

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 18, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Minutes: July 14th
 - c. Resolution No. R-2021-22: Appropriating General Fund Contingency for Audio Visual Upgrades at the Morrow County Government Center Building and Bartholomew Building
5. **Business Items**
 - a. Loop Road Update from the City of Boardman (Karen Pettigrew, Boardman City Manager; Mike Lees, Anderson Perry & Associates)
 - b. Oregon Youth Authority Intergovernmental Agreement #14688, Juvenile Crime Prevention Basic Services (Christy Kenny, Juvenile Director)
 - c. State of Oregon Grant Agreement #15684 – Juvenile Crime Prevention Funds (Christy Kenny)
 - d. Columbia Development Authority Invoice (Commissioner Doherty)
 - e. Grants to Cities Appropriations (Kate Knop, Finance Director)
 - f. **American Rescue Plan Act Agreement (Kate Knop)**
 - g. Morrow County Command Team Update
 - h. Building Project Updates
 - i. **Intent to Award Courthouse Feasibility Study Request for Qualifications**
6. **Department Reports – None Scheduled**
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
10. **Sign documents**
11. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets are also available the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and

the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

Join Zoom Meeting:

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Morrow County Board of Commissioners Meeting Minutes
July 14, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, John A. Bowles, Paul Gray, Kate Knop, Roberta Lutcher

Present Via Zoom

Staff: Eric Imes, Katie Imes, Kate Knop, Tamra Mabbott, Jaylene Papineau, Matt Scrivner, Linda Skenzel; Non-Staff: Sheryll Bates, Torrie Griggs, JoAnna Lamb, Joe Melton, Rob Naughton, Karen Pettigrew, Dan Smith, Rick Stokoe

Call to Order, Pledge of Allegiance & Roll Call: 9:00 a.m. The County’s new Emergency Manager, Paul Gray, introduced himself and provided an overview of his experience.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

Commissioner Lindsay moved to approve the following items in the Consent Calendar:

1. *Accounts Payable and Payroll Payables*
2. *Minutes: June 9th & 16th*
3. *Oregon Department of Transportation, Public Transportation Division, Agreement #34958, STF Operating Expenses; effective July 1, 2021 to June 30, 2023; not-to-exceed amount \$135,400 with no local match*

Commissioner Doherty seconded. Discussion: Commissioner Lindsay commented on credit card late fees in the Accounts Payable (APs) and said she hoped Finance was aware and communicating with the people; Chair Russell agreed. Unanimous approval.

Business Items

Audio/Visual Options for Morrow County Government Center Building

Darrell Green, Administrator

Joe Melton, Avidex, Territory Manager

Rob Naughton, InterMountain Education Service District, Director of Business Development

Mr. Green said Mr. Melton would present audio/visual (A/V) options for the courtroom and large conference room in the new building in Irrigon.

Mr. Melton said Avidex specializes in A/V systems and after meeting with staff and the building team to determine a scope of work for the spaces, it was clear several decisions needed to be made to avoid construction impacts. In addition, the cost associated with the scope of work for both rooms (\$205,000) wasn’t included in the construction project’s budget. He then reviewed the options for the Commissioners and responded to questions.

Mr. Naughton said the plans by Avidex for both rooms are the best he’d seen. He continued by saying everyone has experienced audio issues with remote meetings and the duplex audio Avidex proposed is like being in the same room. From a cost perspective, he said IMESD did a similar project for one of its own conference room recently at about half the cost but it wasn’t as thorough as this plan. Mr. Naughton suggested now was the best time to do this because it will

be much more expensive to add later. This was the best configuration he'd seen for any of IMESD's customers, he reiterated.

Discussion continued on sources of funding for the project, the user-friendly technology of the system in the rooms, life expectancy of the equipment, and the economy of scale in doing multiple rooms.

Commissioner Doherty moved to build out both rooms in the Morrow County Government Center Building in Irrigon and for the Avidex team to work on the Bartholomew Building Upper Conference Room. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said ideas and direction for funding were needed because the amount for all three rooms would be closer to \$300,000. We've been talking for more than four years about the need to improve the audio in the Bartholomew Building Upper Conference Room, she said, and it really hit us hard in the last year. Chair Russell agreed with that assessment. Commissioner Lindsay also said the Sheriff's Office and the Emergency Manager should be involved with the planning for the Bartholomew Building Upper Conference Room because it served as the location for numerous meetings throughout COVID. It was often a struggle to hear and be heard, she said, so perhaps emergency funds could be used. Chair Russell recapped the motion – to go ahead with outfitting both rooms in the new building in Irrigon and for staff to work to find sources for the funding, and also for staff to find sources of funding to outfit, at a minimum, the Bartholomew Building Upper Conference Room. Commissioner Lindsay said that would be an amendment. Commissioner Doherty said he was happy to adjust his motion to that. Commissioner Lindsay seconded. Unanimous approval.

Request to Purchase Trail King Equipment Trailer

Eric Imes, Assistant Road Master, Public Works

Mr. Imes briefly discussed the bids received and the reasons for recommending Pape Machinery at \$22,900. He said while it wasn't the lowest, it had a 10-week lead time and the others were 40-42 weeks.

Commissioner Lindsay moved to approve the request to purchase a new 24' x 102" tilt deck equipment trailer from Pape Machinery in the amount of \$22,900. Commissioner Doherty seconded. Unanimous approval.

Request to Purchase Polaris Ranger and Trailer

Undersheriff John Bowles

Undersheriff Bowles said \$45,000 for a search and rescue vehicle was approved in the Sheriff's Office budget during Budget Committee hearings. Two bids were received and Undersheriff Bowles recommended the low bid from Morrow County Grain Growers.

Commissioner Doherty moved to accept the bid from Morrow County Grain Growers for a 2021 Polaris Ranger Crew NorthStar Edition Ultimate and 2021 Trekk Traile; total amount \$38,800; and authorize Undersheriff Bowles to move forward with the process to order and purchase. Commissioner Lindsay seconded. Unanimous approval.

Emergency Operations Center Update

- Undersheriff Bowles said all the declarations have expired and if things “kicked back up,” they’d start the process all over again – declaring an emergency, etc. In the next few weeks, he said he’d be turning things over to the new Emergency Manager, Paul Gray.
- Commissioner Lindsay thanked the employees of the County, including retired and former employees from Public Health, the Commissioners and Administration for all the work over the last 15 months during COVID. She said she appreciated the work of the EOC Team and what they did for this County and was proud to have been a part of it. She later added the Team left the door open to respond to quick meetings and become more active, if needed. We’d bring it back to the Board of Commissioners to activate the EOC, she said.
- Mr. Green said the Public Health Department would provide weekly case number updates, instead of daily, now that the numbers have been low for multiple weeks. He said they would continue to monitor the variant cases. The County will still supply paper towels and disinfectant for cleaning, among other things, per the Occupational Safety and Health Administration (OSHA).

Building Project Updates

- Mr. Green reported the Request for Qualifications for the Courthouse feasibility study was released on Monday and the plan is to select the successful architect/engineering firm by the end of August. The space analysis and study will help understand what can be done at the Courthouse and what needs to be addressed there for additional space. It will also evaluate the status of the electrical, plumbing and ADA (Americans with Disabilities Act) compliance in the building.
- Sheriff’s Station 2 Building – should be done by the end of July. The arrival of the doors is holding things up but painting has begun.
- Government Center Building in Irrigon – the first shipment of hollow door frames arrived. Plumbing and electrical rough-ins are being completed, metal siding is being installed. Move-in to the new building will likely take place the first week of November, after asphalt plants have shut down. This means the parking lot will be gravelled until asphalt can be poured. Photos of the progress were shared by Mr. Green.
- Commissioner Doherty asked about the future of the Docken Building in Boardman, which houses the Public Health Department, and offices for the Juvenile Department and Deputy District Attorney (both offices are moving to the Irrigon building). He suggested the Docken Building would be better utilized as a retail space by someone else. He said he didn’t want to upgrade that building, which is the current plan, and then have someone say the Public Health Department should be located elsewhere. Commissioner Lindsay said she did not disagree and maybe it’s not the best spot.

Morrow County Government Center Building Add Alternates List

Darrell Green, Administrator

After discussion, the Commissioners agreed by consensus to:

1. Add conduit to the electric charging station
2. Add the vault and conduit for a future natural gas generator

Break: 10:40-10:50 a.m.

Department Reports

The following reports were provided:

- Planning Department Monthly Report, presented by Director Tamra Mabbott
- Treasurer's Monthly Report, presented by Jaylene Papineau
- Justice Court Quarterly Report, submitted by Judge Glen Diehl
- Veterans Services Quarterly Report, presented by Linda Skenszel, Veterans Services Officer

Correspondence

- Letter from the Federal Emergency Management Agency containing the agency's comments on the Conditional Letter of Map Revision on a proposed project in Heppner (Willow Creek Floodplain Improvements)

Commissioner Reports

Brief reports provided.

11:18 a.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

12:24 p.m. Closed Executive Session: No decisions

Signing of documents

Adjourned: 12:35 p.m.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
40

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 08/18/2021

Budget Resolution R-2021-22 to appropriated General Fund Contingency to
Non-Departmental Capital Outlay to purchase Audio Visual Equipment.

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From:
Total Contract Amount:
Does the contract amount exceed \$5,000? Yes No

Through:
Budget Line: 101-199-5-40-4103 - Bldg Maint.

Reviewed By:

Department Director
8/16/21
Administrator
8/16/21
County Counsel
Finance Office
Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, they submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Board of Commissioners met on August 11, 2021, and discussed the source of funding for purchasing Audio Visual Equipment for the Morrow County Government Center in Irrigon and the Bartholomew Upper Conference Room in Heppner. Several funding options were presented by staff for the estimated equipment cost of \$285,000. The Commissioners requested the funds be appropriated from the General Fund Contingency for this Capital Outlay.

The expected cost is \$205,000 for the Morrow County Government Center in Irrigon, and \$80,000 for the Bartholomew Upper Conference Room for equipment and installation from Avidex.

2. FISCAL IMPACT:

Increase General Fund Non-Departmental Capital Outlay by \$285,000, and reduce General Fund Contingency from \$727,416 by \$285,000 for a remaining balance of \$442,416.

3. SUGGESTED ACTION(S)/MOTION(S):

Move to approve Resolution R-2021-22 as written.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2021-22
 YEAR BEGINNING JULY 1, 2021)

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2021, for the following purposes:

WHEREAS, the Morrow County General Fund – Non-Departmental, Capital Outlay, will be incurring additional expenditures to equip the Morrow County Government Center in Irrigon and the Bartholomew Upper Conference room in Heppner with Audio Visual equipment, not previously budgeted, it is necessary to transfer appropriations within the fund.

	<u>Current Appropriations</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
GENERAL FUND			
Non-Department Capital Outlay	\$ 330,000	\$ 285,000	\$ 615,000
Operating Contingency	\$ 727,416	\$ (285,000)	\$ 442,416
Total Increase/(Decrease) General Fund	\$ 7,245,479	\$ 0	\$ 7,245,479
		Total APPROPRIATIONS, All Funds	\$ 52,517,472
		Total Unappropriation and Reserve Amounts, All Funds	\$ 8,385,969
		TOTAL ADOPTED BUDGET	\$ 60,903,441

Dated this 18th day of August, 2021.

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

Don Russell, Chair

Approved as to Form:

Jim Doherty, Commissioner

Morrow County Counsel

Melissa Lindsay, Commissioner

MORROW COUNTY BOARD OF COMMISSIONERS MEETING

LAUREL LANE AND LOOP ROAD IMPROVEMENTS PROJECT

August 18, 2021

Outlined hereafter are discussion items for the Morrow County Board of Commissioners meeting regarding the City of Boardman's Laurel Lane and Loop Road Improvements project:

1. Introductions – Karen Pettigrew, City of Boardman, Oregon, City Manager

Mike Lees, Anderson Perry & Associates, Inc, City Engineer

2. Timeline and Project Information

- **Spring 2012** – Port of Morrow (POM) Interchange Area Management Plan (IAMP) adopted by the City of Boardman, Morrow County, and approved by ODOT.
- **Spring 2019** – City installed water lines servicing the south side of the Laurel Lane Interchange.
- **September 2020** – IAMP updated due to more than anticipated growth/traffic at the Laurel Lane interchange.
- **October 2020** – City of Boardman contracted with AP to design the Laurel Lane sewer project.
- **March 2021** – City of Boardman contracted with AP to design the Loop Road and assist with right-of-way (ROW) acquisition. City sends letter to Tallman regarding project and ROW acquisition.
- **March 25, 2021** – Morrow County sends letter to City of Boardman regarding unpermitted access to the Farmer's Cup.
- **June 2021** – City of Boardman initiated ROW acquisition discussions with other landowners.
- **June 24, 2021** – City of Boardman has final meeting with the Tallman's.
- **July 9, 2021** – Advertise for bids.
- **August 17, 2021** – Award construction project to Premier Excavation, Inc. for \$870,931.85.
- **November 2021** – Anticipated Substantial Completion.
- **December 2021** – Anticipated Final Completion.




3. Next Steps

-
-

H:\profile\11263 - Port of Morrow IAMP.dwg\figs\IAMP\PCMSecton7.dwg Nov 01, 2011 - 3:09pm - nfboster Layout Tab: FIG7-2



LEGEND

-  PROPOSED ROADWAY ALIGNMENT
-  MINIMUM SIGHT BENCH EXCAVATION LIMITS
-  IMPROVMENT (SEE TABLE 7-1 FOR DESCRIPTION & COST ESTIMATE)

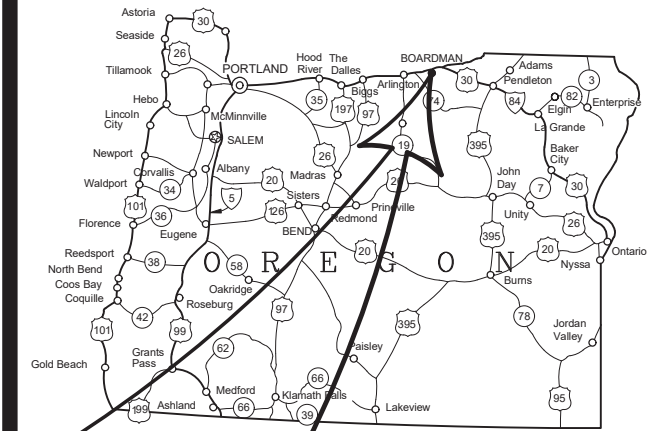
*Alignments for projects "D," "F," and "G" are conceptual only

**PORT OF MORROW IAMP TRANSPORTATION IMPROVEMENT PLAN
SOUTH OF POM INTERCHANGE
BOARDMAN, OREGON**

**FIGURE
7-2**

CITY OF BOARDMAN, OREGON

LAUREL LANE AND LOOP ROAD IMPROVEMENTS 2021



INDEX

- COVER
- 1 LEGEND AND GENERAL NOTES
- 2 SHEET INDEX AND SURVEY CONTROL

SEWER PIPING

- 3 'S' LINE - STA. 'S'1+00 TO STA. 'S'7+50
- 4 'S' LINE - STA. 'S'7+50 TO STA. 'S'14+09
- 5 'A' LINE - STA. 'A'1+00 TO STA. 'A'7+00
- 6 'A' LINE - STA. 'A'7+00 TO STA. 'A'13+50
- 7 'A' LINE - STA. 'A'13+50 TO STA. 'A'19+00
- 8 'A' LINE - STA. 'A'19+00 TO STA. 'A'24+50
- 9 'B' LINE - STA. 'B'1+00 TO STA. 'B'6+66
- 10 'C' LINE - STA. 'C'16+82 TO STA. 'C'21+81
- 11 'D' LINE - STA. 'D'1+25 TO STA. 'D'3+50
- 12 MISCELLANEOUS DETAILS

ROADWAY

- 13 'A' LINE - STA. 'A'0+60 TO STA. 'A'7+00
- 14 'A' LINE - STA. 'A'7+00 TO STA. 'A'13+50
- 15 'A' LINE - STA. 'A'13+50 TO STA. 'A'19+00
- 16 'A' LINE - STA. 'A'19+00 TO STA. 'A'24+50
- 17 'B' LINE - STA. 'B'1+00 TO STA. 'B'5+50
- 18 'B' LINE - STA. 'B'5+50 TO STA. 'B'9+75
- 19 'C' LINE - STA. 'C'1+35 TO STA. 'C'9+00
- 20 'C' LINE - STA. 'C'9+00 TO STA. 'C'15+75
- 21 'C' LINE - STA. 'C'15+75 TO STA. 'C'21+82
- 22 'D' LINE - STA. 'D'1+60 TO STA. 'D'3+50
- 23 TYPICAL SECTION
- 24 INTERSECTION DETAILS I
- 25 INTERSECTIONS DETAILS II
- 26 INTERSECTION DETAILS III
- 27 MISCELLANEOUS DETAILS

SIGNING AND STRIPING

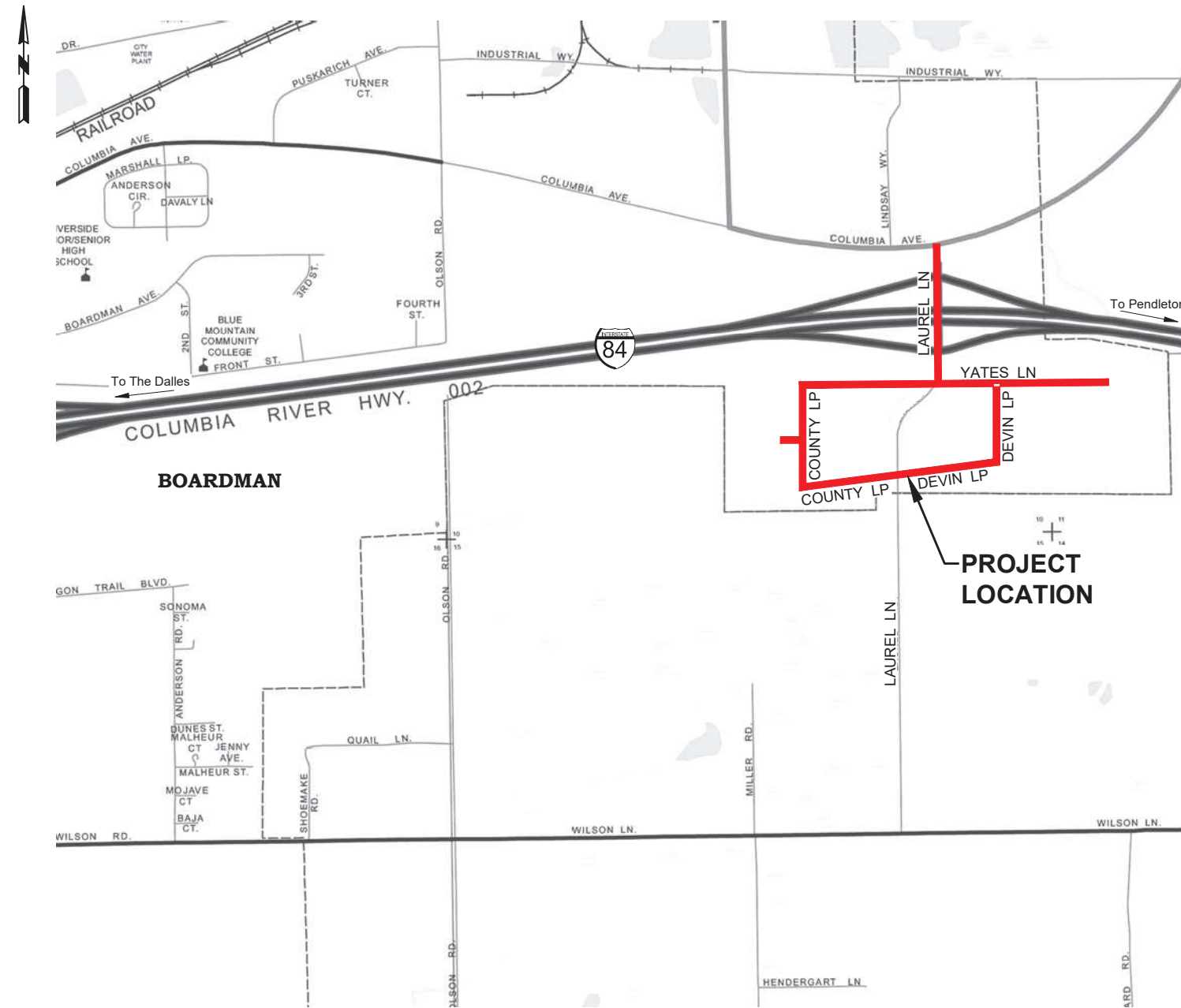
- 28 'A' LINE - STA. 'A'1+00 TO STA. 'A'13+50
- 29 'A' LINE - STA. 'A'13+50 TO STA. 'A'24+50
- 30 'B' LINE - STA. 'B'1+00 TO STA. 'B'9+70 - STA. 'D'1+25 TO STA. 'D'3+50
- 31 'C' LINE - STA. 'C'1+00 TO STA. 'C'15+50
- 32 'C' LINE - STA. 'C'15+50 TO STA. 'C'21+82

CITY STANDARD DRAWINGS

- S1 STANDARD PRECAST MANHOLE
- S2 MANHOLE BASE/CONSTRUCTION NOTES
- S3 DROP PRECAST MANHOLE
- S4 SEWER CLEANOUTS
- S5 MANHOLE AND CLEANOUT CONCRETE COLLAR DETAILS
- S6 SEWER SERVICE LINE
- S7 WATER-SEWER CROSSING

- ST1 TRENCH EXCAVATION AND BACKFILL
- ST2 TRENCH RESTORATION GRAVEL AND PAVEMENT AREAS
- ST3 TRENCH RESTORATION LAWNS AND NATURAL AREAS
- ST13 MONUMENT BOX

- W5 VALVE CONCRETE COLLAR DETAILS
- W6 FIRE HYDRANT AND AUXILIARY VALVE DETAIL
- W10 WATER AIR RELEASE VALVE



VICINITY MAP
N.T.S.

