



# **CROOK COUNTY COURT AGENDA**

**Wednesday, August 16, 2023 at 9:00 am**

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

## **PUBLIC COMMENT**

## **CONSENT AGENDA**

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

- 1. Approve Minutes**
- 2. Order 2023-38, accepting a \$5,000.00 grant from the Ford Family Foundation**
- 3. Approval to renew existing service agreements with Egnyte**
- 4. Approval to renew existing service agreements with Nutanix**
- 5. Approval to renew existing service agreements with Kaseya**
- 6. Personal services contract with Parametrix to perform consulting services relating to an update to the County's Transportation System Plan (TSP)**

## **DISCUSSION**

- 7. Opposition to Truck Size and Weight Increases**

Requester: Jeff Hurd

## **ADMINISTRATOR REPORT**

## **COURT MEMBER UPDATES**

## **EXECUTIVE SESSION**

- 8. ORS 192.660(2)(f) To consider information or records that are exempt from disclosure by law, including written advice from your attorney.**

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

## **NOTICE AND DISCLAIMER**

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

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

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 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.

**CROOK COUNTY COURT  
MINUTES OF MAY 24, 2023  
BUDGET COMMITTEE MEETING**

**Be It Remembered** that the Crook County Court met in a Budget Committee meeting on May 24, 2023, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754. The purpose of the meeting was to discuss the budget for the fiscal year July 1, 2023, to June 30, 2024.

Court Members Present: Judge Seth Crawford, Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: None

Budget Committee Members: Steve Forrester, Bobbi Brooks, Steve Markel

Others Present in Person or Via Zoom: Legal Counsel Eric Blaine; Administration Executive Assistant Sarah Puerner; Clerk Cheryl Seely; Assistant Finance Director Christina Haron; Budget Analyst Jamie Berger; Director Sydney Chandler; Manager Levi Roberts; Andy Parks; Assessor Jon Soliz; Director Kim Barber; Director Will VanVactor; Director Joe Viola; Director Sarah Beeler; Assistant Library Director Sean Briscoe; Library Operations Manager Cindy York; Director Katie Plumb; Commander Bill Elliott; Chief Administrative Deputy Stephanie Wilson; District Attorney Kari Hathorn; Sheriff Gautney; Corrections Sergeant Andrew Rasmussen; Lieutenant Aaron Boyce; Treasurer Galan Carter; HD Mechanic Aaron Reinhart and Road Superintendent James Staniford.

**BUDGET COMMITTEE MEETING**

The meeting was **called to order May 24, 2023, at 9:00 a.m.**

Steve Markel opened the meeting.

Today's meeting included budget overviews from the following departments: General Fund, Internal Service Departments (Finance, HR, Legal Counsel, IT/GIS, Administration/County Court, Facilities), Natural Resources, Non-Departmental, Assessor's Office, Clerk's Office, Community Development, Health and Human Services, Veterans Services, Library, Juvenile Department, District Attorney's Office, Sheriff's Office, Road Department, Landfill, Fairgrounds, Airport and Weed Control. The meeting also included other budget presentations from: Capital Projects Fund, Capital Asset Reserve Fund, Debt Services Fund, and Closed Funds.

Assistant Finance Director Christina Haron and Budget Analyst Jamie Berger provided the Budget Committee with a PowerPoint presentation regarding the proposed budget for fiscal year 2024. The PowerPoint included a summary of each department's budget, resources and expenditures, any changes as well as any highlights to report.

Steve Markell opened the public hearing.

Galan Carter, County Treasurer, had a question regarding measure 114 implementation and asked where it stands currently. Budget Analyst Jamie Berger responded that the Sheriff's Office have added an office manager and a warrant's tech position to help handle the volume predicted for measure 114. There is no space until the Justice Center is completed.

The public hearing was closed.

There was no further discussion on behalf of the Budget Committee.

**MOTION** to move that the budget committee of Crook County, Oregon approve the budget for the 2023-2024 fiscal year as amended in the amount of \$154,606,000. Motion seconded. No further discussion. Motion passed 6-0.

**MOTION** to move that the budget committee of Crook County, Oregon approve property taxes for the 2023-2024 fiscal year in the amount of \$3.8702 per thousand of assessed value for the permanent tax levy in the amount of \$632,000 for the general obligation bond levy. Motion seconded. No further discussion. Motion passed 6-0.

Bobbi Brooks made a motion to adjourn the meeting. Jerry Brummer seconded the motion. No discussion. Motion passed 6-0.

There being no further business before the Court, the meeting was **adjourned at 12:10 p.m.**

Respectfully submitted,

**Sarah Puerner**



## AGENDA ITEM REQUEST

**Date:**

*August 8, 2023*

**Meeting date desired:**

*August 16, 2023*

**Subject:**

*Order 2023-38, accepting a \$5,000.00 grant from the Ford Family Foundation*

**Background and policy implications:**

*The Crook County Library applied for a grant for strategic planning, and has received an offer of \$5,000.00 in response. Under Crook County Code 3.12.045, only the County Court has authority to accept grants on behalf of the County, regardless of the dollar value.*

**Budget/fiscal impacts:**

*N/A*

**Requested by:**

*Eric Blaine, Crook County Counsel  
Eric.blaine@co.crook.or.us  
541-416-3919*

**Presenters:**

*N/A – Consent Agenda*

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

*Legal has reviewed the grant agreement and drafted the acceptance order.*

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

*N/A*



## Grant Agreement

20234329

The Ford Family Foundation is pleased to notify Crook County Library of the approval of a \$5,000.00 grant in support of Strategic Plan and Implementation 2024-2027. The grant period is August 01, 2023 through June 30, 2024.

### Grant terms and conditions:

1. Grant funds may only be used for the purposes as outlined in your grant application, and/or as detailed below. Funds may not be used to support or carry out lobbying or to influence legislation.

#### Special Use Information:

None

2. Funds will be disbursed according to the schedule below:

\$5,000.00 August 15, 2023

3. There are no financial conditions attached to this grant.
4. Please notify the Foundation if not all grant funds are expended. Any remaining funds should not be returned without confirmation from the Foundation as we may request a plan for using any remaining funds.
5. Please direct any questions, comments, or updates to the staff assigned to your grant, Yvette Rhodes at [yrhodes@tfff.org](mailto:yrhodes@tfff.org). Should there be a change in the scope of the proposed work, delays in the work, or a change in staffing that affects the proposed work, we ask that you notify the Foundation as soon as possible.
6. The following reports are required and should be submitted via the grantee portal (refer to this application in your grantee portal for specific details):

Final Report August 31, 2024

7. By accepting this grant, you confirm there has been no change to your organization's tax status. In the event there is a change in tax status, please notify the Foundation as soon as possible. In the event your organization loses its tax-exempt status, any unspent funds should be returned to the Foundation.
8. If your organization publicizes the work supported by this grant, you may acknowledge this grant as a gift from The Ford Family Foundation. However, we prefer that all credit and publicity be focused



## Grant Agreement

on your organization and the overall project without bringing unnecessary attention to the Foundation. For more information about our publicity policy, please contact your Program Officer.

On behalf of The Ford Family Foundation, I extend every good wish for the success of this project.

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

Anne C. Kubisch

President

On behalf of Crook County Library, the above terms and conditions are accepted and agreed to.

Signature:

DocuSigned by:  
A handwritten signature in black ink, appearing to read "Sarah Beeler".  
9744C6BEAE97451...

Name: Sarah Beeler

Title: Director of Library Services

Date: 7/13/2023

Request ID: 20234329

**This is an active grant. Please note the conditions below:**

**Special Use Information**

None

**Payments**

Payment	Scheduled Date	Status
\$5,000.00	08/15/2023	Paid

**Project Information**

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**Select Impact Area**

Select the Foundation's impact area that best aligns with your project.  
Refer to our website [www.tfff.org](http://www.tfff.org) for more info about our impact areas.

3. Community



**Please explain how your organization aligns with the area selected**

Crook County Library is an important community hub in rural central Oregon. From the library's partnership with the Latino Community Association to a community wellness walking partnership with Crook County on the Move, Crook County Library is the central hub for many capacity-building activities. Our current, but expiring, strategic plan has been a way to dovetail library services with community input. One goal was to make sure people with disabilities were able to access core library services. This was realized when our computer lab was renovated and height-adjustable desks were installed. Patrons using wheelchairs are able adjust the height of the computer desk to make their library experience comfortable and inviting! Another goal, the library will help youth in Crook County succeed and thrive, has been realized by offering fun and safe activities for youth ages 6-18. On Flag Day, a staff member called the local VFW and Band of Brothers club for Veterans. One member of the Band of Brothers dropped off a box of flags and 56 children attending storytime each received one! Over 50 youth programs will be offered this summer culminating in a party at Prineville Pool! Crook County Library activities bring community members together. Library programs are better because of great community partners! While most of the goals on the expiring strategic plan were achieved, it is time to plan for the future. We can't wait to listen to our community to see what the future holds.

**Project Title**

Name of Project/Event/Program

Strategic Plan and Implementation 2024-2027

**Brief Project Purpose**

Brief description of how the requested funds will be used

Crook County Library would like to hire Ruth Metz Associates, library consultant, to update our expiring strategic plan and gather and assess community input to form a new strategic plan for 2024-2027. Ruth will prepare the content for presentation materials and will engage the community in the strategic planning process by planning, organizing, publicizing, and encouraging the community to attend meetings. She will attend, facilitate, and present at community forums and will assess and incorporate community input into near term and far term planning.

**Request Amount:** \$5,000.00**Project Budget:** \$20,000.00

**Percentage of this request to the total project budget**

Please save the form after completing the Request Amount and Project Budget fields above to see this value.

25.0%

**Project Start Date:** 08/01/2023**Project End Date:** 06/30/2024**Ethnicity**

Ethnicity	Percentage (%)
White/Caucasian	87%
Latino/Latina	8%
Native American	2%
African American	1%
Asian/Pacific Islander	1%
Other	1%
Total	100%

**Age Groups**

Age Group	Percentage (%)
Ages 0-6	5%
Ages 7-18	20%
Ages 18+	75%
Total	100%

**Project Geographic Focus**

Please select a maximum of 5 geographic areas.

