



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, August 18, 2021 at 9:00 A.M.**

**CONSENT AGENDA**

*(Routine matters which are not expected to generate discussion and are approved in a single vote. Any member of the Court may request removal of an item for separate discussion or vote.)*

1. Approve Minutes of August 4, 2021 Regular Meeting and August 10, 2021 Work Session
2. Approve IGA w/ COIC and Tri-County Emergency Use of Cascade East
3. Approve Amendment 5 to Extend Goods and Services Contract with Miller Oil
4. Approve 2021-2023 IGA#170663 for State Licensing
5. Approve WHA Insurance Broker Contract
6. Approve Landfill Entrance Extension for Andersen Construction
7. Approve FAA ARP Act Grant
8. Approve Juvenile Crime Prevention Services IGA #14680
9. Approve Amendment 1 to IGA 169507 Public Health Funding
10. Approve BLM ROW Application for 1500' Stretch of Road Off SW Millican
11. Approve Justice Reinvestment Grant Funding 2021-2023

**SCHEDULED APPEARANCES – None Scheduled**

**DISCUSSION**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>12. Consider Purchase of New Dump Truck Pursuant to Sourcewell Interstate Cooperative Price Agreement 060920-NVS</li> <li>13. 2021 Wheel Loader Purchase</li> <li>14. Youth Development Funding IGA</li> </ol> | <p>Requester: Eric Blaine<br/> Requester: Eric Blaine<br/> Requester: Eric Blaine</p> |
|---|---|

**EXECUTIVE SESSION**

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

*\*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.  
\*The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

## **NOTICE AND DISCLAIMER**

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

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

**CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.**

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

If you are interested in obtaining additional copies of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES  
OF AUGUST 4, 2021 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on August 4, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Casey Daly; Director Katie Plumb; Clerk Cheryl Seely; Director Kim Barber; Treasurer Galan Carter; Director Troy Poncin; Manager Levi Roberts; Accounting Manager Janet Pritiskuch; Director Will Van Vactor; Manager Brent Bybee; Peter Watts; Andy Parks and members of the community.

**REGULAR SESSION**

The meeting was **called to order at 9:00 a.m.**

**MOTION** to approve the Consent Agenda as presented. Motion seconded. No discussion. Motion carried 3-0.

Appearances / Item #12: Fairgrounds Director Casey Daly previously received approval from the Court to improve the lighting in the outdoor arena through monies received by the naming rights agreement with Pape Machinery. Mr. Daly presented the Court with a payment agreement for this project. This agreement was approved by the Court.

**MOTION** to approve Crook County Fairgrounds LED lighting phase one. Motion seconded. No further discussion. Motion carried 3-0.

Appearances / Item #13: Members of the Greater Idaho Movement met with the County Court to propose an advisory question be added to the November 2021 ballot. Due to the fact that the ballot question is advisory in nature and advisory questions are not permissible the County has retained the services of Peter Watts. Mr. Watts recommended the County submit the questions to the Attorney General for a ruling determining if an advisory question can be submitted to the ballot. The Court agreed with Mr. Watts findings, conceding that contacting the Attorney General to determine if an advisory question can be submitted to the ballot is the best course of action. Members of the public asked questions of the Court and expressed their want for Crook County to become part of Idaho.

Discussion item #14: John Eisler presented the Court with Ordinance 326 for a second reading. Ordinance 326 makes several changes to the County zoning code. Ordinance

326 was read by title only and a public hearing was opened. With no comment the public hearing was closed.

**MOTION** to read by title only. Motion seconded. No further discussion. Motion carried 3-0.

**MOTION** to approve Ordinance 326. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #15: Health Department Director Katie Plumb presented the Court with Order 2021-41 Amendment 1. This Order will make changes to the County's fee schedule for the Health Department. Ms. Plumb explained that the fees both increased and decreased dependent upon the cost they present to the County. A public hearing was opened regarding this matter, there being no comment the public hearing was closed.

**MOTION** to approve Order 2021-41 Amendment 1. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #16: John Eisler presented the Court with Order 2021-43 allowing the County to add a measure to the November 2021 ballot asking the voters for the authority to issue up to 35 million dollars in general obligation bonds for the construction of the Justice Center and restoration to the Courthouse. The State of Oregon will match all funds expended by the County for Circuit Court. The County is not anticipating the bond will require an increase in property taxes.

**MOTION** to approve Order 2021-43 calling a measure election to submit to the electors of the County the question authorizing up to \$35,000,000 of general obligation bonds and related matters. Motion seconded. No further discussion. Motion carried 3-0.

### **EXECUTIVE SESSION**

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 10:57 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF AUGUST 10, 2021 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on August 10, 2021, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert and Legal Assistant Lindsay Azevedo.

At 9:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

**EXECUTIVE SESSION**

At the conclusion of the Executive Session, the County Court convened back into Open Session, inviting members of the public into the meeting room.

**MOTION** to accept the offer for County property as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:45 a.m.**

Respectfully submitted,

**Amy Albert**

# Crook County Counsel's Office

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Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 7/29/2021

RE: IGA w/ COIC and Tri-County Emergency Use of Cascade East  
Our File No.: SHERIFF 217

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COIC operates Cascade East Transit, the local transit service provider. They have proposed an agreement with Deschutes, Crook, and Jefferson Counties describing how CET may be asked to participate in the management of local emergencies. The County in need of CET vehicles and personnel would contact COIC, which would track the usage in the expectations of federal reimbursement. The County would indemnify COIC for operations conducted pursuant to an emergency request.

One unique feature of the agreement is an express limit on the timeframe of an emergency service request. COIC believes that 49 CFR part 601, subpart D, limits their involvement to no more than 45 days per declared emergency.

There is a risk that a sufficiently dire emergency may last longer than 45 days. If such a catastrophe should arise, and if COIC is willing to continue operations, perhaps no one will much care under the circumstances.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
AND CROOK, DESCHUTES, AND JEFFERSON COUNTIES  
REGARDING EMERGENCY TRANSPORTATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered effective July 1<sup>st</sup> 2021, by and between Central Oregon Intergovernmental Council (COIC) existing under ORS 190, and the political subdivisions of the State of Oregon: Crook, Deschutes, and Jefferson counties, hereinafter referred to as the "Counties".

**RECITALS**

- A. COIC operates Cascades East Transit, Central Oregon's public transit service provider in Crook, Deschutes, and Jefferson counties, and The Confederated Tribes of Warm Springs.
- B. Each County oversees its own Emergency Management function.
  - a. Deschutes County Sheriff's Office oversees Emergency Management, a function included within the Special Services Unit. The function is managed by a sworn sergeant (Emergency Services Manager).
  - b. Crook County's Emergency Management is a division of the Crook County Sheriff's Office with one full-time Emergency Manager.
  - c. Jefferson County's Emergency Management is a division of the Jefferson County Sheriff's Office with one full-time Emergency Management Coordinator.
- C. The Parties have the authority to enter into this Agreement pursuant to ORS 402.010 and 402.015.
- D. The purpose of this Agreement is to provide the legal framework and establish procedures and conditions for making COIC-owned vehicles and COIC operators available to the County Emergency Management divisions for deployment during declared emergencies and disasters.

**TERMS OF AGREEMENT**

**County Responsibilities**

The Counties are responsible for preparing and implementing an emergency response plan in the event of a disaster or emergency. The Counties, in coordination with COIC, should strive for an annual tabletop exercise to refresh all parties on emergency management coordination processes.

**COIC's Responsibilities**

COIC is responsible for deploying its active vehicles and its drivers to the Counties for use and deployment in an emergency or disaster as determined by Counties. COIC is also responsible for participating in annual tabletop exercises hosted by the Counties.

**Assumptions**

PURPOSE: It is understood that the Counties will call for use of COIC vehicles if (a) an emergent need or disaster arises requiring the use of those vehicles and/or (b) if a lesser degree of emergency is needed for coordination of vehicles and resources.

**DURATION:** Pursuant of Charter Rule at 49 CFR Part 601, Subpart D, COIC is not permitted to furnish emergency transportation services or allow its transit vehicles to be used for emergency transportation purposes for more than 45 days per declared emergency or disaster. Consequently, COIC shall not be obligated or required to provide to the Counties for more than 45 days per declared emergency or disaster or to allow its transit vehicles to be used for emergency or disaster.

**REIMBURSEMENTS:**

When an emergency is declared, it is understood that CET will seek reimbursement funds in the following priority order:

- 1) Direct Federal Transit Administration (FTA) emergency response funds;
- 2) Federal Emergency Management Agency (FEMA) funds; or,
- 3) Counties will reimburse CET for remaining, unpaid costs according to standard rates shown in Exhibit A that are not covered by direct funds through the FTA or FEMA.
  - a. The Parties agree that Exhibit A may need to be adjusted to reflect COIC's annual labor costs for drivers, dispatchers, or other personnel, as well as the most recent FEMA-issued Schedule of Equipment Rates.

To ensure eligibility for reimbursement, CET will track and report the following information:

- Type of any emergency transportation services being provided, including the number and type of vehicles, the number of trips provided, the number of passengers transported, the dates and hours of service, and any fares collected for emergency transportation services;
- Emergency protective measures put in place to protect transit assets and/or personnel;
- Damages to vehicles, facilities, or equipment; and,
- Any temporary or permanent repairs made to damaged vehicles, facilities, or equipment.

**INDEMNIFICATION:** In a declared emergency or disaster, COIC vehicles and operators requested by a County and employed for the emergency or disaster pursuant to the provisions of this Agreement may be entitled to certain privileges, benefits, and immunities and subject to certain liability waivers under applicable federal and state emergency management regulations for registered emergency workers and services. COIC drivers shall be required to document the condition of the exterior portions of the available COIC vehicles both immediately before and immediately after the same are used in any emergency or disaster or for emergency training purposes. The County shall be entitled to review such documentation concerning the condition of the exterior portions of the available COIC vehicles.

Notwithstanding the foregoing, the requesting County shall fully and absolutely defend, indemnify and hold harmless COIC from and against any action, case of action, claim, and/or litigation arising out of or from the employment, operation, or use of any available COIC vehicles(s) in a declared emergency or disaster under this Agreement or for emergency training purposes, including, but not limited to, any claim, action, cause of action, claim, and/or litigation arising from the act(s) or omission(s) of any COIC operator(s) and/or any The County employee(s), officer(s), or agent(s) subject to the Oregon Tort Claims Law. In the event that any COIC owned vehicle is damaged while being used or operated in a declared emergency or disaster under this Agreement or for emergency training purposes, the requesting County shall hold harmless and indemnify COIC from and against and shall fully pay all expenses and costs necessary to fix and repair the damaged COIC-owned vehicle and restore said vehicle to its prior condition, provided, however, the requesting County shall not be responsible for fixing, repairing, or replacing any part of component of a COIC-owned vehicle used or operated in a declared emergency or disaster or for emergency training purposes under this Agreement which merely fails or malfunctions during said use or operation.

**TERM OF AGREEMENT:** Unless this Agreement is terminated as provided below, this Agreement shall be for twenty-four (24) months, beginning on July 1<sup>st</sup> 2021 and ending on June 30<sup>th</sup> 2023. This Agreement shall be renewed automatically for succeeding terms in perpetuity unless any party gives written notice to all others at least ninety (90) days prior to the expiration of any future term.

**DISPUTE RESOLUTION:** Any dispute that arises under this Agreement shall first be submitted to the applicable County



Administrator and the COIC Executive Director, who shall meet and attempt to resolve the dispute-Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed the dispute will be mediated. In such an event, the parties in dispute agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Should mediation efforts fail, the disputing parties agree to binding arbitration. The arbiter shall be selected by mutual agreement of the disputing parties, but in the absence of such agreement each side shall select a temporary arbiter and those shall jointly select the permanent arbiter. All costs of arbitration shall be borne equally by the disputing parties.

TRAINING: COIC and each County's Emergency Services Manager will hold a tabletop exercise or commensurate training once a calendar year to remind and refresh COIC staff of its duties and obligations in the case of a declared emergency or disaster.

NOTICE: Any notice required or permitted to be given by either party to another shall be deposited in the United States mail, postage prepaid, addressed to:

If Counties: Deschutes Counties Sheriff's Office  
63333 W Hwy 20  
Bend, OR 97703

Crook County Sheriff's Office  
308 NE 2nd St  
Prineville, OR 97754

Jefferson County Sheriff's Office  
675 NW Cherry Ln  
Madras, OR 97741

If COIC: Central Oregon Intergovernmental Council Admin Office  
Attn: Transportation Director  
334 NE Hawthorne Ave  
Bend, OR 97701

RELATIONSHIP OF THE PARTIES: No agent, official, employee, servant, or representative of COIC shall be deemed an officer, employee, agent, servant or representative of the Counties for any purpose. No agent, official, employee, servant or representative of the Counties shall be deemed an officer, employee, agent, servant, or representative of COIC for any purpose.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between COIC and the Counties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by all parties hereto.

APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

SEVERABILITY: In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

WHEREFORE, each party, by and through its undersigned representative acting with authority, has signed this Agreement to be effective on the first day and year written above.

**COIC Date and Signature**

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\_\_\_\_\_  
COIC EXECUTIVE DIRECTOR

DATE \_\_\_\_\_

**Crook County Date and Signature**

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\_\_\_\_\_  
CROOK COUNTY JUDGE

DATE \_\_\_\_\_

\_\_\_\_\_  
CROOK COUNTY COMMISSIONER

DATE \_\_\_\_\_

\_\_\_\_\_  
CROOK COUNTY COMMISSIONER

DATE \_\_\_\_\_

**EXHIBIT A**  
**COST REIMBURSEMENT FORM**  
**(IF COIC IS NOT REIMBURSED DIRECTLY FROM FTA AND/OR FEMA)**

Service/Personnel/Labor Costs	Personnel Costs (Hourly Rates)
Driver Services	\$39.47 per driver per vehicle
Dispatch and Management Services	\$4.13 (1 Dispatcher + Operations Manager)

Provided: In the event a driver is required to work more than 40 hours in a week as a result of furnishing emergency services, Counties shall reimburse COIC associated overtime costs in excess of any regular hourly rates.

Equipment Specification and Code	Equipment Costs (Hourly Rates)
Bus; Cost Code 8180; Up to 150 HP	\$21.60
Bus; Cost Code 8181; Up to 210 HP	\$25.82
Bus; Cost Code 8182; Up to 300 HP	\$39.65

Equipment Specifications, Codes and Hourly Rates are based upon [FEMA's Schedule of Equipment Rates](#). Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Rates above are applicable to major disasters and emergencies declared by the President of the United States on or after August 15, 2019.

**Total Personnel and Equipment Cost Example:** Driver operating a 300 horsepower vehicle for one hour amounts to \$79.12 (\$39.47 driver cost + \$39.65 equipment cost).

**EXHIBIT B**  
**COIC EMERGENCY CONTACT LIST**

1<sup>st</sup> Andrea Breault - 617 599 7396 - [abreault@coic.org](mailto:abreault@coic.org) - Transportation Director

2<sup>nd</sup> Marty Hopper - 541 815 7527 - [mhopper@coic.org](mailto:mhopper@coic.org) - Operations Supervisor

3<sup>rd</sup> Mike Murphy - 541 699 2386 - [mmurphy@coic.org](mailto:mmurphy@coic.org) - Rural Supervisor

# Crook County Counsel's Office

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Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919  
• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 7/29/2021

RE: *Amendment 5 to Extend Goods and Services Contract with Miller Oil*  
Our File No.: Landfill 70(A)

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Attached is Amendment 5 to the 2016 Goods and Services Contract with Miller Oil to supply unleaded vehicle fuel to a storage tank at the Crook County Landfill. The fuel is made available to those County vehicles such as heavy equipment and Sheriff's patrol vehicles as needed.

The attached amendment would extend the agreement for an additional year, but otherwise all terms of the original agreement will continue in full force and effect.

Please let me know if you have any questions.

***Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.***

**AMENDMENT 5  
To Goods and Services Contract**

This Amendment 5 modifies that certain Goods and Services Contract (hereinafter "the Contract") by and between Crook County, a political subdivision of the State of Oregon ("County") and Miller Oil, Inc., an Oregon corporation ("Contractor"), collectively referred to as "the Parties."

**RECITALS**

- A. **WHEREAS**, the Contract between the Parties describes the delivery and payment for unleaded fuel at the County Landfill; and
- B. **WHEREAS**, by its terms the Contract is set to expire on August 31, 2021, unless sooner terminated according to its provisions; and
- C. **WHEREAS**, the Parties wish to modify the Contract as described in this Amendment 5.

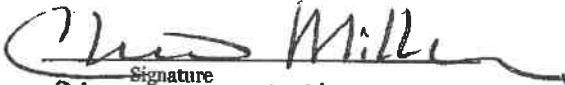
**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which are acknowledged, the Parties agree as follows:

- 1. **Adoption of Recitals:** The above recitals are incorporated in and made a part of this Amendment 5 as contract terms and not mere recitals.
- 2. **Duration Extended:** The duration of the Contract is extended to August 31, 2022, unless sooner terminated according to its provisions.
- 3. **Affidavit of Tax Compliance:** Contractor states that the information contained on the Affidavit of Tax Compliance, included as an Exhibit to the Contract, continues to be true and correct.
- 4. **Counterparts:** This Amendment 5 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.
- 5. **Contract Reaffirmed:** Except as provided in this Amendment 5, the provisions of the Contract remain in full force and effect.

This Amendment is effective the 1<sup>st</sup> day of September 2021.

CONTRACTOR

By:   
Signature  
Cheri Miller  
Printed Name  
 Title: See Jones  
 Date: 7-27-21

CROOK COUNTY

\_\_\_\_\_  
 Seth Crawford, County Judge  
 Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Jerry Brummer, County Commissioner  
 Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Brian Barney, County Commissioner  
 Date: \_\_\_\_\_

# Crook County Counsel's Office

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Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: August 3, 2021

RE: 2021-2023 IGA #170663 for State Licensing  
Our File No.: ENV HEALTH 27

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As with many programs dealing with health, local governments provide services to the public with the State providing funding. Environmental Health inspections, for restaurants, vending machines, swimming pools, tourist facilities, and bed & breakfast businesses, are among these services. Attached is a new biennial agreement which delegates authority to Crook County to operate such programs. It is effective retroactively to June 30 and continues until June 30, 2023.

Under this agreement, the County would collect service fees and remit a specified percentage to the State. The County, meanwhile, would be responsible for staffing, supervising, and implementing the inspection program.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**





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

**AGREEMENT # 170663**

**OREGON HEALTH AUTHORITY  
INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, by and through its Department of Environmental Health, the Local Public Health Authority (“LPHA”), each a “Party” and together, the “Parties.” This Agreement consists of this document and includes the following listed exhibits which are incorporated into this agreement:

- Exhibit A: Subcontractor insurance requirements

**SECTION 1. AUTHORITY**

- ORS 446.310 to 446.350 establishes a state licensure program for tourist facilities.
- Upon request from a county, ORS 446.425 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 446.310, 446.320, 446.330 to 446.340, 446.345, 446.350 and 446.990 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 448.005 to 448.090 establishes a state licensure program for pool and spa facilities.
- Upon request from a county, ORS 448.100 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 448.005, 448.011, 448.020 to 448.035, 448.040 to 448.060 and ORS 448.100 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, licensing, inspections, enforcement and issuance and revocation of permits and certificates in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 624.010 to 624.121 establishes a state licensure program for restaurants and bed and breakfast facilities.
- ORS 624.310 to 624.340 establishes a state licensure program for commissaries, mobile units, warehouse and vending machines.
- ORS 624.510 requires OHA to enter into this Agreement with a LPHA delegating to the LPHA the administration and enforcement within the jurisdiction of the LPHA of the powers, duties and functions of the OHA director under ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992. This Agreement must describe the powers, duties and functions of the local public health authority relating to fee collection, licensing, inspections, enforcement, civil penalties and issuance and revocation of permits and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

## SECTION 2. PURPOSE

The purposes of this Agreement are:

- For LPHAs to request the duties and functions of OHA and for OHA to review whether the requested delegation is appropriate as described in Section 6 of this Agreement. For OHA to delegate responsibility to LPHAs who have requested the duties and functions of OHA for carrying out the following programs:
  - The Tourist Facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1);
  - The Pool/Spa program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1) except for the authority to issue variances under ORS 448.037 and except for plan review and approval under ORS 448.030 pursuant to ORS 448.100(1); and
  - The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- For OHA to delegate responsibility to LPHAs for carrying out the restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the LPHA's performance.

## SECTION 3. EFFECTIVE DATE

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **June 30, 2021** regardless of the date this Agreement has been fully executed by each Party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

## SECTION 4. AUTHORIZED REPRESENTATIVES

### 4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: André Ourso  
 Title: Administrator, Center for Health Protection  
 Date: July 1, 2021  
 Phone: (971) 673-0403  
 Email: andre.ourso@state.or.us

### 4.2 LPHA'S AUTHORIZED REPRESENTATIVE IS:

Name: Katie Plumb  
 Title: Director, Crook County Health Department  
 Date: July 1, 2021  
 Phone: (541) 903-7211  
 Email: kplumb@h.co.crook.or.us

### 4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5. DEFINITIONS

Unless otherwise specified the definitions in ORS 431.003, 446.310, 448.005, 624.005, 624.010, 624.310 and OAR 333, Divisions 12, 14, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175 apply to this Agreement.

- “CLEHS” means the Conference of Local Environmental Health Supervisors.
- “CLHO” means the Conference of Local Health Officials.
- “FIPP” means the Foodborne Illness Prevention Program.
- “FPLHS” means the Food, Pool and Lodging Health and Safety Programs.
- “LPHA” means the Local Public Health Authority.

## SECTION 6. LPHA’S REQUEST FOR DELEGATION AND OHA REVIEW OF REQUEST

By signing this Agreement, **Crook County** hereby requests delegation of the duties and functions of the Pool/Spa and Tourist Facilities programs. The requested delegation includes the following programs:

- The Tourist Facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1); and
- The Pool/Spa program in ORS 448.005 to 448.090 except for plan review and approval under ORS 448.030 pursuant to ORS 448.100(1) and except for the authority to issue variances under ORS 448.037.

After receipt of the request above and prior to signing this Agreement, the Director of OHA will evaluate the LPHA to determine whether delegation is appropriate under the applicable statutes and rules. ORS 446.425, 448.100, and 624.510; Oregon Administrative Rules Chapter 333, Division 12. This determination is primarily based on findings from the most recent Triennial Review of the LPHA. By signing this Agreement, the Director of OHA hereby determines that delegation is appropriate as described in this Section.

## SECTION 7. OHA RESPONSIBILITIES

OHA hereby delegates authority to administer the following programs to the LPHA:

- The Tourist Facility programs in accordance with 446.425.
- The Pool/Spa program in ORS 448.005 to 448.090 except for plan review and approval under ORS 448.030 and except for the authority to issue variances under ORS 448.037; and
- The restaurant, bed and breakfast facility, commissary, mobile unit and vending machine licensing programs to the LPHA in accordance with ORS 624.510.

To enable LPHA to carry out its delegated duties under this agreement, OHA shall:

- 7.1 Provide training to LPHA staff including at least one annual conference relating to the Food, Pool/Spa and Tourist Facilities programs and one virtual or in-person regional meeting. OHA will cover the costs for these meetings such as registration, room rental, food and beverages, and speaker fees but will not cover LPHA staff travel expenses (e.g. lodging, mileage, per diem beyond meals provided, etc.).
- 7.2 Provide a statewide licensing and inspection software application for use by LPHAs. OHA will provide support and technical assistance to users of the system. OHA will develop a communication protocol to provide direction on how to request support and technical assistance from contract vendors or FIPP staff.
- 7.3 Provide at no cost, printed materials required in statute or rule that are necessary to implement the programs and are listed on OHA General Requisition for 34-00A, such as but not limited to handwashing placards, compliance stickers, inspection forms, closure orders and license applications. OHA will consult with the Conference of Local Health Officials (CLHO) or its designee to determine additional printing needs.

- 7.4 Ensure access to electronic versions of the administrative rules, food handlers manuals and other educational materials.
- 7.5 Work with CLHO or its designee, using the Four-Factor Analysis adopted by the federal Department of Health and Human Services to determine which forms and documents need to be translated, and which forms and documents will be provided to the LPHA in printed form.
- In addition to CLHO, work with CLEHS using the following Four Factor analysis to determine which forms and documents need to be translated into other languages and applicable timelines. The Four Factors are:
- The number or proportion of limited English proficiency (LEP) persons eligible to be served or likely to be encountered by the LPHA;
  - The frequency with which LEP individuals come into contact with the LPHA's environmental health services program;
  - The nature and importance of the program, activity or service provided by the LPHA to its beneficiaries; and
  - The resources available to OHA and the costs of interpretation/translation services.
- 7.6 Provide consultation and technical assistance to LPHAs to support implementation of the administrative rules and other laws enforced by LPHA under this Agreement relating to the Food, Pool/Spa and Tourist Facility programs.
- 7.7 Provide FIPP standardization and certificate of completion to at least one person in each LPHA as required in OAR 333-012-0060(3).
- 7.8 (Reserved).
- 7.9 (Reserved)
- 7.10 Provide LPHA with information relating to the status of variance applications within the LPHA's jurisdiction and communicate when necessary with LPHA's Environmental Health Supervisor if the status changes.
- 7.11 In September of each year, OHA will provide LPHAs with a projected FPLHS program budget and a preliminary list of all LPHA remittance fees for the next fiscal year or biennium (depending where the date lands in the fiscal biennium). This budget and remittance information will be reviewed at a regularly scheduled CLHO meeting or designated subcommittee. A second report containing the final budget and remittance totals will be provided in April at a regularly scheduled CLHO meeting and designated subcommittee.
- 7.12 Provide a budget update for Food, Pool/Spa and Tourist Facilities Programs that includes expenditures and remaining balances. Reports will be provided to CLHO or its designee in April and October of each year.
- 7.13 In March of each year, convene a workgroup consisting of CLHO representatives (including CLEHS and CLHO or its designee), a local public health administrator and food service industry members to review and provide recommendations for the Annual Program Plan for FIPP, Public Pool/Spa and Tourist Facility Programs. OHA staff shall provide the workgroup, CLEHS and CLHO or its designee

with a report summarizing program activities from the previous year.