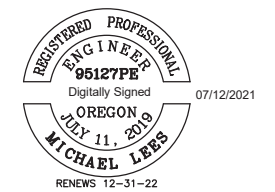


CITY COUNCIL

- PAUL KEEFER, Mayor
- ROY DRAGO, JR.
- PAUL BEAGLE
- BRENDA PROFITT
- KATY NORTON
- LESLIE PIERSON
- ISAAC WILLIAMS

CITY OFFICIALS

- KAREN PETTIGREW, City Manager
- KEVIN KENNEDY, Public Works Director
- BARRY BEYELER, Community Development Director



Anderson Perry & Associates, Inc.
 engineering • surveying • natural resources
 1901 N. Fir Street - La Grande, OR 97850 Ph: (541)963-8309 Fax: (541)963-5456
 LA GRANDE, OR WALLA WALLA, WA REDMOND, OR HERMISTON, OR
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APA CONTROL POINTS				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
225	793065.52	8413224.89	347.960	MON_IR
226	793117.18	8415494.57	326.262	MON_YPC
227	793087.20	8415495.70	326.350	MON_YPC
228	793053.27	8415018.28	325.801	MON_YPC
229	793050.65	8414718.24	326.337	MON_YPC
230	793047.30	8414336.93	328.196	MON_YPC
231	793071.62	8413697.25	335.426	MON_BC
232	792465.60	8413252.22	342.360	MON_YPC
233	792468.15	8413332.21	341.641	MON_YPC
234	792523.49	8413244.66	341.638	MON_OPC
235	792604.84	8413242.01	341.180	MON_OPC
236	793234.87	8414087.61	328.496	MON_ALCAP
617	793054.24	8413224.97	348.451	APA_RPC
618	794407.03	8414882.02	319.168	APA_RPC
619	794318.04	8413919.57	291.562	APA_MAGSPKE
620	793115.14	8414082.92	328.082	APA_H+MAG
621	793457.32	8414023.71	311.776	APA_H+MAG

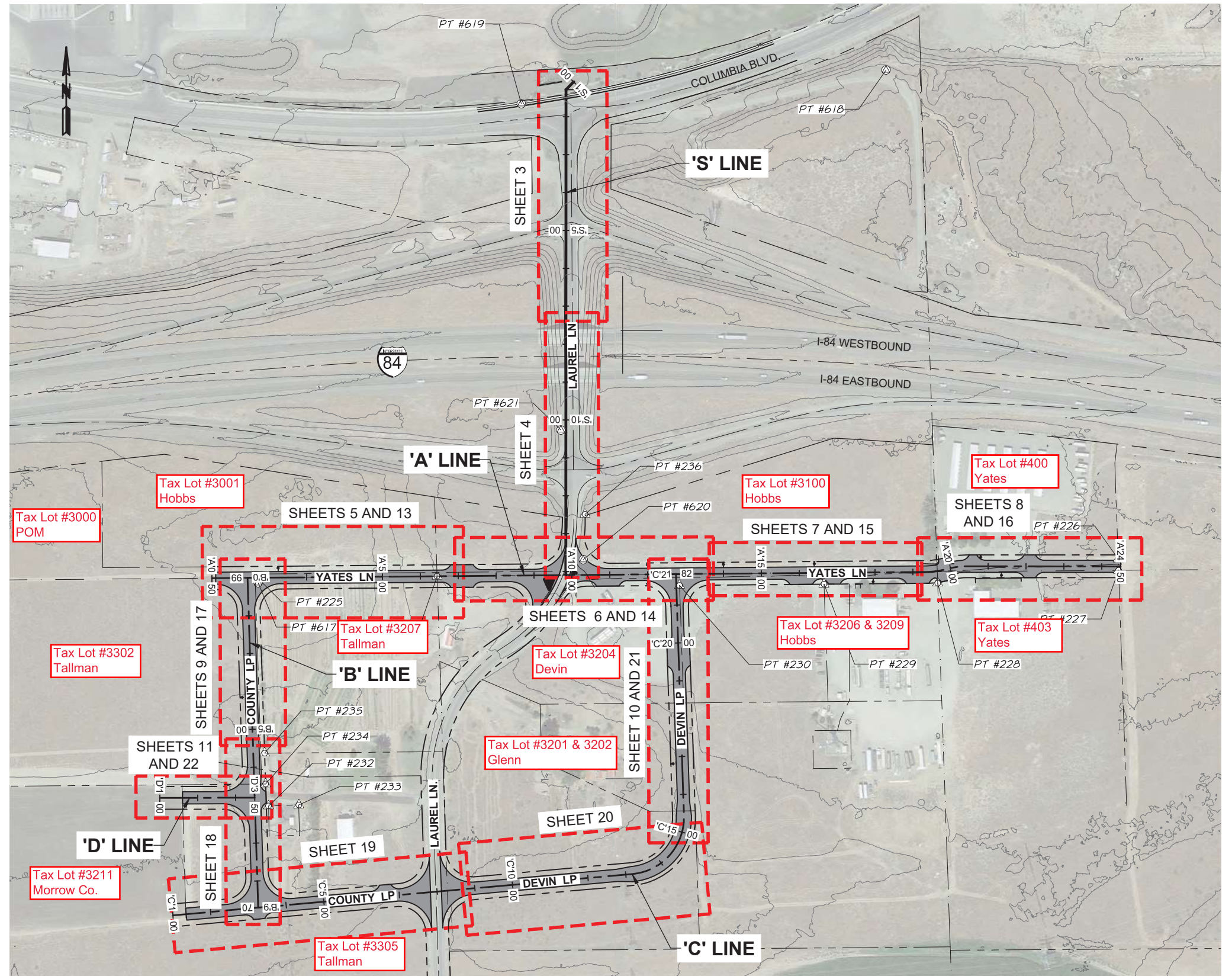
SURVEY ACTIVITIES - GENERAL

THIS SITE IS LOCATED IN THE SE 1/4 OF SEC 10 & SW 1/4 OF SEC 11, T.4N., R.25E. OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON. A TOPOGRAPHIC FIELD SURVEY WAS CONDUCTED AT THE SITE ON MARCH 14-15, 2018 (JOB 439-45 WATER SYSTEM IMPROVEMENTS) AND INCLUDED STATIC GPS OBSERVATIONS. ADDITIONAL DATA WAS GATHERED DEC. 16-18, 2020. LIDAR DATA WAS USED TO SUPPLEMENT TERRAIN DATA. GENERAL SITE LOCATION BASED ON GOOGLE EARTH: 45°50'26.01"N, 119°40'6.07"W.

SURVEY DATUMS

VERTICAL. ELEVATIONS SHOWN ARE A REPRESENTATION OF NAVD88 (GEOID112B) BASED ON AN OPUS SOLUTION DERIVED FROM A STATIC GPS TIE AT APA CONTROL POINT #617.

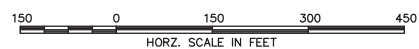
HORIZONTAL. THE COORDINATES OF APA CONTROL POINT #617 REPRESENT THE OREGON STATE PLANE COORDINATE SYSTEM - NORTH ZONE (NAD 83(2011)), AS DETERMINED BY SAID STATIC GPS TIE AND SAID OPUS SOLUTION. BEARINGS SHOWN ARE GRID BEARINGS. DISTANCES AND COORDINATES OF OTHER POINTS AT THE SITE ARE BASED ON GRID MEASUREMENT.



Q:\BOARDMAN\439-65-LaureLn-WWS\IDrafting\439-65-060G-100INDX.dwg, Layout1, 7/11/2021 3:43 PM, dchristman



REVISION	BY	DATE	JOB NUMBER	439-65/68	DATE	2021
DESIGNED BY	M. LEES		ACAD FILE:	439-65-060G-100INDX.dwg		
DRAWN BY	L. WILLHITE		COPYRIGHT 2021 BY ANDERSON PERRY & ASSOC., INC.			
REVIEWED BY	A. LINDSEY					



CITY OF BOARDMAN
LAUREL LANE AND LOOP ROAD IMPROVEMENTS

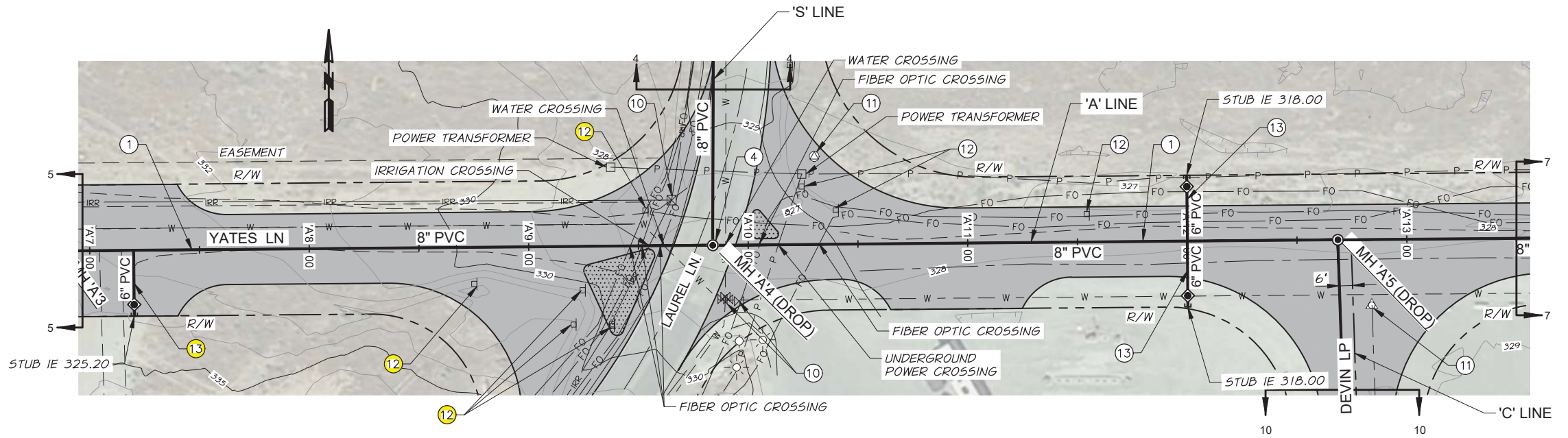
SHEET INDEX AND SURVEY CONTROL

SHEET

2

WORK ITEM SCHEDULE

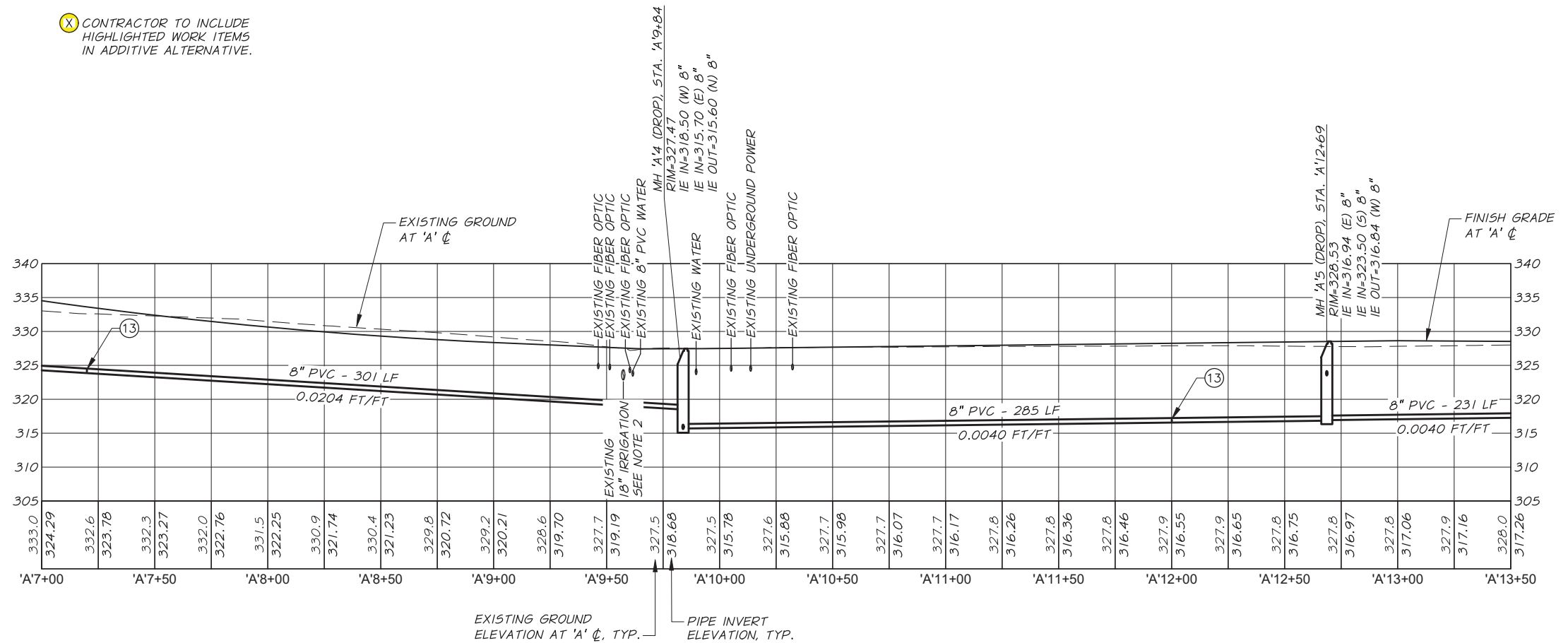
- ① INSTALL 8" PVC SEWER LINE AT THE GRADE SHOWN SEE CITY STANDARD DETAIL 5T1
- ② INSTALL 8" SEWER IN THE EXISTING 12" ADS SLEEVE. SEE DETAIL, SHEET 12
- ③ RESERVED
- ④ INSTALL SEWER MANHOLE SEE CITY STANDARD DETAIL 5I
- ⑤ CONNECT EXISTING SEWER WITH FITTING AS REQUIRED TO NEW MANHOLE. CONTRACTOR TO VERIFY EXISTING PIPE ELEVATION
- ⑥ RESERVED
- ⑦ RESTORE LANDSCAPE, SIDEWALK, ASPHALT, AND CURB AND GUTTER BETWEEN APPROX. STA. 'S'+00 TO STA. 'S'+50 TO EQUAL OR BETTER THAN EXISTING CONDITION.
- ⑧ ASPHALT SURFACE RESTORATION AS REQUIRED FOR MANHOLE AND SEWER INSTALLATION SEE CITY STANDARD DETAIL 5T2
- ⑨ RESERVED
- ⑩ PRESERVE AND PROTECT EXISTING UTILITY OR SEE ROADWAY DRAWINGS WORK ITEM SCHEDULE.
- ⑪ EXISTING SURVEY MONUMENT SEE THE GENERAL REQUIREMENTS FOR INSTRUCTION.
- ⑫ REMOVE EXISTING SIGN AND DELIVER TO OWNER.
- ⑬ INSTALL SEWER SERVICE, LOCATION AS DETERMINED BY THE ENGINEER. SEE CITY STANDARD DETAILS 54 AND 56



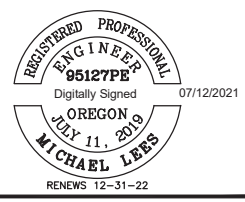
ⓧ CONTRACTOR TO INCLUDE HIGHLIGHTED WORK ITEMS IN ADDITIVE ALTERNATIVE.

NOTES

1. CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING UTILITIES EXPOSED DURING TRENCH EXCAVATION AND BACKFILL AS REQUIRED.
2. ELEVATION OF EXISTING UTILITY SHOWN IS APPROXIMATE. POTHOLE AND VERIFY EXISTING UTILITY ELEVATION AND NOTIFY ENGINEER OF ANY POTENTIAL CONFLICTS.
3. APPROXIMATELY 230 FEET TO UPSTREAM MANHOLE AND 520 FEET TO DOWNSTREAM MANHOLE FOR BYPASS PUMPING WHEN MAKING CONNECTION TO EXISTING SEWER.

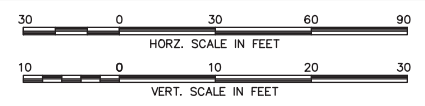


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DESIGNED BY	M. LEES
DRAWN BY	L. WILLHITE
REVIEWED BY	A. LINDSEY

REVISION	BY	DATE	
JOB NUMBER	439-65/68	DATE	2021
ACAD FILE:	439-65-060C-124UT_ALINE.dwg		
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CITY OF BOARDMAN
LAUREL LANE AND LOOP ROAD IMPROVEMENTS
 SEWER PIPING
 'A' LINE - STA. 'A'7+00 TO STA. 'A'13+50



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
56

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Christy Kenny

Phone Number (Ext):

Department: Juvenile Department

Requested Agenda Date: 8/18/21

Short Title of Agenda Item:

OYA Intergovernmental Agreement Juvenile Crime Prevention Basic Services

(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 min
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: State of Oregon-Oregon Youth Authority

Contractor/Entity Address: 530 Center St. NE, Suite 500 Salem, Oregon 97301

Effective Dates - From: July 1, 2021

Through: June 30, 2023

Total Contract Amount: 38,473.00

Budget Line: 101-112-3-30-3412

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director
Administrator
Richard Tovey via email
Kate Knop via email
Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The state of Oregon Intergovernmental Agreement Juvenile Crime Prevention Basic Services provides funds through the Oregon Youth Authority (OYA) to Morrow County's Juvenile Department. These funds are distributed on a reimbursement basis and Morrow County is receiving \$38,473 for the biennium of July 1, 2021 through June 30, 2023. The majority of these funds are used to pay for detention during this biennium. We have also allotted some of those funds to help pay for any evaluations, polygraphs, and treatment that need done as well as an incentive program to help purchase items for youth the help them engage in services in the community and probation requirements. The Juvenile Department is also looking at utilizing some of these dollars to create a restitution program for youth to earn money to pay back victims by doing community service hours.

2. FISCAL IMPACT:

GL 101-112-3-30-3412 in the amount of \$38,473.00

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve and sign the OYA IGA Agreement # 14688

Attach additional background documentation as needed.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC SERVICES**



Agreement #14688

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Morrow County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.017 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2021**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2023**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$38,473.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

By: _____ Date: _____
Amber Forster, Designated Procurement Officer

Title: _____

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Mailing Address: _____

Facsimile: (503) 373-7921

Facsimile: _____

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt per OAR 137-045-0050 Date: _____
Susan Amesbury, Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved 06032021 Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Susanna Ramus

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 15 of Exhibit B.
5. **"Client"** means any individual who receives a Service.
6. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **"County"** has the meaning set forth in the first paragraph of this Agreement.
9. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
10. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
11. **"JCP Basic Services" or "Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
12. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
13. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
14. **"OYA"** means the Oregon Youth Authority.
15. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

16. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.

17. **"Service Plan"** means the County's plan for 2021-2023 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2021-2023 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

18. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.

19. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:

- a. Antisocial behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association.

20. **"Youth offender"** means "adjudicated youth" as that term is used in SB 436 (2021) in the event that SB 436 (2021) becomes law. This definition is effective on the date on which SB 436 is effective.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2021-2023 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully

complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No

authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

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

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2021 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses,

certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery

of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. **County Termination.** County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: (503) 373-7921
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Darrell J. Green- Morrow County Administrator
Morrow County
PO Box 788
110 N. Court St.
Hepner, Oregon 97836
Voice: (541) 676-2529
Facsimile: (541)523-8201
E-Mail: dgreen@co.morrow.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above. Should a change in Agency's or County's representative become necessary, Agency or County will notify the other party of such a change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

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

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

15. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater

than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45

CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA youth offenders.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcomes of reducing juvenile recidivism and equitable service delivery.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Service Plans

a. Service Plan Submission. County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2019-2021 biennium. Until the Service Plan for the 2021-2023 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2019-2021 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2021-2023 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2019-2021 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

- d. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are delivered equitably and meet the state's goals and objectives for the provision of juvenile justice services. County shall work with OYA to develop a reporting process regarding equitable service delivery and delivery of services meeting the state's goals and objectives for the provision of juvenile justice services. County shall submit to OYA such reports at such frequency as may be requested by OYA.

4. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL.

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

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a

subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be

less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Provider or the Provider's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of (i) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) County's or Provider termination of Provider Contract, or, (iii) The expiration of all warranty periods provided under the Provider Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s)

shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Provider agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Provider and County.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.






**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$38,473.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

 	Oregon Juvenile Justice Information System Policy Statement	 
Service Tracking in JJIS		
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date: 1/16/2013 JJIS Steering Committee Approval: 12/19/2012 JJIS Policy & Standards Committee Approval: 8/22/2012 Supersedes:	
REFERENCE:		

PURPOSE:	<ul style="list-style-type: none"> To provide a standard for consistency in tracking services in JJIS; To provide a threshold for a view of current juvenile justice practice; To provide a foundation to compare trends in key service areas over time; and To establish a foundation to develop capacity to measure results based on evidence
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DEFINITIONS:	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.
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Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- **Competency Development**
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- **Family**
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- **Fire Setter**
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- **Gang**
 - Gang – Non-Residential
 - Gang – Residential
- **Mental Health**
 - Mental Health – Non- Residential
 - Mental Health – Residential
- **Co-Occurring**
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- **Sex Offender**



	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions



	<ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<p>FORMS:</p>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



Oregon

Kate Brown, Governor

Oregon Youth Authority Procurement Unit

530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7330
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

July 29, 2021

Re: Contract# 14688 hereafter referred to as "Contract."