Crook County

## Additional Project Information

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### Funding Purpose

Select how funds will be used

Hire external consultant/trainer

If you are planning to hire a consultant/trainer/outside expert, who are you hiring and what will they be doing for you? If you will be sending staff to a conference/training, which conference/training will they be attending?

Crook County Library would like to hire Ruth Metz Associates for strategic planning and implementation for 2024-2027. Ruth will update the expiring strategic plan to create an action plan for 2024 and beyond. She will prepare the content for presentation materials at community engagement events. She will also engage the community in the strategic planning process by planning, organizing, publicizing and encouraging community members to attend meetings. Ruth will attend, facilitate and present at community forums and, after the meetings, assess community input and incorporate the information gathered into goals, initiatives and outcomes. She will help with additional input methods, as needed, such as community surveys and focus groups.

### Your Contributions

Describe the contributions (cash or in-kind) your organization has made to support this project.

The Crook County Library Friends will contribute \$2,000 in 2023. We are hoping The Ford Family Foundation will contribute \$5,000 for the project. The remaining balance will be paid from the Crook County Library budget, \$13,000.

## Anticipated Results

Tell us how you are defining success for this project. How will you measure it?

The new strategic plan will provide a list of realistic, clear and measurable outcomes. Through the strategic planning process, goals will be set based on community input from meetings held at locations throughout Crook County. The goals and initiatives born of the planning process will be used to create practical operational plans, staff assignments and to determine budget allocations for various line items. It will also be used as a guide for hiring decisions. A carefully crafted strategic plan will allow us to plan for the future with confidence knowing we are utilizing resources in the best and most efficient manner possible.

Sometimes the best advertising is positive word-of-mouth discussions, whether it is neighbor to neighbor or business owner to business owner. The process with Ruth Metz will facilitate these types of discussions. Crook County Library will be able to align financial and staff resources to the greatest extent possible with a strategic plan created by and for the community.

## Request Primary Contact

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The organization profile is Active. If you would like to review or update information in the Organization Profile, please click the following link.

If you are a grant writer, please contact the organization to update their profile.

## Use the Organization's Primary Contact

Please designate a primary contact in the **Organization Profile** before selecting this option.

Yes

**First Name:** Sarah

**Last Name:** Beeler

**Title:** Director

**Contact Email:** sbeeler@crooklibraryor.gov

**Contact Phone:** 541 447 7978 x314

**Select grant signatory**

Who is authorized to sign grant agreements on behalf of the organization?

Sarah Beeler sbeeler@crooklibraryor.gov

**Attachments**

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**Technical Assistance Attachments**

Please include one of the following attachments:

- Consultant Proposal or Contract (if applicable)
- Conference or Training Agenda (if applicable)
- Other Information (if applicable) Any other simple documents detailing the work (i.e. timeline, scope, etc.)

Ruth\_Metz\_Associates.pdf

427.3 KB - 06/23/2023 13:17

Total Files: 1

**Optional Supporting Documents**

Please upload any additional supporting documents that you would like to share.

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

**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF ACCEPTING A  
GRANT OF \$5,000.00 FROM THE  
FORD FAMILY FOUNDATION FOR  
STRATEGIC PLANNING AND  
IMPLEMENTATION FOR 2024-2027**

**ORDER 2023-38**

**WHEREAS**, County staff submitted an application to the Ford Family Foundation for grant funds for the Strategic Plan and Implementation 2024-2027; and

**WHEREAS**, the Strategic Plan and Implementation would require hiring Ruth Metz to update the expiring Crook County Library strategic plan to create an action plan for 2024 and beyond; and

**WHEREAS**, the Ford Family Foundation awarded a grant of \$5,000.00 in response to the County's application.

**NOW, THEREFORE**, the Crook County Court adopts the recitals above, and **ORDERS** and **DIRECTS**, based upon the above recitals, that the County accept the grant funds and directs staff to implement the Strategic Plan and Implementation 2024-2027 in accordance with the submitted application.

DATED this \_\_\_\_th day of August 2023.

CROOK COUNTY COURT

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Seth Crawford, Judge

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Jerry Brummer, Commissioner

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Brian Barney, Commissioner



# AGENDA ITEM REQUEST

**Date:**

August 1, 2023

**Meeting date desired:**

August 16, 2023

**Subject:**

Requesting Court approval to renew existing service agreements due Sept 2023

**Background and policy implications:**

This request is for Egnyte which gives us secure cloud storage for the DA evidence that needs to be available to defense teams and for health for death notices. It is also used as a secure FTP server on a small scale.

**Budget/fiscal impacts:**

Storage, user licenses and support at current amounts \$15,729.00 This amount is budgeted for the 2023-2024 year

**Requested by:**

Sydney Chandler

**Presenters:**

Sydney Chandler

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

N/A

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

N/A



## Renewal Order Form

Q-46688

Pricing expires: 8/25/2023

t (650) 968-4018 f (610) 968-4012 1350 W. Middlefield Rd Mountain View, CA 94043

### Customer and Order Details

**Customer:** County of Crook

**Primary Domain:** crook

**Sales Representative:** Molly Utigard

**Order Total:** \$15,729.00

**Renewal Subscription Term:** 9/23/2023 to 9/22/2024

\*If this Order Form is countersigned after the Renewal Subscription Term start date, the Services herein shall commence upon the date of final signature, and fees for the Renewal Subscription Term shall be billed pro-rata between the Prior Agreement (at the rate in the Prior Agreement) and this Agreement.

### Billing Contact Details

**Billing Contact:** Sydney Chandler

**Address:** 308 NE 2ND St  
Prineville, Oregon 97754-1912  
United States

**Billing Contact Email:** sydney.chandler@co.crook.or.us

**Phone:** 541-416-3930

### Payment Frequency and Terms

**Billing Period/Frequency:** Annual

**Payment Method:** Invoice

**Payment Term:** Net 30

**Payment Terms:**  
(as noted above)

An initial credit card charge, direct debit, or invoice, which is for the remainder of the current billing period, shall be issued upon Customer's signature on this Order Form. Thereafter, credit card charges, direct debits, or invoices shall be issued prior to the beginning of each billing period.

Product	Description	Qty	Sale Price	Term (Mo)	Total
Egnyte Platform Subscription – Enterprise Lite Plan	Egnyte Platform Subscription – Enterprise Lite Plan	30	\$37.45	12	\$13,482.00
Included Storage (TB)	Included online storage (TB)	4	\$0.00	12	\$0.00
Standard User - 5 Pack	Standard User - 5 Pack	7	\$26.75	12	\$2,247.00
Included Storage Sync or Turbo	Included Storage Sync or Turbo	2	\$0.00	12	\$0.00
Standard Support	<a href="https://www.egnyte.com/standard-support">https://www.egnyte.com/standard-support</a>	1	\$0.00	12	\$0.00
<b>TOTAL:</b>					<b>\$15,729.00</b>

Enterprise Lite Plan – Features Per Subscription Unit	Quantity
Power Users	1
Standard Users	1

### Additional Terms & Conditions

**1. Terms of Service.** This Order Form confirms details regarding the Services provided by Egnyte to the customer identified herein ("Customer"). The Services are provided pursuant to the terms and conditions in the following link: <https://www.egnyte.com/terms-and-conditions/10-2022>, which are incorporated herein by reference. These terms and conditions, plus the terms of this Order Form, constitute the complete agreement between the parties hereto regarding the purchase of the Services ("Agreement"). To the extent these terms and conditions conflict with this Order Form, the terms of this



Order Form are controlling. As of the Renewal Subscription Term start date listed above and following the execution of this Order Form by both parties, this Agreement shall supersede and replace the parties' services agreement for the domain(s) listed herein (the "Prior Agreement"), which shall become void and of no further legal effect (other than pre-termination fees).

**a. Auto-Renewal and Renewal Pricing.** Following the Renewal Subscription Term listed above and unless either party gives timely notice of non-renewal in line with Section 11.a of the Agreement, this Order Form shall automatically renew for successive Subscription Terms of the same length as the Renewal Subscription Term listed above, with pricing for each renewal increasing by 7.00%.

**b. Pricing for Additional Services.** Except for \$0 Services, Customer may purchase additional Services for the plan listed above at the unit sale price in the fee table above. If a non-\$0 unit sale price is not defined, additional consumption will be priced in accordance with the pricing in the link in Additional Term 5. The foregoing remains subject to the renewal price increase in Additional Term 1.a.

**2. Billing Contact.** Egnyte will correspond with the billing contact specified above on billing matters. Customer will promptly inform Egnyte in writing of any changes to the billing contact.

**3. Overages.** Any increase in Customer's consumption of Services above the then-current purchased Services shall set a new high-water mark in Customer's Services commitment for the remainder of the Subscription Term and constitute a commitment by Customer to pay for such increase for the remainder of the Subscription Term. Egnyte shall periodically review Customer's Account to check for overages and may bill Customer as of the date such overage occurred. Customer may not decrease its Services commitment at any point during the Subscription Term.

**4. Purchase Orders.** If Customer requires, for internal procurement purposes, a purchase order or purchase order number in conjunction with payment for a Services order, Customer shall present the purchase order or purchase order number to Egnyte at the time of such order (or within 14 days thereafter). Any terms in Customer's purchase order, in an accompanying email, or handwritten on this Order Form, shall be null and void and have no legal effect, and this section shall not derogate in any manner from Customer's payment obligations under the Agreement.

**5. Product-Specific Special Terms.** Should Customer purchase Services identified in the following link: <https://www.egnyte.com/product-specific-special-terms>, the corresponding special terms therein (including product limitations) shall apply. Any special terms listed therein for Services not purchased by Customer shall not apply. Subject to Additional Term 1.b, the following overage pricing for additional Services shall apply: <https://www.egnyte.com/overage-pricing>. Egnyte may update these links from time to time, provided that any such updates will only apply to Customer from the earlier of i. the date of signing of a new agreement with Egnyte, ii. the date of renewal of the Subscription Term of this Agreement, or, iii. solely for the purposes of overage billing, the date the overage occurs.

