251	Prison Center Support and Enhancement	The purpose of the Prison Center Support and Enhancement is to support	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 255	Children's Hospitals Education Payment	The purpose of the Children's Hospitals Education Payment is to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 257	Family Planning Personnel Training	To provide job specific training for personnel working in Title X	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 262	Occupational Safety and Health Program	To recognize and support the efforts of the Occupational Safety and Health Program	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 264	Nurse Faculty Loan Program (NFLP)	The Nurse Faculty Loan Program (NFLP) seeks to increase the number	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 266	Health Systems Strengthening and HIV/AIDS Prevention, Care	Fund human resources for health, quality improvement and other	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 268	Complex Humanitarian Emergency and Other Related Injury Public	To bring public health and epidemiologic principles to the aid of	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 270	Mental Health Research Programs	The purpose of the Mental Health Research Programs is to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 272	Alcohol Research Programs	To develop a sound fundamental knowledge base which can be	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 276	Drug Free Communities Support Program	The purpose of the Drug Free Communities Support Program is to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 279	Health Care and Addiction Treatment Programs	To support the development and implementation of	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 280	National Institutes of Health Extramural Loan Repayment Program	To attract and retain health professionals to research careers by	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 283	Centers for Disease Control and Prevention Investigator and	To assist State and local health authorities and other health	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 284	Early Prevention Program for American Indians and Alaska	To improve the quality of the health of American Indians and	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 286	Discovery and Applied Research for Technology	To support hypothesis driven research in emerging technologies	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 288	National Health Service Corps Scholarship Program	The purpose of the National Health Service Corps Scholarship Program	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 291	Surplus Property Utilization	To convey or lease surplus Federal real properties made	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 297	Teenage Pregnancy Prevention Program	The purpose of the Teenage Pregnancy Prevention Program is to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 300	National Health Center for Health Workforce Analysis	To provide for the development of information regarding	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 301	Small Rural Hospital Improvement Grant	The Small Rural Hospital Improvement Grant Program supports	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 303	Nurse Corps Scholarship Program	The Nurse Corps Scholarship Program supports	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 304	Racial and Ethnic Approaches to Community Health	The purpose of this program is to fund National Networks to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 307	Minority Health and Health Disparities Research	To support basic, clinical, social, and behavioral research	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 310	Trans NCI Research Support	The purpose of this program is to support research in the	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 313	NIH Office of Research on Women's Health	ORWH will identify programs on women's health that should be	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 314	Early Hearing Detection and Intervention	The purpose of this program is to assist States in	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 315	Health Disparities Research, Surveillance, and Health Promotion, and	To (1) Promote public health research to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 316	Public Health Preparedness and Response Science, Technology, and	The overall goal of the program is to conduct research and related	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 317	Emerging Infectious Diseases Research Programs	The purpose of the Emerging Infectious Diseases Research Programs (EIDRP) is to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 318	Preventing and Improving Health Globally	CDCEG is a global health efforts are to assist Ministries of	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 319	Outreach Programs to Enhance the Participation of Community Health	The purpose of this program is to assist Land Grant	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 321	Genetic Supplement Research Program	The NIH Office of Genetic Supplement Research will identify projects that	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 322	CDC Partnership Strengthening Public Health Laboratories	The activities under this cooperative agreement are being with the	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 323	Epidemiology and Laboratory Capacity for Infectious Diseases	The purpose of the program is to provide information, training, and	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 324	State Health Insurance Assistance Program	To provide information, training, and assistance relating to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 325	Prevention Research Center	The Prevention Research Center (PRC) grant is awarded to	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 326	Strengthening Public Health Surveillance	CDCEG is a global health efforts are to assist Ministries of	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 327	Demographic Grants to Domestic Violence Trafficking in Persons	The Office on Trafficking in Persons (OTIP) currently funds	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 328	Cooperative Agreement to Support Navigators in Community Health	Each year, the Centers for Medicare & Medicaid Services	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 334	The Healthy Brain Initiative	The purpose of this program is to support public health actions	https://www.hhs.gov/indian-affairs/