Please complete and return the following documents:

- This Document Return Statement
- Completed signature page(s)

Note: If you have any questions or concerns with the above referenced Contract, please feel free to contact Susanna Ramus, Contract Specialist at (503) 373-7330.

Please complete the following:

I _____,
(Name) (Title)

received a copy of the above referenced Contract, consisting of 32 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Morrow County** by email from OYA Procurement Unit on the date listed above.

On _____, I signed the printed form of the electronically transmitted Contract without change.

(Authorized Signature)

(Date)

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The State of Oregon Grant Agreement provides funds through the Department of Education on behalf of the Youth Development Division to Morrow County's Juvenile Department. These funds are distributed on a reimbursement basis and Morrow County is receiving \$63,000.00 for the biennium of July 1, 2021 through June 30, 2023.

These funds are available to counties and are to be used to help reduce recidivism and to help prevent youth from ever entering the juvenile justice system. The goal is to target risk factors early enough and keep youth engaged in pro-social activities so they will remain out of the system.

Most of the funding would go to the Made to Thrive program which is a Non-Profit Organization whose purpose is to give at-risk and vulnerable youth a positive environment through extracurricular activities such as sports, music, dance and art. Some of the funds will go toward the Diversion Program that has been implemented to help pay for staffing as well as any curriculum(s) or needs for the youth in the program.

Attached is the LPSCC letter endorsing the plan.

2. FISCAL IMPACT:

GL 101-112-3-30-3425 in the amount of \$63,000.00

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve and sign the State of Oregon Grant Agreement # 15684

Attach additional background documentation as needed.

To Whom It May Concern:

The Morrow County Local Public Safety Coordinating Council met on March 23, 2021 and unanimously endorsed the 2021-2023 Biennial Plan for the Juvenile Crime Prevention grant presented by Christy Kenny of the Morrow County Juvenile Department. Due to technical issues, a quorum may not have been present for this vote. On May 25, 2021, Ms. Kenny came back before the Council and again presented the plan for the Juvenile Crime Prevention grant. LPSCC unanimously endorsed the 2021-2023 Biennial Plan.

Ms. Kenny reviewed the plan to engage the services of Made to Thrive as well as the Diversion Program. She also reviewed the proposed budget with the Council.

After Ms. Kenny's presentation, LPSCC unanimously endorsed the plan as presented.

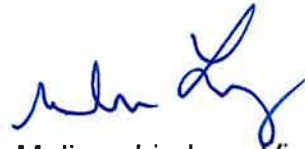
Should you have questions about LPSCC's support, my contact information is listed below. Should you have questions about the plan, please contact Ms. Kenny.

Thank you for your consideration and support.

Sincerely,



Christy Kenny, Chair
Morrow County LPSCC
541-676-5642
ckenny@co.morrow.or.us



Melissa Lindsay, Vice Chair
Morrow County LPSCC
541-561-0234
mlindsay@co.morrow.or.us

STATE OF OREGON GRANT AGREEMENT

Grant No. 15684

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education on behalf of the Youth Development Division (“Agency”) and Morrow County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.847 and ORS 417.855, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to support local Boards of County Commissioners to provide High-Risk Juvenile Crime Prevention Services.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Anya Sekino
255 Capitol St, NE Salem, OR 97310
Phone: 503-378-5115
Email: anya.sekino@ode.state.or.us

4.2 Grantee’s Grant Manager is:

Christy Kenny
PO Box 412
Heppner, OR 97838
Phone: 541-676-5642
Email: ckenny@co.morrow.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$63,000.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its YDD Juvenile Crime Prevention Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is a unit of local government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval,

that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law

requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is

required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of

whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this

Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this

Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all

Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education on behalf of the Youth Development Division

By: _____
Procurement and Contract Specialist

Date

Morrow County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email on file at Agency
Jake Hogue, DOJ Assistant Attorney General

August 3, 2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

Agency's Youth Development Division ("YDD") aligns systems and leverages community partnerships to ensure integrated, measurable, and accountable services for youth, ages 6 through 24 that support educational and career success, focus on crime prevention, and reduce high-risk behaviors.

YDD aims to ensure Oregon's youth have the opportunity to thrive and achieve their full potential. YDD's approach is to develop statewide policy and fund community-based programs, services, and initiatives for vulnerable and resilient youth that reduce barriers to education and employment success, expand access to positive activities, and build crucial social, emotional and mental health skills and competencies.

YDD values:

- Equitable access
- Equal opportunity
- Inclusion
- Youth-centered approaches and results
- Innovation

The YDD is allocated funds each biennium to support local Boards of County Commissioners to provide High-Risk Juvenile Crime Prevention Services.

The goal of this Grant is to provide funding to the Grantee to implement its High-Risk Juvenile Crime Prevention Plan ("Plan") that will achieve the following:

1. Reduction of juvenile arrest rate in Grantee's county; and
2. Reduction of juvenile recidivism rate in Grantee's county.

SECTION II. DEFINITIONS

"Authorized Activities" means those activities authorized in Section IV of this Exhibit A.

"Board of County Commissioners" means the governing body, as defined in ORS 203.030, of a county AND includes a county court as described in ORS 203.111.

"Budget" means a budget developed by the Grantee as part of a juvenile crime prevention plan pursuant to OAR 423-120-0020 and approved by Agency.

"Costs of the Project" means Grantee's actual costs that are reasonable, necessary and directly related to the Project activities, eligible or permitted uses of the Grant Funds, and identified in Grantee's Budget.

“Juvenile Crime Prevention Funds” means state moneys distributed by the division to a county or tribe for the purpose of funding entities and programs that provide juvenile crime prevention services pursuant to OAR 423-120-0015.

“Juvenile Crime Prevention Plan” means a juvenile crime prevention plan developed under OAR 423-120-0015 for approval by the Youth Development Council.

“Juvenile Crime Prevention Service” means a service provided to youth who:

- (a) Are at high risk of committing a juvenile crime;
- (b) Exhibit or are subject to more than one of the following:
 - (A) Anti-social behavior;
 - (B) Poor family functioning or poor family support;
 - (C) Failure in school;
 - (D) Substance abuse; or
 - (E) Negative peer association; and
- (c) Demonstrate at-risk behaviors that will result in the youth's imminent or increased involvement in the juvenile justice system.

SECTION III. PROJECT ACTIVITIES AND BUDGET

Grantee’s approved Juvenile Crime Prevention Plan, on file with Agency, is incorporated into this Agreement.

Upon its completion and Agency’s written approval, Grantee’s Budget shall be incorporated into this Agreement.

Grantee shall implement Project activities that achieve the goal of this Grant and meet the needs of a targeted population of youth age 18 or younger in the county who:

- (1) Have more than one of the following at-risk factors:
 - (a) Antisocial behavior;
 - (b) Poor family functioning or poor family support;
 - (c) Failure in school;
 - (d) Substance abuse problems; or
 - (e) Negative peer association; and
- (2) Are clearly demonstrating any of those at-risk factors that have come to the attention of government or community agencies, schools or law enforcement and will lead to imminent or increased involvement in the juvenile justice system.

Agency will disburse Grant Funds only for the Costs of the Project activities that occur, including expenses incurred, during the Performance Period.

If Grantee subawards any of the Project Juvenile Crime Prevention Service, the award entered between the Grantee and the third party must include all parameters of the Grant Agreement between Agency and Grantee.

Grantee shall use the guidelines developed and provided by Agency pursuant to OAR 413-120-0015 to measure changes in juvenile crime and recidivism. The guidelines can be found at the following web address: <https://www.oregon.gov/youthdevelopmentdivision/juvenile-justice/Pages/JCP-Mission-Guidelines.aspx>

Grantee shall enter information related to assessing an individual's risk of committing a juvenile crime in the Juvenile Justice Information System operated by the Oregon Youth Authority ("OYA") or in the JCP Data Manager operated by Agency.

Grantee shall notify in writing and seek the approval of Agency's Grant Manager, identified in Section 4 of this Grant, of any changes to the Budget.

Grantee must return to Agency any Grant Funds that have not been obligated six months before the date on which this Grant Agreement ends

SECTION IV. USES OF FUNDS

Grantee must use Grant Funds in accordance with OAR 423-120-0010 to OAR 423-120-0040.

- (1) Except as provided in subsection (2) of Section IV of this Exhibit A, Grant Funds must be used by the Grantee programs that provide juvenile crime prevention services as specified in the Grantee's crime prevention plan.
- (2)(a) Except as provided in paragraph (b) of this subsection, Grantee may use up to 10 percent (10%) of juvenile crime prevention funds distributed to Grantee to pay expenses accrued, directly or indirectly, as a result of implementing the juvenile crime prevention plan.
- (b) If Grantee has been identified by the YDD to receive the minimum amount of juvenile crime prevention funds available to a county under OAR 423-120-0001 to 423-120-0050 may use up to 15 percent (15%) of Grant Funds distributed to Grantee to pay expenses accrued, directly or indirectly, as a result of implementing the juvenile crime prevention plan.
- (3) Grant Funds may not be used to replace other funds that the Grantee dedicated, before entering into this Grant Agreement, to fund entities and programs that provide juvenile crime prevention services during the term of this Agreement.
- (4) Grant Funds may not be used to fund an entity or program providing a juvenile crime prevention service if the entity or program is funded by another federal or state

funding source and the use of Grant Funds is duplicative of the use of funds from the other funding source.

Grant Funds must be used in accordance with all applicable federal and state laws, rules, and regulations and all applicable circular letters issued by the United States Office of Management and Budget, including, but not limited to:

- (1) 75 U.S.C. 7501 to 7506 (requirements for single audits);
- (2) 42 U.S.C. 2000d to 2000d-7 (civil rights requirements for federally assisted programs);
- (3) 42 U.S.C. 12131 to 12134 and 12141 to 12165 (equality opportunity for individuals with disabilities when providing public services);
- (4) 29 U.S.C. 794 (nondiscrimination under federal grants and programs);
- (5) 20 U.S.C. 6081 to 6084 (prohibition against smoking in indoor facilities operated by a federal agency either directly or by contract);
- (6) 2 C.F.R. 225 (Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)); and
- (7) 70 F.R. 41242 (Audits of State, Local Governments, and Non-Profit Organizations (OMB Circular A133)).

Administrative Costs. Grantee may be reimbursed for administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

Budgetary Modifications. Grantee may expend amounts that differ from the amounts and line items shown in the Budget by no more than 10% with Agency's prior written approval as long as the total amount expended for all categories does not exceed the total Grant Funds identified in Section 6 of this Grant and otherwise complies with the terms of this Grant. Any adjustments to a line item in the Budget that exceed 10% of the amount identified in the original Budget **or** any adjustments to the overall Budget that result in an increase to the total Grant Funds identified in Section 6 may not be done without an amendment to this Grant.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

REPORT	DUE DATE
Quarterly Reports	Within 30 days after the end of each quarter listed below : Quarter 1: July 1, 2021 – September 30, 2021 Quarter 2: October 1, 2021- December 31, 2021 Quarter 3: January 1, 2022 – March 31, 2022 Quarter 4: April 1, 2022 - June 30, 2022 Quarter 5: July 1, 2022 – September 30, 2022 Quarter 6: October 1, 2022 - December 31, 2022 Quarter 7: January 1, 2023 – March 31, 2023 Quarter 8: April 1, 2023 - June 30, 2023
Final Report	By August 1, 2023

If the Grant is terminated in accordance with Section 18, the final report is due within 30 days after the termination date. Final payment is contingent upon Agency’s acceptance of the Final report. The obligation to deliver the Final Report shall survive the termination of this Agreement.

Agency will evaluate Grantee as reimbursement requests are made by the Grantee using the reimbursement form provided by the Agency. Agency will use data provided in reimbursement requests to monitor the Grantee. Grantee’s failure to use the required reimbursement form may result in a delay or denial of reimbursement.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION VI. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred quarterly basis upon receipt of Grantee’s request(s) for disbursement and in accordance with the Budget prepared by Grantee.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency’s Grant Manager identified in Section 4.

Grantee must send its requests for disbursement via email to Agency’s Grant Manager identified in Section 4 of this Agreement.

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Grantee may not use any funds disbursed under this Agreement to reimburse any person or entity for expenditures made, or to pay for any expenses incurred, before the effective date of the Agreement.

Grantee may not use any funds disbursed under this Agreement to reimburse any person or entity for expenditures made, or to pay for any expenses incurred, before the date on which the Youth Development Council approved Grantee's the juvenile crime prevention plan.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and ***require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant***, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.



Columbia Development Authority

5d

August 2, 2021

Commissioner Jim Doherty
Morrow County
PO Box 788
Heppner, OR 97836

Dear Mr. Jim Doherty,

Thank you for attending the meeting on July 27th. I have been in contact with General Evans since we met last week at the depot, we are in the process of setting up a monthly teleconference meeting with his team, including Mr. Ramsdell and Mr. Reheuser who were also in attendance. The goal is to continue pressing towards the transfer of the depot property to the CDA. The CDA provided a timeline to the Army and CDA board, that we think is attainable and this group will continue to monitor.

Note: On April 20th the CDA invoiced each CDA Board member for the amount of \$2531.80 which was for the grants 4th quarter January-March 2021/ID CL0909-20-09, 10% match. Then we received a late invoice from Schwabe Williamson and Wyatt on April 29th in the amount of \$4048.00 for service performed during February and March. The invoice reflects the additional match of \$80.96 per member.

The CDA was also successful in receiving a grant to fund the CDA through the Federal Government, beginning April 1, 2021-March 31, 2022/ID CL0909-21-10. The Invoice provided includes the 10% match amount of \$2,228.40 for the first quarter of this current grant period.

Note: CDA member matches will reflect the 10% owed in Non-Federal grant totals for each quarter, the next match invoice for July-September 2021/ID CL0909-21-10, which is the 2nd quarter, will be mailed out by the 1st of November.

Please make your check payable to the Port of Morrow who is the fiscal agent for the CDA. Please do not hesitate to call me if you have any questions about this or any other matter.

Best Regards,

INVOICE

Date: August 2, 2021
Invoice Grant April 1-June 30, 2021
1st Quarter



Port of Morrow (Acting TO Commissioner Jim Doherty
Fiscal Agent for CDA) Morrow County
PO Box 200 PO Box 788
Boardman, OR 97818 Heppner, OR 97836

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Federal Grant ID CL0909-20-09 an additional late invoice for <u>4th Quarter</u> of Jan-March 2021. (see letter attached).		\$80.96
1	Columbia Development Authority Non-Federal cash match Department of Defense Grant April 1 thru June 30, 2021. Note: Federal Grant ID CL0909-21-10 / April 2021-March 2022. <u>1st Quarter</u>		\$2228.40
Make Check Payable to the Port of Morrow			
SUBTOTAL			\$2309.36
SALES TAX			0
TOTAL			\$2309.36



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 5/12/2021

Columbia Development Authority - Non-Federal Cash Match

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Kate Knop 5/12/2021 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Columbia Development Authority (CDA) receives a Office of Economic Adjustment (OEA), United States Department of Defense, award for the support for redevelopment of the former Umatilla Chemical Depot.

Included in this agenda packet:

1. OEA - Department of Defense award for fiscal year 2020-2021 totaling \$531,224; including a 10% non-federal cash match \$53,124;
 - a. Since 2013, Morrow County's contribution is \$68,399.80 towards the 10% cash match.
2. Morrow County payment reconciliation from 2013 to current;
3. CDA letter from Mr. Greg Smith; and
4. CDA invoice, for 4th quarter, \$2,531.80

2. FISCAL IMPACT:

Morrow County quarterly payments are paid from the #210 - Finley Buttes License Fees Fund.

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.

Office of Economic Adjustment

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY

U.S. DEPARTMENT OF DEFENSE
OFFICE OF ECONOMIC ADJUSTMENT
2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202

2.INSTRUMENT TYPE:

Grant Agreement

3.AWARD TYPE

Non-Construction

4.TYPE OF ACTION:

New Award

5.FEDERAL AWARD DATE:

2020-04-06

6.AWARDED TO:

Port of Morrow
P.O. Box 200
Boardman OR
97818-0200

7.PRINCIPAL INVESTIGATOR

Lisa Mittelsdorf
Director of Economic Development
P.O. Box 200
lisam@portofmorrow.com

8.UNIQUE ENTITY IDENTIFIER:

104063490

9.OEA AWARD NUMBER:

CL0909-20-09

10.FEDERAL AWARD IDENTIFICATION NUMBER:

HQ00052010018

11.PROGRAM TYPE:

Base Realignment and Closure

12.AMENDMENT NUMBER:**13.REGULATORY AUTHORITY:**

2 CFR 200

14.PERIOD OF PERFORMANCE:

04/01/2020 - 03/31/2021

15.STATUTORY AUTHORITY:

10. U.S. Code § 2391

16.CFDA NUMBER AND TITLE:

12.607 Community Economic Adjustment Assistance for Establishment,
Expansion, Realignment, or Closure of a Military Installation

17.TITLE AND DESCRIPTION:

Support for Redevelopment of the former Umatilla Chemical Depot

18.BUDGET SUMMARY

	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	\$0	\$0	\$0
OBLIGATED BY THIS ACTION	\$478,100	\$53,124	\$531,224
INDIRECT COST RATE IS: 0	\$0	\$0	\$0
TOTAL OBLIGATED ON AWARD	\$478,100	\$53,124	\$531,224
GRANT TOTAL	\$478,100	\$53,124	\$531,224

19.FEDERAL AGENCY POINTS-OF-CONTACT

GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Frank Davis frank.a.davis68.ctr@mail.mil 703-697-2078	Tim Robert timothy.b.robert.civ@mail.mil (916) 557-7315

20.TERMS AND CONDITIONS

The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.

The following documents may be found at:
<http://www.oea.gov/grants/grant-terms-and-conditions>.

National Policy Requirements
 General OEA Terms and Conditions
 Program-Specific Terms and Conditions

Special Conditions

1. This grant period is from April 1, 2020, through March 31, 2021. Eligible costs incurred between April 1, 2020, and the date of this agreement are allowable and reimbursable.

21.AWARD PERFORMANCE GOALS

REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Semi-Annual	2020-10-31
Federal Financial Report	Semi-Annual	2021-06-30
Final Performance Report	Semi-Annual	2021-06-30

22.AFFIRMATION OF AWARD

By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.

FOR THE RECIPIENT

FOR THE UNITED STATES OF AMERICA



Name Eileen Hendricks
Title Authorizing Official

Date Signed 2020-04-14

Patrick O'Brien
Award Official

Date Signed
2020-04-06

MORROW COUNTY
 #210 - Columbia Development Authority
 Payment Reconciliation

As of 5/10/2021, 3:51 PM

PAY DATE	CK NO	FISCAL YEAR	QUARTERS BILLED	G/L ACCOUNT	AMOUNT PD
2/7/2013	148043	2012/2013	Match Feasibility Analysis	210 260-5-50-5999	\$ 9,947.20
		2012/2013 Total			\$ 9,947.20
2/20/2014	153353	2013/2014	2013/2014 LRA Grant Match	210 260-5-50-5999	\$ 10,400.00
		2013/2014 Total			\$ 10,400.00
12/29/2014	157597	2014/2015	10% Match 2014/2015 OEA Grant	210 260-5-50-5999	\$ 9,277.20
		2014/2015 Total			\$ 9,277.20
10/6/2016	165832	2015/2016	10/01/2015 - 06/30/2016	210 260-5-50-5999	\$ 4,714.00
		2015/2016 Total			\$ 4,714.00
10/26/2017	171182	2016/2017	07/01/2016 - 09/30/2016	210 260-5-50-5999	\$ 1,270.80
10/26/2017	171182	2016/2017	10/01/2016 - 06/30/2017	210 260-5-50-5999	\$ 5,311.00
		2016/2017 Total			\$ 6,581.80
7/26/2018	174504	2017/2018	07/01/2017 - 09/30/2017	210 260-5-50-5999	\$ 1,540.00
7/26/2018	174504	2017/2018	10/01/2017 - 03/31/2018	210 260-5-50-5999	\$ 3,080.00
		2017/2018 Total			\$ 4,620.00
4/11/2019	177876	2018/2019	04/01/2018 - 09/30/2018	210 260-5-50-5999	\$ 2,851.00
4/11/2019	177876	2018/2019	10/01/2018 - 12/31/2018	210 260-5-50-5999	\$ 1,650.00
4/11/2019	177876	2018/2019	??pre-payment??	210 260-5-50-5999	\$ 4,000.00
5/12/2020	183861	2018/2019	04/01/2018 - 09/30/2018	210 260-5-50-5999	\$ 2,851.00
5/12/2020	183861	2018/2019	CREDIT	210 260-5-50-5999	\$ (8,501.00)
5/12/2020	183861	2018/2019	10/01/2018 - 12/31/2018	210 260-5-50-5999	\$ 1,597.20
5/12/2020	183861	2018/2019	01/01/2019 - 03/31/2019	210 260-5-50-5999	\$ 1,636.20
5/12/2020	183861	2018/2019	04/01/2019 - 06/30/2019	210 260-5-50-5999	\$ 1,684.60
		2018/2019 Total			\$ 7,769.00
5/12/2020	183861	2019/2020	07/01/2019 - 09/30/2019	210 260-5-50-5999	\$ 1,511.00
5/12/2020	183861	2019/2020	10/01/2019 - 12/31/2019	210 260-5-50-5999	\$ 1,962.60
5/12/2020	183861	2019/2020	01/01/2020 - 03/31/2020	210 260-5-50-5999	\$ 1,822.20
8/6/2020	183985	2019/2020	4/1/2020-6/30/2020	210 260-5-50-5999	\$ 1,921.60
		2019/2020 Total			\$ 7,217.40
1/21/2021	186168	2020/2021	07/01/2020 - 09/30/2020	210 260-5-50-5999	\$ 3,042.20
3/11/2021	186673	2020/2021	10/01/2020 - 12/31/2020	210 260-5-50-5999	\$ 2,299.20
5/6/2021	187254	2020/2021	01/01/2021 - 03/31/2021	210 260-5-50-5999	\$ 2,531.80
		2020/2021 Total			\$ 7,873.20
		Grand Total			\$ 68,399.80



Columbia Development Authority

April 20, 2021

Dear CDA Board Members,

The past three months has been very successful and a big thank you to our CDA members for the work you did during this time.