The signature below affirms Customer's commitment to pay for the Services ordered in accordance with the terms of the Agreement.

**ACCEPTED AND AGREED:**

**ACCEPTED AND AGREED:**

**"Egnyte"**

**"Customer"**

**Egnyte, Inc.**

**County of Crook**

By: Raghu Gangavathi

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

Name: Raghu Gangavathi

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

Title: Corporate Controller

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

Date: 7/26/2023

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

Deal  
Desk:

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PO Required?  
(check one):

Yes:

No:

If yes, add PO # (if  
no, add N/A):



## 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):**

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Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**SYDNEY CHANDLER,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMHW163	8/3/2023	NUTANIX RENEWAL	1212610	\$26,604.84

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Nutanix AOS Data Encryption - subscription license renewal + Production 24x</a> Mfg. Part#: R-SW-AOS-DATAENC-PRD Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)	1	6790209	\$2,503.96	\$2,503.96
<a href="#">Nutanix AOS Data Encryption - subscription license renewal + Production Sup</a> Mfg. Part#: R-L-CORES-DATAENC-PRD Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)	48	6790213	\$0.01	\$0.48
<a href="#">Nutanix AOS Data Encryption - subscription license renewal + Production Sup</a> Mfg. Part#: R-L-FLASHTIB-DATAENC-PRD Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)	42	6790216	\$0.01	\$0.42
<a href="#">Nutanix AOS Pro - subscription license renewal + Production Support - 1 lic</a> Mfg. Part#: R-SW-AOS-PRO-PRD Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)	1	6592713	\$19,436.36	\$19,436.36
<a href="#">Nutanix AOS Pro - subscription license renewal + Production Support - 1 CPU</a> Mfg. Part#: R-L-CORES-PRO-PRD Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)	48	6592715	\$0.01	\$0.48
<a href="#">Nutanix AOS Pro - subscription license renewal + Production Support - 1 TiB</a> Mfg. Part#: R-L-FLASHTIB-PRO-PRD Electronic distribution - NO MEDIA	42	6592716	\$0.01	\$0.42

**QUOTE DETAILS (CONT.)**

Contract: Oregon IT Hardware VAR Contract (5603)

**NUTANIX HARDWARE RENEWAL SUPPORT**

1 6072643 \$1,554.24 \$1,554.24

Mfg. Part#: RS-HW-PRD-ST

Electronic distribution - NO MEDIA

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

**NUTANIX HARDWARE RENEWAL SUPPORT**

1 6072643 \$1,554.24 \$1,554.24

Mfg. Part#: RS-HW-PRD-ST

Electronic distribution - NO MEDIA

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

**NUTANIX HARDWARE RENEWAL SUPPORT**

1 6072643 \$1,554.24 \$1,554.24

Mfg. Part#: RS-HW-PRD-ST

Electronic distribution - NO MEDIA

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

**SUBTOTAL** \$26,604.84**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$26,604.84****PURCHASER BILLING INFO****DELIVER TO****Billing Address:**CROOK COUNTY  
FINANCE DEPT  
422 NW BEAVER ST  
PRINEVILLE, OR 97754-1838  
**Phone:** (541) 447-4160  
**Payment Terms:** NET 30-VERBAL**Shipping Address:**CROOK COUNTY  
FINANCE DEPT  
422 NW BEAVER ST  
PRINEVILLE, OR 97754-1838  
**Phone:** (541) 447-4160  
**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515**Sales Contact Info****Tyler Leedy** | (877) 885-4399 | [tyler.leedy@cdwg.com](mailto:tyler.leedy@cdwg.com)**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$26,604.84</b>	<b>\$719.66/Month</b>	<b>\$26,604.84</b>	<b>\$829.27/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

## Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration.

Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

## Need Help?



My Account



Support



Call 800.800.4239

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## 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):**

/

**Prepared By:** Valentina Rivera  
**Date:** 03-Aug-2023  
**Quote Valid Until:** 02-Sep-2023  
**Payment Terms:** Upon Receipt

**Bill To:**  
Sydney Chandler  
Crook County  
422 NW Beaver St  
Prineville, OR 97754-8054  
United States

**Ship To:**  
Sydney Chandler  
Crook County  
422 NW Beaver St  
Prineville, OR 97754-8054  
United States

Annual										Start Date: 01-Oct-2023
SKU	Name	Billing Frequency	Effective Dates	List Price	Discount	Effective Price	Quantity	Price Per Period	Term	Total
S-CLD-AUTH-ENT-2FA-250	AuthAnvil Enterprise 2FA 250	Annual	01-Oct-2023-30-Sep-2024	1,060.90	31%	732.02	1	732.02	1 Years	732.02
Ship To: Sydney Chandler										
S-ONP-K3-3PP	VSA Software Management: 3rd-Party Patching and Deployment	Annual	01-Oct-2023-30-Sep-2024	6.12	45.13%	3.36	525	1,762.95	1 Years	1,762.95
Ship To: Sydney Chandler										
S-ONP-K3-PRO	Kaseya VSA Professional Edition - On-Prem	Annual	01-Oct-2023-30-Sep-2024	67.40	77.46%	15.19	525	7,975.54	1 Years	7,975.54
Ship To: Sydney Chandler										
S-CLD-BMS-COR	Kaseya BMS	Annual	01-Oct-2023-30-Sep-2024	708.00	100%	0.00	4	0.00	1 Years	0.00
Description: Kaseya Business Management Solution Cloud-Based PSA (per seat)										
Ship To: Sydney Chandler										
S-CLD-ITG-ENT2	IT Glue - Enterprise (2021)	Annual	16-Aug-2024-30-Sep-2024			538.20	5	2,691.00	1 Years	2,691.00
Description: IT Glue - Enterprise (2021)										
Ship To: Sydney Chandler										
SubTotal:										USD 13,161.51

## Comprehensive. Integrated. Cost-Effective

Kaseya is a leading provider of IT and Security management solutions For managed service providers (MSPs) and small to medium sized Businesses (SMB's). To learn more visit [www.kaseya.com](http://www.kaseya.com)





**Annual Amount :USD 34,867.76**

**Total Quote Amount: USD 34,867.76**

*\*Applicable Taxes will be applied upon invoicing*

*\*\*Terms < 1 may reflect higher price per period than Total Quote Amount*

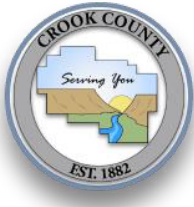
By clicking the "I Accept this Quote" button below (or accepting this Quote through any other means), I confirm that: (i) I am placing an order for the products and services described in the Quote; (ii) the use, purchase, distribution or other activities related to the products and services, as well as any related relationship with Kaseya, is subject to the Kaseya Master Agreement, which can be found at <https://www.kaseya.com/legal/kaseya-master-agreement/>; (iii) I hereby agree to the terms and conditions of the Kaseya Master Agreement (iv) and, any other terms or conditions, such as those on my purchase order or other document that is not sent by Kaseya, will not apply and will have no force or effect.

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## AGENDA ITEM REQUEST

**Date:**

August 8, 2023

**Meeting date desired:**

August 16, 2023

**Subject:**

Personal services contract with Parametrix to perform consulting services relating to an update to the County's Transportation System Plan (TSP).

**Background and policy implications:**

The project described in the scope of work in the contract includes critical updates to ensure our transportation system is planned for continued growth in Crook County. The project will include, but is not limited to, review and prioritization of capital improvement projects, updates to priorities for Hwy 126 corridor, review alternative access for Juniper Canyon, and review of safety needs. A complete description of the project is included in the scope of work attached to the contract.

**Budget/fiscal impacts:**

The proposed budget for the project \$204,949 plus up to an additional \$27,794 for potential contingencies. Crook County Community Development Department has \$200,000 budgeted for the TSP update. Public Works has some funds budgeted for related work.

**Requested by:**

Will Van Vactor  
will.vanvactor@crookcountyor.gov | 541.447.3211

**Presenters:**

Will Van Vactor  
Andy Parks

**Legal review (only if requested):****Elected official sponsor (if applicable):**

# Community Development Department

Mailing: 300 NE Third St., Prineville, OR 97754 ☐ Phone: 541-416-3919  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 ☐ Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: Will Van Vactor, Director

DATE: August 9, 2023

SUBJECT: Personal Services Contract with Parametrix

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### Background

To ensure the transportation system in Crook County is planned to accommodate continued growth, the Crook County Court has asked that the 2017 Transportation System Plan (TSP) be updated. The project will include, but is not limited to, review and prioritization of capital improvement projects, updates to priorities for Hwy 126 corridor, review and identification for alternative access for Juniper Canyon, and review of safety needs. The "Scope of Work" included in the personal services contract includes a complete description of the project and associated tasks.

### Personal Services Contracts

Personal services contracts are not public contracts under ORS 279A, 279B, and 279C or Title 3 of the Crook County Code. Per CCC 3.12.110(2), the following are personal services contracts:

- (i) Contracts for services performed as an independent contractor in a professional capacity, including, but not limited to, the services of an accountant, attorney, architectural or land use planning consultant, physician or dentist, registered professional engineer, appraiser or surveyor, aerial photographer, timber cruiser, data processing consultant or similar professional;
- (ii) Contracts for services as a consultant;
- (iii) Contracts for services of a specialized, creative and research oriented, noncommercial nature;
- (iv) Contracts for a trade-related activity, even though a specific license is required to engage in the activity, when the value of such contract is less than \$2,500. Examples are repair and/or maintenance of all types of equipment or structures.

Crook County seeks to retain a professional transportation consultant to update the TSP. The contract for services relating to the TSP update will not be for a product (e.g., stop signs or trees), to supply labor on an ongoing basis, or for a trade-related activity.