Department of Health and Human Services	90 336	Behavioral Risk Factor Surveillance System	The purpose of this program is to provide information to State and	https://www.hhs.gov/indian-affairs/























Department of Justice	10 025	Special Domestic Violence Criminal Jurisdiction	To assist tribal governments in implementing the provisions of the	https://www.justice.gov/
Department of Justice	10 026	DOJ Health and Evaluation Program	Research and Evaluation (H&E)	https://www.justice.gov/
Department of Justice	10 027	National Clearinghouse on Sexual Assault of America, Indian and Alaska Natives	To provide training and technical assistance on issues relating to sexual violence	https://www.justice.gov/
Department of Justice	10 028	Research Center on Workplace Response to Domestic Violence	to provide technical assistance to employers and	https://www.justice.gov/
Department of Justice	10 029	Office on Violence Against Women Special Projects	To provide promising or innovative practices to respond to violence	https://www.justice.gov/
Department of Justice	10 030	National Center on Restorative Justice	Goal: The primary goal of the National Center on Restorative Justice is to	https://www.justice.gov/
Department of Justice	10 031	Forward To Child Care Investigators Program	The purpose of this program is to support	https://www.justice.gov/
Department of Justice	10 032	Academic based Drug Field Training and Training Initiative	New Program is practice and pending without	https://www.justice.gov/
Department of Justice	10 034	Continuum Emergency Supplemental Funding	The program is no longer funded. This was a one time funding	https://www.justice.gov/
Department of Justice	10 035	Preventing Trafficking of Girls	The purpose of this program is to support the prevention and early	https://www.justice.gov/
Department of Justice	10 036	Comprehensiveness Enhanced DNA Analysis Grant Program	The goals of this program are to assist	https://www.justice.gov/
Department of Justice	10 037	Medical Examiner/Coroner System	The purpose of this program is to assist in the	https://www.justice.gov/
Department of Justice	10 038	National Decarceration Initiative	The purpose of this initiative is to assist with the implementation of	https://www.justice.gov/
Department of Justice	10 039	Male Victim Crime Initiative	The goal of this initiative is to assist with the implementation of	https://www.justice.gov/
Department of Justice	10 040	Matthew Shepard and James Byrd, Jr. Hate Crime Education	The goal of this initiative is to assist with the implementation of	https://www.justice.gov/
Department of Justice	10 041	National Adult Adult Network Training and Technical Assistance	This program is specifically directed toward the	https://www.justice.gov/
Department of Justice	10 042	Victims Assistance Program	The purpose of this program is to assist with the implementation of	https://www.justice.gov/
Department of Justice	10 043	Veterans Treatment Court Demonstration Grant Program	Goal: To provide veterans treatment courts and criminal	https://www.justice.gov/
Department of Justice	10 044	Forensic Training and Technical Assistance Program	The goal of the Forensic Science Program is to	https://www.justice.gov/
Department of Justice	10 045	Community Based Violence Intervention and Prevention Initiative	Goal: The main goal of CVIP is the prevention and reduction of violent	https://www.justice.gov/
Department of Justice	10 046	Drug Data Research Center to Combat the Opioid Crisis	The goal of the Drug Data Research Center is to	https://www.justice.gov/
Department of Justice	10 047	Community Based Approaches to Addressing Justice	Goal: The purpose of this program is to assist with the implementation of	https://www.justice.gov/
Department of Justice	10 048	Khalid Jabara and Health Care NO HATE Act	The primary goal is for state agencies to establish and run state	https://www.justice.gov/
Department of Justice	10 049	Supporting Vulnerable and At Risk Youth	The goal of the program is to provide a model for	https://www.justice.gov/
Department of Justice	10 050	Missing and Unidentified Human Remains (MURH)	Administered by the Office of Justice Programs (OJP)	https://www.justice.gov/
Department of Justice	10 051	Crime Sun Intelligence Training and Education	Goal: To develop tools to widely identify intelligently used firearms	https://www.justice.gov/
Department of Justice	10 052	Restorative Practices to Address Domestic Violence	The National Restorative Practices Program is designed to assist	https://www.justice.gov/
Department of Justice	10 053	Sexual Assault Forensic Examinations	This program establishes an expanded sexual assault	https://www.justice.gov/
Department of Justice	10 054	Virtual Health De-escalation Training	Goal: To prepare officers to safely and effectively respond to	https://www.justice.gov/
Department of Justice	10 055	Tribal Special Assistant United States Attorneys	Tribal SAUSA is an initiative to support cross jurisdiction of	https://www.justice.gov/
Department of Justice	10 056	National Debt Services Law	To provide remote services to Debt victims of domestic violence,	https://www.justice.gov/
Department of Justice	10 057	OWB LGBT Specific Services Program	The establishment and replication of existing beneficial	https://www.justice.gov/
Department of Justice	10 058	Restoration Program on Traumatic Injuries, Victim Centered	The Restored General will assist grants on a competitive basis to	https://www.justice.gov/
Department of Justice	10 059	Tribal Special Criminal Jurisdiction Reinstatement	The purpose of this program is to restore Tribal governments for	https://www.justice.gov/