CDA staff and Ferguson Engineering reviewed CTUIR easements and the survey of the 4019 acres in the Wildlife Habitat area. This is a survey that needed to be completed per the Programmatic Agreement Amendment.

ODOT Interactions – engaged with ODOT as it relates to the HB 2017 funding, ODOT expectations and IGA timeline.

UEC interactions with potential developer and timelines for a transmission line.

CDA worked multiple times with the Office of General Council, Environmental Law Dept of the Army, BRAC, CDA Attorney and Counties to develop resolutions for both Umatilla and Morrow Counties regarding the PA Amendment-Cultural Site Preservation and 1944 Explosion Site.

Reviews of the CDA IGA.

Telephone conference calls and in person meetings with potential developers and igloo sub-leases.

The CDA was successful in receiving a grant to fund the CDA through the Federal Government, beginning April 1, 2021-March 31, 2022.

Note: CDA member matches will reflect the 10% owed in Non-Federal grant totals for each quarter, the next match April thru June 2021 will be mailed out in July 2021.

Best Regards,

Received By
APR 27 2021

Morrow County
Finance

Two Marine Drive
P.O. Box 200
Boardman, OR 97818
541-481-3693

www.columbiadevelopmentauthority.com

00121

202104271905



Columbia Development Authority

Date: April 20, 2021
Invoice Grant 1-1 thru 3-31, 2021 4th Quarter

Port of Morrow (Acting Fiscal Agent for CDA)
Two Marine Drive, Suite 102
Boardman, OR 97818

TO Commissioner Jim Doherty
Morrow County
PO Box 788
Heppner, OR 97836

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Columbia Development Authority Non-Federal cash match Department of Defense Grant 1-1 thru 3-31, 2021 4 th Quarter.		\$2531.80

Note: Federal Grant ID CL0909-20-09

SUBTOTAL	\$2,531.80
SALES TAX	0
TOTAL	\$2,531.80

ok to pay

210-260-5-50-5999

Make all checks payable to Port of Morrow (Note -CDA Grant Match)

Thank you!

Received By
APR 27 2021
Morrow County Finance






Federal Financial Report - Umatilla CD Redevelopment 2020

Federal Financial Report - Umatilla CD Redevelopment 2020

Organization: Port of Morrow	Program Type: Base Realignment and Closure	Project Type: Major Closure
GMS: Frank Davis	PM: Tim Robert	Project Number: CL0909
Grant Number: CL0909-20-09	FAIN: HQ00052010018	Report Code: Semi-Annual
Authorizing Official: Eileen Hendricks	Grant Start - End Date: 04/01/2020 - 03/31/2021	Delegated Authority: Lisa Mittelsdorf
Approved Amount: \$478,100	Total Paid: \$444,415.00	Balance Remaining: \$0.00
Obligated Federal Amount: \$478,100.00	Deobligated Federal Amount: \$33,685.00	

Activity Details

Revision Comments:

Reporting Period:

Date Due:

lease 06/30/2021

Reporting Period Covered From:

ing Period Covered To: 03/31/2021

Financial Report Type:

Accounting: Accrual

Handwritten note on a yellow sticky note:
 FY 2020 - 2021 Reports

DUNS

104063490

EIN

93-0575616

Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)

Federal Cash		
a. Cash Receipt		\$444,415
b. Cash Disbursements		\$444,415
c. Cash on Hand (line a minus b)		\$0
Federal Expenditures and Unobligated Balance		
d. Total Federal funds authorized		\$478,100
e. Federal share of expenditures		\$444,415
f. Federal share of unliquidated obligations		\$0
g. Total Federal share Total Federal share (sum of lines e and f)		\$444,415
h. Unobligated balance of Federal funds (line d minus g)		\$33,685
Recipient Share		
i. Total recipient share required		\$53,124
j. Recipient share of expenditures		\$49,379
k. Remaining recipient share to be provided (line i minus j)		\$3,745
Program Income		
l. Total Federal program income earned		\$0
m. Program income expended in accordance with the deduction alternative		\$0
n. Program income expended in accordance with the addition alternative		\$0
o. Unexpended program income (line l minus line m or line n)		\$0

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share	g. Totals
Indirect Expense						\$0	\$0	\$0

Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation

The CDA met the full dollar amount/percentage required by the grant agreement.

Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

Typed or Printed Name and Title of Authorized Certifying Official:	Eileen Hendricks / CFO
--	------------------------

**Signature of Authorized
Certifying Official:**

Eileen Hendricks

**Telephone (Area code,
number and extension):**

541-481-7678 /

Email Address:

eileenh@portofmorrow.com

**Approved Ammendment
Amount:**



Final Performance Report - Umatilla CD Redevelopment 2020

Final Performance Report - Umatilla CD Redevelopment 2020

Organization: Port of Morrow	Program Type: Base Realignment and Closure	Project Type: Major Closure
GMS: Frank Davis	PM: Tim Robert	Project Number: CL0909
Grant Number: CL0909-20-09	FAIN: HQ00052010018	Report Code: Semi-Annual
Authorizing Official: Eileen Hendricks	Grant Start - End Date: 04/01/2020 - 03/31/2021	Delegated Authority: Lisa Mittelsdorf
Approved Amount: \$478,100	Total Paid: \$444,415.00	Balance Remaining: \$0.00
Obligated Federal Amount: \$478,100.00	Deobligated Federal Amount: \$33,685.00	

Activity Details

Revision Comments:

1. This number doesn't make sense: Total Funds October 1, 2020-March 31, 2021 were \$245,593.00.
2. Cash on hand should always be \$0.00
3. Please provide an explanation for the remaining balance of \$33,685 - why wasn't this needed/spent?

Reporting Period:

Final

Date Due:*IMPORTANT!* Please read tool tip.

06/30/2021

Reporting Period Covered From:

04/01/2020

Reporting Period Covered To:

03/31/2021

Report Type:

Semi-Annual

Objectives and Accomplishments

Compare actual accomplishments to the objectives established for the period.

Under Federal Award Grant Number: CL0909-20-09 the Columbia Development Authority (CDA) is pursuing five specific objectives designed to facilitate as rapidly as possible the prudent reuse and transfer of properties at the Umatilla Army Chemical Depot. The grant's objectives are to:

1. Maintain the institutional capacity in Umatilla and Morrow County for the five CDA parties and other key partners to coordinate among themselves and with the Department of Defense to expedite the transfer and the reuse of the Umatilla Army Depot.
 2. Provide a local capacity to instigate and coordinate communications and meeting among affected parties. Provide information to the general public and facilitate the base closure process among stakeholders.
 3. Create institutional capacity at the local level for the five CDA parties and other key organizations with the Department of Defense to expedite the transfer and reuse of the Umatilla Chemical Depot.
 4. Sub-lease/Income
 5. Army/BRAC Communications
 6. Legal Support Services
 7. Planning Support Services
 8. CDA is available to collaborated with BRAC to move forward in preparation to execute final documents of land conveyance to the CDA
 9. Final EDC Package (Economic Development Conveyance), Programmatic Agreement and MOA
- Actual Accomplishments to the Objectives for the Final Performance Report

1. OBJECTIVE

Continued to maintain a highly professional staffed office that exercises appropriate fiduciary controls.

ACCOMPLISHMENTS

The CDA continued to employ Mr. Greg Smith as the CDA Executive Director, and Ms. Debbie Pedro as Director of Economic Development Coordination and Administrative Assistant. Their work has continued for accomplishing semi-annual reporting requirements, with the tremendous OEA support and guidance of Tim Robert. The CDA continued focusing on maintaining the institutional capacity of the 5 CDA parties (Ports of Morrow and Umatilla, Counties of Morrow and Umatilla and the Confederated Tribes of the Umatilla Indian Reservation) and multiple key partners. The CDA has made significant progress towards the future transfer of Depot property from the Army to the CDA.

2. OBJECTIVE

Hold regular CDA Board meetings as appropriate, participate in Chambers of Commerce meetings, attend public events as invited, and communicate with the media as requested.

ACCOMPLISHMENTS

CDA held three regular public and board meetings and four executive session meetings. Attended Chamber of Commerce meetings, as the schedule allowed. We participated in most of the following area Chamber of Commerce meetings for Boardman, Heppner, Irrigon, and Hermiston. Note: Covid 19 caused most meetings to be held via Zoom.

3. OBJECTIVE

Create institutional capacity at the local level for the five CDA parties and other key people to coordinate among themselves and with the Department of Defense to expedite the transfer and reuse of the Umatilla Chemical Depot. Provide local capacity to instigate and coordinate communications and meetings among affected parties. Provide information to the general public

and facilitate the base closure process among stakeholders.

ACCOMPLISHMENTS

The CDA Office continued to act in a proactive capacity in the provision of essential administrative and management functions including the establishment of the main working groups, facilitation of collaborative issue management solutions, distribution of public information, and coordination among stakeholders. CDA also provided a daily administrative presence for telephone and email responses, meeting support, website maintenance, and basic front office functions.

4. OBJECTIVE

When the CDA was granted federal award, the CDA intended to generate operational income through the creation of sub-leases.

ACCOMPLISHMENTS

The CDA has existing sub-lease in place and continues to work with BRAC for the sub-leases as they come along. Currently the CDA manages three subleases with Columbia Basin Farming, LLC, Walla Walla Foundry and Bay West LLC. According to the local BRAC office the intention for furthering additional sub-lease opportunities is dependent on the Lease agreement with the CDA that limits the use of the igloos. The goal is to continue work on transferring the land to the CDA.

The CDA has had substantial inquiries on igloo uses throughout the year.

5. OBJECTIVE

The CDA regularly participates in conference calls with the BRAC and other relevant partners. During those calls, Director Smith encourages the continued advancement of the land transfer, presses for regular updates and offers professional support to the BRAC. Note: There has been substantial changes in personal with BRAC.

ACCOMPLISHMENTS

CDA has had several calls with BRAC, OGC, ELD discussing the advancement of the Programmatic Agreement Amendment, which has been the document holding up any substantial closing documents that will lead to the transfer of the depot property to the CDA. The CDA has determined that the calls have been successful in advancing this document.

6. OBJECTIVE

Legal Support Services have included the following:

ACCOMPLISHMENTS

Overview and suggested edits the Programmatic Agreement Amendment.

EPA Matters and discussions with EPA and BRAC, the final document was finally signed in October 2020 after waiting months after the public review was completed.

Overview and suggested edits of resolutions.

1. Overview, suggested edits and drafts. Umatilla County resolution was developed to address the adverse effects of the 1944 Igloo Site Explosion, including the DR protection and oversight of this historical site, including an easement to the site. The resolution is a new addition to the Programmatic Agreement Amendment. See attached resolution.

2. Overview, suggested edits and drafts. Morrow County resolution was developed to address the adverse effects of the Southern Oregon Trail Section, to include Morrow Counties future ownership of trail and the protection and oversight in perpetuity of this historical site. This resolution is a new addition to the Programmatic Agreement Amendment. See attached resolution.

Drafts, Overview and suggested edits with the Office of General Council and BRAC.

Survivorship Language to be added to the Programmatic Agreement Amendment and MOU between the Army and CDA.

Review of a correspondence from the Oregon Trail Advocates.

Attended CDA Board Meetings, Umatilla County Commissioners Meeting, Morrow County Commissioners Meetings.

Phone conference calls and email communications with all parties regarding the Programmatic Agreement, County

Resolutions, MOU, survivorship language and CDA Board IGA reviews.

7. OBJECTIVE

Planning Support Services

ACCOMPLISHMENTS

Accomplished Through March 2021

The majority of the work and the most intensive work was completed, specifically the site survey and the site industrial park layout work. This list is based on what we initially did coupled with changing efforts as the planning and preliminary engineering work proceeded. There are several other smaller tasks throughout this process as assigned by the CDA.

Site Survey Work – A completed site survey for the purpose of updating the overall maps of the CDA property.

- Secured several prior survey documents and maps
- Conducted research to establish and confirm survey control for the depot
- Completed easement research to properly depict existing easements onto updated maps
- Completed ground surveying to confirm control and to accurately depict property lines to separate parcel ownership between the OMD, CDA, and counties.
- Transferred all information onto a mapping database to set the basis to prepare site maps for planning and site layout purposes

Site Industrial Park Layout Work – site layout alternatives for group discussion.

- Investigated typical industrial property lot sizes, both acreage and dimensions
 - Developed a site layout that would maximize readily available industrial property while maximizing access to a new road network
 - The developed site layout included a potential new industrial road connecting each interstate interchange, and included a loop road around the storage igloos
 - Developed approximate footprint areas for wastewater lagoons, water infiltration areas, water system, all while protecting other site features, such as the storage igloos, potential solar development areas, etc.
 - Worked with NOWA to determine the size of area needed for their infiltration project and where it could be located on CDA property
 - Developed preliminary design criteria to evaluate anticipated water and wastewater needs for industrial developed areas
 - Secured measurements of features located in the corridor along the south side of OMD between the east and west industrial properties to help place the UEC transmission line as it relates to other corridor needs, such as roads, rail, other utilities, etc.
- Review of Survey's required by the Army for the Wildlife protection area and easements the Confederated Tribes of the Umatilla Indian Reservation was to be done in accordance with the CDA and CTUIR MOA.

Infrastructure Systems Evaluations – evaluations on what would be needed to provide infrastructure service to the properties, from a high-level perspective.

- Evaluated on site infrastructure and its availability to serve CDA and county properties, specifically wells that will be under CDA ownership
 - Reviewed well logs, aquifer well sources, and water rights information
 - Evaluated alternatives for wastewater system treatment and disposal, to include on site disposal, City of Hermiston, etc.
- Completed a basic evaluation of other utilities potentially needed for industrial site development, such as power, gas, etc.

ODOT Interactions – engaged ODOT as it relates to the HB 2017 funding and ODOT expectations for the two interstate interchanges.

- Set up and attended meetings with ODOT to discuss their thoughts and general requirements for use of HB 2017 funds

- Determined what the HB 2017 funds could be used for as well as exclusions as it relates to their use
 - Coordinated with ODOT as to potential schedules for preliminary use of the funds for engineering design purposes
- Umatilla Electric Coordination – interacted with UEC to assist with development of their transmission line corridor through the CDA property.
- Coordinated with UEC for their transmission line needs in terms of width, cornering capabilities, preferred routes, etc.
 - Evaluated the most probable location for the UEC transmission line corridor Site Mapping and GIS System Preparation – All efforts above were incorporated into development of site maps that are accurate.
 - Prepared overall site maps using prior mapping efforts coupled with more recent mapping efforts
 - Focused efforts on accurately depicting property lines and boundaries
 - Overlaid important site features on the mapping, such as the igloo accident area, Oregon trail protection areas, etc.
 - Completed mapping efforts in a GIS format so the mapping can be readily expanded in the future, and more easily shared in a web-based application in the future
- CDA Meetings – Presentations in CDA Board Meetings

RAIL DESIGN

Accomplished April 2020-March 2021

- Engineer attended CDA work session meetings to review draft site layout figures, site visit and discussions.
- Attended CDA meetings to discuss other infrastructure related items, as needed Deliverables included 10% design submission to UPRR for review (11"x17" full size). The drawings were formatted for Union Pacific Rail Road (UPRR) review and approval as per UPRR Industry Track Standards.

KEY UNDERSTANDINGS RAIL DESIGN PERFORMED

The following key understandings consistent understanding of the Rail Design scope:

- Concept layouts for rail service to support both the Port Industrial and the Depot Industrial sites.
- Rail Engineer provided coordination with UPRR to get the plans into rail access and coordination with UPRR on the review and approval of the development concept in rail access.

A preferred layout was designed and excepted by CDA Board

Submitted the Rail Development Concept (10% Design Concept) to UPRR for review.

OVERALL OBJECTIVE

Final Documents

Finalize the EDC Deal Points, review MOA and Industrial Land Use Institutional Controls. Respond and to seek concurrence from the Army in regards to the EDC Package and successful transfer.

ACCOMPLISHMENTS

The Easement and Equitable Servitude (EES) documents have been thoroughly reviewed by DEQ, EPA and BRAC. The EES went out for a 30-day public review in May 2020, the CDA provided minor edits at that time. Delay in signing. The CDA made calls to the EPA and BRAC offices as to the delay of this EES final signed document in October 2020 and without further delay the document is signed and will be added to the final closing documents.

DELAY-REASONS FOR SLIPPAGE

PA amendment is in final draft form, with the addition of the resolutions from Umatilla and Morrow Counties and the survivorship language. These documents are currently under review by the Army Environmental Law Division and the Office of General Council. Once the Programmatic Agreement is complete then it will go out for a 30-day public review and all closing documents will proceed.

FOST Finding of Suitability for environmental condition of the property is in the process of being updated by BRAC and then final review by the Army Environmental Law Division and OGC. We believe this will occur sometime in the first half of 2021.

The EDC package is very extensive and includes all closing documents, and this is why the Army/CDA MOA, Programmatic Agreement and the FOST need to be complete to move forward with the EDC Package.

Note: The depot properties will be transferred from the Army to the CDA in two phases. The First phase will include 9539 Acres to be transferred from the Army to the CDA. The second phase which will undergo remediation and once that process is complete will include 63.47 acres of property that will be transferred from the Army to the CDA.

Provide reasons for slippage if established objectives were not met.

Provide reasons for slippage if established objectives were not met.

Project milestones within the semi-annual period were all met except as noted above regarding the PA Amendment and EDC Package.

Project Expenses

Project Expenses Narrative

Provide an accounting of actual and projected quarterly expenditures by the budget line items approved in the grant.

The Grantee expensed \$444,415.00 in federal funds during this reporting period and \$49,379.00 in non-federal funds.

Total projected expenditures for the reporting period April 1, 2020-March 31, 2021 (federal and non-federal) were \$493,794.00.

Total Federal Un-expended funds for this reporting period were \$33,685.00.

All expenditures are consistent with the work performed.

Federal Cash on Hand

Please provide the amount of Federal cash on hand at the end of the reporting period must be provided.

\$0.00

Category	Approved - Federal	Approved - Nonfederal	Spent - Federal (this period)	Spent - Non-Federal (this period)	Cumulative Federal	Cumulative Non-Federal
Personnel	\$179,259	\$19,918	\$91,079.00	\$10,120.00	\$181,938.00	\$20,215.00
Fringe Benefits	\$75,288	\$8,366	\$38,253.00	\$4,251.00	\$76,413.00	\$8,491.00
Travel	\$22,523	\$2,503	\$0.00	\$0.00	\$1,767.00	\$195.00
Equipment	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00

Supplies	\$3,708	\$0	\$5,350.00	\$596.00	\$9,174.00	\$1,022.00
Other Costs	\$33,072	\$3,675	\$13,650.00	\$1,516.00	\$27,300.00	\$3,032.00
Contractual	\$164,250	\$18,250	\$72,701.00	\$8,077.00	\$147,823.00	\$16,424.00
Indirect Costs	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$478,100	\$53,124	\$221,033.00	\$24,560.00	\$444,415.00	\$49,379.00

Additional Information

Provide additional pertinent information as appropriate.

Summary of Activities

Provide a summary of activities for the entire grant period. All required deliverables should be submitted with the final performance report. (If necessary, attach any files below.)

This is the Final Report for the Grant period April 1, 2020-March 31, 2021.

SF 428 Tangible Personal Property Forms

Please download all the forms that apply to your grant from the [whitehouse.gov website](https://www.whitehouse.gov), and upload the completed forms using the buttons below. This upload field only permits PDF documents. The PDF is not a fill-able form and will require you to download, complete then upload.

SF 429 Real Property Status Report

Please download the SF 429, if applicable to your grant, from the [whitehouse.gov website](https://www.whitehouse.gov), and upload the completed form using the button below. This upload field only permits PDF documents. The PDF is not a fill-able form and will require you to download, complete then upload.