### **Parametrix**

Parametrix is a consulting firm that provides multidisciplinary services in transportation, environmental planning and compliance, water, and community building. Parametrix is currently working with the City of Prineville and ODOT to prepare an updated TSP for Prineville. Thus, Parametrix has experience with, and knowledge of, the community's current transportation facilities. For example, as part of the TSP update for the City of Prineville, Parametrix has reviewed the Hwy 126 Corridor Plan, the current Crook County TSP, and the Crook County Comprehensive Plan. Given the status of the Prineville TSP, Parametrix has current knowledge of the status of many of the transportation facilities that will be reviewed as part of Crook County's TSP update project.

### **Recommendation**

For the above reasons, it is recommended that Crook County enter a personal services contract with Parametrix to complete the TSP update. The proposed base fee for the services is \$204,949 with potential contingencies for an additional \$27,794.

## PERSONAL SERVICES CONTRACT

CONTRACTOR: Parametrix Inc. DATE: 8/7/2023

ADDRESS: 700 NE Multnomah St. Ste. 1000 Portland OR 97232  
Street Address City State Zip

PHONE NUMBER: (503) 416-6868 EMAIL: RFarncomb@parametrix.com

The signing of this Contract ("Agreement") by \* (hereinafter "Contractor") and Crook County, a political subdivision of the State of Oregon (hereinafter "County"), authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The services as described on Exhibit D to this Agreement are to be provided by Contractor in connection with a Project identified as follows: Development of an updated Transportation Systems Plan.
2. DURATION: This Agreement shall run from August 16, 2023 ("effective date") through December 31, 2024, unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: Contractor will perform the services as described on Exhibit D attached hereto.
4. FEE FOR SERVICES: Contractor's fee for the services will be based on a time and materials basis as described in Exhibit G with a total compensation not to exceed \$204,949.00.
5. EXTRA SERVICES: Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. EXHIBITS: The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

Independent Contractor Status	(Exhibit A)
Conformance with Public Contract Law	(Exhibit B)
Oregon Tax Law Compliance	(Exhibit C)
Scope of Services	(Exhibit D)

7. SUBMITTAL OF W-9 BEFORE PAYMENT: Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
8. CONTRACTOR STATUS. By its execution of this Agreement, Contractor certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all

performance of any labor or services required to be performed by Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit A attached hereto and incorporated herein by this reference.

9. TAX DUTIES AND LIABILITIES: Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor and as more specifically set forth in Exhibit C.
10. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
11. CONFIDENTIALITY: During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
12. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
13. PAYMENT BY COUNTY: County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
14. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from negligent, reckless, or intentional activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the negligent, reckless, or intentional acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the County connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether negligent, reckless, or intentional act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or

inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.

## 15. INSURANCE.

15.1 GENERAL INSURANCE. The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this Section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

15.2 WORKERS' COMPENSATION. Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.

15.3 EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.

15.4 NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE. The certificate of insurance shall contain a requirement that the Insurance Company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Contractor shall provide written notice to the County within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

15.5 EQUIPMENT AND MATERIAL: The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

15.6 SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.7 EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. CONFORMANCE WITH OREGON PUBLIC CONTRACTS LAW (ORS CHAPTER 279): Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A," "B," and "C" attached hereto and incorporated herein by this reference.
17. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
18. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
19. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
20. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
21. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
22. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable



control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

23. ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT: In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
24. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
25. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
26. TERMINATION:
  - (a) Either party may terminate this Agreement after giving ninety (90) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ninety (90) day period after notice of intent to terminate without cause has been given;
  - (b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
  - (c) Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

27. RIGHTS IN DATA: All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which Page 33

are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.

28. NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
29. FEDERAL EMPLOYMENT STATUS: In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
30. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
31. GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
32. SEVERABILITY: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
33. ACCESS TO RECORDS: County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
34. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
35. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
36. COUNTERPARTS: This Personal Services 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.

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

**For Contractor**

Parametrix, Inc.

By: \_\_\_\_\_  
Signature  
Richard Roché  
\_\_\_\_\_  
Printed Name  
Title: Sr. Vice President  
\_\_\_\_\_  
Date: 8/8/2023  
\_\_\_\_\_

**For Crook County**

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **Independent Contractor Status**

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least five of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
  - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

## **EXHIBIT "B"**

### **Crook County Public Contracts Conformance with Oregon Public Contractors Laws**

**Pursuant to Oregon law, every public contract shall contain the following conditions:**

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, 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. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, 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 hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

**If this agreement is for a public improvement, the contract shall contain the following conditions:**

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).

- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the 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 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, 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. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract 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. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, 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. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of subcontracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.  
If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the County, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.  
If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the Contractor shall immediately notify subcontractor of the condition.

#### FEDERAL AGENCIES

Department of Agriculture  
Forest Service  
Soil Conservation Service  
Department of the Army Corps of Engineers  
Coast Guard  
Department of Health and Human Services  
Department of the Interior  
Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Outdoor Recreation  
Department of Commerce

Fish and Wildlife Services  
Office of Surface Mining  
Reclamation and Enforcement  
Bureau of Reclamation  
Department of Labor  
Occupational Safety and Health Administration  
Mine Safety and Health Administration  
Department of Transportation  
Federal Highway Administration  
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture  
Department of Energy  
Department of Environmental Quality  
Department of Fish and Wildlife  
Department of Forestry  
Department of Geology and Minerals

Department of Human Services  
Land Conservation and Development Commission  
Division of State Lands  
State Soil and Water Conservation Commission  
Water Resources Department  
Oregon Department of Transportation

LOCAL AGENCIES

Planning Commission, Crook County  
Environmental Health, Crook County

Community Development Department, Crook County  
Crook County Court

- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

**If this agreement is for demolition, the contract shall also contain the following conditions:**

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

## **EXHIBIT "C"**

### **Oregon Tax Laws Compliance and Certification**

#### **A. Contractor's Compliance with Tax Laws.**

1. Contractor must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services / replacement Goods / a replacement Contractor.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

#### **B. Contractor's Representations and Warranties.**

Contractor represents and warrants to County that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Contractor's October 4, 2019 Scope of Work for this Contract, faithfully has complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;



- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

2. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc., delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## **Exhibit “D”**

### **Scope of Services**

#### **PROJECT DESCRIPTION AND OVERVIEW OF SERVICES**

Agency is contracting with Consultant for Services in connection with the following project (the “Project”): “Crook County Transportation System Plan Update”.

Crook County updated its Transportation System Plan in 2018 with an emphasis on multimodal services and general policies. Since that time, growth throughout Central Oregon, and particularly within Prineville, Redmond, and Bend have continued to impact Crook County facilities. Projects that were previously identified within the County’s Transportation System Plan as mid- or long-range projects have become a more critical focus with the County Board of Commissioners and the public, along with increased priority for life-safety and emergency access needs in various portions of the County. Key outcomes of this work include the following:

- Review capital projects in current TSP and update with a Capital Improvement Plan (“CIP”) with a proposed project hierarchy (High, Medium, Low) and associated planning level cost estimates.
  - The capital projects analysis will include capacity adding projects deemed necessary through a capacity analysis for a 2045 horizon year.
  - The CIP will include modernization projects (improving substandard roads to County standard) which identify facilities to be improved based upon an established criterion.
  - The CIP will include safety projects as identified in the analysis, via incorporation of other safety studies (TSAP, etc), or otherwise identified through the TSP process (public input, staff consultation, etc.).
  - The CIP will include bridge replacement, modernization, and major maintenance projects deemed necessary through the horizon period.
  - The CIP will include a special category of projects eligible for Federal Lands Access Project funding (<https://flh.fhwa.dot.gov/programs/flap/>)
- Review and update priorities for the OR 126 corridor, County-owned portion of the Powell Butte Highway, Millican Road, and other key parallel and connecting roads within Crook County between Redmond and Prineville. Develop a prioritized improvement plan to address safety, capacity, and accommodate planned tourism/recreation, population, and employment growth.
- Review the Juniper Canyon area and develop near-term options for alternative emergency access. Develop strategies to increase the longer-term access resiliency of Juniper Canyon Road and prioritize alternative routes for area residents and tourists, considering multiple travel routes/directions.
- Develop and prioritize projects in a means that will allow the County to explore a diverse range of funding options either through this TSP or as follow-on items.
- Review Countywide safety needs through a Transportation Safety Action Plan. This work will be informed by review of historical crashes throughout the County, and prioritized focus areas spanning messaging, maintenance, “hotspot” treatments, or other corridor improvements as appropriate. This work will include an emphasis on the Powell Butte area.
- Develop a tabular summary list of identified projects listed by timing/priority, whether or not the project increases capacity, estimated planning-level costs for each project, and anticipated funding sources.
- Integrate County plans with the priorities and needs identified within the City of Prineville’s on-going Transportation System Plan update.

#### **TASKS, DELIVERABLES AND SCHEDULE**

## Task 1: Project Management

The purpose of this task is to provide the foundational project management tools necessary for successful development of the Updated TSP, allowing County project management staff to remain apprised of the process, aware of key decisions and trade-offs, and focus the overall work efforts on priority issues within the designated time and budget.

### 1.1 Committee Roster

Crook County will establish and prepare Committee Rosters for a Project Advisory Committee (PAC). The primary role of the PAC will be to ensure that the TSP Update efforts are coordinated with surrounding transportation service providers and adjacent work efforts, comply with technical specifications and standards, and provide the necessary coordination required by the Transportation Planning Rule; ensure that area stakeholders and interests are represented within this process, and that Crook County residents and their representatives are able to steer the plan outcomes based on decisions that are informed by the technical work.

With the County Planning Director's discretion, the PAC will be representative of the following providers, agencies, and interests:

- Crook County Public Works Director
- City of Prineville Public works/Engineering representative(s)
- City of Prineville Planning representative(s)
- Deschutes County Transportation Planning/Engineering representative
- Public safety (Crook County Sheriff and Crook County Fire and Rescue)
- Representative from Crook County Health Department
- Representative from Central Oregon Intergovernmental Council (Cascades East Transit)
- Oregon Department of Land Conservation and Development - Regional Representative
- ODOT Regional planner (to include transit, district roadway, access, and other departments as coordinated through the ODOT representative)
- Local freight industry
- Local businesses (Chamber of Commerce, Economic Development of Central Oregon, others)
- Prineville Airport
- Crook County School District
- Crook County Parks and Recreation District
- Agricultural Community Representative
- Bicycle and pedestrian Representative
- Older adults Representative

Other members may be invited to participate in individual meetings or throughout the TSP Update as necessary at the discretion of the County Project Manager.