- 7.14 Consult with CLHO or its designee prior to any substantive modification to the Annual Foodborne Illness Prevention Program and Public Pool/Spa and Tourist Facility Program Plans and, in a timely manner, consult with CLHO or its designee regarding any other major changes to those programs that affect the LPHA, to the extent possible and feasible.
- 7.15 Provide personnel to LPHA to perform inspection services in the case of an emergency.
- 7.16 Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 14, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

## **SECTION 8. LPHA RESPONSIBILITIES**

LPHA accepts OHA's delegation of authority to carry out the following programs:

- Tourist Facility program in ORS 446.310 to 446.350 and 446.990.
- The Pool/Spa program in ORS 448.005 to 448.090 except for plan review and approval under ORS 448.030 and except for the authority to issue variances under ORS 448.037; and
- Restaurant, bed and breakfast facility, commissary, mobile unit, warehouses and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992.

Pursuant to OHA's delegation of authority, LPHA shall:

- 8.1 Carry out the statutes and rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement in ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090 (except for 448.030 and 448.307), ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.
- 8.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
  - For the Tourist Facility program, fifteen percent (15%) of the state licensing fee or fifteen percent (15 %) of the county licensing fee, whichever is less, collected by county that quarter, in accordance with ORS 446.425.
  - For the Pool/Spa program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
  - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA's food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490.
    - (Biennial cost of FIPP / Total projected licensing revenue for the biennium for all LPHAs = Remittance Factor (Represented as a percentage.)) FIPP's biennial budget includes all program costs (i.e., staffing, fringe, travel, supplies, indirect costs, and statewide licensing software application). For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.
    - For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023, the remittance factor is 12.81% of licensing revenue, based on licensing fees in statute. (Biennial cost of

FIPP (\$2,328,526)/Total projected statewide licensing revenue for the biennium (\$18,179,220) = 12.81%.)

- 8.3 Provide to OHA's Agreement Administrator with each quarterly remittance a written summary report that includes:
- The quarterly remittance amount due to support the FIPP. If the payment amount is greater or less than the fixed quarterly remittance payment, include both amounts; and
  - The total number of pool/spa licenses issued by the LPHA in the quarter for which the remittance is due; and
  - The total number of tourist facility licenses issued by the LPHA in the quarter for which the remittance is due, including the number of spaces for recreation parks.
- 8.4 Use or be transitioning toward the use of the statewide licensing software within 12 months of OHA notifying LPHAs that it has signed a contract with the service provider, if the LPHA is not already using this software.
- 8.5 Provide to OHA information required to produce Licensed Facility Statistics Reports (Stats Report) by February 28 of each year. Information required includes the number of complaints by type, foodborne illness outbreak investigations conducted, enforcement actions taken, number of food handler cards issued, number of food service managers trained, environmental health FTE information for Food, Pool/Spa and Tourist Facility Programs, number of OHA-standardized staff and number of staff with National Swimming Pool Foundation-certified pool operator training or equivalent.
- 8.6 All licensing fees for food, pool/spa and tourist facilities as well as food handler certification fees collected by the LPHA are to be used to support the respective programs at the local and state level and cannot be used to support any other activities.

#### **SECTION 9. ACCOUNTING**

OHA may request that the LPHA provide an accounting of the fees collected pursuant to this Agreement for the previous three years and the LPHA and/or its subcontractor's expenditures of those fees to ensure the fees were expended only for the duties and functions delegated to the LPHA under this Agreement. Licensing fees must be used for inspection and related administration purposes only, including direct and indirect costs for the program. If an LPHA terminates this Agreement, any fees collected for inspections that the LPHA has not spent on services performed under this Agreement shall be returned to OHA within thirty days of termination.

#### **SECTION 10. CONFLICT RESOLUTION**

The Parties agree to meet, in person if possible, to discuss any conflict that arises between the Parties concerning this Agreement and to work in good faith to resolve the matter in a way that is mutually agreeable.

#### **SECTION 11. REVIEW OF AGREEMENT**

The Parties will review this Agreement every five years or sooner upon the agreement of both Parties.

#### **SECTION 12. SUSPENSION AND TERMINATION**

- 12.1 Either Party may terminate this Agreement upon 180 days written notice to the other Party.
- 12.2 OHA may terminate this Agreement in accordance with OAR 333-012-0070(6) to (8).
- 12.3. If the delegations in this Agreement are suspended or terminated the LPHA must return any unexpended portion of the fees collected by the LPHA or its subcontractor under ORS 446.425(2), 448.100(2) and 624.510(2) to OHA for carrying out the powers, duties and functions under ORS 446, 448 and 624. For purposes of this paragraph any unexpended portion of the fees collected includes licensing fees collected for a given licensing year minus credits determined by OHA for inspections performed by the LPHA or its subcontractor, as documented in the statewide licensing database.

- 12.4 The LPHA may terminate this Agreement if the LPHA requests a transfer of the LPHA's responsibilities to OHA in accordance with ORS 431.382, but such a termination does not take effect until 180 days after OHA receives the request, unless otherwise agreed to by OHA and the LPHA.
- 12.5 Upon termination of this Agreement, LPHA shall have no further obligation to make remittance payments to OHA under this Agreement, except as specified in paragraph 11.3.
- 12.6 Any termination of this Agreement shall not prejudice any obligations or liabilities of either Party accrued prior to such termination.

### **SECTION 13. AMENDMENTS**

- 13.1 The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.
- 13.2 This Agreement must be amended if the percentages or formulas for remittance in Section 8.2 change.

### **SECTION 14. NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address or number set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this section.

### **SECTION 15. SURVIVAL**

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

### **SECTION 16. 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.

### **SECTION 17. COUNTERPARTS**

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

### **SECTION 18. LIABILITY AND INSURANCE**

The LPHA and its employees or contractors in carrying out the functions and duties delegated in this agreement have the sole right of control as to the physical details of the manner of performance of the inspections to be conducted. The LPHA further understands and agrees that its employees or contractors carrying out the functions and duties delegated in this agreement will be properly trained by the LPHA with regard to the applicable statutes and rules of OHA relating to the delegated programs.

**Contribution.** 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 a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (or would be if joined in the Third Party Claim), OHA 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 LPHA in such proportion as is appropriate to reflect the relative fault of OHA on the one hand and of the LPHA 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 OHA on the one hand and of the LPHA 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. OHA'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.

With respect to a Third Party Claim for which the LPHA is jointly liable with OHA (or would be if joined in the Third Party Claim), the LPHA 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 OHA in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of OHA 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 LPHA on the one hand and of OHA 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 LPHA'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.

LPHA shall require subcontractors to maintain insurance as set forth in Exhibit A ("Subcontractor Insurance Requirements") which is attached hereto.

#### **SECTION 19. DAS REPORTING REQUIREMENT**

The Parties agree that OHA shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OHA shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

#### **SECTION 20. RECORDS**

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

#### **SECTION 21. NO THIRD-PARTY BENEFICIARIES**

OHA and LPHA are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

#### **SECTION 22. MERGER, WAIVER AND MODIFICATION**

This Agreement 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 Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.



**SECTION 23. SUBCONTRACTS AND ASSIGNMENT**

- 23.1 If LPHA intends to contract with a person to perform services or activities required under this Agreement, such person may not perform any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580. LPHA must provide notice to OHA in accordance with OAR 333-014-0570(2) and (5) and subcontracts must comply with OAR 333-014-0570(4).
- 23.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement.

**SECTION 24. INDEMNIFICATION BY SUBCONTRACTORS.**

LPHA shall take all reasonable steps to cause its contractor(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 LPHA's contractor or any of the officers, agents, employees or subcontractors of the contractor ("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 contractor from and against any and all Claims.

**SECTION 25. ADDITIONAL PROVISIONS**

**25.1 Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

- LPHA is a sub-recipient
- LPHA is a vendor
- Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: (Not Applicable)

**25.2 LPHA Data and Certification.**

- a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

LPHA Name (exactly as filed with the IRS): County of Crook

Street address: 300 NE Third St.

City, state, zip code: Prineville, OR 97754

Email address: KPlumb@h.co.crook.or.us

Telephone: (541) 447-5165 Facsimile: (541) 447-3093

Federal Employer Identification Number: 93-6002290

**Proof of Insurance:**

Workers' Compensation Insurance Company: SAIF

Policy #: 791761 Expiration Date: 7/1/2022

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA 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. LPHA further acknowledges that in addition to the remedies under this Agreement, 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 LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:
- (1) The information shown in Section 25.2 a, LPHA Information, is LPHA’s true, accurate and correct information;
  - (2) To the best of the undersigned’s knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (3) LPHA and LPHA’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - (4) LPHA is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5) LPHA is not subject to backup withholding because:
    - (a) LPHA is exempt from backup withholding;
    - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c.** LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA’s signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

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

**Signatures.**

**Crook County, by and through its Department of Environmental Health:**

**By:**

Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Oregon Health Authority, pursuant to ORS 190**

**By:**

Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

*Approved via email by:*

Shannon Ofallon, Assistant Attorney General		June 29, 2021
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Assistant Attorney General		Date
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**OHA Program Representative:**

*Approved via email by:*

Brett W. Sherry, Program Manager, Regulatory Unit, Public Health Division		July 23, 2021
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Authorized Signature	Title	Date
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**OREGON HEALTH AUTHORITY  
INTERGOVERNMENTAL AGREEMENT  
FOR ENVIRONMENTAL HEALTH SERVICES**

**EXHIBIT A**

**SUBCONTRACTOR INSURANCE REQUIREMENTS**

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

**TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor 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 State. 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 Contractor'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 this Contract by the Contractor and Contractor'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 Contractor shall provide Tail Coverage as stated below.

**EXCESS/UMBRELLA INSURANCE:**

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

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor 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 this Subcontract 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 Contractor's activities to be performed under this 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 your 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:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor'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, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and LPHA's acceptance of all Services required under this Subcontract, or, (ii) LPHA's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

The LPHA shall obtain from the Contractor 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 OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in Exhibit A.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

**STATE ACCEPTANCE:**

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

### DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: IGA #170663, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Crook County by email.  
Contractor's name

On \_\_\_\_\_,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 8/6/2021

RE: WHA Insurance Broker Contract  
Our File No.: CT. CONTRACTS 133(A)

---

The current Professional Services Contract with WHA for insurance services is set to expire in February 2022. The attached Amendment 1 will extend the contract for an additional 4-year term, effective 2/15/2022.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**



**AMENDMENT 1**  
**To Professional Services Contract**

This Amendment 1 is entered into by WHA Insurance Agency, Inc., an Oregon corporation (hereinafter "Contractor"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County").

**RECITALS**

WHEREAS, Contractor and County are parties to that certain Professional Services Contract (hereinafter "the Agreement") effective February 15, 2017, for insurance services as described in paragraph 3 of the Agreement; and

WHEREAS, the Agreement is set to expire on February 14, 2022; and

WHEREAS, the WHA Insurance Agency, Inc. and Crook County wish to extend the duration of the Agreement, as described herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, WHA Insurance, Inc. and Crook County agree as follows:

1. Adoption of Recitals: The above Recitals are incorporated into and made a part of this Amendment 1, as terms of contract and not mere recitals.
2. Effective Date: This Amendment 1 becomes effective on February 15, 2022.
3. Extension of Duration: The duration of the Agreement is extended to February 14, 2026, unless sooner terminated as described therein.
4. Except as modified by this Amendment 1, the Agreement as previously amended remains in full force and effect.
5. Execution in Counterpart: The parties agree that this Amendment 1 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 1 effective on February 15, 2021.

ACCEPTED FOR CONTRACTOR

WHA Insurance Agency Inc.