Additional File Attachments

Anderson_Perry_Planning_Services_thru_3-31-2021.pdf

Anderson_Perry_Planning_Services_thru_3-31-2021.pdf

596.3 KB - 06/08/2021 17:23

Attorney_Letter_and_Scope_of_Work_2021.pdf

81.9 KB - 06/08/2021 17:32

Final_Performance_Report_April_2020-March_2021.pdf

106.8 KB - 06/09/2021 20:25

Rail_Pro's_planning_services_Grant_4-2020_to_3-2021.pdf

536.6 KB - 06/09/2021 17:47

Un-Expended_Funds_Summary.pdf

68.2 KB - 06/09/2021 20:07

Total Files: 5

**Approved Ammendment
Amount:**



Performance Report - Umatilla CD Redevelopment 2020

Performance Report - Umatilla CD Redevelopment 2020

Organization: Port of Morrow	Program Type: Base Realignment and Closure	Project Type: Major Closure
GMS: Frank Davis	PM: Tim Robert	Project Number: CL0909
Grant Number: CL0909-20-09	FAIN: HQ00052010018	Report Code: Semi-Annual
Authorizing Official: Eileen Hendricks	Grant Start - End Date: 04/01/2020 - 03/31/2021	Delegated Authority: Lisa Mittelsdorf
Approved Amount: \$478,100	Total Paid: \$444,415.00	Balance Remaining: \$0.00
Obligated Federal Amount: \$478,100.00	Deobligated Federal Amount: \$33,685.00	

Activity Details

Revision Comments:

Reporting Period:

01

Date Due:

IMPORTANT! Please read tool tip.

10/31/2020

Reporting Period Covered From:

04/01/2020

Reporting Period Covered To:

09/30/2020

Report Type:

Semi-Annual

Objectives and Accomplishments

Compare actual accomplishments to the objectives established for the period.

Strategic Objectives for Federal Award Grant Number: CL0909-20-09

Semi Annual Performance Report April-September 2020

Under Federal Award Grant Number: CL0909-20-09 the Columbia Development Authority (CDA) is pursuing five specific

objectives designed to facilitate as rapidly as possible the prudent reuse and transfer of properties at the Umatilla Army Chemical Depot. The grant's objectives are to:

1. Maintain the institutional capacity in Umatilla and Morrow County for the five CDA parties and other key partners to coordinate among themselves and with the Department of Defense to expedite the transfer and the reuse of the Umatilla Army Depot.
2. Provide a local capacity to instigate and coordinate communications and meeting among affected parties. Provide information to the general public and facilitate the base closure process among stakeholders.
3. Create institutional capacity at the local level for the five CDA parties and other key organizations with the Department of Defense to expedite the transfer and reuse of the Umatilla Chemical Depot.
4. Sub-lease/Income
5. Army/BRAC Communications
6. Legal Support Services
7. Planning Support Services
8. CDA is available to collaborated with BRAC to move forward in preparation to execute final documents of land conveyance to the CDA.
9. Final EDC, Programmatic Agreement and MOA

Actual Accomplishments to the Objectives for the Semi-Annual period (April 1 – September 30, 2020)

1. OBJECTIVE

Continued to maintain a highly professional staffed office that exercises appropriate fiduciary controls.

ACCOMPLISHMENTS

The CDA continued to employ Mr. Greg Smith as the CDA Executive Director, and Ms. Debbie Pedro as Director of Economic Development Coordination and Administrative Assistant. Their work has continued for accomplishing semi-annual reporting requirements, with the tremendous OEA support and guidance of Tim Robert. The CDA continued focusing on maintaining the institutional capacity of the 5 CDA parties (Ports of Morrow and Umatilla, Counties of Morrow and Umatilla and the Confederated Tribes of the Umatilla Indian Reservation) and multiple key partners. The CDA has made significant progress towards the future transfer of Depot property from the Army to the CDA.

2. OBJECTIVE

Hold regular CDA Board meetings as appropriate, participate in Chambers of Commerce meetings, attend public events as invited, and communicate with the media as requested.

ACCOMPLISHMENTS

CDA held three regular public and board meetings and four executive session meetings. Attended Chamber of Commerce meetings, as the schedule allowed. We participated in most of the following area Chamber of Commerce meetings for Boardman, Heppner, Irrigon, and Hermiston. Note: Covid 19 caused most meetings to be held via Zoom.

3. OBJECTIVE

Create institutional capacity at the local level for the five CDA parties and other key people to coordinate among themselves and with the Department of Defense to expedite the transfer and reuse of the Umatilla Chemical Depot. Provide local capacity to instigate and coordinate communications and meetings among affected parties. Provide information to the general public and facilitate the base closure process among stakeholders.

ACCOMPLISHMENTS

The CDA Office continued to act in a proactive capacity in the provision of essential administrative and management functions including the establishment of the main working groups, facilitation of collaborative issue management solutions, distribution of public information, and coordination among stakeholders. CDA also provided a daily administrative presence for telephone

and email responses, meeting support, website maintenance, and basic front office functions.

4. OBJECTIVE

When the CDA was granted federal award, the CDA intended to generate operational income through the creation of sub-leases.

ACCOMPLISHMENTS

The CDA has existing sub-lease in place and continues to work with BRAC for the sub-leases as they come along. Currently the CDA manages three subleases with Columbia Basin Farming, LLC, Walla Walla Foundry and Bay West LLC. Also, we continue to pursue the discussion of other opportunities to lease.

5. OBJECTIVE

The CDA regularly participates in conference calls with the BRAC and other relevant partners. During those calls, Director Smith encourages the continued advancement of the land transfer, presses for regular updates and offers professional support to the BRAC.

ACCOMPLISHMENTS

CDA has worked closely with the BRAC to communicate progress on all levels.

CDA regularly consults with BRAC.

6. OBJECTIVE

Legal Support Services have included the following:

ACCOMPLISHMENTS

Overview and suggested edits of the draft MOU between the Army and CDA.

Overview and suggested edits of the EDC package.

Development of a resolution and additional revisions of support for a water pipeline easement.

Attended CDA Board Meetings.

7. OBJECTIVE

Planning Support Services

ACCOMPLISHMENTS

Electrical transmission line planning at the south end of the depot property to include Umatilla and Morrow Counties.

Substation negotiations on the NW end of property to support the City of Irrigon in Morrow Co.

Discussions on Waste Water and Water Pipeline with Umatilla Co. with next steps to do a feasibility study.

Evaluating the interchange road as the access to the depot property and planning for road enhancements at I-82 interchange along with ODOT engineers.

Rail inspection of existing structure has been completed.

A rail design which includes the track and two rail spurs has been submitted to CDA and the CDA board has approved it to move to the next step. Additional planning steps related to rail infrastructure and a submission to Union Pacific Railroad will include: UPRR will received our "Project Application". They will be internally processing the information and then they will provide us with a Project Number which we may use to submit the initial concept plan back to them. Then UP will have their ENG and OPS teams give the concept an initial review and provide any comments back. Initially the first phase of the rail will service the Oregon National Guard and CDA on the Morrow Co side of the property. Second phase will serve the Umatilla Co side of the property. Note: Next step will be to submit the development concept (10% design concept) to Union Pacific Rail Road.

OBJECTIVE

Final Documents

Finalize the EDC Deal Points, review MOA and Industrial Land Use Institutional Controls. Respond to comments regarding the draft EDC application and continue negotiation with the Army regarding the application and to seek concurrence from the Army in regards to the EDC application.

ACCOMPLISHMENTS

The Easement and Equitable Servitude (EES) documents have been thoroughly reviewed by DEQ, EPA and BRAC. The EES went out for a 30-day public review in May 2020, the CDA provided minor edits at that time. The MOA between the Army and the CDA was reviewed by the CDA with minor edits in September 2020, this document is currently with Environmental Law Division of the Army for final review. The PA amendment is also in draft form and is currently under review by all signatory consulting parties. We believe that the MOA and the PA Amendment should be signatory ready by the new year 2021.

FOST Finding of Suitability for environmental condition of the property is in the process of being updated by BRAC and then final review by the Army Environmental Law Division and OGC and will go out for a 30-day public comment period. We believe this will occur sometime in the first half of 2021.

The EDC package is very extensive and includes all closing documents, and this is why the Army/CDA MOA, Programmatic Agreement and the FOST need to be complete to move forward.

Note: The depot properties will be transferred from the Army to the CDA in two phases. The First phase will include 9539 Acres to be transferred from the Army to the CDA. The second phase which will undergo remediation and once that process is complete will include 63.47 acres of property that will be transferred from the Army to the CDA.

Provide reasons for slippage if established objectives were not met.

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Project milestones within the semi-annual period were all met except as noted above regarding the MOA, PA Amendment and EDC Package.

Project Expenses

Project Expenses Narrative

Provide an accounting of actual and projected quarterly expenditures by the budget line items approved in the grant.

Columbia Development Authority

Grant Application

April 1-September 20, 2020

Semi Annual Budget Narrative

PERSONNEL

As the fiscal agent, the Port of Morrow (POM) will continue the employment of two staff to serve as the CDA Redevelopment Executive Director and the Director of Economic Development Coordination and the Assistant to the Director. The primary function of these positions will be to manage the day-to-day operations of the CDA, oversee the contracts and activities associated with this grant, and facilitate EDC transfer negotiations and logistics as highlighted in the narrative. They will also

be responsible for all required grant reporting. The salaries for these individuals reflect the activities to take place over the course of 12 months (April 1, 2020, to September 30, 2020).

CDA is requesting continued funding to cover the cost of payroll management for this project identified in the table below at approximately .06 FTE for 12 months. Specific duties include:

- Responsibility for payroll management
- Preparation of bi-weekly payroll
- Accounts payable
- Payment and record keeping
- Audit reporting.

Payroll and Fringe Benefits during this period were:

Personnel /Salaries	Federal Share	Non-Federal Share	Grant Totals
CDA Executive Director (1 FTE)			
Annual Salary of \$118,077	\$53,037	\$5904	59,041
Director of Economic Development Coordination and Assistant to the CDA Director (1 FTE)			
Annual Salary of \$76,000	\$34,201	\$3800	\$38,001
Payroll Management (.06 FTE)			
Annual Salary \$5100	\$ 3521	\$391	\$3912
Sub-Total Personnel/Salaries (for calculating fringe)	\$90,859	\$10,095	\$100,954
Fringe Benefits (42%)	\$38,160	\$4240	\$42,400
Personnel & Fringe Sub Total	\$129,019	14,335	143,354

TRAVEL

Travel has been at a minimum since the Covid 19 pandemic occurred.
Mainly local and statewide travel during this reporting period.

Travel	Federal Share	Non-Federal Share	Grant Totals
	\$1767	\$195	\$1962

CONTRACTUAL

Legal and Planning Support Services	Federal Share	Non-Fed Services	Grant Totals
Legal Support Services	\$8163	\$907	\$9070
Planning Support Services	\$66,959	\$7440	\$74,339
Support Services Total	\$75,122	\$8347	\$83,469

Legal Support Services

Overview and suggested edits of the draft MOU between the Army and CDA.

Overview and suggested edits of the EDC package.

Development of a resolution and additional revisions of support for a water pipeline easement.

Attended CDA Board Meetings.

Planning Support Services

Electrical transmission line planning at the south end of the depot property to include Umatilla and Morrow Counties.

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Operating Expense:

Office space location for the CDA remains at the POM facility, office space rent (1225 SF including offices, restroom, conference room and break area). Included in the rental costs are utilities, janitorial, copier, and phone service.

Defined in this supplies category are expenditures for office supplies and consumable supplies including items such as paper, pens, ink, and toner.

Communication costs are for communication services including two cellular phones and fiber services.

Included in this cost category is postage for standard, overnight and bulk mailings, delivery charges. The proposed value is estimated based on past expenses.

Advertising costs include publication of public notices, job notices, job announcements, requests for proposals/qualifications, and meeting announcements. The proposed value is estimated based on past expenses.

Membership dues, this expenditure includes becoming Chamber of Commerce members in local cities and towns to provide community outreach and familiarizing the business sector of the BRAC processes. It is the opinion of the Executive Director that the best way to reach local decision makers is by becoming members and participating regularly.

Other expenditures are costs not accounted for in the operating expense cost categories.

Grant Period Expenditures April 1-September 30, 2020

Budget Category Federal Share Non-Federal Share Grant Totals

Organization/Administration

Personnel & Fringe Total \$129,019 \$14,335 \$143,354

Operating Expense/Other \$17,474 \$1942 \$19,416

Legal and Planning Support Services \$75,122 \$8347 \$83,469

Travel \$1767 \$195 \$1962

Grant Total \$223,382 \$24,819 \$248,201

Federal Cash on Hand

Please provide the amount of Federal cash on hand at the end of the reporting period must be provided.

\$0.00

Category	Approved - Federal	Approved - Nonfederal	Spent - Federal (this period)	Spent - Non-Federal (this period)	Cumulative Federal	Cumulative Non-Federal
Personnel	\$179,259	\$19,918	\$90,859.00	\$10,095.00	\$181,938.00	\$20,215.00
Fringe Benefits	\$75,288	\$8,366	\$38,160.00	\$4,240.00	\$76,413.00	\$8,491.00
Travel	\$22,523	\$2,503	\$1,767.00	\$195.00	\$1,767.00	\$195.00
Equipment	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$3,708	\$0	\$3,824.00	\$426.00	\$9,174.00	\$1,022.00
Other Costs	\$33,072	\$3,675	\$13,650.00	\$1,516.00	\$27,300.00	\$3,032.00
Contractual	\$164,250	\$18,250	\$75,122.00	\$8,347.00	\$147,823.00	\$16,424.00
Indirect Costs	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$478,100	\$53,124	\$223,382.00	\$24,819.00	\$444,415.00	\$49,379.00

Additional Information

Provide additional pertinent information as appropriate.

Legal and Planning Services provided are by businesses that the CDA has had a long history and are very knowledgeable with the depot property. Each company has demonstrated through their professionalism and progression in planning and legal advice.

Schwabe, Williamson and Wyatt have been providing legal services since 2014 to the CDA. Legal services currently are overseeing the following documents: MOA between the Army and CDA, Programatic Agreement and final documents with suggested changes, there are still documents not complete that CDA will be offering suggested edits to including the FOST. Other documents such as subleases of the igloos, as well as issues that mainly pertain to land use laws, and will assist the CDA with realestate closing documents and assist with title research, due diligence investigation and other transactional work

related to the acquisition/title transfer for the Umatilla Army Depot property. Their Real Estate Group will be the primary attorneys for work, and will continue to oversee the final conveyance documents and may also enlist assistance from a real estate paralegal as appropriate, and will be working with a title company(ies).

Planning Services are provided by Anderson Perry and Associates. They have been working either with the CDA or Oregon Military Dept. over the years.

Site Surveying

Site Meetings

Infrastructure Map

Conceptual Map

RailPros

Rail and Concept Design, Planning and Maps

Onsite Meetings

Meetings with Union Pacific Rail Road

Note: RFP's are not required by Oregon state law if the work by each contractor is under 150,000.00.

Additional File Attachments

Budget_2nd_Quarter_Worksheet_July-Sept_2020.xlsx

44.2 KB - 10/21/2020 18:11

Budget_Narrative_April_1-September_30__2020.pdf

96.3 KB - 10/21/2020 18:05

Contract_CDA_and_Anderson_Perry_signed_6-10-2020.pdf

14.3 MB - 10/28/2020 18:56

Email_from_Schwabe_Williamson___Wyatt_providing_legal_Services_for_CDA_2017.docx

15.7 KB - 10/28/2020 20:34

Performance_Report_April-September_2020.pdf

129.7 KB - 10/21/2020 18:07

RailPros_Proposal_-_CDA_Umatilla_Army_Depot_Track_Concept_Design_signed_6-10-2020.pdf

1.8 MB - 10/28/2020 18:55

Umatilla_LRA_Engagement_Letter_Contract_with_Schwabe_Williamson___Wyatt_2014.pdf

408.5 KB - 10/28/2020 19:32

Total Files: 7

Approved Ammendment
Amount:



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5e

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop/Darrell Green
Department: Finance

Phone Number (Ext): 5302
Requested Agenda Date: 8/18/2021

Short Title of Agenda Item:
(No acronyms please)

Grants to Cities - #540 Resiliency Fund Budget Appropriations including U.S.
Census Population Estimates

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From:
Total Contract Amount:
Does the contract amount exceed \$5,000?

Through:
Budget Line:

Yes No

Reviewed By:

Department Director
Administrator
County Counsel
Finance Office
Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

On August 11, 2021, the Board of Commissioner discussed the Grants to Cities and postponed a final decision regarding the distribution to five incorporated cities pending the United States (US) Census population estimates for 2020.

Below, the information includes a population estimate comparison between the U.S. Census vs. Portland State University (PSU):

1. The following is the U.S. Census 2020 population estimates for States, Counties, and Cities; Morrow County's incorporated city population is 7,424, lower than PSU. by <1,086>.

Boardman - 3,794	Ione - 329
Heppner - 1,262	Lexington - 240
Irrigon - 1,799	

2. The change in population between U.S. Census vs. Portland State University to 2020:

Boardman - 3,794 - 4,580 = <786>	Ione - 329 - 330 = <1>
Heppner - 1,262 - 1,295 = <33>	Lexington - 240 - 265 = <25>
Irrigon - 1,799 - 2,040 = <241>	

<https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-cities-and-towns-total.html>

2. FISCAL IMPACT:

If approved, up to \$500,000 will distribute to incorporated Cities in fiscal year 2021-2022.

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.

Distribution Comparison for Morrow County Grants to Cities (FY 21-22) - \$300,000

	Boardman	Heppner	Irrigon	lone	Lexington	Total
US Census	3,794	1,262	1,799	329	240	7,424
Percent of total	51.10%	17.00%	24.23%	4.43%	3.23%	100%
Even - Split	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 300,000
Population Only	\$ 153,314	\$ 50,997	\$ 72,697	\$ 13,295	\$ 9,698	\$ 300,000
50% Population	\$ 76,657	\$ 25,498	\$ 36,348	\$ 6,647	\$ 4,849	\$ 150,000
50% Even	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000
Total	\$ 106,657	\$ 55,498	\$ 66,348	\$ 36,647	\$ 34,849	\$ 300,000

37.5% Population	\$ 57,493	\$ 19,124	\$ 27,261	\$ 4,986	\$ 3,637	\$ 112,500
62.5% Even	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 37,500	\$ 187,500
Total	\$ 94,993	\$ 56,624	\$ 64,761	\$ 42,486	\$ 41,137	\$ 300,000

GL: 101-199-5-50-5171

Distribution Comparison for Morrow County Grants to Cities (FY 21-22) - \$400,000

	Boardman	Heppner	Irrigon	Ione	Lexington	Total
US Census	3,794	1,262	1,799	329	240	7,424
Percent of total	51.10%	17.00%	24.23%	4.43%	3.23%	100%
Even - Split	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 400,000
Population Only	\$ 204,418	\$ 67,996	\$ 96,929	\$ 17,726	\$ 12,931	\$ 400,000
50% Population	\$ 102,209	\$ 33,998	\$ 48,464	\$ 8,863	\$ 6,466	\$ 200,000
50% Even	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000
Total	\$ 142,209	\$ 73,998	\$ 88,464	\$ 48,863	\$ 46,466	\$ 400,000

37.5% Population	\$ 76,657	\$ 25,498	\$ 36,348	\$ 6,647	\$ 4,849	\$ 150,000
62.5% Even	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Total	\$ 126,657	\$ 75,498	\$ 86,348	\$ 56,647	\$ 54,849	\$ 400,000

GL: 101-199-5-50-5171

Distribution Comparison for Morrow County Grants to Cities (FY 21-22) - \$500,000

	Boardman	Heppner	Irrigon	lone	Lexington	Total
US Census	3,794	1,262	1,799	329	240	7,424
Percent of total	51.10%	17.00%	24.23%	4.43%	3.23%	100%
Even - Split	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Population Only	\$ 255,523	\$ 84,995	\$ 121,161	\$ 22,158	\$ 16,164	\$ 500,000
50% Population	\$ 127,761	\$ 42,497	\$ 60,581	\$ 11,079	\$ 8,082	\$ 250,000
50% Even	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
Total	\$ 177,761	\$ 92,497	\$ 110,581	\$ 61,079	\$ 58,082	\$ 500,000

37.5% Population	\$ 95,821	\$ 31,873	\$ 45,435	\$ 8,309	\$ 6,061	\$ 187,500
62.5% Even	\$ 62,500	\$ 62,500	\$ 62,500	\$ 62,500	\$ 62,500	\$ 312,500
Total	\$ 158,321	\$ 94,373	\$ 107,935	\$ 70,809	\$ 68,561	\$ 500,000

GL: 101-199-5-50-5171

NAME	STNAME	POPESTIMATE2020
Boardman city	Oregon	3794
Heppner city	Oregon	1262
lone city	Oregon	329
Irrigon city	Oregon	1799
Lexington town	Oregon	240

7424

August 5, 2021

Dear Morrow County,

The City of Heppner would like to apply for consideration a portion of the grant funds allocated in your budget to help the local communities.

As the County is aware of, the City of Heppner is making and would like to continue making some significant infrastructure improvements to the city. We are hoping that the county can help us in making these investments into the community a reality. Listed below is in summary what we are asking you to help us with. We truly appreciate any help we can get and all these projects are shovel ready along with engineered to be completed this current fiscal year.

<u>Location</u>	<u>Cost</u>	<u>Ask</u>
Morrow Street	\$16,900	\$16,900
Thomson Square	\$110,000	\$25,000
Jones Street	\$265,000	\$65,000
Horizon Lane	\$110,000	\$25,000
<u>Total</u>	<u>\$501,900</u>	<u>\$131,900</u>

1. **Morrow Street** by the Helipad. This street has failed to such an extent that it is difficult to see it is actually pavement. It is a small area of approximately 6,000 square feet. I have a bid for \$16, 960 to do an overlay this year from Granite Construction Co of Hermiston Oregon.
2. **Thomson Square**. This is the area between the post office and Advantage dental. The City of Heppner has recognized the importance of having this space available to food pods during these times of Covid. They have and still are many days the major source of food for many of the individuals that are here in town. To that extent, it is the Councils goal to make this area more permanent and accessible to all people needing these services. We have supplied water/power and sewer for up to 4 pods. We have supplied a temporary restroom while we construct a permanent ADA restroom that all can use. We are in the process of wanting to pave the lot, replace and add sidewalks and hardened areas. In the ADA bathroom structure we have added a chilled bottle filler and fountain along with an information booth facing the sidewalk with a bulletin board for all. What we are looking for on this project are funds to complete the hardened surfaces

with cement and asphalt. The costs to complete are just under \$50,000 and we already have \$25,000 committed from another source.