The PAC will be open to the public, and others may be invited to participate in individual meetings or as representatives of specific interests. Consultant shall collaborate with County to finalize the committee roster.

### 1.2 Kickoff Meeting

Consultant shall facilitate a Kickoff Meeting (online) to review project objectives, processes and timelines. Consultant shall schedule the Kickoff Meeting within 2 weeks of the Notice to Proceed ("NTP"). Consultant shall provide an agenda to attendees at least 2 business days prior to the Kickoff Meeting Conference Call and provide a meeting summary to attendees no later than 1 week following the Kickoff Meeting.

### **1.3 Check-in Calls**

Consultant shall arrange up to 16, one-hour online meetings with the County Project Manager both scheduled and as required to address specific issues. Dates and times of scheduled teleconferences will be determined at the Kickoff Meeting Conference Call. Consultant shall develop an agenda for each teleconference and shall disseminate the agenda to the County Project Manager no later than the evening prior to the teleconference. Consultant shall develop a teleconference summary and distribute to attendees no later than 2 business days following each teleconference.

### **1.4 Project Website**

County will develop the Project website, with Crook County providing links within its website to the page and updating the website periodically. The Consultant shall provide initial website content, as well as meeting notices and schedule, draft and final technical memorandum, maps and design concepts in coordination with the County to populate the website. Project website updates must occur monthly or more frequently as new materials become available.

### **1.5 Refined Project Schedule**

Consultant shall prepare a refined Project schedule and deliver it to the County Project Manager within 2 weeks after the Kickoff Meeting Conference Call. Refined schedule must ensure reasonable timelines for County staff to provide data necessary to Consultant to complete their reviews. Refined Project Schedule must show the initial PAC meetings and identify dates for up to 4 PAC meetings. Consultant shall update the Refined Project schedule up to two times during the project.

### **1.6 Progress Report and Invoicing**

Consultant shall submit monthly invoices and progress report for the duration of the project (12 invoices total). The progress report must include general updates on each of the active tasks, expenditures and remaining budget, and information/forecasting of deliverables and next steps of sufficient detail to allow County staff to remain apprised of the project status. This task includes coordination time with subconsultants to review and process their invoices as well.

#### **Task 2: Public Involvement and Outreach**

**Objective:** Develop a Public Involvement Plan, distribute Project information to citizens, solicit input, seek out and facilitate the involvement of those potentially affected, including federal Title VI communities.

### **2.1 PAC Meetings**

Consultant shall conduct PAC Meetings as scheduled by the County. Consultant shall develop presentation materials and submit to County Project Manager two weeks prior to each meeting and final materials submitted 3 business days before each meeting. The PAC meetings must be held up to 4 times each throughout the Project, as determined by County Project Manager. Meetings are expected to last up to 2 hours. All meetings will be hosted both in-person and virtually unless otherwise determined by the County project manager. Up to two consultant staff shall attend each meeting; it is assumed that two consultant staff will be in person at all four meetings and one consultant staff attending by phone (3 total).

### **2.2 Project Flyers**

Consultant shall prepare 2 information sheets to identify work performed to date, work to be done, upcoming meetings, public website links, and points of contact in advance of the Public Workshops. The information sheets must be a single-page (or two-page double-sided), color information sheet provided to the County for distribution to key stakeholders and partnership agencies. County shall send a notice and link to the Project website to County residents through available notification means.

### **2.3 Public Project Presentations**

The County shall schedule and the Consultant shall conduct Public Project Presentations summarizing key Project elements and alternatives for each of the major discussion topics:

- OR 126 Safety and Mobility
- Juniper Canyon Emergency Routes and Resiliency
- General TSP Update

Consultant shall prepare presentations, present materials, and be prepared to answer questions. Presentations must be held on a weekday evening and must offer the opportunity for community members to bring their children. County shall identify locations that are sufficient to meet the needs of the community with adequate ADA access. Meetings may require online access.

### **2.4 Public Involvement Plan**

Consultant shall develop a Public Involvement Plan that outlines the timing and methods to be used for public involvement over the life of the Project. Consultant must log all comments received from the public to include the submitter's name and contact information (if provided). The Public Involvement Plan will identify Title VI and Environmental Justice populations located in the study areas and address how the plan process will ensure these groups are represented in the process.

## **Task 3: Plans and Policy Review**

**Objective:** Assess existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of an updated TSP and key TSP Update issues. This task will leverage the literature review conducted as part of the City of Prineville's TSP with specific emphasis on County infrastructure, funding, and needs.

### **3.1 Background Documents**

The following documents/information will be included within the literature review, with a summary of key elements that pertain to this planning effort. Review of standard reference materials will include discussion of the relevance these plans have on Crook County's transportation planning.

Highly relevant plans:

- Adopted Crook County TSP, with specific emphasis on the priority projects and needs identified within the current plan
- Crook County (and City of Prineville) Zoning/Comprehensive Plan
- Deschutes County Zoning/Comprehensive Plan
- OR 126 Highway Plan (detailed review of the prior land use assumptions and comparison of travel projections to current volumes)
- City of Prineville TSP (2013) and Priorities for TSP Update
- Deschutes County TSP Update (2023)

- City of Prineville Road Standards
- Prineville Airport Master Plan
- County's current and historical budget for transportation maintenance and improvements
- Cascades East Transit Regional Transportation Plan
- Central Oregon Large Lot Industrial Land Needs Analysis
- Crook County school expansion plans, improvement bond priorities, and Safe Routes to School Plans
- Blueprint for Highway Design

Broader statewide policies/standards:

- OAR chapter 734 division 051 (ODOT – Highway Division – Highway Approaches, Access Control, Spacing Standards and Medians)
- Oregon Highway Plan (as amended)
- Oregon Public Transportation Plan
- Oregon Rail Plan
- Oregon Bicycle/Pedestrian Plan
- Statewide Planning Goals (including TPR amendments adopted in December 2011)
- Statewide Transportation Improvement Program
- ODOT Highway Design Manual

### **3.2 Draft Technical Memorandum #3: Plans, Policy, Trends, and Funding Review**

Consultant shall update the technical memorandum prepared for the Prineville TSP to include relevant documents from 4.1 that were not already reviewed. Draft TM #3 is intended to guide later decisions regarding selection of preferred alternatives and necessary amendments to pertinent document and regulations. Draft TM #3 must review and summarize the applicability of the background documents identified in Task 3.1 to the Updated TSP and particularly toward the key transportation issues. Consultant shall provide discussion on current economic, land use, housing, and related trends that influence transportation planning as part of this memo.

Consultant shall submit draft TM #3 to the County Project Manager for initial review and distribution. County Project Manager will provide comment set back to the consultant team for review, integration, and preparation of a Final TM #3.

### **3.3 Draft and Final Technical Memorandum #4: Goals, Objectives, Evaluation Criteria**

Consultant shall review the 2018 TSP goals, objectives, and evaluation criteria. Consultant shall prepare revised goals and objectives, as well as a new set of succinct evaluation criteria that will be used to evaluate new projects and programs. Revisions to the 2018 goals and objectives will be presented in underline and ~~strikeout~~ to indicate proposed changes. Goals, objectives, and evaluation criteria serve as the basis for the needs analysis, policy and ordinance development, and Project selection.

Consultant shall submit draft TM #4 to County Project Manager for initial review and distribution. County Project Manager will provide comment set back to the consultant team for review, integration, and preparation of a Final TM #4.

Task 4: Transportation System Inventory and Needs Analysis

**Objective:** Update baseline information in the 2017 TSP to reflect the current County transportation system safety and operational characteristics; identify opportunities, deficiencies, with an analytical approach tailored to define the key issues within Crook County.

#### **4.1 Methodology Memorandum**

County staff shall convene a meeting with ODOT TPAU and R4 Traffic to discuss the project prior to drafting the methodology memo.

Consultant shall then prepare and submit a Methodology Memorandum for existing conditions, future conditions, alternative analysis to the County and TPAU. This memorandum shall include a proposed analysis scope for the operations and safety review, identifying key locations along primary travel corridors (OR 126, US 26, OR 370, OR 380, Houston Lake Road, Powell Butte Highway, etc.) that will be assessed in more detail. It is assumed that this will include operations analysis of up to 12 critical intersections and assessment of up to 12 roadway segments.

Consultant shall obtain approval of the methodology from Crook County, ODOT TPAU and the Region 4 Traffic Section prior to beginning the analysis. The Methodology Memorandum must be attached to draft TM #3 as an Appendix.

#### **4.2 Draft Technical Memorandum #3: Transportation System Inventory and Needs Analysis**

Consultant shall prepare draft TM #3, updating the inventory memo included in the original 2018 TSP as needed. Consultant shall develop an annotated outline of TM#3 that describes the elements to be included and updated, and seek County review approval of the outline prior to continuing work. Since the 2017 TSP already reflects much of the required information within the TPR, this inventory is intended to focus on the key County issues.

##### **4.2.1. Update 2017 System Inventories**

Consultant shall update/validate the 2017 TSP inventory of the existing transportation system within the Project Area with an emphasis on the key issues. Updated inventories must be presented in tabular format or maps, with a simple and concise accompanying narrative. Coordination between Consultant and County is vital to ensure a comprehensive inventory. The Consultant shall gather data only where specifically stated.