Department of Justice	10 060	Local Law Enforcement Grants for Enforcement of Cybercrime	To assist law enforcement with the prevention, investigation	https://www.justice.gov/
Department of Justice	10 061	National Resource Center on Collectives Against Individuals	The establishment and maintenance of a National Resource	https://www.justice.gov/
Department of Justice	10 062	Grants to State and Tribal Courts to Increase Safety for Victims of Domestic Violence, Dating	An eligible entity that receives a grant under the grant shall	https://www.justice.gov/
Department of Justice	10 063	Financial Assistance to Law Enforcement	The objective of the program is to provide financial assistance to	https://www.justice.gov/
Department of Justice	10 064	Sexual Assault Forensic Exam Training and Services	By statute, grants are for the following purposes:	https://www.justice.gov/
Department of Justice	10 065	Training to Improve Police Based Responses to People	The Training to Improve Police Based Responses to People	https://www.justice.gov/
Department of Justice	10 066	Officer Robert Wilson Preventing Violence Against Law	The VILDR Initiative uses a multifaceted approach to address	https://www.justice.gov/
Department of Justice	10 067	Family Based Alternative Justice Program	The goal is to establish and enhance existing family based	https://www.justice.gov/
Department of Justice	10 123	Community Based Violence Prevention Program	Goal: To eliminate gun gun and gang violence	https://www.justice.gov/
Department of Justice	10 300	Law Enforcement Assistance FBI	To provide advanced training to experienced law enforcement of local,	https://www.justice.gov/
Department of Justice	10 301	Law Enforcement Assistance FBI Crime Laboratory Support	To provide forensic services to the FBI and other DOJ	https://www.justice.gov/
Department of Justice	10 302	Law Enforcement Assistance FBI Field Police Training	To develop law enforcement skills of criminal justice	https://www.justice.gov/
Department of Justice	10 303	Law Enforcement Assistance FBI Forensic Identification	To provide forensic and arrest record services to U.S.	https://www.justice.gov/
Department of Justice	10 304	Law Enforcement Assistance FBI Crime Information	The FBI National Crime Information System (NCIS) is designed to	https://www.justice.gov/
Department of Justice	10 305	Law Enforcement Assistance Uniform Crime Reports	To furnish data which will assist heads of law enforcement agencies	https://www.justice.gov/
Department of Justice	10 307	Continuum DNA Index System	To develop or improve forensic DNA analysis capabilities in State and	https://www.justice.gov/
Department of Justice	10 308	Indian Country Investigations	To provide training to the Bureau of Indian Affairs (BIA) and Tribal	https://www.justice.gov/
Department of Justice	10 309	Law Enforcement Assistance National Budget Control	To provide a system so that any Federal Program License (FLC)	https://www.justice.gov/









Department of State	19 750	Bureau of Western Hemisphere Affairs	Support the foreign assistance goals and objectives of the MIMM Grant Program	https://www.state.gov
Department of State	19 777	100,000-Billion in the Americas Innovation Fund	Reinvest the return of the grants available to HEAs throughout the Western	https://www.state.gov
Department of State	19 790	Contributions to International Organizations - CIO	US membership in organizations to which fees are given to	https://www.state.gov
Department of State	19 791	Security Contributions to International Organizations	US promotes U.S. security policy in strategic areas and to	https://www.state.gov
Department of State	19 792	Assess Contributions to International Organizations	US promotes U.S. foreign policy strategic goals and U.S. interests	https://www.state.gov
Department of State	19 793	Bureau of International Organization Affairs	Support the foreign assistance goals and objectives of the	https://www.state.gov
Department of State	19 800	Weapons Removal and Destruction	To reduce the threat posed to global security by nuclear weapons	https://www.state.gov
Department of State	19 801	Office of Global Women's Issues	The Secretary's Office of Global Women's Issues	https://www.state.gov
Department of State	19 808	NA Nuclear and Nuclear Affairs	To support the goals of the U.S. Department of State	https://www.state.gov
Department of State	19 876	EUR Other	The primary goal is to promote democratic and free market	https://www.state.gov
Department of State	19 888	Global Defense Reform Program	Enhance security sector governance and build the institutional capacity	https://www.state.gov
Department of State	19 900	SECSTATE/ PD Programs	US promotes U.S. foreign policy strategic goals and U.S. interests	https://www.state.gov
Department of State	19 901	Export Control and Related Border Security	The U.S. Department of State, a Bureau of International Security	https://www.state.gov
Department of State	19 903	Cooperation on Global Issues of Common Interest	The goal is to support the United States' foreign policy interests	https://www.state.gov
Department of State	19 946	Organization of American States	US promotes U.S. foreign policy strategic goals and U.S. interests	https://www.state.gov
Department of State	19 973	Assess Contributions to International Organizations/CIPA	US promotes U.S. foreign policy strategic goals and U.S. interests	https://www.state.gov
Department of State	19 979	Regional Peace and Security	The Office of Security Affairs in the Department of State	https://www.state.gov
Department of State	19 980	Partnership for Regional East Africa Counterterrorism	The objective of this program is to build the capacity and resilience	https://www.state.gov
Department of State	19 989	State/ Africa Regional Office (SARCO)	This SARCO number will be for programmatic support	https://www.state.gov
Department of State	19 990	Foreign Affairs, Justice and Accountability Programming	US promotes U.S. foreign policy strategic goals and U.S. interests	https://www.state.gov