3. **Jones Street**- The City is wanting to rebuild this street to a long term standard and a substantial improvement. This is a section of street that is high on our STIP document as it is a major route used by students from and to the High school. The City is wanting to replace the 60 plus year old clay sewer pipe located beneath this street when it is being built so that the finished product will not have a reason to be disturbed for many years. This is expected to cost around \$65,000 to replace the sewer. The City has already committed to around \$500,000 in sewer pipe replacement costs this year on other projects. The remaining part of the project is estimated at \$200,000 for the sidewalks, curb and streets. The funds for curb, sidewalk and pavement portion of the project have been secured.
4. **Horizon Lane**- This is a small street that is located at the end of Fairview Way. There is no improved street here and it has been badly eroded due to increased traffic with development that has occurred on the county portion of the UGB. The cost of this project was originally estimated in the \$85,000 range but when bids were received the cost is closer to \$110,000. We have secured \$65,000 through the SCA and have allocated \$20,000 from our budget. We are hoping to get additional help from the county on the remaining \$25,000. This will greatly improve the access to these homes in the County along with safety services access.

Should you want or need to see drawings, topo, bids, pictures or want any additional information, please feel free to contact me.

Cordially,

Kraig Cutsforth
City Manager



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5f

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 08/18/2021

American Rescue Plan Act - Local Government Financial Assistance Contract

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: U.S. Department of Treasury

Contractor/Entity Address:

Effective Dates - From: March 3, 2021

Through: December 31, 2024

Total Contract Amount: \$2,253,747.00

Budget Line: 540-540-3-30-3575; Grants

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

[Signature] 8/16/21 Department Director

Required for all BOC meetings

[Signature] 8/16/21 Administrator

Required for all BOC meetings

____ County Counsel

*Required for all legal documents

____ Finance Office

*Required for all contracts; other items as appropriate.

____ Human Resources

*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Under the American Rescue Plan Act, the US Treasury is now accepting requests for Coronavirus State And Local Fiscal Recovery Funds. This Financial Assistance Agreement is required to be signed by the designated Authorized Representative for the eligible entity and will be submitted directly to the US Treasury. Additionally, the Assurances of Compliance with Title VI of the Civil Rights Act must be completed by the local government.

The funding amount for Morrow County is stated to be \$2,253,747.00, with the following stated uses:

The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. Recipients may use these funds to:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

A one-time Interim Report is due by August 31, 2021 and will cover the date of the award through July 31, 2021. A project and Expenditure Report is required to be filed annually by October 31, 2021, and annually thereafter.

2. FISCAL IMPACT:

These funds will be received into the Resiliency Fund. Expenditure will require additional appropriations.

3. SUGGESTED ACTION(S)/MOTION(S):

Move to approve the Chair to sign agreement and Assurances of Compliance on behalf of the Board of Commissioners.

Attach additional background documentation as needed.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: <i>[Recipient to provide]</i> County of Morrow 100 S Court PO Box 877 Heppner, OR 97836
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative: **Don Russell**

Title: **Morrow County Board of Commissioners, Chair**

Date signed: **August 18, 2021**

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

County of Morrow _____

Recipient

Date August 18, 2021

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



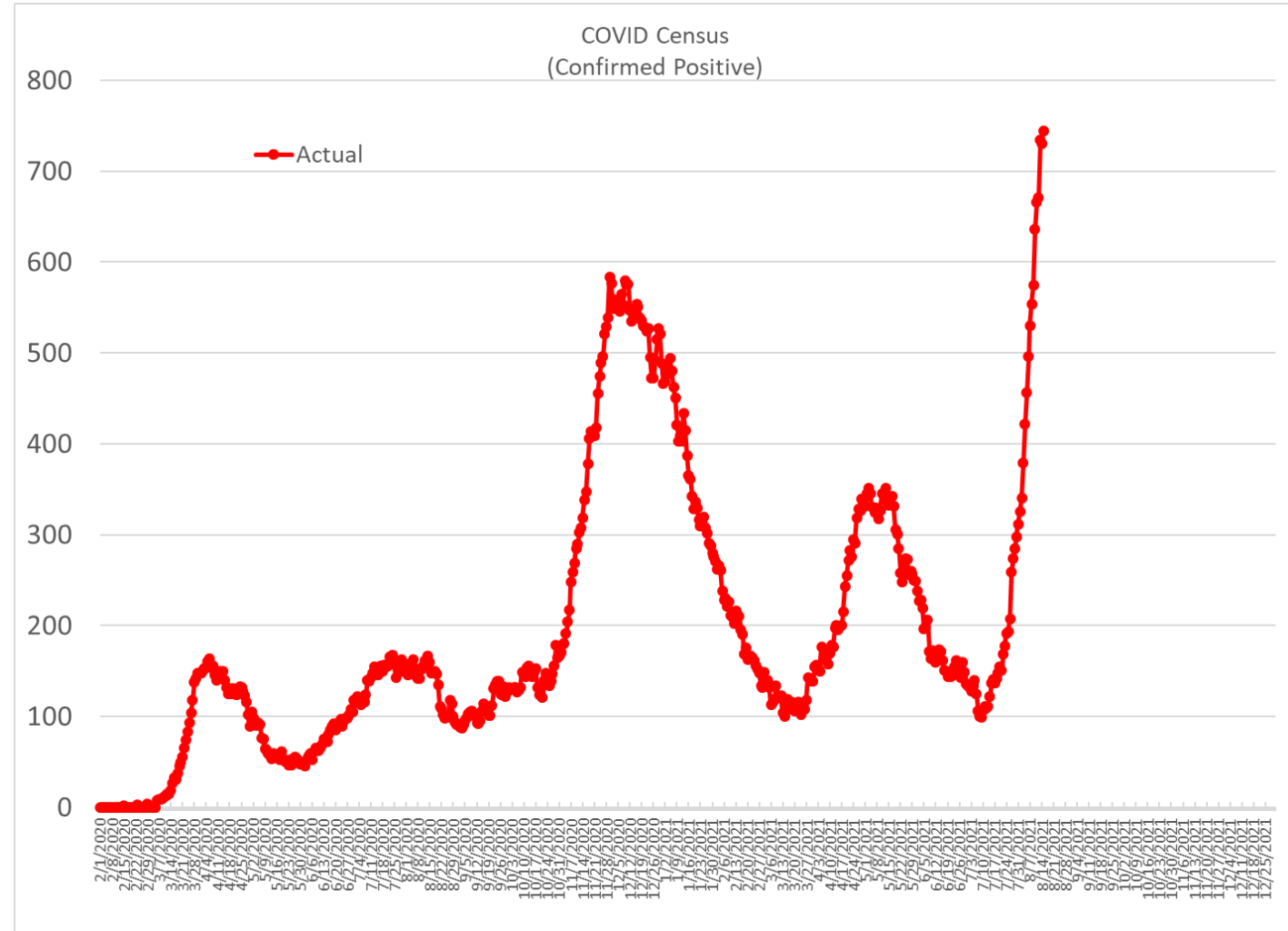
OHSU COVID Forecast

Brief Presented to Media 8/10/2021, updates on 8/16

Peter Graven, PhD; Office of Advanced Analytics, BIAA, ITG

Hospitalized Patients

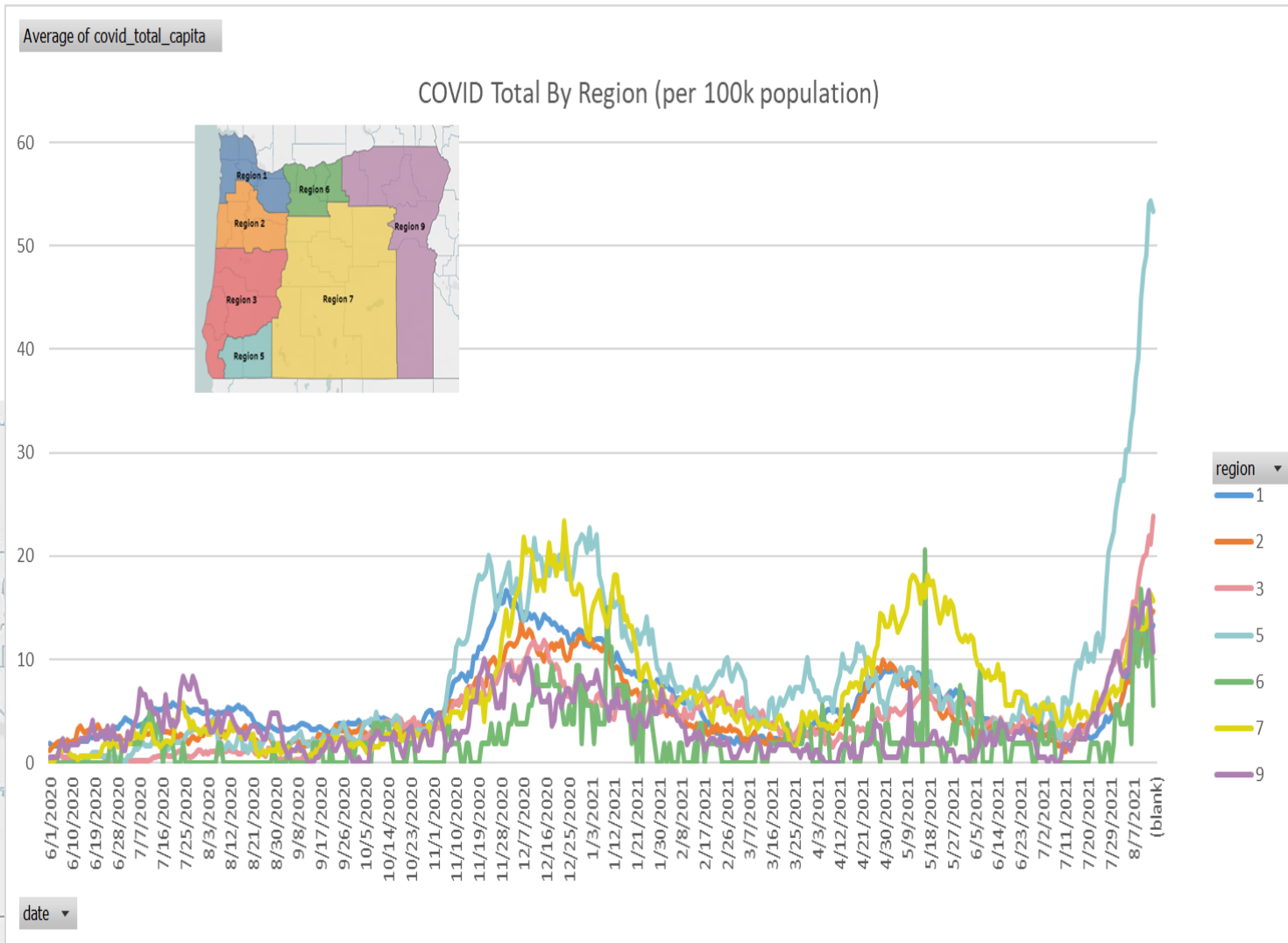
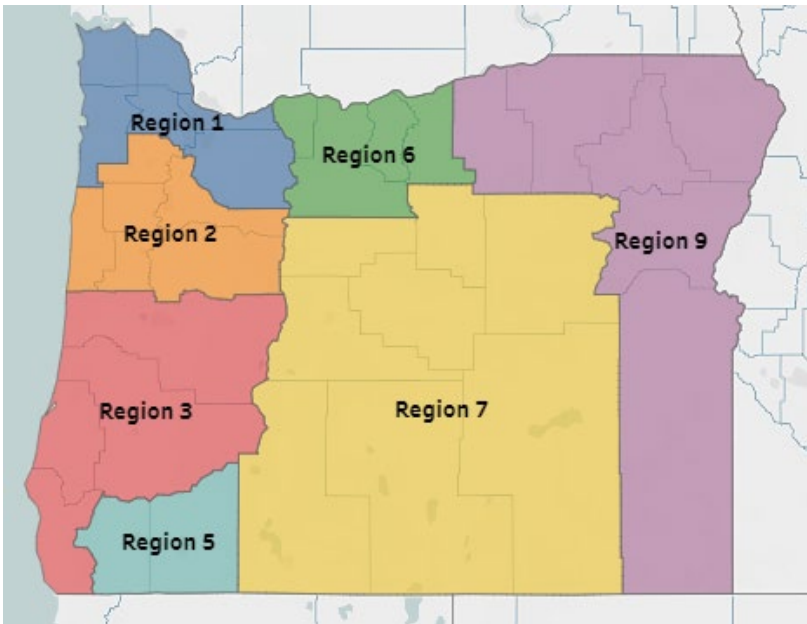
As of 8/15/2021, the statewide census was 774.



Regional Hospital Census

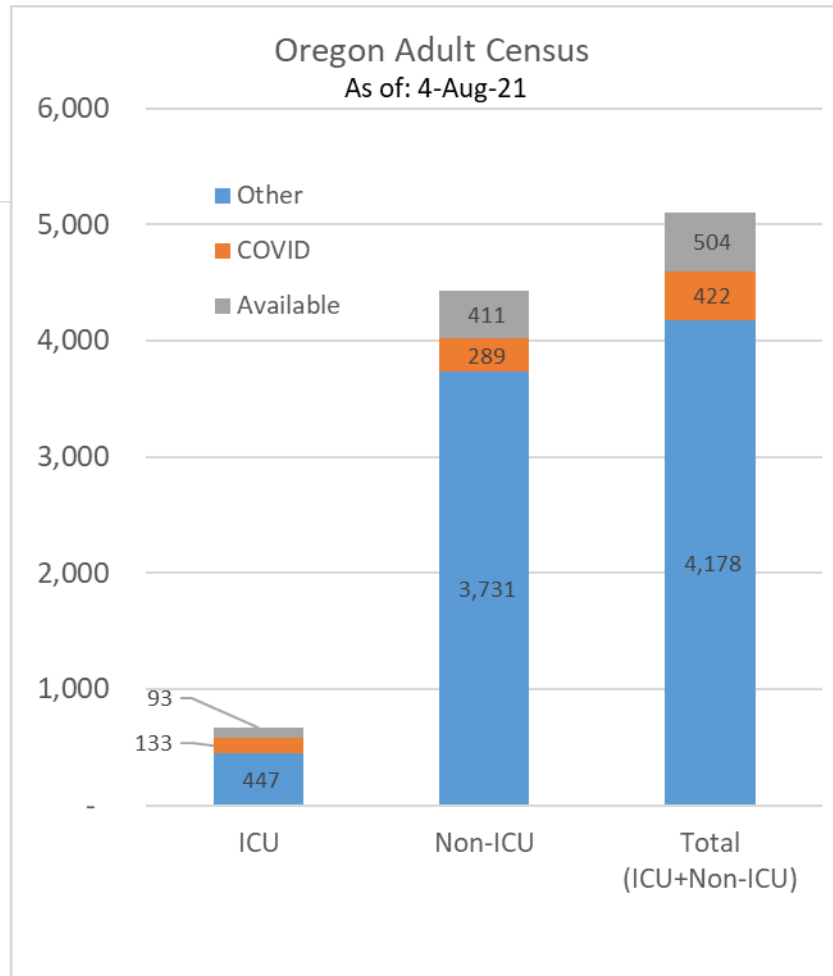
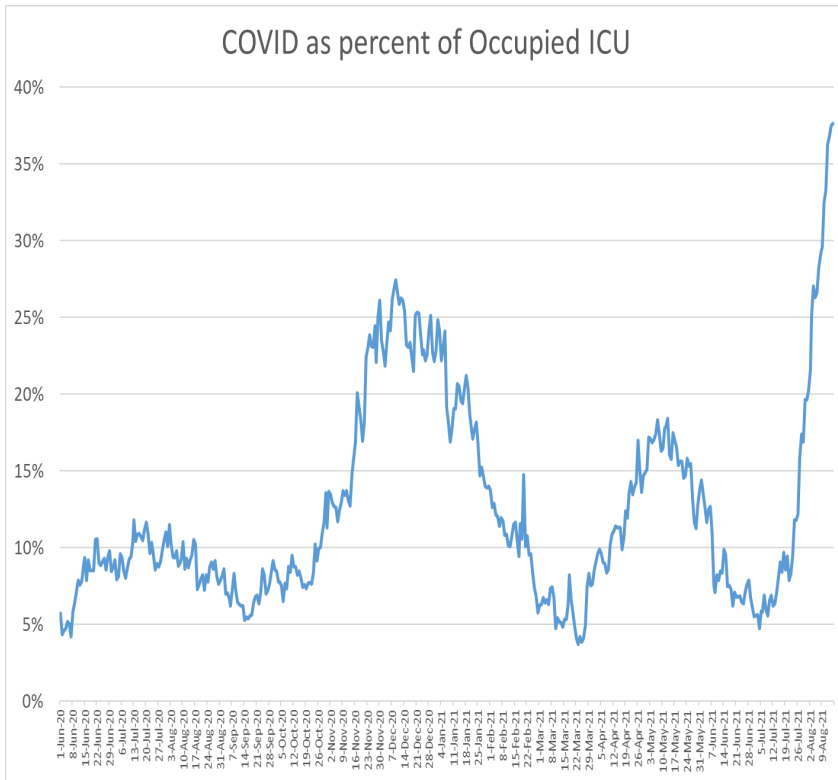
Region 5 is showing dramatic increase to extremely high census levels.

All other regions are showing increases to levels at peak of winter/fall surge.

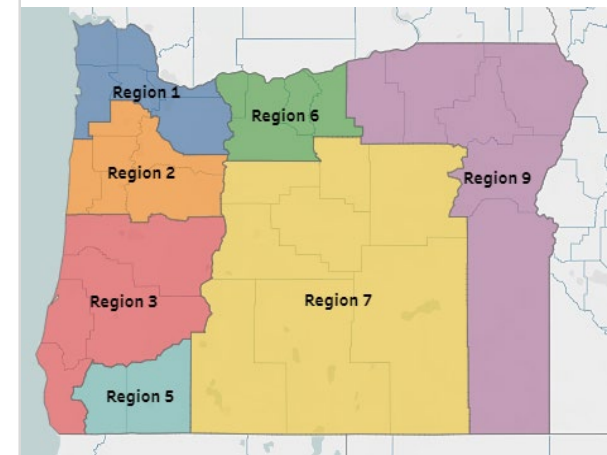


Oregon Hospital Capacity

As of 8/4, of the 580 occupied ICU beds, 133 (23%) are filled with COVID patients. Now 38% as of 8/15



Region	Share of Occupied w/COVID		
	ICU	Non-ICU	Total
1	16%	6%	7%
2	22%	6%	8%
3	29%	8%	11%
5	57%	15%	20%
6	0%	6%	5%
7	12%	6%	7%
<u>9</u>	<u>45%</u>	<u>8%</u>	<u>15%</u>
Total	23%	7%	9%