Inventory must include the following elements, as available:

##### **A. Lands and Population Inventory**

Consultant shall review the population and employment projections used within the prior TSP Update. As the prior analysis assumed a generalized growth rate and only studied a limited portion of the OR 126 corridor, this update will be coordinated with the City of Prineville's TSP update and travel demand model development, calibrated for the level of resort and regional growth determined through the advisory committee process. The inventory will be based on data assembled by County that may include:

1. in-process, developed, undeveloped, under-developed, and undevelopable lands
2. zoning, both current and planned
3. natural resources and environmental barriers
4. Major activity centers and attractions (recreational areas, destination resorts, etc.)
5. location of minority and transportation-disadvantaged populations (based on available Census data)

6. historic and projected population growth patterns

## **B. Traffic Volumes**

Consultant shall conduct data collection efforts throughout the study area, to capture current traffic volumes throughout the Project area. These should be scheduled to capture key issues, such as school conditions within the Powell Butte community, or summer recreation within the Juniper Canyon area. The scheduling of the data collection efforts should be coordinated with the County Project Manager. Traffic counts collected for this project effort are expected to include a combination of turning movement counts (which will typically assess 2:00 to 6:00 p.m. conditions to capture area schools, destination resort trips, and construction traffic), but may also include 24-hour counts or morning counts as appropriate. Consultant shall collect PM peak 4-hour counts (2-6 PM, 15 minute intervals) at up to 12 intersections and 24 hour counts at up to 12 segment locations.

Traffic count locations and time periods will be identified by the consultant team as part of the Methodology Memorandum.

## **C. Road System Inventory**

Consultant shall update the 2017 inventory of existing road system characteristics in the County as necessary and based on changes since the prior TSP to establish a baseline for comparison with future needs. The inventory must be based on GIS data, as available, provided by ODOT and County. Road system inventory will include:

1. facility functional classifications for State Highways and County streets
2. jurisdictional responsibility for state and County streets
3. state highway log data
4. geometry for Project Area intersections (Consultant shall assemble)
5. number and width of study intersection lanes (Consultant shall assemble)
6. Traffic control locations (Consultant shall assemble based on County and ODOT input)
7. posted speed limits
8. pavement types and conditions
9. street locations on the County system
10. park and ride locations
11. right of way widths
12. Intelligent Transportation System facilities
13. intermodal connections and facilities
14. national, state, regional, and local freight and motor carrier routes
15. national highway system facilities

The County shall inventory public bridge/culverts and provide Consultant with a brief summary of conditions using the ODOT Bridge Management System per Task 4.2.2. (E). H

## **D. Public Transportation Inventory**

Consultant shall update the 2017 inventory of public transportation options based on current work efforts in collaboration with Cascades East Transit related to regional transit service, planned system improvements, and available connections to transit. Information within this inventory should include the following:

1. The routes and circulation



2. Location of bus stops, shelters and stations
3. Frequency and span of service
4. Ridership levels by route and stops
5. Connectivity with other transit facilities
6. Paratransit demand, accessibility, and community need

The inventory and public transit must be coordinated with the City of Prineville and Cascades East Transit to identify future regional transit plans being prepared for the County, and how these are integrated with regional transit service.

#### **E. Rail Inventory**

The Consultant shall update the rail system inventory based on information available, including:

1. type of service (passenger or freight)
2. owner/operator of rail line
3. location of rail lines and terminals
4. proximity to the highway
5. classification of the lines
6. number of trains/schedule
7. industries served and commodities handled
8. track conditions
9. train speeds
10. map of railroad crossings and describe associated problems (condition, sight distance, bicycle and pedestrian facilities)
11. road impact if service is discontinued
12. potential for rail banking, trail use, or public use

#### **F. Bicycle/Pedestrian Inventory**

As discussed and determined following consultation with County project manager, consultant shall update the inventory bicycle and pedestrian system characteristics to provide a comprehensive portrait of multi-modal infrastructure and overall interconnectedness between these modes. The inventory must be based on data provided by the County and ODOT in GIS format, including:

1. Review of recreational attractions and pedestrian and bicycle generators within the County;
2. bicycle facility types, including trails, locations, geometry, conditions, and use and potential for connecting with bicycle facilities identified in the City of Prineville's draft TSP;
3. pedestrian facility types, locations, geometry, and use and potential for connecting with pedestrian facilities identified in the County's TSP;
4. consistency of facilities with state/regional standards
5. commute/recreational use of bicycle facilities
6. commute/recreational use of pedestrian facilities
7. location/trip characteristics of major bicycle/pedestrian generators

#### **G. Air Transportation Inventory**

The Consultant shall summarize existing data and update the data to reflect changes in the Air transportation system, as available, to include:

1. airport location and use
2. airport imagery surfaces
3. airport protected surface area
4. runway length/condition
5. surrounding land uses/zoning
6. types of service

It is assumed that most of this information will be provided as part of the City TSP preparation.

#### **H. Freight Inventory**

The County shall provide Consultant current freight demand data, including:

1. Freight demand volumes along ODOT and County facilities
2. Freight delivery data
3. Identified freight routes
4. Oversized load permits

#### **4.2.2. Existing System Conditions Analysis**

Consultant shall analyze current conditions and identify deficiencies of the transportation system based on policies, standards, goals and objectives developed previously. Analysis must be of facilities identified in Task 5.2.1.B (and the methodology memorandum) and must include:

##### **A. Intersection Operations Analysis**

Consultant shall perform traffic analysis of the County's transportation system and identify existing deficiencies. Consultant shall collect traffic counts at study intersections and segments as determined collaboratively with the PMT.

Operational analysis must include:

1. Volume-to-Capacity ratio
2. Level-of-service
3. Delay
4. 95<sup>th</sup> percentile queuing (not simulation-based)
5. Turning Movements

Analysis of existing systems must be performed consistent with the approved Methodology Memorandum. All analyses must focus on the weekday evening commute period conditions unless otherwise discussed and agreed with the County and County Project Manager. Consultant shall perform analysis at up to twelve key intersections/roadways in the County.

##### **B. Two-lane Highway Capacity Analysis**

Consultant shall perform two-lane highway capacity analysis where tube count data is collected on up to 12 roadway segments, using Highway Capacity Manual 6<sup>th</sup> Edition methodologies or information from the October 2017 *Simplified Highway Capacity Calculation Method for the Highway Performance Monitoring System*, published by the FHWA. The analysis is intended to highlight the sufficiency of current roadway sections to support travel demands.

### **C. Active Transportation Analysis and Multimodal Opportunity GIS Maps and Memorandum**

Based on the literature review findings and project goals/objectives, consultant shall prepare a discussion of the multimodal plans within the 2017 TSP and whether updates are required. It is assumed that much of the prior TSP will be carried forward within this update, with modifications to link with the City of Prineville's ongoing TSP update and other plan/policy changes.

### **D. Crash Analysis / Transportation Safety Action Plan**

Consultant shall obtain the most recent crash data available including data from at least five years from ODOT's Crash Analysis & Reporting Unit for all of Crook County. Consultant shall assemble an inventory and identify County-wide crash patterns (school zone, alcohol-involved, weather, surface, light conditions) in the history of collisions on the transportation system among all users (e.g., vehicles, pedestrians, bicyclists). GIS-based maps, supplemented with graphs, charts, or other illustrative data (as appropriate to convey findings) will be prepared by the consultant to highlight key safety issues.

1. Location
2. Crash type and characteristics
3. Severity (property damage, injury, or fatality)
4. Summary review of pedestrian/bicycle and fatal crashes

Following the Countywide crash analysis, consultant will prepare more focused safety assessments on key corridors. This includes the following:

- OR 126 (Prineville City limits to Deschutes County)
- Powell Butte Highway (OR 126 to Deschutes County)
- US 26 (Jefferson County to City of Prineville)
- OR 370 (Deschutes County to City of Prineville)
- OR 380 (City of Prineville to Paulina)

These crash reviews will provide general corridor information, crash rates by milepost, and generally be prepared to highlight higher-priority corridors and segments of corridors within the County, and the types of collisions being experienced within these higher-priority sections. Crash rates within these segments will be compared to Table II within the Statewide Crash Rate Book identify study segments with more crashes than other similar facilities in Oregon.

Consultant shall use the Highway Safety Manual Part B Critical Crash Rate and Excess Proportion of a Specific Crash Type screening methods to identify any safety focus "hotspot" intersections. Intersections with crash rates that exceed the critical crash rate, the 90<sup>th</sup> percentile crash rate, or have a positive excess proportion (excluding anomalous locations with low crash incidence), must have crash patterns identified and, when applicable, counter measures documents. Summary crash data, including crash rates must be documented. Similar countermeasures shall be identified for corridors.

### **E. Bridge Conditions Analysis**

The County will provide a generalized summary analysis of publicly-owned bridge conditions (or significant culverts) using the ODOT Bridge Management System or other information available from Crook County. This is intended to integrate prior bridge analyses, conditions assessments, and current inventory to provide a prioritized list of bridge/culvert maintenance or improvement needs, particularly if they impact critical corridors or freight weight or dimensional capacity. The summary should include figures highlighting priority areas, improvement costs, and weight, height, or width restrictions.

### **4.2.3 Future Systems Conditions**

Consultant shall prepare the future systems conditions analysis, an assessment of land use and transportation future conditions in the Project Area under a 2045 “no-build” scenario. In preparing “no-build” scenario, Consultant shall rely only on planned transportation improvements that have an identified and committed funding source (e.g., are in the Statewide Transportation Improvement Program).

The future systems conditions must include the following elements:

#### **A. Population and Employment Forecasts**

Consistent with OAR 660-012-0030, Consultant shall compile current population figures and work with the County and appropriate State agencies on developing future population and employment estimates for 20 years (2045). Forecasts must be consistent with a final population forecast issued under OAR Chapter 660, Division 32. The forecasts should specifically consider the potential impact of destination resorts, data centers, and other significant projects to help understand typical and seasonal impacts.

#### **B. Future Transportation Volume Development**

Consultant shall develop 20-year growth factors based on the Prineville Travel Model and/or historic traffic volumes as relevant. For state highways, the Future Volume Tables available on TPAU’s website must be reviewed and compared to the travel demand models, and the model shall be coordinated with the Bend-Redmond (Deschutes County) model at the western boundaries. Consultant shall calculate the annual traffic growth factors that must be used for collector and arterial roadways segments. Consultant shall confirm the growth factors with the County and ODOT prior to conducting future conditions analysis.