Department of the Interior	19 011	Experienced Services Program	The Experienced Services Program	https://www.doi.gov
Department of the Interior	19 012	Outdoor Studies in National Parks	ESIP will provide a framework for outdoor studies and	https://www.doi.gov
Department of the Interior	19 013	Alaska Native Science and Engineering	The Bureau of Ocean Energy Management (BOEM) provides major	https://www.doi.gov
Department of the Interior	19 014	Supporting the Linear Managerial Data	The program provides financial assistance to	https://www.doi.gov
Department of the Interior	19 015	Good Neighbor Authority	The Good Neighbor Authority (GNA) is intended to respect	https://www.doi.gov
Department of the Interior	19 016	Experienced Services Program	The Experienced Services Program	https://www.doi.gov
Department of the Interior	19 017	Custom Needs Consultations	ESIP will provide a framework for outdoor studies and	https://www.doi.gov
Department of the Interior	19 018	Energy Community Rehabilitation Program (ECRP)	To reduce methane and other greenhouse gas emissions, help clean	https://www.doi.gov
Department of the Interior	19 019	Experienced Services	The ESP program provides funding that allows agencies to offer	https://www.doi.gov
Department of the Interior	19 020	Act To Tribal Governments	To provide funds to support tribal governments to support	https://www.doi.gov
Department of the Interior	19 021	Consolidated Tribal Government	To promote Indian self-governance and improve the quality of	https://www.doi.gov
Department of the Interior	19 022	Tribal Self Governance	To further the goals of Indian Self-Determination by	https://www.doi.gov
Department of the Interior	19 024	Indian Self Determination Contract Support	To provide funds to Federally Recognized Indian Tribal	https://www.doi.gov
Department of the Interior	19 025	Services to Indian Children, Elderly and Families	To provide funds to Federally Recognized Indian Tribal	https://www.doi.gov
Department of the Interior	19 026	Indian Adult Education	To improve the educational opportunities for Indian	https://www.doi.gov
Department of the Interior	19 027	Assistance to Tribally Controlled Community Colleges and	To provide grants for the operation and improvement of Tribal	https://www.doi.gov
Department of the Interior	19 028	Tribally Controlled Community College	Funding has not been provided for the program. The	https://www.doi.gov
Department of the Interior	19 029	Tribal Courts	To provide funds to Federally Recognized Indian Tribal	https://www.doi.gov
Department of the Interior	19 030	Indian Law Enforcement	To provide funds to Indian Tribal Governments to	https://www.doi.gov
Department of the Interior	19 031	Indian Community Fire Protection	To provide funds to perform fire protection services for Indian	https://www.doi.gov
Department of the Interior	19 032	Indian Economic Development	To assist Federally Recognized Indian Tribal Governments by	https://www.doi.gov
Department of the Interior	19 033	Road Maintenance Indian Roads	To provide Indian Tribal Governments with routine and progressive	https://www.doi.gov
Department of the Interior	19 034	Agriculture on Indian Lands	To provide funding to Indian Tribal Governments to support	https://www.doi.gov
Department of the Interior	19 035	Forestry on Indian Lands	To maintain, protect, enhance, and develop Indian forest resources	https://www.doi.gov
Department of the Interior	19 036	Indian Rights Protection	To protect Indian lands guaranteed through treaty or statute by	https://www.doi.gov
Department of the Interior	19 037	Water Resources on Indian Lands	To support Indian tribes in the effective and efficient management	https://www.doi.gov
Department of the Interior	19 038	Minerals and Mining on Indian Lands	The objectives of the Energy and Mineral Development Program	https://www.doi.gov
Department of the Interior	19 040	Real Estate Programs Indian Lands	To provide and properly manage, appraise, and land	https://www.doi.gov
Department of the Interior	19 041	Environmental Management Indian	To determine environmental impacts of Federal projects on	https://www.doi.gov
Department of the Interior	19 042	Indian School Equalization	To provide funding for primary and secondary education	https://www.doi.gov
Department of the Interior	19 043	Indian Child and Family Education	The Family Act Child Education (FACE) program is designed to	https://www.doi.gov
Department of the Interior	19 044	Indian Schools Student Transportation	To provide funds to each Bureau of Indian Education (BIE) budget	https://www.doi.gov

























Department of Transportation		20 519	Clean Fuels	To assist in financing the acquisition of clean fuel and low sulfur diesel engines for transit in Parks	https://www.fhwa.dot.gov/transportation/programs/2019/clean-fuels/
Department of Transportation		20 520	Fuel St. Schedules Transit in Parks	https://www.fhwa.dot.gov/transportation/programs/2019/fuel-st-schedules-transit-in-parks/	
Department of Transportation		20 521	New Freedom Program	The New Freedom program (Section 5317) provided grants for new	https://www.fhwa.dot.gov/transportation/programs/2019/new-freedom-program/
Department of Transportation		20 524	Passenger Rail Investment and Incentives (PRIA)	to assist in financing the purchase of new passenger rail equipment and	https://www.fhwa.dot.gov/transportation/programs/2019/passenger-rail-investment-and-incentives/
Department of Transportation		20 525	State of Good Repair Grants Program	The State of Good Repair Program (54 U.S.C. 53031) provides	https://www.fhwa.dot.gov/transportation/programs/2019/state-of-good-repair-grants-program/
Department of Transportation		20 526	State and Bus Facilities Formula, Competitive, and Low	Provides capital funding to acquire, rehabilitate, purchase, or lease	https://www.fhwa.dot.gov/transportation/programs/2019/state-and-bus-facilities-formula-competitive-and-low/
Department of Transportation		20 527	Emergency Relief Program	The Emergency Relief Program of 54 U.S.C. 53032 provides	https://www.fhwa.dot.gov/transportation/programs/2019/emergency-relief-program/