DocuSigned by:

*Catrina Stanks*

0932493251100075  
Catrina Stanks

(printed name)

Title: President

Date: 8/6/2021

COUNTY

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

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

# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: August 6, 2021

RE: Landfill Entrance Extension for Andersen Construction  
Our File No.: Landfill 103(A)

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Enclosed is Extension #3 to Construction Contract (Extension) with Andersen Construction for their work on the Landfill's facility entrance project. The original completion-by date was May 31, with liquidated damages of \$1,000 per day. There have been 2 prior extensions allowing them until July 31, 2021 to complete the project. This 3<sup>rd</sup> Extension simply pushes out the completion-by date to October 1, 2021.

Jeff Merwin requested and recommends this Extension. Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

### 3<sup>rd</sup> EXTENSION TO CONSTRUCTION CONTRACT

This Extension to Construction Contract (“Extension”) is entered into and effective August 1, 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and Andersen Construction Company of Oregon, LLC, (hereinafter “Contractor”).

#### RECITALS

**WHEREAS**, on October 15, 2020, County and Contractor entered into a Construction Contract (the “Contract”) for the construction services to improve the entrance facilities at the Crook County Landfill; and

**WHEREAS**, the Contract requires full performance by May 31, 2021 with extensions for full performance by July 31, 2021; and

**WHEREAS**, the length of time required to complete the project is taking longer than expected; and

**WHEREAS**, County and Contractor desire to extend the term of the Contract to complete full performance in accordance with all plans and specifications by October 1, 2021.

#### AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. **Performance.** Paragraph number 3 of the Contract is hereby amended to extend the term to complete full performance in accordance with all plans and specifications from June 30, 2021, to October 1, 2021.
2. **Reaffirmation of Construction Contract.** Except as modified by this Extension, all terms and conditions of Contract are reaffirmed and remain unmodified and in full force and effect.
3. **Counterparts.** This Extension may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

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# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court  
FROM: John Eisler, Asst. County Counsel  
DATE: August 9, 2021  
RE: FAA ARP Act Grant  
Our File No.: Airport 47

Enclosed is a federal grant agreement through the American Rescue Plan Act (ARP Act) and the FAA's Airport Rescue Grant program. The grant amount is for \$32,000, and the money can be used for 100% of airport costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments.

Following our acceptance, the County will have four years to expend these funds. Acceptance of the grant obligates the County to adhere to the same sponsor assurances as prior FAA AIP grants, with some additional obligations related to the novel coronavirus pandemic.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM for approval.**

Approved this 18th day of August 2021.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

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



Airports Division  
Northwest Mountain Region  
Oregon, Washington

FAA SEA ADO  
2200 S. 216th Street  
Seattle Airports District  
Office  
Des Moines, WA 98198

## Airport Rescue Grant Transmittal Letter

August 4, 2021

Mr. Brian Barney  
4585 SW Airport Road  
Prineville, OR 97754

Dear Mr. Barney:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-41-0051-020-2021 for Prineville Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 23, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,



**Warren D. Ferrell**  
Acting Manager



**AIRPORT RESCUE GRANT**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date August 4, 2021 \_\_\_\_\_

Airport/Planning Area Prineville Airport

Airport Rescue Grant No. 3-41-0051-020-2021 (Contract Number: DOT-FA21NM-K0230)

Unique Entity Identifier 055495964

TO: Crook County

(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 21, 2021, for a grant of Federal funds at or associated with the Prineville Airport, which is included as part of this Airport Rescue Grant Agreement;

**WHEREAS**, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Prineville Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

**WHEREAS**, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

**WHEREAS**, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.



Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Prineville incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

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

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

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:  

\$32,000 ARPA KW2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. **The Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. **The Budget Period:**
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. **Close out and Termination.**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 23, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. Ban on Texting While Driving.**

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

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
    - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

**20. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
    - e. A court or grand jury;
    - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - g. An authorized official of the Department of Justice or other law enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

#### CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated August 4, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**Warren Ferrell**

*(Typed Name)*

**Acting Manager, Seattle Airports District C**

*(Title of FAA Official)*



**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

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

Dated

Crook County

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:**

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

*(Title of Sponsor's Designative Official/Representative)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

By:

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

## AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

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

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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

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

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

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

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

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

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

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

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs



related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

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

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
 

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

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Crook County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 21, 2021.

**23. Access By Intercity Buses.**

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

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919  
• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 8/9/2021

RE: Juvenile Crime Prevention Services IGA #14680  
Our File No.: JUVENILE 26

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Attached is the latest funding agreement for Juvenile Crime Prevention Services. The Oregon Youth Authority will reimburse county expenses over the next two years, up to \$50,959.

There are a number of odd features to this agreement that the County does not often encounter, even in other state funding agreements.

- Although Exhibit G is a part of the terms of the Agreement, it is explicitly not attached. Exhibit G includes the County's proposed service plan for the 21-23 biennium.
- The Agreement defines the term "Youth Offender" to mean the same thing as the term "adjudicated youth" used in SB 436 if, but only if, the bill becomes law. As it happens, the bill was passed by the legislature and signed by the governor prior to this IGA being distributed for the County's review.
- In the event of a dispute over whether OYA has over-reimbursed the County, the IGA has an even-handed dispute resolution clause.
- The IGA includes a clause that explicitly allows OYA to change the amount of funding offered to the County. If the legislature, Emergency Board, or even the Department of Administrative Services alters the funding, this IGA would not only require the County to accept the change, but to require the execution of an amendment to that effect. This authority is limited in that it does not apply to changes which would require a new or different service but is unlimited with regards to existing services.
- The Agreement requires those working with youth offenders to have been subjected to criminal background checks.
- The County is required to maintain a system for clients, or the parents/guardians of clients, to submit grievances regarding the County's work.
- The County must track its services through the JJIS database, and the County is responsible for checking the State's website to find the current version of the State's database policy.

Although many of these provisions are not often encountered in the State's agreements, they have been terms which the County has previously accepted.

Crook County Court  
RE: Juvenile Crime Prevention Services  
August 11, 2021  
Page 2

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Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

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 #14680**

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 **Crook 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 **\$50,989.00**. 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: Debra Patterson  
Crook County  
305 NE 3<sup>rd</sup>  
Prineville, Oregon 97754  
Voice: (541)447-5161  
Facsimile: (541)447-2527  
E-Mail: debra.patterson@co.crook.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**

<b>SERVICE</b>	<b>TOTAL</b>
JCP BASIC	\$50,989.00

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 C – 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.

	<p><b>Oregon</b>  <b>Juvenile Justice Information System</b></p>	 
<p><b>Policy Statement</b></p>		
<p><b>Service Tracking in JJIS</b></p>		
<p>Approved:</p>  Philip Cox, Co-Chair JJIS Steering Committee	<p>Effective Date: 1/16/2013</p> <p>JJIS Steering Committee Approval: 12/19/2012</p> <p>JJIS Policy &amp; Standards Committee Approval: 8/22/2012</p> <p>Supersedes:</p>	
<p><b>REFERENCE:</b></p>		
<p><b>PURPOSE:</b></p>	<ul style="list-style-type: none"> <li>• To provide a standard for consistency in tracking services in JJIS;</li> <li>• To provide a threshold for a view of current juvenile justice practice;</li> <li>• To provide a foundation to compare trends in key service areas over time; and</li> <li>• To establish a foundation to develop capacity to measure results based on evidence</li> </ul>	
<p><b>DEFINITIONS:</b></p>	<p>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.</p>	

Program Type	Definition
<b>Accountability</b>	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.
<b>Competency Development</b>	
<b>Educational</b>	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
<b>Independent Living</b>	Services designed to assist a youth transition into independent living.



Program Type	Definition
<b>Skill Development – Non-Residential</b>	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.
<b>Skill Development – Residential</b>	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.
<b>Therapeutic Foster Care</b>	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.
<b>Vocational</b>	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.
<b>Family</b>	
<b>Family Counseling</b>	General family counseling services.
<b>Family Education</b>	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.
<b>Functional Family Therapy</b>	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
<b>Multi-Systemic Therapy</b>	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
<b>Fire Setter</b>	
<b>Fire Setter – Non-Residential</b>	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
<b>Fire Setter – Residential</b>	Residential treatment services for youth with inappropriate or dangerous use of fire.





<b>Program Type</b>	<b>Definition</b>
<b>Gang</b>	
<b>Gang – Non-Residential</b>	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
<b>Gang – Residential</b>	Residential services designed to address juvenile gang related behavior membership and affiliation.
<b>Mental Health</b>	
<b>Mental Health – Non-Residential</b>	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
<b>Mental Health – Residential</b>	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
<b>Co-Occurring</b>	
<b>Co-Occurring – Non-Residential</b>	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Co-Occurring – Residential</b>	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Sex Offender</b>	
<b>Sex Offender – Non-Residential</b>	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Sex Offender – Residential</b>	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Substance Abuse</b>	
<b>Substance Abuse - Non-Residential</b>	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.
<b>Substance Abuse - Residential</b>	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



<b>Other Youth Services</b>	
<b>Drug Court</b>	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.
<b>Mentoring</b>	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.
<b>Other – Residential</b>	Residential services which are unable to be categorized with any of the existing categories.
<b>Other – Youth Services</b>	Other services which are unable to be categorized with any of the existing categories.
<b>Victim Related</b>	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.
<b>Wrap Around</b>	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.
<b>Assessment</b>	Assessments and evaluations performed to help identify the need for specialized services.
<b>Foster Care</b>	Foster care
<b>Medical</b>	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



<p><b><u>POLICY:</u></b></p>	<p>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.</p> <p><b><u>Tracking</u></b></p> <p><b>Required Tracking</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Competency Development <ul style="list-style-type: none"> <li>○ Educational</li> <li>○ Independent Living</li> <li>○ Skill Development – Non-Residential</li> <li>○ Skill Development – Residential</li> <li>○ Therapeutic Foster Care</li> <li>○ Vocational</li> </ul> </li> <li>• Family <ul style="list-style-type: none"> <li>○ Family Counseling</li> <li>○ Family Education</li> <li>○ Functional Family Therapy</li> <li>○ Multi-Systemic Therapy</li> </ul> </li> <li>• Fire Setter <ul style="list-style-type: none"> <li>○ Fire Setter – Non-Residential</li> <li>○ Fire Setter – Residential</li> </ul> </li> <li>• Gang <ul style="list-style-type: none"> <li>○ Gang – Non-Residential</li> <li>○ Gang – Residential</li> </ul> </li> <li>• Mental Health <ul style="list-style-type: none"> <li>○ Mental Health – Non- Residential</li> <li>○ Mental Health – Residential</li> </ul> </li> <li>• Co-Occurring <ul style="list-style-type: none"> <li>○ Co-Occurring – Non-Residential</li> <li>○ Co-Occurring – Residential</li> </ul> </li> <li>• Sex Offender</li> </ul>
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	<ul style="list-style-type: none"> <li>o Sex Offender – Non-Residential</li> <li>o Sex Offender – Residential</li> </ul> <ul style="list-style-type: none"> <li>• Substance Abuse <ul style="list-style-type: none"> <li>o Substance Abuse - Non-Residential</li> <li>o Substance Abuse - Residential</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• Other Youth Specific Services <ul style="list-style-type: none"> <li>o Drug Court</li> <li>o Mentoring</li> <li>o Other Residential</li> <li>o Other Youth Services</li> <li>o Victim Related</li> <li>o Wrap Around</li> </ul> </li> </ul> <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"> <li>o Services</li> <li>o Case Plan Interventions</li> <li>o Programs attached to Conditions</li> </ul> <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><b><u>Optional Tracking</u></b></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"> <li>• Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> <li>o Community Service</li> <li>o Work Crews</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Restitution Programs</li> <li>● Accountability services designed to provide alternative service coordination for accountability experiences             <ul style="list-style-type: none"> <li>○ Sanction Court</li> <li>○ Peer Court</li> <li>○ Youth Court</li> </ul> </li> <li>● Basic and Intensive supervision; offense specific caseloads; intensive monitoring</li> <li>● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care</li> </ul> <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><b><u>Non-trackable Services</u></b></p> <ul style="list-style-type: none"> <li>● Other Basic Services             <ul style="list-style-type: none"> <li>○ Assessments and Evaluations.</li> <li>○ Medical Services</li> <li>○ Activity Fees</li> <li>○ Clothing Vouchers</li> <li>○ Education (including GED Testing and Tutoring)</li> <li>○ Electronic Monitoring &amp; Tracking</li> <li>○ Medication</li> <li>○ **Polygraphs</li> <li>○ School Liaison Counselor</li> <li>○ Service Coordination</li> <li>○ Translation Services</li> <li>○ Transportation &amp; Gas Voucher</li> <li>○ **UA's.</li> </ul> </li> </ul> <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><b><u>Monitoring Data Integrity</u></b></p> <p><b>Monitor Administrative - Set Up</b></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"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00562.htm">http://www.jjis.state.or.us/reports/details/detail00562.htm</a></li> </ul> <p><b>Monitor Service Tracking</b></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"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00363.htm">http://www.jjis.state.or.us/reports/details/detail00363.htm</a></li> </ul> <p><b>Attendance Tracking</b></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><b>PROCEDURES:</b></p>	<p><b>Tracking Services</b></p> <ol style="list-style-type: none"> <li>1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> <li>o Services</li> <li>o Case Plan Interventions</li> </ul> </li> </ol>



	<ul style="list-style-type: none"> <li>○ Programs on Conditions</li> </ul> <ol style="list-style-type: none"> <li>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.</li> <li>3. Determine local protocol for who will enter the services.</li> <li>4. Train staff on local policy and protocol.</li> </ol> <p><b>Maintaining Provider/Programs in JJIS</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of Providers and Programs in JJIS.</li> <li>2. Verify the program is still active for the office and other reporting attributes.</li> <li>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.</li> </ol> <p><b>Maintaining Attendance Tracking Course Definitions</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of active Course Definitions in JJIS.</li> <li>2. Verify the course and course definitions are still active for the office.</li> <li>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.</li> </ol>
<b>FORMS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">OYA Provider Program and Course Definition Request Form (YA 1751)</a></li> <li>• <a href="#">JJIS Form 10a and 10b Instructions</a></li> <li>• <a href="#">JJIS Form 10a – County Provider Program Request Form (new program)</a></li> <li>• <a href="#">JJIS Form 10b – County Program Form</a> (mass entry/annual review)</li> </ul>



# 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 28, 2021

**Re: Contract# 14680 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 **Crook 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)



# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 8/10/2021

RE: Amendment 1 to IGA 169507: Public Health Funding  
Our File No.: HEALTH 57(I)

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Agreement #169507 is the omnibus public health funding agreement with OHA. The attached Amendment 1, retroactively effective to July 1, 2021, would make two significant changes. First, it adds three Program Elements to the County's responsibilities.