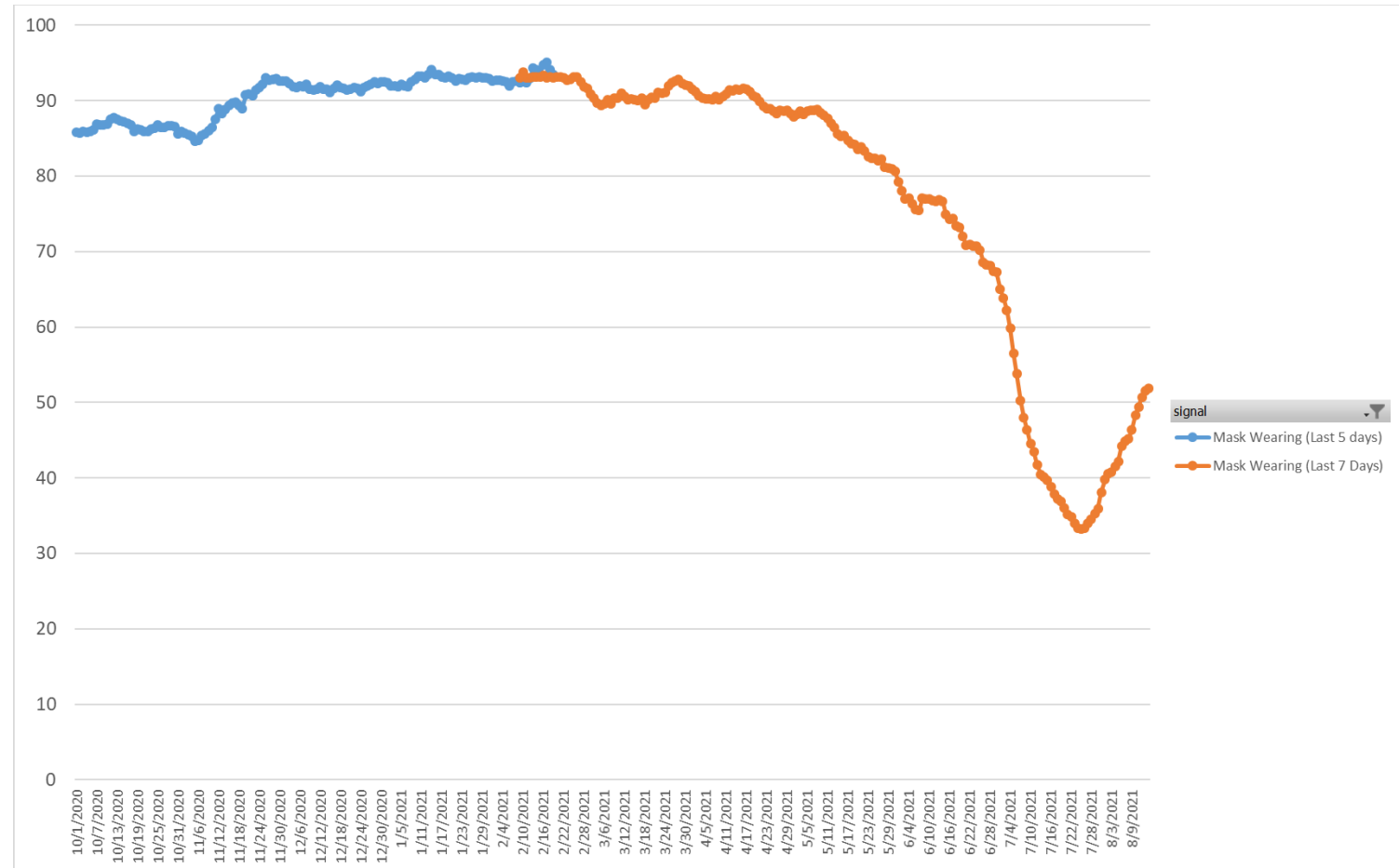




Mask Wearing

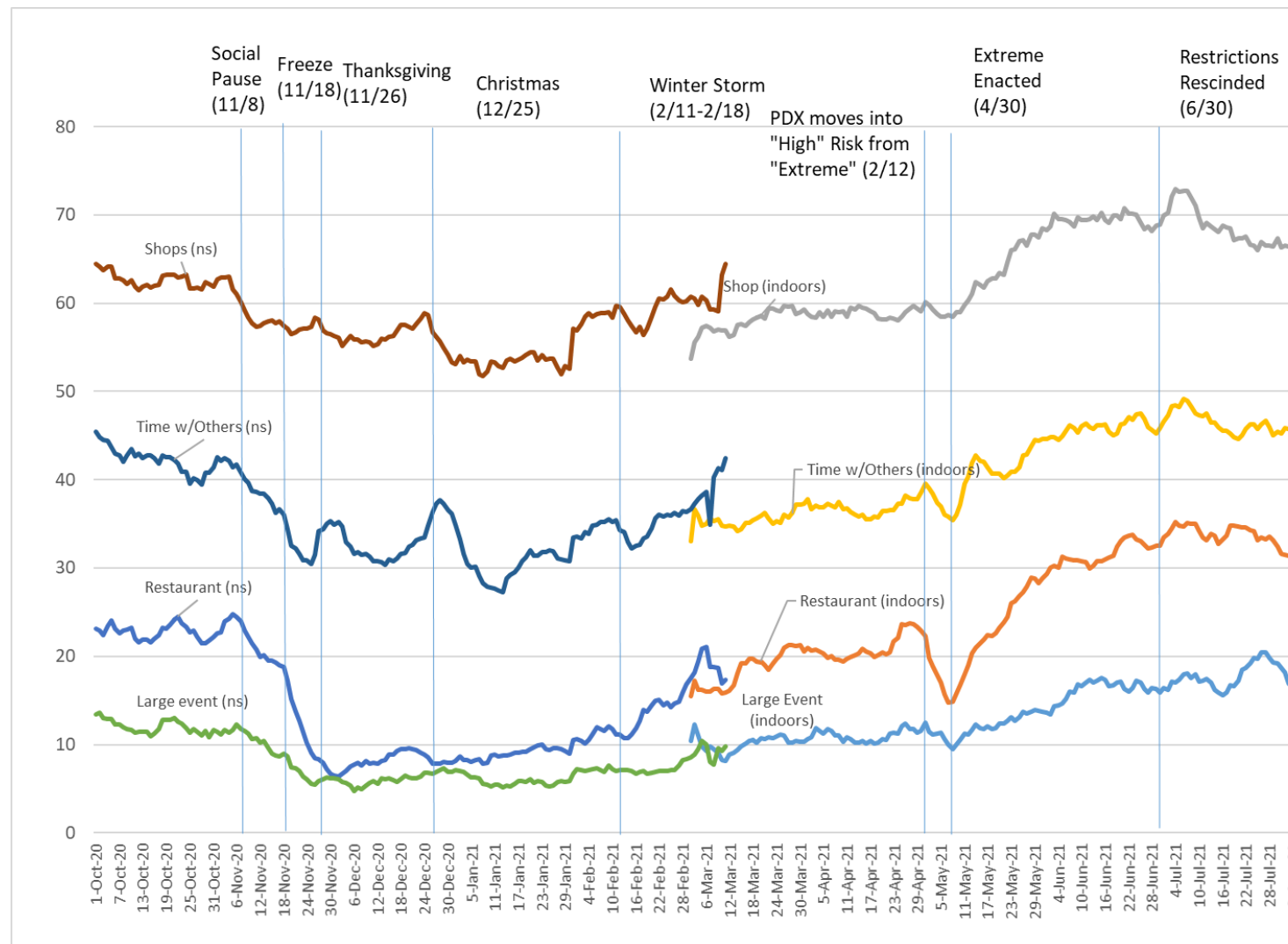
A very slight increase in mask wearing has occurred in last 10 days.

After a low of 32%, the rate has increased to 52% as of 8/14.



Higher Risk Behaviors

Higher risk behaviors in Oregon have leveled off and even declined somewhat in recent weeks.



Census Forecast-Primary Scenario

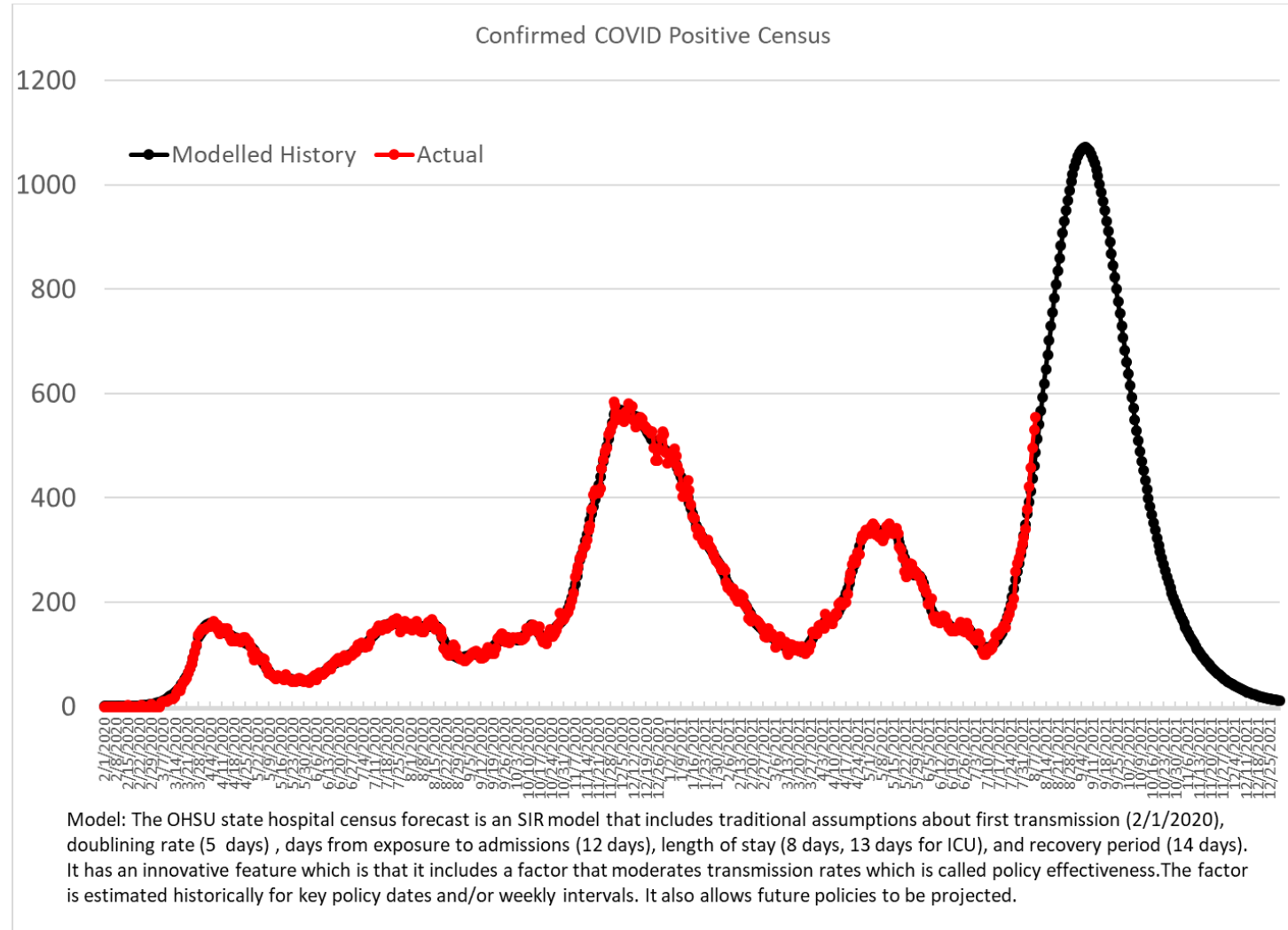
The fifth wave is updated to be much more severe than previous forecasts.

Its resolution is driven by future infections getting closer to herd immunity.

Current intervention effect level is not able to slow down the variant.

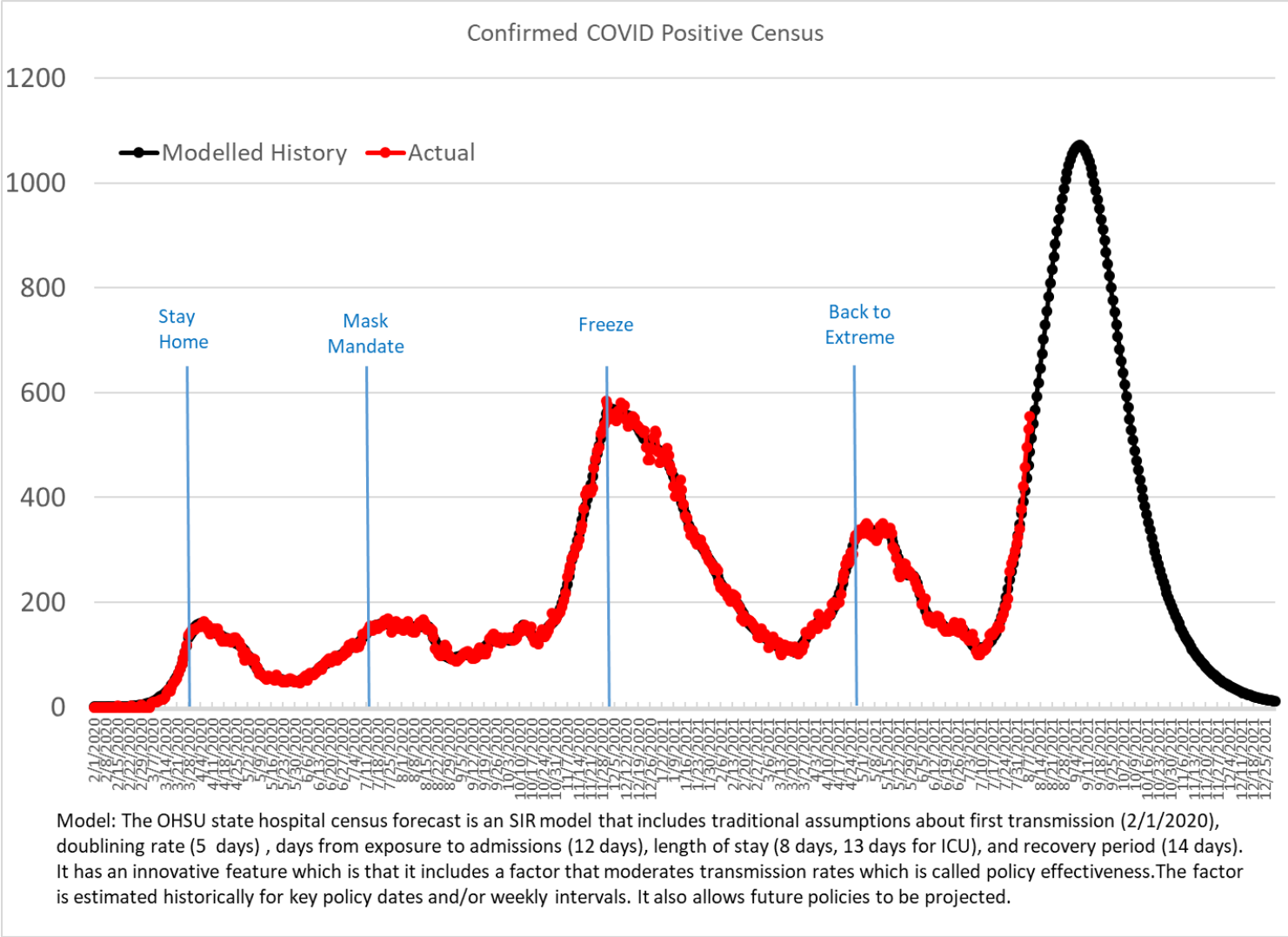
The primary scenario is

- “Current” intervention effect
- Fast Variant (Delta $R_0=8.0$)
- Slow Vaccine



Census with Key Policy Interventions

Oregon's policies have directly contributed to changing the trajectory of occupied hospital beds.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

On July 9, 2021 we issued an RFQ for a feasibility study of the our historic courthouse. The project scope is to do a comprehensive building evaluation, update and confirm the architectural plans, space analysis for optimal space utilization and future growth, assess the HVAC, plumbing, electrical, fire protection and other infrastructure, accessibility and code compliance. We will also use the feasibility study to support our grant request through the AOC Court Facilities Task Force to prioritize for Court Facilities Remodel Chaired by Commissioner George Murdock of Umatilla County with Commissioner Lindsay in membership.

Commissioner Lindsay, Del Proffitt (Owners Rep), Anthony Clement and myself were on the RFQ evaluation team.

The evaluation team, reviewed and scored the six proposals on August 10, 2021. Based on the scoring, we determined we needed to interview the top four companies, Meier, Studio Petretti, DLR and Hennebery Eddy. The RFQ proposal evaluation scoring sheet is attached.

On August 16, 2021, the evaluation team reviewed and discussed the merits of each interview. It is the consensus of the evaluation team to recommend issuing an 'Intent to Award' to the DLR Group.

2. FISCAL IMPACT:

\$85,706.00 GL 101-199-5-40-4108

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to grant the Intent to Award for the Courthouse Feasibility Study to DLR Group.

Attach additional background documentation as needed.

Morrow County Courthouse Feasibility RFQ

Morrow County Courthouse Feasibility RFQ						
Evaluator 1 - Melissa Lindsay						
Evaluator 2 - Dell Proffitt						
Evaluator 3 - Darrell Green						
Technical Scores	Meier	Studio Petretti	Stemach	MCA	DLR	Hennebery
Technical Competence with Courthouse facilities (Maximum 30 Points)						
Evaluator 1	25	20	10	10	30	30
Evaluator 2	25	20	15	15	25	30
Evaluator 3	25	24	10	10	28	30
Total Score	75	64	35	35	83	90
Technical Competence with Historic Buildings (Maximum 30 Points)						
Evaluator 1	15	20	10	15	30	30
Evaluator 2	20	20	15	15	25	30
Evaluator 3	23	23	19	24	28	30
Total Score	58	63	44	54	83	90
Management/Project Approach (Maximum 15 Points)						
Evaluator 1	10	15	10	10	12	15
Evaluator 2	10	15	10	10	15	10
Evaluator 3	11	14	10	13	12	12
Total Score	31	44	30	33	39	37
Project Team (Maximum 15 Points)						
Evaluator 1	10	10	8	10	15	15
Evaluator 2	15	15	15	15	15	15
Evaluator 3	13	12	11	12	13	14
Total Score	38	37	34	37	43	44
Fee Schedule/Cost (Maximum 10 Points)						
Evaluator 1	10	2	9	8	6	4
Evaluator 2	10	3	8	7	7	5
Evaluator 3	8	8	6	8	9	8
Total Score	28	13	23	23	22	17
Availability and Familiarity with Morrow County (0 Points)						
Evaluator 1						
Evaluator 2						
Evaluator 3						
Total Score						
References and Experience (0 Points)						
Evaluator 1						
Evaluator 2						
Evaluator 3						
Total Score						
Met ALL Proposal Requirements in RFP (0 Points)						
Evaluator 1						
Evaluator 2						
Evaluator 3						
Total Score	0	0	0	0	0	0
Grand Totals	230	221	166	182	270	278



P.O. Box 788 • 110 N. Court St.
Heppner, OR 97836 • (541) 676-2529

Darrell J. Green
County Administrator
dgreen@co.morrow.or.us

Morrow County Courthouse Feasibility Study

REQUEST FOR QUOTES

Morrow County is seeking proposals from qualified professional architectural and engineering firms to provide a feasibility study of the historic courthouse located in Heppner Oregon. The feasibility study is the first step in the process to renovate the nationally and state registered historic building, bring the courthouse up to current building code and into compliance with state's requirements for courthouse facilities. Interested parties should submit a proposal that includes all information described in this RFQ.

CONTACT

Interested bidders should submit their proposals to **Morrow County c/o Darrell Green at 110 N Court Street, Heppner, OR 97836** no later than **2 p.m., August 5, 2021** via hand delivery, FedEx or UPS.

Contact Darrell Green for information regarding this process by email at dgreen@co.morrow.or.us, or by phone at (541) 676-2529. If proposers have questions regarding this solicitation, questions shall be submitted in writing to Mr. Green. All responses will be issued by email.

BACKGROUND

Morrow County is located in the north central part of the State of Oregon, east of the Cascade Mountains. The county is bounded by the Columbia River on the north, Umatilla County on the east, Grant County on the south and Gilliam County on the west. The county contains 2049 square miles. The Morrow County government consists of three county commissioners, district attorney, assessor/tax collector, clerk, sheriff, surveyor, justice of the peace, and treasurer. The population of Morrow County is approximately 11,500. The principal industries in the county include, agriculture, food processing, utilities, livestock, recreation and data centers.

The courthouse has been the symbol of Morrow County for almost 120 years. Completed in 1903 by the famed Architect Edgar M Lararus who is also known for Apperson Hall (1898-1899) on the Oregon State campus and Vista House (1916-1918) in the Columbia River Gorge. This iconic structure is one of the oldest continuously used courthouses in the state and served as a shelter during the famous Heppner flood in 1903. It is very important to the County to recognize the historical significance and maintain the character of the building throughout all phases of the project. The Morrow County Courthouse was listed in the National Register of Historic Places in 1985

In May of 2018, Morrow County worked with Crow Engineering to do a gap analysis with the current courthouse building and the JCF Adopted Assessment Criteria of the Interim Committee on Court Facilities Final Report issued February 2009 See Appendix A This study identified multiple areas that

required more focused evaluation to determine the construction needs to bring the courthouse into compliance. This feasibility study looks to build on the effort put forth to date to identify actual construction scope, engineering and architectural recommendations along with a cost summary of proposed modifications so the county can proceed with the renovation.

PROJECT SCOPE

In general, the scope of the work includes creating a collaborative project team to complete a full Building Feasibility Study & Assessment as well as identifying the scope for the rehabilitation and remodel of the existing courthouse in alignment with the county's conditions of satisfaction. This includes:

- A comprehensive building evaluation consisting of the building structure and type, structural systems, and building envelope.
- Creation of current detailed architectural floor plans.
- Propose layout modifications to accommodate more county personnel for future growth as well as an analysis to address layout & design concerns to alleviate any configuration and functional issues between county staff / clientele and courtroom, jury, and attorney interactions.
- Address accessibility, elevators and ADA compliance concerns within the building and address ADA concerns involving the interactions with the jury selection and assembly area in the adjacent building.
- Asses the buildings HVAC system, plumbing system, fire protection, electrical system, fire alarm, IT infrastructure, security features, and surveillance for statute compliance for court facilities.
- Provide guidance for optimal space utilization and address the privacy and acoustics issues that accompany shared spaces such as those for judge's chambers, size and compliance of the jury deliberation room and overall personnel flow for the courtroom area.
- Understand all the components, systems, surveillance, traffic flow, public transactions, public & private access, security screening measures, and safety protocols for compliance with state and federal court facilities.
- Provide accurate and reliable feedback to what needs to be changed, remodeled, and its costs associated with the proposed renovations.

SUBMISSION REQUIREMENTS AND FORMAT

All proposals must be received at **Morrow County c/o Darrell Green** at 110 N Court Street, Heppner, OR 97836 Darrell Green by **2 p.m. (PST) on August 5, 2021**. Consultants mailing proposals should allow for normal delivery time to ensure timely receipt. **A signed original plus three (3) copies and one (1) electronic pdf copy on a flash drive or similar of the proposal must be submitted.**

Proposal Format

Proposals must include the items listed below.

- **Cover Letter:** Provide a brief statement of the proposer's experience and ability to meet the service objectives. Provide a brief statement of how the proposed team can provide value to the county on the project and meet the objectives of this study. Proposals must be signed by a

principal member of the proposing company capable of binding the company.