Department of Transportation		20 528	Fast Forward Gateway Public Transportation System Design Safety	To improve public transportation safety by assisting States with the	https://www.fhwa.dot.gov/transportation/programs/2019/fast-forward-gateway-public-transportation-system-design-safety/
Department of Transportation		20 529	Bus Testing	The purpose of this program is to provide assistance to testing	https://www.fhwa.dot.gov/transportation/programs/2019/bus-testing/
Department of Transportation		20 530	Public Transportation Innovation	The goals and objectives of Public Transportation	https://www.fhwa.dot.gov/transportation/programs/2019/public-transportation-innovation/
Department of Transportation		20 531	Technical Assistance and Workforce Development	The goals and objectives for Technical Assistance and	https://www.fhwa.dot.gov/transportation/programs/2019/technical-assistance-and-workforce-development/
Department of Transportation		20 532	Transportation Equity Grant Program, Electric or Low Emission Ferry Pilot	The Transportation Equity Grant Program provides funding for assessment	https://www.fhwa.dot.gov/transportation/programs/2019/transportation-equity-grant-program-electric-or-low-emission-ferry-pilot/
Department of Transportation		20 533	All Stations Accessibility Program	To assist in financing initial and planning projects to upgrade the	https://www.fhwa.dot.gov/transportation/programs/2019/all-stations-accessibility-program/
Department of Transportation		20 534	Community Project Competition	Community Project Competition provides grants to	https://www.fhwa.dot.gov/transportation/programs/2019/community-project-competition/
Department of Transportation		20 600	State and Community Highway Safety	The State and Community Highway Safety funding program	https://www.fhwa.dot.gov/transportation/programs/2019/state-and-community-highway-safety/
Department of Transportation		20 606	National Driver Registrar	The NDR maintains the comprehensive database	https://www.fhwa.dot.gov/transportation/programs/2019/national-driver-registrar/
Department of Transportation		20 607	Alcohol Over Container Requirements	To enhance State enforcement of alcohol over container	https://www.fhwa.dot.gov/transportation/programs/2019/alcohol-over-container-requirements/
Department of Transportation		20 608	Minimum Penalties for Repeat Offenders for Driving While	To encourage States to enact and enforce repeat intoxicated	https://www.fhwa.dot.gov/transportation/programs/2019/minimum-penalties-for-repeat-offenders-for-driving-while/
Department of Transportation		20 611	Reactive Grant Program to Prohibit Alcohol Possession	Encourage States to enact and enforce laws and programs that	https://www.fhwa.dot.gov/transportation/programs/2019/reactive-grant-program-to-prohibit-alcohol-possession/
Department of Transportation		20 614	National Highway Traffic Safety Administration (NHTSA)	Provides technical and financial assistance to State and local	https://www.fhwa.dot.gov/transportation/programs/2019/national-highway-traffic-safety-administration-nhtsa/
Department of Transportation		20 616	National Priority Safety Programs	The formula grant program is designed to encourage States to	https://www.fhwa.dot.gov/transportation/programs/2019/national-priority-safety-programs/
Department of Transportation		20 617	State Electric Data Collection (SEDC) Program Grant	To assist in financing the collection of electric data for	https://www.fhwa.dot.gov/transportation/programs/2019/state-electric-data-collection-sedc-program-grant/
Department of Transportation		20 618	Driver Alcohol Detection System for Safety	The goal of the DADS collaborative research program is to research	https://www.fhwa.dot.gov/transportation/programs/2019/driver-alcohol-detection-system-for-safety/
Department of Transportation		20 619	Motor Vehicle Safety Research	This assistance being discontinued (54 U.S.C. 53034) motor vehicle	https://www.fhwa.dot.gov/transportation/programs/2019/motor-vehicle-safety-research/
Department of Transportation		20 620	Behavioral Traffic Safety Cooperative Research	The objective is to carry out a collaborative research and evaluation	https://www.fhwa.dot.gov/transportation/programs/2019/behavioral-traffic-safety-cooperative-research/
Department of Transportation		20 621	State Process for Removing Offenders of Recalls	The objective is to support States in developing a	https://www.fhwa.dot.gov/transportation/programs/2019/state-process-for-removing-offenders-of-recalls/
Department of Transportation		20 700	Proactive Safety Program State Base	To develop, support and implement inspection and enforcement activities	https://www.fhwa.dot.gov/transportation/programs/2019/proactive-safety-program-state-base/
Department of Transportation		20 701	University Transportation Centers Program	The program awards grants to research institutions of higher	https://www.fhwa.dot.gov/transportation/programs/2019/university-transportation-centers-program/
Department of Transportation		20 703	Hazardous Materials Material Public Sector Training and Planning	Hazardous Materials Emergency Response Grant	https://www.fhwa.dot.gov/transportation/programs/2019/hazardous-materials-material-public-sector-training-and-planning/
Department of Transportation		20 706	Effective Emergency Response Grant (FERG)	Advance the ability of emergency responders to manage incidents	https://www.fhwa.dot.gov/transportation/programs/2019/effective-emergency-response-grant-ferg/
Department of Transportation		20 707	Hazardous Materials State Inspection (HMSI) Grant	The HMSI State Inspection Grant provides training and	https://www.fhwa.dot.gov/transportation/programs/2019/hazardous-materials-state-inspection-hmsi-grant/
Department of Transportation		20 708	Natural Gas Distribution Infrastructure Safety and Modernization	One focus will be to make available to the community of	https://www.fhwa.dot.gov/transportation/programs/2019/natural-gas-distribution-infrastructure-safety-and-modernization/