"Program Elements" are descriptions of specific healthcare services that are standardized throughout the State. While not every local public health authority would be responsible for the same suite of P.E.'s, each LPHA would be responsible for delivering each P.E. in the same manner as every other LPHA with the same P.E.

Second, the amendment increases the funding available to Crook County by \$163,398 for both new and existing Program Elements.

The Health Department has no objections to the amendment, and I have reviewed it for legal sufficiency.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**



Agreement #169507

**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY  
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Crook County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2022 (FY22) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. This Amendment is effective on July 1, 2021, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
PE 04-02 Community Chronic Disease Prevention	FF	Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program  Improving the Health of Americans through	93.421	N	Y

<b>PE NUMBER AND TITLE</b> • SUB-ELEMENT(S)	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB-RECIPIENT (Y/N)</b>
	FF	Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	N	Y
<u>PE 36 Alcohol and Drug Prevention Education Program</u>	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N
<u>PE40-05 Farmer's Market</u>	GF	N/A	N/A	N	N

- b. Exhibit B Program Element #04 “Sustainable Relationships for Community Health” is hereby added by Attachment A attached hereto and incorporated herein by this reference.
  - c. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled “Financial Assistance Award” for FY22 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY22)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
  - d. Exhibit J of the Amended and Restated Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
  4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
  5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
  6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

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

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

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

**CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

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

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

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 27, 2021. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

Name: Derrick Clark (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Program Element Description**

**Program Element #04: Sustainable Relationships for Community Health (SRCH)**

**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements and limitations set forth below to deliver Sustainable Relationship for Community Health (SRCH) services. The Local Public Health Authority (LPHA) must partner with their regional Coordinated Care Organizations (CCO) and local community-based organizations (CBOs) to align and delineate organizational roles and responsibilities to improve health outcomes, while leveraging existing community-wide health improvement initiatives.

Through the SRCH initiative, the LPHA must work with CCOs, clinics, CBOs and others others involved with health system transformation and delivering Evidence-Based Interventions and Services, and to prevent and improve chronic conditions and improve Community-Clinical Linkages. More specifically, these leaders from multiple sectors will use data to identify at-risk populations, refer and connect at-risk populations to Evidence-Based Interventions and Services, and share and use data to improve referral systems and health outcomes, and reduce disparities / inequities. SRCH will provide teams the opportunity to develop and strengthen relationships, co-design Closed-Loop Referral strategies, develop sustainable payments and/or reimbursement methodologies, implement quality improvement processes, and collect, analyze and share data in order to reduce some of the leading causes of death and disability in Oregon. Developing and improving these sustainable systems may require steps such as creating new payment or reimbursement strategies, increasing the capacity of CBOs, improving and coordinating referral systems, and documenting referral outcomes.

LPHA must specifically address issues related to areas of quality improvement, including use of quality measures, electronic health records and HIT, and traditional health workers in team-based care. LPHA must also increase the use of evidence-based Community Self-Management Programs (CSMP) through Closed-Loop Referral health system and reimbursement.

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

2. **Definitions Specific to Sustainable Relationships for Community Health (SRCH).**
  - a. **Closed-Loop Referrals:** Referrals that, in addition to linking the referred individual to self-management intervention, also provide the referring entity with timely follow-up information pertinent to the individual's continuing care. Examples of information to close the referral loop include updates on whether the referred individual received the intervention, outcomes related to receipt of the intervention (e.g., identified self-management goals, improved disease status, reduction of risk factors such as tobacco use) and any barriers precluding receipt of the intervention.
  - b. **Community-Clinical Linkages:** Refers to forming partnerships and relationships among clinical, community, and public health organizations to coordinate health care delivery, and public health and community-based activities to promote healthy behaviors and improve the health of a population.
  - c. **Evidence-Based Interventions and Services:** Refers to practices set forth in public health or health care that have been shown through research and evaluation to improve health outcomes, and have been recommended through national guidance from expert organizations such as the

Centers for Disease Control and Prevention’s Community Guide to Preventive Services or the United States Preventive Services Task Force. This may include (but is not limited to) chronic disease self-management programs, asthma self-management, the national Diabetes Prevention Program, tobacco cessation services or colorectal cancer screening.

- d. **Health Information Technology (HIT):** Encompasses a wide range of products and services including software, hardware and infrastructure designed to collect, store and exchange patient data throughout the clinical practice of medicine.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs						X = Foundational capabilities that align with each component						
Participate in activities to create Sustainable Relationships for Community Health (SRCH) Institutes	*	X	X	X	X	X	X	X		X	X	
Advance Health System Interventions	X	X	*	X	X	X	X	X	X	X	X	
Promote Community-Clinical Linkages to Support Patient Self-Management	X	X	*	X	X	X	X	X	X	X	X	
Development and Implementation of a Plan to Sustain Relationships for Community Health	*	X	X	X	X	X	X	X	X	X	X	

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

Adults who smoke cigarettes

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

Not applicable

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

a. **General Requirements.** LPHA must:

- (1) Submit a local program plan and local budget for approval by OHA within a timeframe designated by OHA. LPHA must engage in activities as described in its local program plan, which has been approved by OHA.
- (2) Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- (3) Assure that it is staffed at the appropriate level to address Subsections b.(1) through b.(4) of this Section 4 of this Program Element. LPHA must designate a point of contact between LPHA and OHA. Funds for this Program Element are to be directed to personnel, travel and other expenses in support of Subsections b.(1) through b.(4).
- (4) Attend all Institute Meetings with partnering CCO and CBOs.
- (5) Attend all meetings reasonably required by OHA’s Health Promotion and Chronic Disease Program.
- (6) Comply with OHA’s Health Promotion and Chronic Disease Prevention Program Guidelines and Policies, located at: <https://apps.state.or.us/Forms/Served/me010-019.pdf>

In the event of any omission from, or conflict or inconsistency between, the provisions of the local program budget and the provisions of the Agreement and this Program Element, the provisions of the Agreement and this Program Element shall control.

b. **Local Activities.** LPHA must focus efforts in cooperation with CCOs and CBOs on the activities described in Subsections (1) through (4) below. Together, these collaborative activities will support participating partners in the development of plans to improve inter-organizational partnerships and the creation of joint agreements with LPHA, regional CCOs and CBOs to address chronic disease prevention, early detection and self-management.

- (1) **Participate in Institute Activities to create Sustainable Relationships for Community Health (SRCH) Institutes:** LPHA, including key person(s) from each team, will actively participate in Institutes to develop Sustainable Relationships for Community Health Institutes (SRCH Institutes). OHA will convene the SRCH Institutes as a “learning collaborative,” where local team members must participate in a series of facilitated discussions and receive technical assistance. Discussions and technical assistance will engage local leadership involved in health system transformation and development of Community-Clinical Linkages to align and delineate organizational roles and responsibilities to improve health outcomes, while leveraging existing community-wide health improvement initiatives.

- (a) The SRCH Institutes will assist team members to co-design (1) local initiatives to improve cross-sector partnerships and (2) joint agreements with team member organizations to address the local burden related to prevention, early detection, and self-management.
  - (b) The SRCH Institutes will include up to four in-person two-day meetings during the funding period. Additionally, LPHAs must:
    - i. Conduct pre-work on the team’s needs, strengths, and goals for participation in the SRCH Institutes; and
    - ii. Engage in activities between Institute in-person meetings, including facilitated technical assistance calls/webinars, and individual coaching.
  - (c) The SRCH Institutes will support LPHAs, CCOs and CBOs in developing formal commitments, such as memoranda of understanding and data-sharing agreements, to reinforce collaboration and a long-term commitment to health system improvement and Community-Clinical Linkages. Team members will share outcomes and assist OHA with the dissemination of findings.
- (2) **Advance Health System Interventions:** During the SRCH Institutes, team members must participate in structured, facilitated discussions and activities to co- design and advance health system interventions addressing prevention, early detection, and self-management of chronic disease that:
- (a) Increase implementation of quality improvement processes in health systems.
  - (b) Increase electronic health records (EHR) utilization and the use of HIT to improve quality of care.
  - (c) Increase the institutionalization and monitoring of aggregated/standardized quality measures at the provider and systems level.
  - (d) Increase use of team-based care in health system, clinical, and community settings.
  - (e) Increase engagement of non-physician team members (e.g., care coordinators, pharmacists, community health workers, patient navigators, peer support specialists, peer wellness specialists) in hypertension, pre-diabetes and diabetes management in health care systems and community settings.
- (3) **Promote Community-Clinical Linkages to Support Patient Self-Management:** During the SRCH Institutes, team members must participate in structured facilitated discussions and activities that develop and reinforce long-term commitments to Community-Clinical Linkages, quality improvement, data-sharing, collaboration and partnerships between LPHAs, CCOs, CBOs and others. Team members will co-design self-management support strategies for those enrolled in the Oregon Health Plan that:
- (a) Increase access to Evidence-Based Interventions and Services, especially those delivered in community settings.
  - (b) Increase Closed-Loop Referrals and reimbursement for Evidence-Based Interventions and Services, especially those delivered in community settings.
  - (c) Increase use of traditional health workers in community and health care settings in support of self-management.



**(4) Development and Implementation of a Plan to Sustain Relationships for Community Health:**

- (a) By the conclusion of the facilitated discussions and technical assistance offered during the SRCH Institutes, local team members must have co-created a plan and agreements that enhance collaboration, promote Community-Clinical Linkages and advance health system interventions.
- (b) The plan and agreements must delineate roles and responsibilities; identify staffing and training needs; and ultimately create mechanisms to facilitate better care, better health, and lower cost. Each team’s plan and agreements must include specific strategies, actions, organizational/individual responsibilities and a timeline to:
  - i. Improve the use of quality measures, EHR/HIT, and traditional health workers in team-based care, and;
  - ii. Increase the use of Evidence-Based Interventions and Services through development or improvement of systems enabling Closed-Loop Referrals of appropriate patients and payments or reimbursement to organizations providing Evidence-Based Interventions and Services.

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

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

**6. Reporting Requirements.** LPHA must submit to HPCDP copies of products developed through the SRCH Institutes including: 1) official agreements such as Memorandum of Understanding, data sharing agreements, and other legal agreements; 2) protocols for referrals, payment and data sharing; and 3) other documentation demonstrating successful implementation which may include position descriptions, staffing plans, business plans, technology plans, etc. LPHA will also report and share experiences and promising practices with OHA and others.

**7. Performance Measures.**

LPHAs that complete fewer than 75% of the planned activities in its Local Program Plan, for two consecutive calendar quarters in one state fiscal year will not be eligible to receive funding under this Program Element in the next state fiscal year.

**8. Program Evaluation.** LPHA must assist OHA with program evaluation throughout the duration of this Agreement, as well as with final project evaluation. Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help develop an evaluation plan specific to the project, collecting data and maintaining documentation throughout this Agreement, and responding to evaluator’s requests for information and collaborating with the evaluator to develop final reports to highlight the outcomes of the work. One representative from each team will be required to participate on a project evaluation advisory group.