- **Basic Information:** Identify office location and location of the project manager, contact information, size of the office and the firm, year the firm began doing business, and verify that the professionals are licensed in Oregon. List any collaborative experience and elaborate on any relationships with proposed sub consultants.
- **Firms experience with SHPO and Courthouse facilities:** Identify experience renovating and working with national and state historical buildings or how your firm plans to meet the requirements for working with them. List any relevant or similar project expertise. Provide a minimum of five projects within the last seven years with at least two of these projects in Oregon. Indicate which members of the project team worked on the project, when the project was completed, where it is located, the size of the project, similar components to the Morrow County Courthouse project, and lessons learned.
- **Project Team:** Identify the key staff members who will be assigned. Describe their roles and provide a description of their pertinent professional experience. Please include their years of experience, where they are licensed (if applicable) and where they are located.
- **Understanding and Approach:** Demonstrate your understanding of the project and describe what you consider to be the critical issues. Describe your approach to the project with regard to the project scope, critical issues, schedule, cost control, change management, and communication. The County's approach is to create an integrated team to jointly meet the owner's objectives mentioned above. Project lead and sub consultants and any trade partners are expected to participate in a collaborative manner.
- **References:** Provide three references that are familiar with the project manager and provide a minimum of three additional references for the project team. This should include: name, contact information (email and phone), position, who they work for, and the project they worked on. Please note that the references will be contacted.
- **Resumes:** Provide two-page resumes of key staff in an appendix.

Provide any other information that supports the scope of services to be provided in this RFQ in an appendix.

SELECTION AND EVALUATION PROCESS

- **Cover letter (No points)**
- **Basic Information (No Points)**
- **Team/Firms experience with Courthouse facilities (30 points)**
 - Emphasis here will be placed on experience and expertise in performing substantive work on projects that are "similar scope and complexity" to this project within the last seven (7) years. Priority will be given to successful projects in which Proposer and/or its consultants, subconsultants, subcontractors and/or individual Key Team Members had substantial responsibility for their respective scopes of work with regards to Courthouse facilities. The Owner reserves the right to conduct reference checks and/or verify the information provided in the RFP. The Owner also reserves the right to use the information obtained during the reference checks in scoring the Proposer.

- **Project Team (15 points)**
 - Provide an organization chart (showing Key Team Members and their firm affiliation) for all sections of the project. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note that the same individual can perform multiple functions. Typical functions could include
 - Person responsible for the overall management
 - Person responsible for the layout and design including architectural drawings, ADA compliance, and space planning.
 - Mechanical lead for HVAC, Plumbing, and fire protections studies
 - Electrical lead for general power, security, surveillance, and IT infrastructure.
 - Person responsible for cost controls and budgeting; and
 - Person responsible for scheduling if necessary.
 - Provide a resume for all Key Team Members. Resumes should be no longer than 2 pages and should include the following information:
 - Description of the key individual's proposed project role.
 - Identification of employer and number of years employed by the firm.
 - Educational background, professional licenses, and/or certifications.
 - Experience relevant to their proposed role on the Project and how their experience will benefit this project.
 - Proposed percentage of time that the individual will be assigned to the project.
 - Provide a narrative describing the benefits of the team structure and the benefits that each Key Team Member provides to the project. Explain how the team and Key Team Members will achieve design excellence and exceed the project goals. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model. If the Team has not worked together, describe the efforts the Team has or will be undertaken to create a collaborative teaming environment.
- **Team/Firms Experience with Historical buildings (30 points)**
 - Emphasis here will be placed on experience and expertise in performing substantive work on projects that are similar in scope and complexity to this project within the last seven (7) years. Priority will be given to successful projects in which Proposer and/or its consultants, subconsultants, subcontractors and/or individual Key Team Members had substantial responsibility for their respective scopes of work with regards to historic buildings and working with SHPO. Describe Team's experience in successfully renovating historically registered buildings of similar scope and complexity. Highlight experience with SHPO and demonstrate how the proposed team achieved excellence for those projects and will add more value to exceed the counties conditions of satisfaction. Include a description of any issues or problems that arose on

the projects and how those issues or problems were resolved.

- **Understanding and Approach (15 points)**
 - Demonstrate your understanding of the project and describe your approach to the project with regard to the project's goals, critical issues, schedule, cost control, change management, and communication. The County's approach is to create an integrated team to jointly meet the owners objectives mentioned above. Project leads, sub consultants and any trade partners are expected to participate in a collaborative manner. This building is of extreme significance to the county and its community. The path that leads us to the final result is important.
- **References and Partners (No Points)**
 - The information provided in this section will not be scored. Rather, the information will be used to obtain basic information regarding the projects and determine whether projects identified in the RFQ are within the definition of projects of similar scope and complexity. Please also list any firms, if chosen, you have worked well with in the past and why. Describe what value these relationships could bring to the overall project if they were on our team.
- **Cost (5 points)**
 - Cost is definitely a concern for the overall success of the project, yet the country wants to ensure that the historical significance, the overall character of the building and the culture in which the project is executed is more important. The county feels that a collaborative approach and culture along with strong selected partners that take pride in ownership with us will merit more success in meeting our conditions of satisfaction. Please include a Rate Sheet for the anticipated team members and fill out Attachment D.

LIST OF RFQ ATTACHMENTS

ATTACHMENT A: JFC Adopted Assessment on Court Facilities Final Report issued February 2009.

ATTACHMENT B: Engineering Summary Report

ATTACHMENT C: Morrow Country Proposed Contract Terms and Conditions

ATTACHMENT D: Cost Proposal Worksheet

ATTACHMENT E: Proposer Representations and Certifications

EVALUATION CRITERIA

Proposals will be evaluated based on the submission requirements listed above to determine which firm best meets the needs of the County. Proposals will be evaluated in accordance with the point system above. At the discretion of the selection committee, finalists may be invited to an oral interview. If there is an interview, the ranking and points from the RFQ will be carried forward and the interview will be worth upto an additional 10 points.

ECONOMY OF PRESENTATION

Statements should be prepared simply and economically, providing a straightforward, concise presentation of the information requested. Fancy bindings, colored displays, promotional materials, etc. are not important. Emphasis should be on completeness and clarity of content.

SCHEDULE FOR SELECTION PROCESS

RFP Advertised	7/12/2021
Pre-Proposal Meeting	7/23/2021
Last Day to Issue Addenda	7/26/2021
Last Day to Protest RFQ Content	7/29/2021
Proposal Due	8/5/2021
Proposal Evaluation	8/10/2021
Interviews (If Necessary)	8/12/2021
Recommendation to County	8/18/2021
Intent to Award	8/19/2021
End of protest period	8/26/2021
Project Start	9/01/2021
Project Completion	11/30/2021

PROPOSALS NOT CONSIDERED

Proposals must be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.

ADDENDA

In the event that it is necessary to amend, revise, or supplement any part of the RFQ, addenda will be provided to all proposers who have requested the RFQ from Mr. Green. Any addenda so issued are to be considered part of the RFQ. The county is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued,

PROPOSAL OWNERSHIP

All material submitted by the proposers shall be considered property of Morrow County and the County shall not be required to return same to any proposer. The material submitted by proposers will be treated in the same manner as County's own records. All proposals become part of the public record unless exempt under Oregon Public Records Law.

EXCEPTIONS TO RFQ

If, for any reason, a proposer should find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to Darrell Green, Morrow County Administrator. Our team will make every effort to answer questions and, if warranted, to amend the RFQ. Proposers who are unable or unwilling to meet any of the requirements of this RFP should include, as part of their response, written exceptions to those requirements.

PROTEST PROCEDURE:

All proposals will become part of the public record for this Project, without obligation to the County. The County reserves the right to reject any or all proposals received as a result of this RFQ and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Architects will be held to the terms submitted in their proposals.

1. Requests for changes or clarifications of the Request for Quotation shall be delivered in writing by 2:00 p.m. on July 26, 2021. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Quotation, shall be delivered in writing by 2:00 p.m. on July 29, 2021, as stated in the Calendar of Events and to the Contact Person. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone, facsimile, or email protests or requests will be accepted. The County will consider all protests and requested changes and, if appropriate, amend the RFP. Only amendments issued in writing by the County will change the requirements, specifications, or provisions of this RFQ.
2. Any Proposer responding to the RFQ claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 2:00 p.m. on August 26, 2021 as stated in the Schedule set forth in the Calendar of Events. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.
3. In order to be considered, a protest shall be in writing and shall include:
 - a. The name and address of the aggrieved person;
 - b. The contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation;
 - d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest;
 - e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, 110 N. Court St., Heppner, OR 97836; and
 - f. The label "Protest".

Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested.

Correspondence

Vietnam War Memorial Fund

P O Box 1448
Boring, Oregon 97009
503-663-6271

VietnamWarMem@aol.com
www.VietnamWarMemorialFund.org

“Let Us Honor Our Warriors and Remember the Fallen”

Commissioner Melissa Lindsay
Morrow County
P O Box 788
Heppner, Oregon 97836

July 4, 2021

Dear Commissioner,

As we celebrate the birth of our nation, I am writing to you about a long overdue project. We owe our Vietnam Veterans a great deal of honor for their service and sacrifice over fifty years ago.

Since 2017, we have been working to honor our Vietnam Veterans with a Vietnam War Memorial on the Oregon State Capitol Grounds. The design layout has been developed and approved. The location has been identified and the major permissions are in place. You can see the design and a 3D simulation on our website:
www.VietnamWarMemorialFund.org

With these developments, it is now time to raise the three million dollars needed to complete this project. All cumulative contributions of \$5,000 or more will be permanently recognized at the memorial site.

Many Oregon counties used discretionary funds to contribute to the World War II Memorial on the Oregon Capitol Grounds. We are asking for you and your county to consider doing the same for the Vietnam Memorial. We are grateful to Lincoln County for their generous donation.

Please review the enclosed information. Help us honor, thank and remember our Vietnam Veterans and their families who reside in your county.

Our Vietnam Veterans never received a thank you, let alone a simple “Welcome Home”. Please help us tell them: “Welcome Home”!

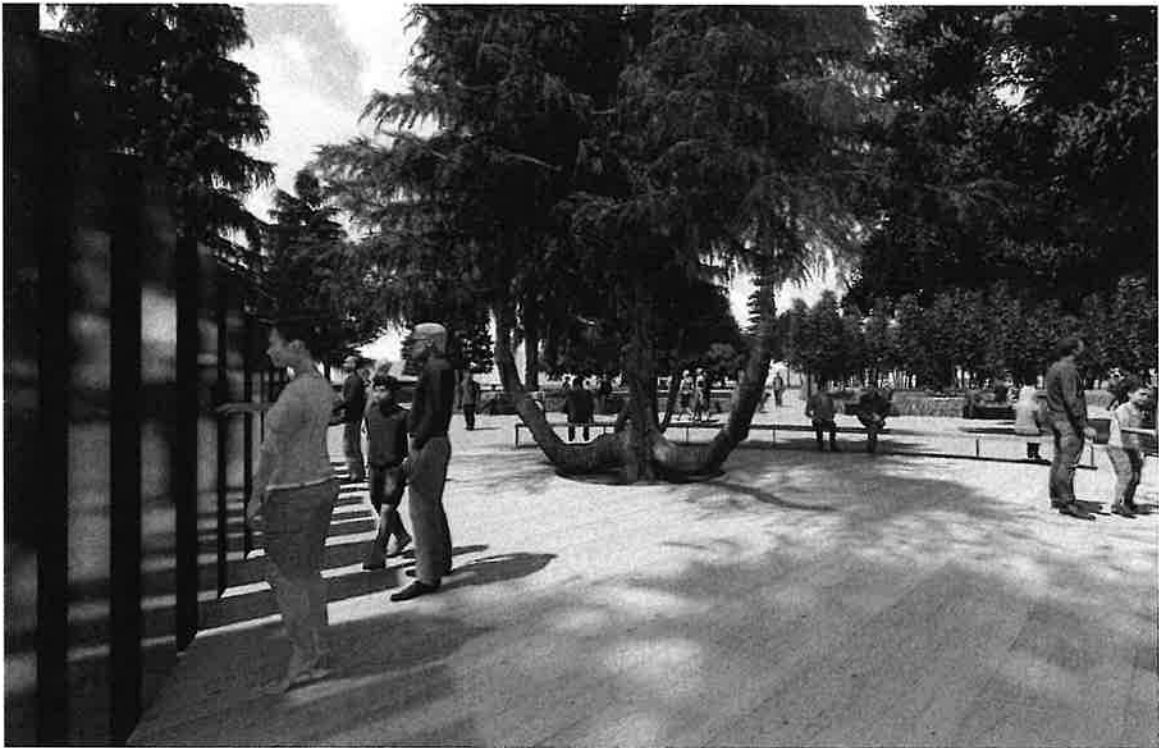
Thank you for your considerations.
Sincerely yours,


Steve Bates
President

The Fund for a Vietnam Memorial on the Oregon State Capitol Grounds
The Vietnam War Memorial Fund is a non-profit charitable organization
Tax ID Number: 82-2492302

HONOR ★ THANK ★ REMEMBER

The Campaign to Build a Vietnam War Memorial on Oregon's Capitol Grounds



Sponsored by the Vietnam War Memorial Fund
VWMF an IRS certified non-profit charitable organization. Contributions are tax-deductible.

HONOR ★ THANK ★ REMEMBER

The Campaign to Build a Vietnam War Memorial on Oregon's Capitol Grounds

Southwest corner of Willson Park on the west side of the state capitol, adjacent to the WWII Memorial

Design by
Michael Abbaté



Memorial Features

- ➊ Memorial wall of broken columns with the names of 710 Oregonians who lost their lives in the Vietnam War, listed by city and town
- ➋ Brothers Benches for families who lost two sons
- ➌ Tribute to MIAs and POWs
- ➍ Honoring nurses and medical corps
- ➎ Wetland feature
- ➏ Sculpture — A Soldier's Return
- ➐ Central gathering area for events, observances and school groups
- ➑ Adjacent features for Persian Gulf veterans, Gold Star families and Purple Heart recipients



Let us Honor, Thank and Remember Oregonians who served in the Vietnam War through an interpretive memorial at the Oregon State Capitol grounds in Salem.

Visitors to Salem today find memorials for Oregonians in nearly every war. The absence of a Vietnam War Memorial is a glaring omission. Now is the time to Honor, Thank and Remember the 58,000 Oregonians who served in the Vietnam War, including the 710 who lost their lives while in service. We must never forget their service and sacrifices for our nation.

CAMPAIGN GOAL:

\$3,000,000 by Veteran's Day, November 2022

Reaching the goal will completely fund the project; no maintenance funding will be needed.

CAMPAIGN PLAN:

Contributors are invited to dedicate special features of the memorial with pledges to the Honor Circle or the Gratitude Circle.

- | | |
|---------------------------|---|
| Honor Circle | \$250,000 or more
May be pledged at \$50,000/year over 5 years |
| Gratitude Circle | \$100,000 or more
May be pledged at \$20,000/year over 5 years |
| Remembrance Circle | \$25,000 or more
May be pledged at \$5,000/year over 5 years |
| Dedications | Pledges from \$250-\$10,000 can honor, thank and remember those who served |

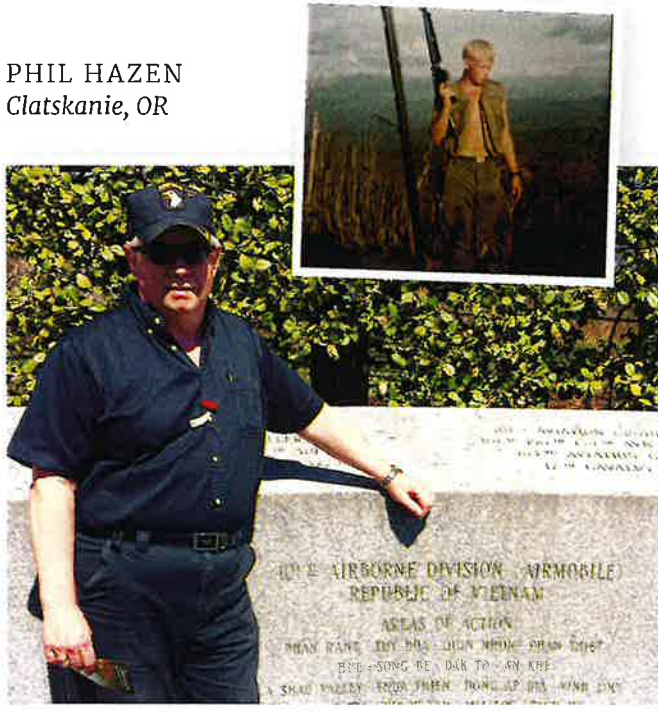
CAMPAIGN OFFICE:

Contact: Steve Bates
Phone: 503:663-6271
Email: VietnamWarMem@aol.com

HONOR ★ THANK ★ REMEMBER

The Campaign to Build a Vietnam War Memorial on Oregon's Capitol Grounds

PHIL HAZEN
Clatskanie, OR



"I was a 19-year-old kid from small-town Oregon when I found myself assigned to the 101st Airborne Division, fighting for my life and those of my brother soldiers on 'Hamburger Hill' as well as numerous other firefights in the A Shau Valley of Vietnam.

"Memorials are important tools in teaching the nation at-large about the need to remember the service and sacrifice of Vietnam veterans. It's appropriate, and frankly long past due, that we erect a tribute to Oregon's thousands of Vietnam veterans on the capitol grounds in Salem."



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CAPITAL CAMPAIGN PLEDGE FORM

My/our signature below confirms our wish to personally pledge to the **HONOR ★ THANK ★ REMEMBER** campaign to build a Vietnam War Memorial on Oregon's Capitol Grounds. These funds may be used for costs related to effectively completing the memorial project: including design development, outreach and engagement, construction and installation of memorial features.

Cumulative contributions of \$5,000 or more will be permanently recognized at the memorial.

You may choose a pledge payment schedule or decide later on your plan.

Year	Gift Amount
2021	
2022	
2023	
2024	
2025	
<i>Total Gift Amount</i>	

- Gifts to be made in the month of _____ each year.
- I prefer to decide at a later date on the payment schedule for my pledge.
- Please consider this an anonymous contribution.
- Please indicate if the pledge includes matching funds from an employer

Signature _____ Date _____

Print Name(s) of Contributor(s) _____

Phone _____ Email _____

Address _____ City _____ Zip _____

Return Pledge Form to:
vietnamwarmem@aol.com
and/or mail to

Vietnam War Memorial Fund - P O Box 1448 - Boring, Oregon 97009

Gifts to the **HONOR ★ THANK ★ REMEMBER** campaign are tax-deductible to the extent allowed by law.
Please consult your tax advisor as individual situations may vary.



Oregon State
University



**OSU Extension
&
Morrow County
Meeting to Discuss the
Mormon Cricket Situation**

What are We Going to Do?

Thursday, August 26th; 7 PM

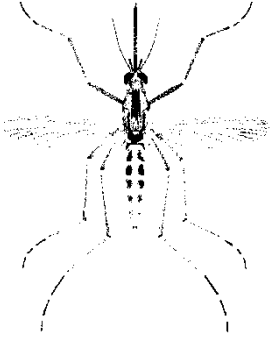
City Park in Lone, Oregon



For more information contact:

**Extension Agronomist Larry Lutchter, 541-571-4454 or
Morrow County Commissioner Jim Doherty, 541-571-0584**

Oregon Health Authority



North Morrow Vector Control District

*P.O. Box 192 / 3 Marine Drive
Boardman, OR 97818
541.481.6082 Voice / 541.481.6082 Fax
gbarron@centurytel.net*

Morrow County Health Department

*P.O. Box 799, Heppner, OR 97836
541.676.5421 Voice / 541.481.5652 Fax*

Contact: Gregory A. Barron, Manager
North Morrow Vector Control District
541-481-6082

Ana Pineyro, Health Educator / Communicable Disease Coordinator
Morrow County Health Department
541-676-5421

OHA Communications
Jonathan Modie, 971-246-9139

**For Immediate Release:
8/17/21**

Additional mosquitoes test positive for West Nile virus in Morrow County

Morrow County, Ore.—West Nile virus, which is spread by mosquitoes, has been detected in six additional mosquito pools captured 8-11-21 from various testing sites in the rural areas of Boardman and Irrigon according to Oregon State University, Veterinary Diagnostic Laboratory.

We are advising people in Morrow County to take precautions against mosquitoes to avoid the risk of infection, including preventing mosquito bites. West Nile virus is spread to humans through the bite of an infected mosquito.

People should consult their health care providers if they have these symptoms. Health care providers can contact the Morrow County Health Department for information on West Nile virus testing.

Mr. Barron offers these tips for protecting yourself against mosquitoes:

- Eliminate sources of standing water that are a breeding ground for mosquitoes, including watering troughs, bird baths, ornamental ponds, buckets, wading and swimming pools not in use, and old tires.
- When engaged in outdoor activities at dusk and dawn when mosquitoes are most active, protect yourself by using mosquito repellants containing DEET, oil of lemon eucalyptus or Picardin, and follow the directions on the container.
- Wear long-sleeved shirts and long pants in mosquito-infested areas.
- Make sure screen doors and windows are in good repair and fit tightly.

Additional information about West Nile virus:

Oregon Health Authority website:

<http://public.health.oregon.gov/DiseasesConditions/DiseasesAZ/WestNileVirus/Pages/survey.aspx>

U.S. Centers for Disease Control and Prevention:

<http://www.cdc.gov/ncidod/dvbid/westnile/index.htm>