Department of Transportation		20 710	Technical Assistance Grants	Advancement of grantee ability through the funding of local	https://www.fhwa.dot.gov/transportation/programs/2019/technical-assistance-grants/
Department of Transportation		20 720	State Damage Prevention Program Grants	The PRISMA State Damage Prevention Program fosters	https://www.fhwa.dot.gov/transportation/programs/2019/state-damage-prevention-program-grants/
Department of Transportation		20 721	PRISMA Pipeline Safety Program One Call Grant	To provide funding to State agencies in promoting safety	https://www.fhwa.dot.gov/transportation/programs/2019/prisma-pipeline-safety-program-one-call-grant/
Department of Transportation		20 723	PRISMA Pipeline Safety Research and Development (PRISMA) Development	To sponsor research and development (R&D) projects that focus on	https://www.fhwa.dot.gov/transportation/programs/2019/prisma-pipeline-safety-research-and-development-prisma-development/
Department of Transportation		20 724	Proactive Safety Research Competition Academic Agreement	The CAPS relates to research in the area of	https://www.fhwa.dot.gov/transportation/programs/2019/proactive-safety-research-competition-academic-agreement/
Department of Transportation		20 725	PRISMA Pipeline Safety Designated Natural Gas Storage Grant	Participating state DOTs will receive annual	https://www.fhwa.dot.gov/transportation/programs/2019/prisma-pipeline-safety-designated-natural-gas-storage-grant/
Department of Transportation		20 800	Federal Ship Financing Guarantees	To finance eligible vessels and shipyards	https://www.fhwa.dot.gov/transportation/programs/2019/federal-ship-financing-guarantees/
Department of Transportation		20 802	Maritime War Risk Insurance	To promote the growth of maritime insurance to U.S. flag and foreign vessels	https://www.fhwa.dot.gov/transportation/programs/2019/maritime-war-risk-insurance/
Department of Transportation		20 806	State Maritime Schools	To educate and train future merchant marine officers at the State	https://www.fhwa.dot.gov/transportation/programs/2019/state-maritime-schools/
Department of Transportation		20 807	U.S. Merchant Marine Academy	The USMMA is a Federal Service Academy	https://www.fhwa.dot.gov/transportation/programs/2019/us-merchant-marine-academy/
Department of Transportation		20 808	Capital Construction Fund	To provide for additional vessels or	https://www.fhwa.dot.gov/transportation/programs/2019/capital-construction-fund/
Department of Transportation		20 812	Construction Reserve Fund	To promote the construction	https://www.fhwa.dot.gov/transportation/programs/2019/construction-reserve-fund/
Department of Transportation		20 813	Maritime Security Fleet Program or Ship Certification Cooperation	The MSP-Plus system is a fleet of 60 active, certified	https://www.fhwa.dot.gov/transportation/programs/2019/maritime-security-fleet-program-or-ship-certification-cooperation/
Department of Transportation		20 814	Assistance to Small Shipyards	To award grants for capital expenditures and related	https://www.fhwa.dot.gov/transportation/programs/2019/assistance-to-small-shipyards/
Department of Transportation		20 816	United States Marine Highway Grants	Highway includes competition, expanded transportation options	https://www.fhwa.dot.gov/transportation/programs/2019/united-states-marine-highway-grants/
Department of Transportation		20 817	Air Emissions and Energy Initiative	MAEED will use public resources to develop data for a variety of	https://www.fhwa.dot.gov/transportation/programs/2019/air-emissions-and-energy-initiative/
Department of Transportation		20 819	Ballast Water Treatment	MAEED will use the technology and data for a variety of	https://www.fhwa.dot.gov/transportation/programs/2019/ballast-water-treatment/
Department of Transportation		20 820	Maritime Studies and Innovations	The purpose of this program is to provide assistance for projects	https://www.fhwa.dot.gov/transportation/programs/2019/maritime-studies-and-innovations/
Department of Transportation		20 821	Women on the Water (WOW)	The purpose of the WOW program is to promote diversity in the	https://www.fhwa.dot.gov/transportation/programs/2019/women-on-the-water-wow/
Department of Transportation		20 823	Port Infrastructure Development Program	The program makes discretionary grants to improve port facilities at	https://www.fhwa.dot.gov/transportation/programs/2019/port-infrastructure-development-program/









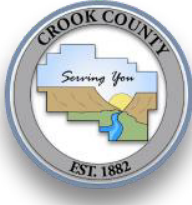


National Science Foundation	47 050	Geosciences	To strengthen and enhance the national scientific enterprise	https://www.nsf.gov/
National Science Foundation	47 070	Computer and Information Science and Engineering	To support investigator initiated research and education in all areas of	https://www.nsf.gov/
National Science Foundation	47 074	Biological Sciences	To promote the progress of the biological sciences and	https://www.nsf.gov/
National Science Foundation	47 075	Social, Behavioral and Economic Sciences	To contribute to the scientific study of the Nation and	https://www.nsf.gov/
National Science Foundation	47 076	STEM Education	To provide leadership and ensure the vitality of the Nation's science,	https://www.nsf.gov/
National Science Foundation	47 078	Polar Programs	To strengthen and enhance the national scientific enterprise	https://www.nsf.gov/
National Science Foundation	47 079	Office of International Science and Engineering	To support a U.S. presence in international scientific leadership	https://www.nsf.gov/
National Science Foundation	47 083	Integrative Activities	Enhance the competitiveness of the National Science Foundation	https://www.nsf.gov/
National Science Foundation	47 084	NSF Technology, Innovation, and Partnerships	The Directorate for Technology, Innovation, and Partnerships	https://www.nsf.gov/
Northern Border Regional Commission	90 801	Northern Border Regional Development	The Northern Border Regional Commission is a Federal State	https://www.nsf.gov/
Nuclear Regulatory Commission	77 007	U.S. Nuclear Regulatory Commission	The Mission: Saving Institutions Through the Nuclear Security Program (NSISP) funds	https://www.nrc.gov/