**Attachment B  
Financial Assistance Award (FY22)**

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Crook County  Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	<b>2) Issue Date</b> Thursday, July 15, 2021	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2021 through June 30, 2022	FY 2022

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$6,857.00	\$0.00	\$6,857.00
PE01-10	OIP - CARES	\$0.00	\$85,186.00	\$85,186.00
PE04-02	Community Chronic Disease Prevention	\$0.00	\$30,000.00	\$30,000.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$69,772.00	\$0.00	\$69,772.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$125,254.00	\$0.00	\$125,254.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$50,023.00	\$0.00	\$50,023.00
PE40-02	WIC NSA: October - June	\$138,569.00	\$0.00	\$138,569.00
PE40-05	Farmer's Market	\$0.00	\$2,252.00	\$2,252.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,089.00	\$0.00	\$2,089.00
PE42-04	MCAH Babies First! General Funds	\$6,678.00	\$0.00	\$6,678.00
PE42-06	MCAH General Funds & Title XIX	\$3,919.00	\$0.00	\$3,919.00
PE42-11	MCAH Title V	\$20,480.00	\$0.00	\$20,480.00
PE42-12	MCAH Oregon Mothers Care Title V	\$10,757.00	\$0.00	\$10,757.00

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE42-14	Home Visiting	\$16,560.00	\$0.00	\$16,560.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$6,355.00	\$3,960.00	\$10,315.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$64,760.00	\$42,000.00	\$106,760.00
PE46-05	RH Community Participation & Assurance of Access	\$16,080.00	\$0.00	\$16,080.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$37,496.00	\$0.00	\$37,496.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$11,170.00	\$0.00	\$11,170.00
PE62	Overdose Prevention-Counties	\$20,377.00	\$0.00	\$20,377.00
		\$728,446.00	\$163,398.00	\$891,844.00

<b>5) Foot Notes:</b>	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2021 - 6/30/2024. Any unspent funds as of 6/30/22 will be rolled over into the FY23 award. Please see provided budget guidance for more details on roll over information.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE40-05	7/2021: Funds will be paid in two installments in August and October of 2021.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.

<b>6) Comments:</b>	
PE40-01	5/2021: SFY22 Q1 funding: Spend \$10,005 on Nutrition Ed, \$1,426 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$ on Nutrition Ed, \$4,278 on BF Promotion
PE40-05	07/2021: WIC FDNP Season 2021. Funds must be spent by 12/31/2021.
PE42-14	SFY22 Initial: Award is for the period of 7/1/2021 to 12/31/2021
PE44-02	7/2021: Funding for 21-23 Youth-Led Grants
PE62	5/2021: This award is for July 1-August 31, 2021 only.

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment C**

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

**PE01-10 OIP - CARES**

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	3/31/21
Budget Performance Period:	7/1/2019-6/30/2024
Awarding Agency:	CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	38,627,576
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64
Research and Development (T/F):	FALSE
PCA:	53895
Index:	50404

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$85,186.00	\$85,186.00

**PE04-02 Community Chronic Disease Prevention**

Federal Award Identification Number:	5-NU38OT000286-03	NU58DP006542
Federal Award Date:	8/24/2020	5/13/21
Budget Performance Period:	8/1/20-7/31/21	6/30/21-6/29/22
Awarding Agency:	NACDD	CDC
CDFA Number:	93.421	93.426
CFDFA Name:	Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke
Total Federal Award:	190,000	2,071,748
Project Description:	Building Capacity for Public and Private Payer Coverage of the National DDP Lifestyle Change Program	Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke
Awarding Official:	Kelly McCracken	Paris Brookins
Indirect Cost Rate:	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE
PCA:	52170	52077
Index:	50341	50341

Agency	DUNS No.	Amount	Amount	Grand Total:
Crook	557315405	\$30,000.00	\$0.00	\$30,000.00

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

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	04/26/2021
Budget Performance Period:	07/01/2021-06/30/2022
Awarding Agency:	CDC
CDFA Number:	93.069
CFDFA Name:	Public Health Emergency Preparedness
Total Federal Award:	8,367,576
Project Description:	Public Health Emergency Preparedness
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	11.85
Research and Development (T/F):	FALSE
PCA:	53455
Index:	50407

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$69,772.00	\$69,772.00

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

Federal Award Identification Number:	State Funds	State Funds	State Funds	B08TI083068-01
Federal Award Date:				9/27/2020
Budget Performance Period:				10/01/2019-09/30/2021
Awarding Agency:				SAMHSA
CDFA Number:				93.959
CFDFA Name:				Substance Abuse Prevention & Treatment Block Grant
Total Federal Award:				\$20,975,823
Project Description:				Substance Abuse Prevention & Treatment Block Grant
Awarding Official:				Odessa Crocker
Indirect Cost Rate:				17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
PCA:	52613	52617	52784	52508
Index:	50341	50341	50341	50341

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total:
Crook	557315405	\$287.87	\$2,891.01	\$4,691.75	\$53,379.37	\$61,250.00

### PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	3/31/21
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	86,490,216
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50404

Agency	DUNS No.	Amount	Grand Total:
Crook	557315405	\$10,315.00	\$10,315.00



# Crook County Counsel's Office

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

## MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: August 11, 2021

RE: BLM ROW Application for 1500' Stretch of Road off SW Millican  
Our File No.: Roads 357

Enclosed is SF 299 – Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property to request a Right of Way for approximately 1500' of federal land on an existing road heading west of SW Millican Road. This issue was discussed at a recent work session. Should the ROW be approved, the County will enter into a road maintenance agreement with Powell Butte Vistas LLC to maintain the road for the duration of the ROW.

43 CFR 2801.9 states that a ROW is required when public lands will be used “for systems or facilities over, under, on, or through public lands.” I have been trying to connect with the BLM representative on how the proposed use would trigger 43 CFR 2800, but have been unsuccessful up to this point. I have been informed by others that this application may be withdrawn by the County at any time, but I have been unable to verify that information.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this 18th day of August 2021.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

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



APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES  
ON FEDERAL LANDS AND PROPERTY

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant  
Crook County  
300 NE 3rd St.  
Prineville, OR 97754

2. Name and address of authorized agent if different from item 1  
Seth Crawford, County Judge

3. Applicant telephone number and email:  
541.447.6555

Authorized agent telephone number and email:  
seth.crawford@co.crook.or.us

4. As applicant are you? (check one)  
a.  Individual  
b.  Corporation\*  
c.  Partnership/Association\*  
d.  State Government/State Agency  
e.  Local Government  
f.  Federal Agency  
\* If checked, complete supplemental page

5. Specify what application is for: (check one)  
a.  New authorization  
b.  Renewing existing authorization number  
c.  Amend existing authorization number  
d.  Assign existing authorization number  
e.  Existing use for which no authorization has been received \*  
f.  Other\*  
\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

a) Applicant requests a ROW easement on an existing road for public access. There are currently two ROW grants over the same stretch of road (FAA - OROR 052661 & Solar Star Oregon II - OROR 068191). This easement will be to access those improvements and other private property from SW Millican Road. Additional uses are for safety and maintenance. Because this ROW would terminate at private property (with no access to public lands) less than 1500' from SW Millican, regular use by the public is not expected.  
b) There are no related facilities or structures with the County's application.  
c) A 40' easement, 20' in each direction from the centerline of the existing road south of Tax Lot 1615000001300 and traveling east to west approximately 1500' from SW Millican Road to the western boundary of Aurora Solar, LLC's Gala solar facility.  
d) 40 years; e) year round; f) unknown; little if any by the County; g) various; h) none.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonrefundable application fee:  Attached  Not required  To be determined by agency

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The County maintains a Road Department and has both the financial and technical capability to maintain the road. The County may assign maintenance obligations to a third party with the financial and technical capability to maintain the road. In such a scenario, the County would require financial assurances (i.e., a bond) for the maintenance for the life of the ROW.

13a. Describe other alternative locations considered.

No alternatives locations were considered, as this is an existing road leading directly to the private road.

b. Why were these alternatives not selected?

NA

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

To access private property in the interests of public entities, industry, and private parties.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

NA

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

a) Costs are limited to the maintenance of an existing road; b) there are no alternatives; c) public benefits include access to and development of land beyond the ROW to the County's ultimate economic benefit.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None. The road already exists and this should not significantly alter its current use.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

No likely environmental effects as there will be no construction or disturbance of the environment and use should not materially increase.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

The existing road is located in deer and antelope habitat. Any impacts would already exist.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

The County is unaware of any hazardous materials that will be used, produced, transported, or stored on or under this ROW.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

BLM

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

**GENERAL INFORMATION**  
**ALASKA NATIONAL INTEREST LANDS**

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847  
(or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Alaska Regional Office  
709 West 9th Street  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Department of the Interior  
Alaska State Office  
Bureau of Land Management  
222 West 7th Avenue #13  
Anchorage, Alaska 99513  
Public Room: 907-271-5960  
FAX: 907-271-3684  
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

National Park Service (NPS)  
Alaska Regional Office  
240 West 5th Avenue  
Anchorage, Alaska 99501  
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

**OTHER THAN ALASKA NATIONAL INTEREST LANDS**

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

**SPECIFIC INSTRUCTIONS**  
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

**EFFECT OF NOT PROVIDING INFORMATION**

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

**DATA COLLECTION STATEMENT**

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

**BURDEN STATEMENT**

According to the Paperwork Reduction Act of 1995, 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 OMB control number. The valid OMB control number for this information collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

**USDA NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED *
<b>I - PRIVATE CORPORATIONS</b>		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

Private Property

Private Property

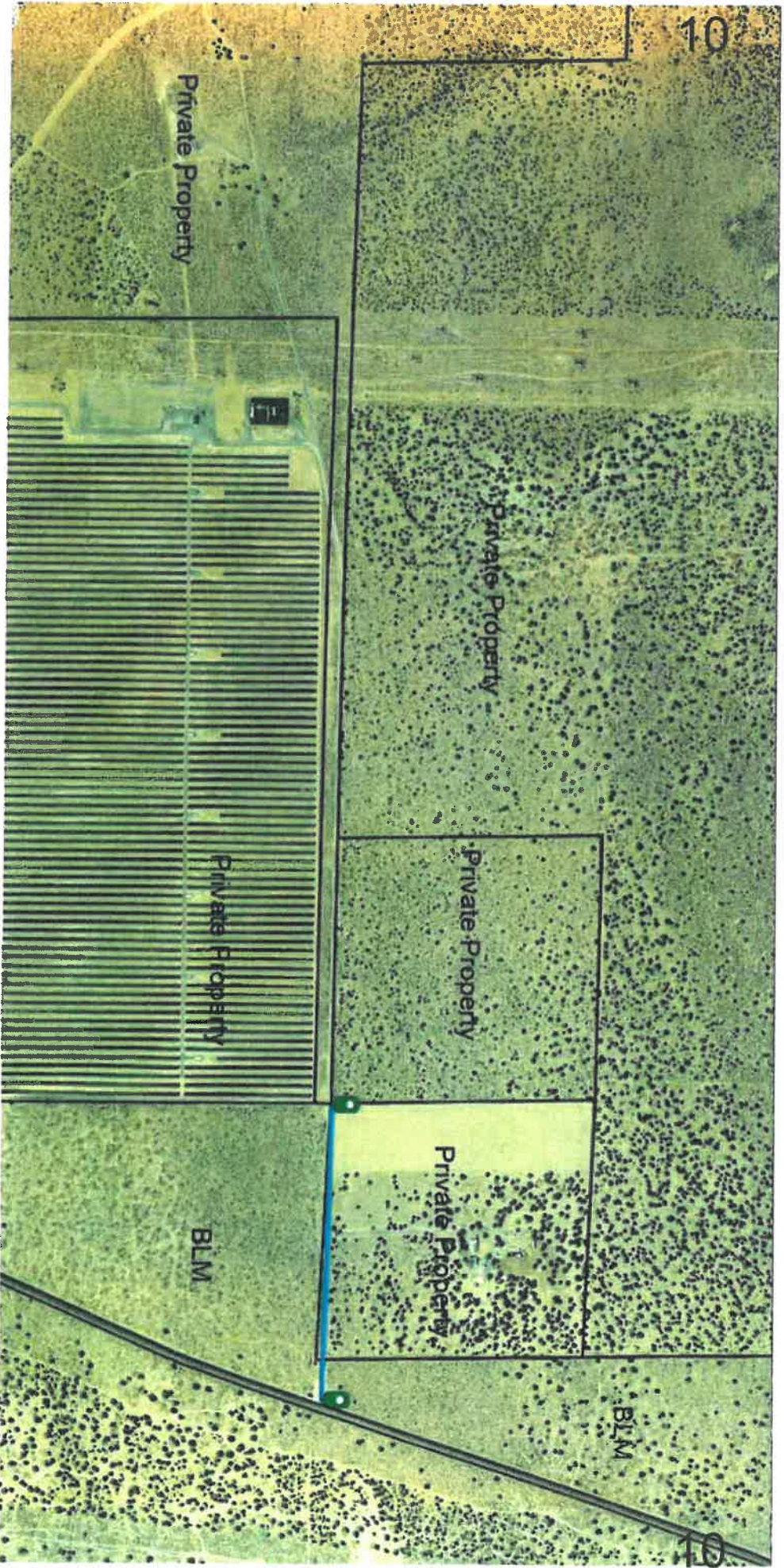
Private Property

Private Property

Private Property

BLM

BLM





## Crook County

Mailing: 300 NE 3<sup>rd</sup> Street • Prineville, Oregon 97754  
 Physical: 203 NE Court Street • Prineville, Oregon 97754  
 Phone (541) 447-6555

August 18, 2021

Criminal Justice Commission  
 885 Summer Street NE  
 Salem, OR 97301

RE: Justice Reinvestment Grant/Supplemental 2021-2023  
 Criminal Justice Commission:

We, the Crook County Court, are in support of the Justice Reinvestment Grant and Supplemental Justice Reinvestment application. We, the Crook County Court, are in full support of the decisions made by the Local Public Safety Coordinating Council (LPSCC) as to how this funding will be disbursed for the programs and services to be provided in Crook County.