Traffic growth projections should specifically review assumed growth within the Juniper Canyon area, with a specific focus on increasing population/employment and seasonal fluctuations. This information will be used to help inform resiliency discussions related to this area.

County shall convene up to two meetings with ODOT to discuss development of future traffic volumes. Up to two Consultant staff shall attend.

#### **C. No-Build Scenario**

Consultant shall analyze future conditions under a no-build scenario for automobile transportation. Analysis must include intersection and highway segment capacity analysis for facilities identified in Task 5.2.1.B. Consultant shall use traffic analysis software programs that follow Highway Capacity Manual 6<sup>th</sup> Edition procedures and must be consistent with ODOT’s Analysis Procedure Manual for State facilities.

#### **D. Future Deficiencies**

Consultant shall identify projected future transportation system deficiencies. Deficiencies must include both the failure to meet measurable standards identified in TM #1, and the failure to satisfy the goals, objectives, and evaluation criteria identified in TM #2. This should include documentation of segment and intersection deficiencies.

Consultant shall clearly describe the deficiency and whether the deficiency occurs under existing or future conditions.

Consultant shall submit draft TM #3 to the County, TPAU and County Project Manager. The County shall provide one set of consolidated comments from each agency to the Consultant, which must be integrated prior to distribution to the Technical Advisory Committee for additional discussion and comments.

#### **4.3 Final Technical Memorandum #3: Transportation System Inventory and Needs Analysis**

Consultant shall revise the draft TM #3 according to comments from the Technical Advisory Committee (as well as those received from the review agencies).

### **TASK 5: DEVELOPMENT AND ANALYSIS OF SOLUTIONS**

**Objectives:** To develop potential solutions to the deficiencies and needs identified previously and to develop dependable information upon which the County may make future transportation decisions.

#### **5.1 Draft Technical Memorandum #4: Solutions Analysis and Funding Program**

Consultant shall prepare draft TM #4 identifying a package of solutions that address the identified deficiencies and needs. Solutions must address the standards, goals and objectives identified in previous TMs. This should be organized to highlight system level needs (such as additional major street connections or alignments) as well as point improvement needs, and should incorporate multimodal and safety elements from the preceding sections. Consultant shall convene a workshop with the PMT to kickoff this task. The workshop will be used to brainstorm solutions and focus the work of Task 6.1.

Consultant shall provide an evaluation matrix for the solutions, utilizing the evaluation criteria identified in TM #2. Consultant shall use traffic analysis software programs which follow Highway Capacity Manual 6<sup>th</sup> Edition procedures and must be consistent with ODOT's Analysis Procedure Manual.

Consultant shall estimate conceptual construction costs for projects and programs considered as part of the Solutions Analysis. Cost estimates must be planning-level cost estimates, based on current dollars, and referenced to appropriate escalation factors.

Consultant shall include the following elements, as applicable, in Draft TM #4. In all cases, prior solutions developed that are still relevant will be carried forward from the prior TSP; these projects will not be evaluated further unless needed.

##### **A. Identification of Auto-Related Solutions**

Consultant shall prepare proposed solution options for automotive system issues identified in TM #3. Consultant shall make a list of recommended changes to street classifications, with supporting rationale. This portion of the report should be prepared to specifically address the following key issues:

- Resiliency options for Juniper Canyon (dimensional, loading, alternative routes)
- Capacity and safety improvements along OR 126

##### **B. Access Management Standards**

Consultant shall recommend future access management standards, identify areas that are critical for improving access management, as well as recommend measures to modify current access points based on the updated OAR Chapter 734, Division 51 and County access goals and ordinances. This should also provide recommendations on access permitting policy considerations, as applicable.

### **C. Freight Infrastructure to Support Industrial Development**

Consultant shall recommend freight route improvements (including rail) to serve expected freight demand. This may include the identification of local freight routes and County freight route co-standards that are coordinated with the City of Prineville. Recommendations to enhance the rail service will require direction and coordination with rail service providers.

### **D. Transportation System Management and Operations (“TSMO”)**

Consultant shall recommend policies and projects to improve transportation system management and operations (“TSMO”) within the County. Policies must address events relevant to rural roadway networks, such as work zones, traffic incidents, events, and traveler information. Evaluation of TSMO projects and policies must include strategies outlined in ODOT Analysis Procedures Manual Chapter 18: Transportation System Management & Operations, including, but not limited to incident management, access management, road weather operations, Intelligent Transportation System (“ITS”) (Variable Message Signs (“VMS”), Variable Speed Limits (“VSL”), connected vehicle applications, traveler information). Evaluation and recommendation of TSMO projects must include description and recommendations of necessary supporting infrastructure and data (vehicle volume, speeds, travel time reduction measures, communication systems, etc.).

### **E. Bicycle and Pedestrian Connectivity**

Consultant shall recommend safety, comfort, and connectivity improvements to the County’s existing bicycle and pedestrian routes, particularly as these connect to the City of Prineville network or State-wide (e.g. Oregon Scenic Bikeways) bicycle and pedestrian infrastructure and recreational (e.g. mountain bike, trail running) trails. Consultant shall recommend future bicycle and pedestrian route extensions into and beyond the Project Area to secure a navigable transportation system and provide the ability to reach desired goods, services, activities and destinations.

Consultant shall incorporate the existing multi-use trails system and park trail system plans into the planned system and provide recommendations to improve connectivity to the existing Multi-Use Trails system and identify potential future connectivity to multi-use trail system locations within the Project Area.

### **F. Transit**

Consultant shall incorporate transit routes and projects identified within the Cascades East Transit Regional Master Plan and additional projects identified through the Solutions analysis. Coordination with CET will be required to incorporate regional park-and-ride plans, mobility hubs, and provide recommendations on future regional service needs.

### **G. Improvements near Schools**

Consultant shall note where identified improvements are near schools and where more detailed Safe Routes to Schools plans must be developed. A critical area of concern is the area surrounding Powell Butte. Within this area, field review will be required during school arrival/dismissal periods, as well as discussions with school leadership, County staff, and ODOT to identify strategies (internal circulation, parking, loading, crossings, etc.) that can enhance safety and highway mobility during critical school periods. This task will include review of preliminary school circulation plans, incorporating findings related to this area and the overall needs of the OR 126/Williams intersection.

### **H. Underserved Populations**

Consultant shall identify potential underserved populations and identify provisions relating to public transit, multi-modal transportation and other potential opportunities to enhance service. It is anticipated that this analysis will rely on the County as well as information from the City of Prineville Coordinated Human Services Transportation Plan and other projects, programs, or policies identified through this or the City's TSP update.

## **I. Funding Programs**

Consultant shall review the prior list of funding options developed for the 2018 TSP and updated the list with any new funding sources not considered. Funding options section must include a summary of historic and existing County transportation funding sources (as summarized in TM #3) and obtain projected transportation funding/revenue from the County. Funding options must include all funding sources available to the County in a matrix form, and a brief narrative explaining each option, how the funding impacts current or future residents (who pays), and how this funding is equitable with transportation costs and impacts.

### **5.2 Final Technical Memorandum #4**

Consultant shall revise draft TM #4, incorporating comments from the County and County Project Manager, and submit Final TM #4 to County and County Project Manager.

## **TASK 6: IDENTIFICATION OF PREFERRED AND COST-CONSTRAINED SOLUTIONS**

**Objective:** To identify preferred and cost-constrained solutions.

### **6.1 Draft Technical Memorandum #5: Preferred Plan**

Consultant shall prepare draft TM #5, identifying preferred and cost-constrained solutions. Draft TM #5 must include the following elements:

#### **A. Selection of Preferred Solutions**

Consistent with Step 5 of *Transportation System Planning Guidelines 2018*, Consultant shall identify a preferred solution for each deficiency or need and, if different, a cost-constrained solution taking into account, the Future Transportation Funding Plan (Task 6.1(B)) for each deficiency or need.

Identification of Solutions must include, in addition to those elements required by the TPR, the following elements:

- A prioritized list of projects for walking, bicycling, transit, freight, and motorized vehicles. Projects that serve underserved communities should be specifically identified.
- The revenue source(s) likely to be available for each project.
- Projects necessary to reduce transportation barriers to key development and redevelopment.
- Access Management Standards for US 26, OR 126, OR 370, and OR 380 and other County roads.
- Identification of improvements near schools and where "Safe Routes to Schools" plans should be developed.
- Review of local functional classifications and recommendations for updated functional classification plan and street standards for County roadways; functional classifications will be accompanied by proposed cross-sectional standards.
- Planning-level cost estimates referenced to an appropriate escalation factor for updates.

- Determination of whether the project is included in the financially constrained list of projects or should be classified as aspirational.

## **B. Future Transportation Funding Plan**

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in TM #3 and consistent with Step 6 of *Transportation System Planning Guidelines 2018*.

## **C. Transportation System Management and Operations**

Consultant shall recommend policies and projects to improve TSMO within the County. Evaluation of TSMO projects and policies must include strategies outlined in ODOT APM Chapter 18: Transportation Systems Management & Operations. Evaluation and recommendation of TSMO projects must include description and recommendations of necessary supporting infrastructure and data (vehicle volume, speeds, TTR measures, communication systems, etc.).

Consultant shall submit draft TM #5 to the County. The County shall submit one set of consolidated, non-conflicting comments to Consultant. The County Project Manager will submit one set of consolidated non-conflicting comments to Consultant.

## **D. Transportation Safety Action Plan**

Consultant shall identify and prioritize improvements and policies focused on addressing identified safety needs, specifically, systemic measures that could be implemented County-wide. As available, systemic approaches must include planning level cost estimates.

## **6.2 Final TM #5**

Consultant shall revise draft TM #5, incorporating comments from the County, and shall submit Final TM #5.

## **TASK 7 DRAFT UPDATED TSP**

**Objective:** To prepare a draft Updated TSP, Implementing Ordinances and Findings for consideration by County staff and County officials.

## **7.1 Draft Updated TSP**

Consultant shall prepare a draft Updated TSP incorporating TMs #1 – #5. The Draft Updated TSP will use the 2018 TSP as a starting point.