Nuclear Regulatory Commission	77 008	U.S. Nuclear Regulatory Commission	The Nuclear Security Program (NSISP) provides funding for	https://www.nrc.gov/
Nuclear Regulatory Commission	77 009	U.S. Nuclear Regulatory Commission	The Office of Nuclear Regulatory Research (ONRR) furthers the	https://www.nrc.gov/
Office of the Director of National Intelligence	54 001	Intelligence Community	The Intelligence Community Centers for Academic Excellence	https://www.dni.gov/
Prison Benefit Guaranty Corporation	86 001	Prison Plan	To encourage the continuation and maintenance of	https://www.pbcg.com/
Railroad Retirement Board	57 001	Social Insurance for Railroad Workers	Provide income security for retired and disabled railroad workers, their	https://www.rrb.gov/
Railroad Retirement Board	57 006	Social Insurance for Railroad Workers	Provide income security for retired and disabled railroad workers, their	https://www.rrb.gov/
Small Business Administration	50 006	8(a) Business Development Program	To foster business development for individuals who are both	https://www.sba.gov/
Small Business Administration	50 007	7(a) Technical Assistance	The purpose of this program is to provide	https://www.sba.gov/
Small Business Administration	50 008	Uninsured Assistance Loans	To provide loans to the survivors of declared disasters for uninsured	https://www.sba.gov/
Small Business Administration	50 011	Small Business Investment Companies	To establish privately owned and managed	https://www.sba.gov/
Small Business Administration	50 012	7(a) Loan Guarantees	To fund a loan guarantee fund for small businesses	https://www.sba.gov/
Small Business Administration	50 016	Surety Bond Guarantees	To guarantee surety bonds issued by Treasury listed surety	https://www.sba.gov/
Small Business Administration	50 026	SCORE	To provide mentoring and assistance to	https://www.sba.gov/
Small Business Administration	50 027	Small Business Development Centers	To provide management counseling, training, and technical	https://www.sba.gov/
Small Business Administration	50 041	SBA Certified Development Loans	To assist small business concerns by providing 7(a) loans	https://www.sba.gov/
Small Business Administration	50 043	Women's Business Ownership Assistance	To help women-owned organizations to start, expand,	https://www.sba.gov/
Small Business Administration	50 044	Veterans Outreach Program	In accordance with Public Law 103-368, the organizations will	https://www.sba.gov/
Small Business Administration	50 046	Microl oan Program	To assist women, low income, and minority entrepreneurs, business	https://www.sba.gov/
Small Business Administration	50 050	Prime Technical Assistance	To increase the number of microenterprises and to enhance the	https://www.sba.gov/
Small Business Administration	50 052	Native American Outreach	To fund economic development projects that will provide small	https://www.sba.gov/
Small Business Administration	50 053	Outbound and Regulatory Finance	To ensure timely and accurate information on the regulatory	https://www.sba.gov/
Small Business Administration	50 054	7(a) Export Loan Guarantees	Provides aid and assistance to small businesses to increase	https://www.sba.gov/
Small Business Administration	50 055	HUBZone Program	The purpose of the HUBZone program is to provide federal	https://www.sba.gov/
Small Business Administration	50 056	Federal and State Technology Partnership Program	The purpose of the FAST program is to strengthen the	https://www.sba.gov/
Small Business Administration	50 059	Congressional Grants	Provide funding for new business development and	https://www.sba.gov/
Small Business Administration	50 061	State Trade Expansion	Grants made to state governments to increase the number of	https://www.sba.gov/
Small Business Administration	50 062	Intermediary Loan Program	Three year pilot program to provide direct loans of up	https://www.sba.gov/
Small Business Administration	50 065	Growth Accelerator Pilot Competition	Growth Accelerators provide financial assistance to STEM	https://www.sba.gov/
Small Business Administration	50 066	Transition Assistance Act Entrepreneurship	Both the Transition Assistance Act and the Small Business	https://www.sba.gov/
Small Business Administration	50 067	Regional Innovation Clusters	The purpose of this program is to connect and expand regional	https://www.sba.gov/
Small Business Administration	50 069	SBA Emerging Leaders Initiative	Emerging Leaders is a deep educational series that provides	https://www.sba.gov/
Small Business Administration	50 072	Economic Injury Disaster Loan Emergency Advance	In response to the COVID-19 pandemic	https://www.sba.gov/
Small Business Administration	50 073	Paycheck Protection Loan Program (PPP)	The Paycheck Protection Program (PPP) is authorized by the	https://www.sba.gov/
Small Business Administration	50 075	Structured Venture Operators Grant Program	The SVO Grant Program provides grants to support the ongoing	https://www.sba.gov/
Small Business Administration	50 076	Lab to Market	Highlight successful examples of innovation ecosystems, particularly	https://www.sba.gov/
Small Business Administration	50 077	Community Navigator Pilot Program	Part of the American Rescue Plan, the SBA authorized the	https://www.sba.gov/
Small Business Administration	50 078	Restaurant Revitalization Fund	This program provided financial assistance for eligible restaurants,	https://www.sba.gov/
Small Business Administration	50 079	Cybersecurity for Small Business Pilot Program	Funding opportunity for state governments to assist small business	https://www.sba.gov/
Social Security Administration	90 001	Social Security Disability Insurance	Social Security pays benefits to people who cannot work because	https://www.ssa.gov/
Social Security Administration	90 002	Social Security Retirement Insurance	The Social Security Retirement Insurance is a monthly payment that	https://www.ssa.gov/
Social Security Administration	90 004	Social Security Survivors Insurance	Social Security has survivors by providing income for the families	https://www.ssa.gov/