Through the Justice Reinvestment program, while working with the Crook County District Attorney's Office and will continue to work on diverting high risk Justice Involved Individuals from the state Prison Population through Downward Departure Sentencing. The person's diverted from Prison will received intensive community supervision and case management services.

Crook County also supports the continued efforts of the Crook County Community Corrections Office to divert female Justice Involved Individuals through continued use of Gender Responsive Parole/Probation office and female specific programming.

The Crook County Court recommends that the LPSCC and the Crook County Community Corrections go forward with the submission of this CJC Justice Reinvestment Grant and Supplemental Justice Reinvestment Grant to the Criminal Justice Commission for funding.

Thank you for your consideration.

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Seth Crawford  
 County Judge

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Jerry Brummer  
 County Commissioner

---

Brian Barney  
 County Commissioner

Seth Crawford, Judge • Jerry Brummer, Commissioner • Brian Barney, Commissioner

# Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: August 3, 2021

RE: Purchase of a new truck chassis and dump bed  
Our File No.: Road 358

The Road Department is interested in purchasing a new dump truck, and has prepared a list of specifications which would meet their need. Staff has investigated whether a purchase can be made pursuant to one of the interstate cooperative procurement agreements to which the County is a party. As described herein, staff recommends that the County approve the purchase of a HX 520 model International Truck chassis, and associated dump bed, pursuant to the requirements of ORS 279A.220 *et seq.* The anticipated price for this purchase is \$183,144.00.

Normally, this value would require the use of a formal RFP before the County could proceed. However, in this case, the state's procurement statutes allow for an alternative procurement method. Under ORS 279A.220, an Oregon public entity which is a member of an interstate cooperative procurement agency may purchase under the price agreements executed by that agency if certain requirements are met:

- The administering contracting agency's solicitation and award process for the original contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;
- The administering contracting agency's solicitation and the original contract allows other governmental bodies to establish contracts or price agreements under the terms, conditions and prices of the original contract; and
- The administering contracting agency permits the contractor to extend the use of the terms, conditions and prices of the original contract to the purchasing contracting agency.

Crook County is a member of Sourcewell, formerly the National Joint Powers Alliance, an interstate cooperative procurement agency based in Minnesota. Sourcewell executed Price Agreement No. 060920-NVS with Navistar, Inc., doing business as International Truck. Under this agreement, Sourcewell members receive 34.5% to 54% off the list price for HX models, such as the HX 520.



I've reviewed the award processes contained in Sourcewell's solicitation, and they are comparable to those required by ORS 279B.060. Though Sourcewell is located in Minnesota, it has nevertheless advertised the solicitation for bids in the Oregon newspaper the Daily Journal of Commerce. The County would be authorized to place an order through Agreement No. 060920-NVS without any additional competitive process, and the Road Department recommends doing so through local International Truck dealer Peterson Trucks.

The Price Agreement does not explicitly contain prices for the dump bed, which is not a part that International Truck itself produces. However, in an innovation from prior versions of Sourcewell's price agreements, Agreement No. 060920-NVS contains a clause which allows International's dealers to include within its terms ancillary, related items. It is a plausible reading of that contract provision to include the fabrication of a dump bed, and Peterson has agreed to subcontract out the creation of a dump bed to the County's specifications. The costs for doing so is included in the \$183,144.00 price.

Finally, in an unexpected bit of news, the County was recently informed that it qualifies for additional benefits from a class action lawsuit against International Trucks. A few years ago, International Truck was accused of concealing the truth regarding the amount of harmful exhaust discharged by their vehicles. Crook County had purchased a truck within one of the qualifying years, and so was included in the lawsuit's plaintiff class. The suit settled, and the County was offered either \$2,500.00 in cash, a discount of \$10,000.00 towards the purchase of a new International Truck, or some specific amount if the County could document actual damages. Crook County opted to use the rebate option.

Just last week, the County received a notice from the class plaintiffs' attorney that Crook County was being offered additional rebates. We are told that the additional amounts are because "the Rebate Fund is undersubscribed." Although the County is not afforded the option of selecting cash payments, the County has been permitted to use up to four \$10,000.00 rebates for the purchase of Class 8 trucks. A Class 8 truck is one that operates at 33,001 lbs. or more. The rebates would need to be used before **June 28, 2023**. If it's applicable, the County should seek to use one of these rebates for this purchase. Unfortunately, the County would not be able to combine all of these rebates into one \$40,000.00 discount.

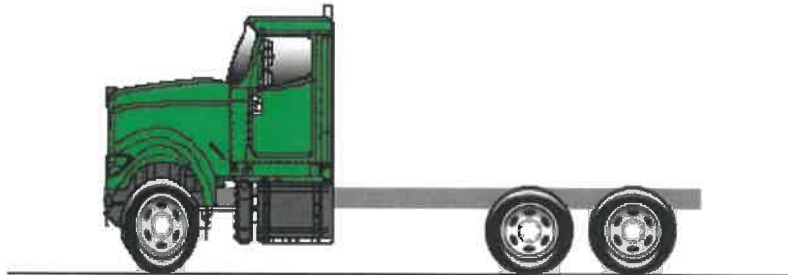
A sample motion might read, "I move to approve the purchase of an HX 520 dump truck, according to the County's specifications, pursuant to Sourcewell Price Agreement 060 920-NVS, and ordered through Peterson Trucks. The purchase price is authorized up to \$183,144.00."

***Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court agenda, as a Discussion Agenda item.***

**INTERNATIONAL®**

**Prepared For:**  
 CROOK COUNTY ROAD DEPT.  
 James Staniford  
 1306 N Main St.  
 Prineville, OR 97754-9309  
 (503)447 - 4644  
 Reference ID: N/A

**Presented By:**  
 PETERSON TRUCKS, INC  
 Barney Newman  
 2718 TEAGARDEN ST.  
 SAN LEANDRO CA 945775715  
 503-285-9300



**Model Profile**  
**2022 HX520 SFA (HX520)**

<b>AXLE CONFIG:</b>	6X4
<b>APPLICATION:</b>	Front Plow with spreader
<b>MISSION:</b>	Requested GVWR: 58000. Calc. GVWR: 66000 Calc. Start / Grade Ability: 55.52% / 3.42% @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 219.00, CA: 129.00, Axle to Frame: 63.00
<b>ENGINE, DIESEL:</b>	{Cummins X15 470 V} Productivity Series, EPA 2021, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 950 RPM, 2000 RPM Governed Speed, 482 Peak HP (Max)
<b>TRANSMISSION, MANUAL:</b>	{Fuller RTLO(F)-18918B} 18-Speed Manual, Double Overdrive, Double-Lo, Air Shift, Internal Lube Oil Pump
<b>CLUTCH:</b>	{Eaton Fuller Advantage} Self-Adjusting, 15.5" Dia Two-Plate, Cast Angle Spring, Ceramic, 7-Spring Coaxial VCT Plus Damper with Pre-Damper, 2"-10 Tooth Spline, Mechanical Pull-Type Control, 4-Button Disc, 1750 lb-ft Torque Capacity
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
<b>PAINT:</b>	Cab schematic 100LY Location 1: 5C56, Green Met (Custom) Chassis schematic N/A

<b>Code</b>	<b>Description</b>
HX52000	Base Chassis, Model HX520 SFA with 219.00 Wheelbase, 129.00 CA, and 63.00 Axle to Frame.
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CGD	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LLW	BUMPER, FRONT Swept Back 40-Degrees, Steel, Painted, Heavy Duty
1WCP	FRAME EXTENSION, FRONT Integral; 27" in Front of Grille, Includes Crossmember for Front PTO
1WXD	WHEELBASE RANGE 211" (535cm) Through and Including 256" (650cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3ADJ	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, Steel Springs 18K Capacity and (2) Rubber Auxiliary Springs 2K Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WDW	BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

## INTERNATIONAL®

Vehicle Specifications  
2022 HX520 SFA (HX520)

<u>Code</u>	<u>Description</u>
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PUB	STEERING GEAR (2) {Sheppard M100/HD94} Dual Power
6DGU	DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
8518	CIGAR LIGHTER Includes Ash Cup
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns
8836	HORN, AIR (2) Single Bell, Organ Tone, Extra Long, Chrome
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect

**INTERNATIONAL®****Vehicle Specifications  
2022 HX520 SFA (HX520)**

<b><u>Code</u></b>	<b><u>Description</u></b>
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8TNP	AUXILIARY HARNESS 5.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
8XNB	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Power to Power Distribution Center (PDC), Does Not Disconnect Charging Circuits, Locks with Padlock, Cab Mounted
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting, Composite
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh
9WAC	BUG SCREEN Mounted Behind Grille
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10771	PAINT CLASS Single Custom Color
10ADT	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Two Year Data Plan
10NWE	OVER WIDTH IDENTITY Customer Approval, This Combination will Result in Vehicle Width Over 102"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WLC	GCWR RANGE GCWR Equal to or Less than 80,000-lb, Higher GCWR May Result in Reduced Engine Performance While Operating in Extreme Hot Weather Conditions
11MRU	CLUTCH {Eaton Fuller Advantage} Self-Adjusting, 15.5" Dia Two-Plate, Cast Angle Spring, Ceramic, 7-Spring Coaxial VCT Plus Damper with Pre-Damper, 2"-10 Tooth Spline, Mechanical Pull-Type Control, 4-Button Disc, 1750 lb-ft Torque Capacity
11WAK	CLUTCH EFFECTS Hydraulic Clutch Actuation System, with Air Assist

<u>Code</u>	<u>Description</u>
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W  <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ETM	ENGINE, DIESEL {Cummins X15 470 V} Productivity Series, EPA 2021, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 950 RPM, 2000 RPM Governed Speed, 482 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed  <u>Includes</u> : FAN Nylon
12VCB	AIR CLEANER Dual Element, with Integral Pre-Cleaner, Engine Mounted
12VHG	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2021
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WGA	HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBN	RADIATOR Aluminum, Welded, Cross Flow, Front to Back System, 1084 SqIn, with 866 SqIn Charge Air Cooler  <u>Includes</u> : RADIATOR HOSES Premium, Rubber
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13GKM	TRANSMISSION, MANUAL {Fuller RTLO(F)-18918B} 18-Speed Manual, Double Overdrive, Double-Lo, Air Shift, Internal Lube Oil Pump
13WAS	CLUTCH HOUSING Aluminum; Available with 1350 to 2050 lb-ft Capacity Fuller Transmissions
13WGJ	OIL COOLER MANUAL TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
13WLX	TRANSMISSION OIL {EmGard 40W} Synthetic; 22 thru 33.99 Pints
14AJX	SHIELD, TEMPERATURE SENSOR Mounted to Rear Axle
14HRE	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.56
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15LKX	FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor

<u>Code</u>	<u>Description</u>
15LNA	FUEL HEATER {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WDY	DEF TANK 15.9 US Gal (60L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u>
	: CAB REAR SUSPENSION Air
	: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
	: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
	: CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: COURTESY LIGHT (2) Driver and Passenger Door Mounted
	: DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console
	: FLOOR COVERING Rubber, Black
	: GLASS, ALL WINDOWS Tinted
	: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
	: GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side
	: READING LIGHT, CAB Located in Overhead Console
	: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line
16BAM	AIR CONDITIONER with Integral Heater and Defroster
	<u>Includes</u>
	: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HGN	GAUGE, AIR APPLICATION
16HKC	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Under Hood Cleaner Mounted with Internal Switch, with Text Message in Cluster
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LWU	SEAT, DRIVER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