Draft Updated TSP must include:

1. Maps showing each updated future network: motor vehicle, bicycle, pedestrian, street, transit, freight, and non-automobile transportation; along with a comprehensive map showing all networks.
2. Prioritized list of multi-modal projects.
3. Project summary prospectus sheets, including project costs, location map, and cross-section (as applicable)

Draft Updated TSP must summarize key findings of TMs #1-5 within the body of the TSP and supporting technical work in the appendix. The document must be organized as follows\:



1. Transportation System Summary (update to County's Comprehensive Plan)
  - Overview of key projects and programs.
2. Transportation Goals, Plans, and Policies
  - Summary of Plans and Policy Review, Goals and Objectives, and recommended policy outcomes.
3. Existing Conditions
  - High level overview of existing conditions summary. More detailed analysis must be included in the appendix.
4. Future Conditions
  - High level overview of future conditions analysis, including future year growth scenario for the County and identified transportation needs. More detailed analysis must be included in the appendix.
5. Pedestrian Plan
  - Summary of identified and prioritized pedestrian focused infrastructure improvements and policies. Projects must include planning level cost estimates.
6. Bicycle Plan
  - Summary of identified and prioritized bicycle focused infrastructure improvements and policies. Projects must include planning level cost estimates.
7. Transit Plan
  - Summary of identified and prioritized transit focused infrastructure improvements and policies. Projects must include planning level cost estimates.
8. Motor Vehicle Plan (including Transportation System Management, and Truck/Freight Plan)
  - Summary of identified and prioritized motor vehicle focused infrastructure improvements and policies, including an identified local freight route system. Projects must include planning level cost estimates.
9. Safety Plan (including school safety, corridor safety, and intersection safety needs and recommendations).
  - Summary of recommended TSMO policies and projects
10. Funding/Implementation
  - Documentation of historical and projected transportation funding for the County.
11. Plan Implementation Recommendations for ordinance amendments.
12. Project cut-sheets for high-priority projects that summarize key project information.

Consultant shall submit draft Updated TSP to the County Project Manager in PDF and Word format. The County shall submit one set of consolidated, non-conflicting comments to Consultant for incorporation.

## **7.2 Work Session with Crook County Commissioners**

County shall arrange and conduct a work session with the County Commissioners to review key outcomes of the TSP update and solicit feedback. Consultant shall attend the work session and will prepare work session presentation materials.

## **7.3 Adoption Draft Updated TSP**

Consultant shall revise draft Updated TSP incorporating comments from County. Consultant shall submit Adoption Draft Updated TSP to County. All materials will be submitted electronically in Microsoft Word (editable without figures and appendices) and PDF (with figures and appendices) format.

## **TASK 8: ADOPTION**

**Objective:** To adopt Updated TSP

### **8.1 County Commission Hearing**

County shall arrange and conduct up to two County Commission Hearings for presentation of Adoption Draft Updated TSP,. Consultant shall attend hearings to present documents and answer questions. Hearing must provide an opportunity for the public to comment. The County shall provide a public notice through publication in the local newspaper.

### **8.2 Final Updated TSP**

Consultant shall revise Final Updated TSP to reflect Commission actions. Digital copies must be provided in .pdf and the native, modifiable file format.

Consultant shall prepare a web-ready version of the Final Updated TSP, which must include the following:

- Links to individual TSP chapters and sub-sections
- Interactive maps showing proposed Projects, with links from the map “hot spots” to individual Project prospectus sheets.

## **CONTINGENCY TASKS**

### **C1. Development Code Amendments**

If authorized, the County and Consultant will prepare a list of amendments to the County’s Development Code that implement the goals and policies identified in Task 3 and comply with OAR 660-012-0045. Specific sections shall include, but are not limited to, policies related to destination resorts, traffic study requirements, access management, and safety. The County shall provide this list of amendments to Consultant for review and suggestions.

Consultant shall submit draft TM #C1 to the County. The County shall submit consolidated, non-conflicting comments to Consultant and a final draft produced.

### **C2. Implementing Ordinances and Draft Findings**

Consultant shall prepare draft Implementing Ordinances for implementing the draft Updated TSP and its policies.

Consultant shall prepare draft Findings necessary for adoption of draft Updated TSP by the County.

Consultant shall submit draft Implementing Ordinances and draft Findings to the County. The County shall submit 1 set of consolidated, non-conflicting comments to Consultant. Consultant shall prepare up to two rounds of revisions.

### **C3. Additional Engagement**

Consultant shall prepare for and conduct one additional engagement activity as directed by the County. This may include an in-person open house or event, an online open house, tabling at locations in the County, or other activity as determined with the County. It is assumed that the Consultant will prepare materials and up to two Consultant staff will attend the engagement event in-person.

#### **C4. Additional Analysis**

Consultant shall conduct additional analysis, which may include additional traffic, safety, multimodal, or other analysis on a specific geography/location as directed by the County. The analysis will either be included in a technical memorandum already described in this scope, or will be produced as a stand-alone technical memorandum



## AGENDA ITEM REQUEST



**Date:**

8/4/2023

**Meeting date desired:**

8/16/2023

**Subject:**

*Opposition to Truck Size and Weight Increases*

**Background and policy implications:**

*The USDOT has been considering increasing truck weight limits to 91,000 lbs. and analyzed the impacts to roads and bridges but only over roadways that were part of the National Highway System. The Coalition Against Bigger Trucks completed a more comprehensive study and concluded that if the weights were allowed to increase to 91,000 lbs. this would cost Oregonians \$3.4 billion dollars to upgrade bridge infrastructure. Crook County has two bridges that would be affected immediately if allowed. Powell Butte Canal and Irrigation Ditch Weigand.*

*The Oregon Association of County Engineers and Surveyors has prepared correspondence to Senator's Wyden office as to its implications the legislative change can have to our bridge infrastructure. OACES is wanting to know if County Commissioners would like to sign the letter.*

**Budget/fiscal impacts:**

*Legislation could result in approving the increase in weights and we want to make sure this is not another unfunded mandate otherwise we will be faced with a roughly \$700,000 need to upgrade bridges or institute weight restrictions.*

**Requested by:**

*Jeff Hurd, Public Works Director*

**Presenters:**

*Jeff Hurd, Public Works Director*

<b>Truck Weight Increase (91klb) Impact Analysis for County Bridges</b>		
<b>County</b>	<b>Impacted Bridges</b>	<b>Replacement Cost</b>
Baker County	26	\$12,815,312
Benton County	28	\$19,988,041
Clackamas County	48	\$65,230,496
Clatsop County	14	\$18,525,405
Columbia County	14	\$14,161,851
Coos County	17	\$42,720,896
Crook County	2	\$684,585
Curry County	13	\$13,853,298
Deschutes County	10	\$9,422,711
Douglas County	82	\$137,129,771
Gilliam County	1	\$540,154
Grant County	17	\$12,536,162
Harney County	18	\$5,288,204
Hood River County	7	\$10,376,497
Jackson County	33	\$49,079,755
Jefferson County	15	\$12,399,572
Josephine County	20	\$23,906,273
Klamath County	26	\$20,400,752
Lake County	2	\$1,284,228
Lane County	68	\$89,935,639
Lincoln County	35	\$39,768,062
Linn County	54	\$75,539,099
Malheur County	16	\$10,094,971
Marion County	57	\$78,788,843
Morrow County	11	\$9,181,072
Multnomah County	19	\$172,907,698
Polk County	17	\$17,496,834
Sherman County	1	\$208,583
Tillamook County	21	\$33,686,364
Umatilla County	45	\$17,129,921
Union County	9	\$6,891,766
Wallowa County	17	\$8,732,127
Wasco County	22	\$13,032,390
Washington County	35	\$27,020,733
Wheeler County	4	\$6,218,942
Yamhill County	23	\$26,769,471
<b>Total</b>	<b>847</b>	<b>\$1,103,746,476</b>



The Honorable Ron Wyden  
United States Senate  
221 Dirksen Senate Office Building  
Washington, DC 20510

Dear Senator Wyden,

As you may know, the National Association of Counties (NACO) and National Association of County Engineers (NACE) has reached out previously to federal representatives regarding their concerns and opposition to national truck size and weight increases that would negatively affect public infrastructure as well as motorist safety throughout the State of Oregon.

We know from the 2016 United States Department of Transportation (USDOT) Comprehensive Study on Truck Size and Weight that increases to federal truck size and weight standards would have a negative impact on roads and bridges. However, there was a limitation to their study in that USDOT only considered bridges that were part of the National Highway System. The vast majority of bridges in our nation's inventory are managed by municipal governments such as counties or cities and were not included in the study. Given that limitation, the numbers provided by USDOT understated the negative impact to bridges that heavier truck configurations would have.

Recently, the Coalition Against Bigger Trucks (CABT) undertook a more comprehensive evaluation on the impact of heavier truck configurations on these bridges *not on the National Highway System* by using publicly available data on bridges administered by state and local governments. This evaluation fills in the gaps and take into account the impact of heavier trucks on state and local government budgets. CABT did this study in coordination with county engineers at the local level and used the same formula employed in the USDOT in their 2016 evaluation.

We have reviewed the findings of this study and wanted to pass this along to you because I believe it is critical information policymakers need to know during any consideration of legislation that would increase truck size and weight. **For instance, this evaluation determined that in Oregon, there would be 2,012 bridges "at risk" of needing to be replaced or strengthened to accommodate heavier configurations if 91,000-pound trucks were allowed on our roads, at a cost of \$3.4 billion to Oregon taxpayers – this is**

**a big concern to our members because much of this would fall on counties that don't always have enough in their public works budgets for regular maintenance.**

For your convenience, I have attached a copy of the study to this communication.

I want to thank you again for your commitment to the residents of Oregon and hope that you will review the results of this impact analysis. Please feel free to reach out to me if you have any questions.

Sincerely,



**Tom Fellows**

OACES President

Umatilla County, OR

Public Works Director

tom.fellows@umatillacounty.gov