## 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.

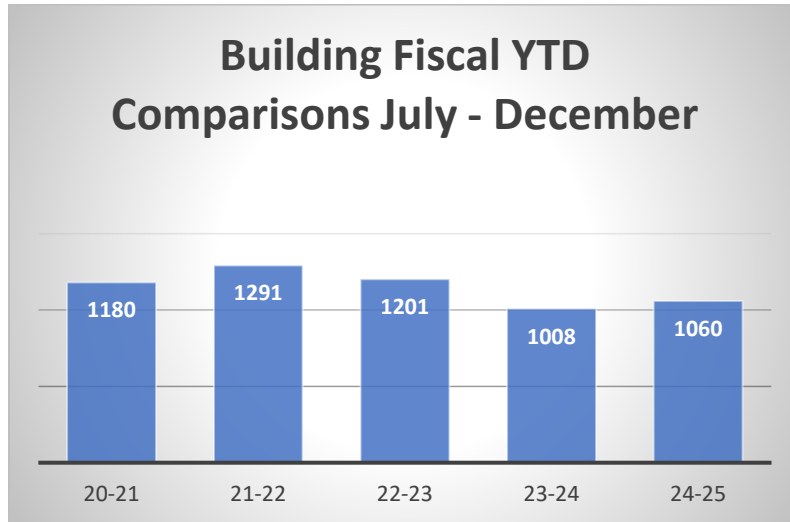
### **Building:**

#### 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

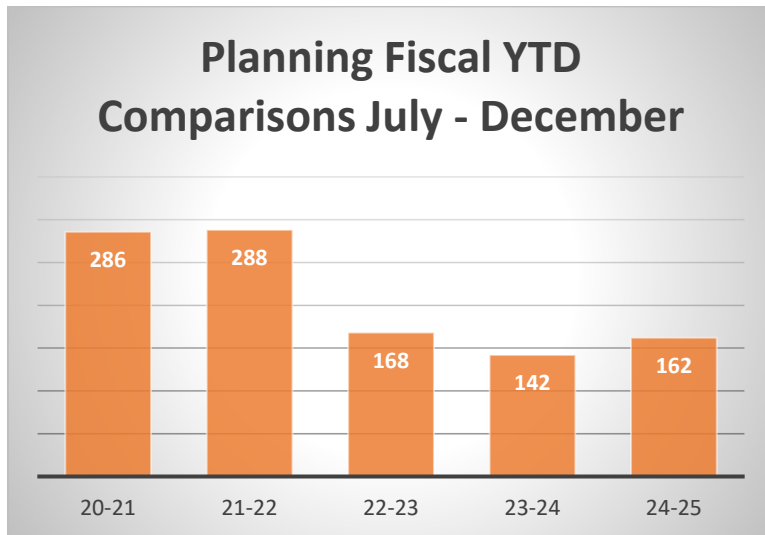
**Planning:**

**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

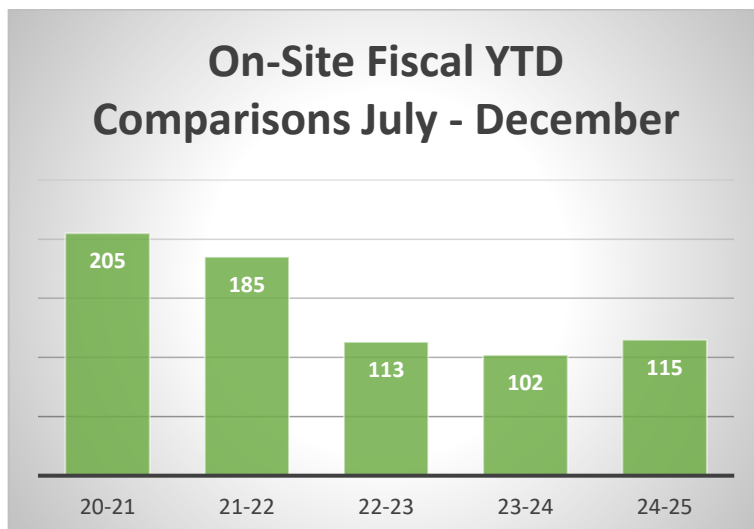
**On-Site:**

**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