**INTERNATIONAL®****Vehicle Specifications  
2022 HX520 SFA (HX520)**

<b>Code</b>	<b>Description</b>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16SNY	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Bright, 7.5" x 7"
16SRL	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Synthetic Leather, with Fixed Back, with Under Seat Storage
16UZJ	STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats
16VSL	WINDSHIELD Heated, Single Piece
16VVB	CAB INTERIOR TRIM Diamond Elite, for Day Cab
	<u>Includes</u>
	: DOOR TRIM, INTERIOR Bright Handle
	: INSTRUMENT PANEL TRIM Black with Woodgrain Accent, Black Gauges with Chrome Bezels
	: SUN VISOR (4) Padded Vinyl, 2 Moveable (Front-to-Side) Primary Visors and 2 Flip-down Auxiliary Visors; Vanity Mirrors and Toll Ticket Straps Driver and Passenger Sides
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16XDD	WINDOW, REAR Polycarbonate Plastic Window, Shatter Resistant
16XJP	INSTRUMENT PANEL Wing Panel
16XRX	MODESTY PANEL Painted
16XTM	ACCESS, CAB Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Sleeper Cab
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
16XWJ	WINDSHIELD WIPER BLADES Snow Type
27DUM	WHEELS, FRONT {Accuride 29806} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 4.63"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7482133264	(8) TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
7652663208	(2) TIRE, FRONT 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position
	Cab schematic 100LY
	Location 1: 5C56, Green Met (Custom)
	Chassis schematic N/A
	<b>Services Section:</b>
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B
	COLUMBIA DUMP BODY PER SPECIFICATIONS-INCLUDES RECENTLY IMPLEMENTED CURRENT STEEL SURCHARGES



**INTERNATIONAL®**

**Financial Summary  
2022 HX520 SFA (HX520)**

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$254,184.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$254,184.00
Total Goods Purchased:		\$64,579.00
PACK		
2023 MY SURCHARGE		
Total Preparation And Delivery:		\$1,500.00
Freight	\$2,600.00	
Total Freight:		\$2,600.00
Total Factory List Price Including Freight:		\$322,863.00
Less Customer Allowance:		(\$140,757.00)
Total Vehicle Price:		\$182,106.00
Total Sale Price:		\$182,106.00
Total Per Vehicle Sales Price:		\$182,106.00
Total Net Sales Excluding Taxes:		\$182,106.00
cat tax	\$1,038.00	
Total Taxes:		\$1,038.00
Net Sales Price:		\$183,144.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

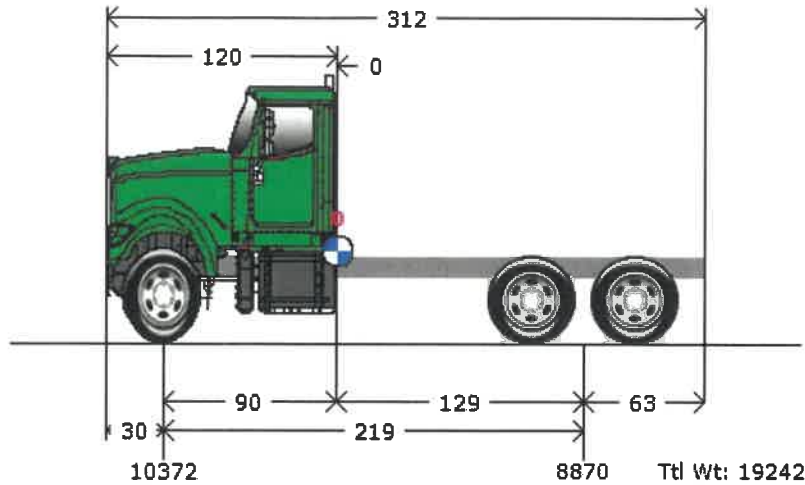
\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.**



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	30.0	Body Length	(BL)	N/A	Tractor Front Axle:	10,372
Wheelbase	(WB)	219.00				Tractor Rear Axle:	8,870
Axle to Frame	(AF)	63.00					
Axle to Back Cab	(ABC)	90					
Cab to Axle	(CA)	129					
Usable CA		129					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	10,372
Total Rear Axle:	8,870
Total Weight:	19,242

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

**INTERNATIONAL®**

**Weight Summary  
2022 HX520 SFA (HX520)**

**Weight Distribution**

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<b><u>Chassis Weight</u></b>			
Chassis Weight:	10,372	8,870	19,242
Fuel:	0	0	0
DEF:	0	0	0
<b>(Curb Weight):</b>	<b>10,372</b>	<b>8,870</b>	<b>19,242</b>

<b><u>Loads</u></b>			
Payloads:	0	0	0
Driver:	0	0	0
<b>Axle Totals (Gross Weight):</b>	<b>10,372</b>	<b>8,870</b>	<b>19,242</b>

**Weight Ratings**

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	48,040
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

<b>Wheel Combination</b>	<b>Load</b>	<b>Limit</b>
1 - 3	19,242	51,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 19,242 = 46,758 Reserves

**Weight Summary**

\* Distributed weights are within capacity limits

**INTERNATIONAL®****Electronic Parameters Summary  
2022 HX520 SFA (HX520)****(0012ETM)****ATTACHMENTS: 0016BAM 0012WBR 0012THT 0007WZX 0007SAP**

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	65	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	3	MPH
Driver Initiated Override (DIO)	N, DISABLE FEATURE OR FUNCTION	N/A
DIO Maximum Road Speed Delta	3	MPH
DIO Maximum Distance	30	MILES
Max Engine Speed No Veh Speed Sensr	1765	RPM
LBSC Enable	N, DISABLE FEATURE OR FUNCTION	N/A
LBSC - Engine Speed Breakpoint	1650	RPM
Fuel Economy Adjustment Factor	0, BALANCED FUEL ECONOMY	N/A
Gear Down Protection Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
GDP - Heavy Load Vehicle Speed	62	MPH
GDP - Light Load Vehicle Speed	57	MPH
Driver Reward Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode	2, ROAD SPEED GOVERNOR & CRUISE CONTROL	N/A
Fuel Economy - Expected Level	7.00	MPG
Fuel Economy - Good Level	7.25	MPG
Fuel Economy - Best Level	7.50	MPG
% Idle Time - Expected Level	20	%
% Idle Time - Good Level	15	%
% Idle Time - Best Level	10	%
Speed Reward - Expected Level	0	MPH
Speed Reward - Good Level	0	MPH
Speed Reward - Best Level	0	MPH
Speed Reward - Penalty Level	0	MPH
Idle Speed Adjustment Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	600	RPM
Idle Shutdown Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	5.0	MIN
ISD Percent Engine Loading	50	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y, ENABLE FEATURE OR FUNCTION	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	65	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	3.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrspd Retard Activation Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	5.0	MPH
CC Overspeed for Min Retarder	3.0	MPH
CC Engine Brake Swtch Bypass Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Retarder - Min Vehicle Speed	2	MPH
Retarder - Delay Time	1.0	SEC
Retarder - Service Brake Activation	Y, ENABLE FEATURE OR FUNCTION	N/A
Force Fan On With Retarder	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Fan Min On Time For AC	30	SEC

**INTERNATIONAL®****Electronic Parameters Summary**  
**2022 HX520 SFA (HX520)**

Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2000	RPM
PTO Min Engine Speed	600	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2030	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	3, PTO PRK BRK INT TYPE SET TO ALL	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	925	RPM
PTO Set Switch Speed	850	RPM
PTO Additional Switch Speed	1000	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	600	RPM
Remote PTO Speed Setting 2	600	RPM
Remote PTO Speed Setting 3	600	RPM
Remote PTO Speed Setting 4	600	RPM
Remote PTO Speed Setting 5	600	RPM
Remote Station PTO Resume Sw Spd	750	RPM
Remote Station PTO Set Switch Speed	700	RPM
Remote Station PTO Addition Sw Spd	800	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	2, TRANSMISSION DRIVEN IRREGULAR LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	32744	LB-FT
Max Torque in Top Gear Range	5000	LB-FT
Max Torque in Int. Gear Range	5000	LB-FT
Max Torque in Low Gear Range	5000	LB-FT
Max Torque w/o Vehicle Speed	5000	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	10.00	N/A
Lowest Gear of Low Gear Range	16.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrsped1	72	MPH
Trip Information Vehicle Ovrsped2	74	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	9090	GALLONS
Maintenance Monitor Time	800	HOURS
Maintenance Monitor Interval Factor	2.00	N/A
Master Password	000000	N/A

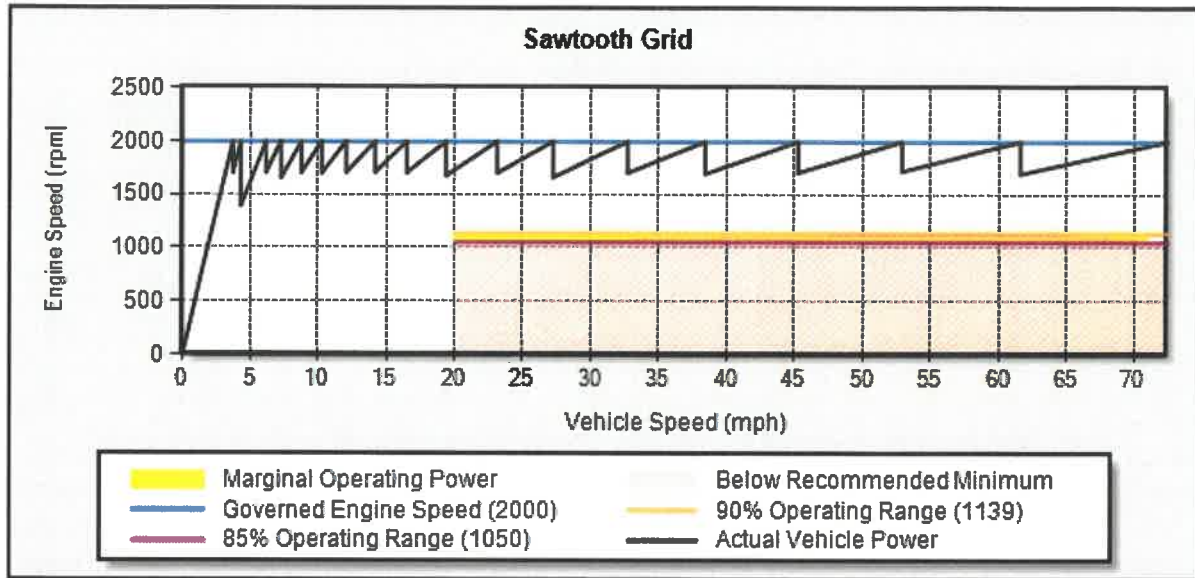
**INTERNATIONAL®**

Electronic Parameters Summary  
2022 HX520 SFA (HX520)

Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1	14.40	0.0	0	3.7	2000	17.17	90	76	@
2	12.29	3.7	1707	4.3	2000	43.57	90	76	@
3	8.56	4.3	1393	6.2	2000	17.26	90	76	
4	7.30	6.2	1706	7.3	2000	20.66	90	76	
5	6.05	7.3	1658	8.8	2000	17.25	90	76	
6	5.16	8.8	1706	10.3	2000	17.81	90	76	
7	4.38	10.3	1698	12.1	2000	17.11	90	76	
8	3.74	12.1	1708	14.2	2000	16.88	90	76	
9	3.20	14.2	1711	16.5	2000	17.22	90	76	
10	2.73	16.5	1706	19.4	2000	19.21	90	76	
11	2.29	19.4	1678	23.1	2000	17.44	90	76	
12	1.95	23.1	1703	27.2	2000	20.37	90	76	
13	1.62	27.2	1662	32.7	2000	17.39	90	76	
14	1.38	32.7	1704	38.4	2000	17.95	90	76	
15	1.17	38.4	1696	45.3	2000	17.00	90	76	
16	1.00	45.3	1709	52.9	2000	16.28	90	76	
17	0.86	52.9	1720	61.6	2000	17.81	90	76	
18	0.73	61.6	1698	72.5	2000	0.00	90	76	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

## STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	18	72.8	2008	5.70	0.00	
HI GEAR SPEED @ RATED RPM	18	72.5	2000	5.73	1.00	
55.0 MPH STEADY-STATE	18	55.0	1517	7.46	3.42	
TYPICAL OPERATING SPEED	18	60.0	1654	6.91	2.80	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " ——" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## Recommendations / General Information

IDLE FUEL RATE : 0.58 GALS/HR @ 600.0 RPM

## Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	4.85	6.69	6.99	
AVERAGE MPH	18.3	39.3	54.5	
MISSION MINUTES	30.93	52.72	173.55	

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.



GRADEABILITY PERFORMANCE

Grade Ability Table

Gear	Trans Ratio	Gear Step	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Start Grade (%)	Notes
1	14.40	17.17	1.3	700	98.13	55.52	@	55.52	- Calculated Start Ability
			1.7	950	133.17	55.52	@		
			3.7	2000	280.38	55.52	@		
2	12.29	43.57	1.5	700	114.97	55.52	@	47.47	
			2.0	950	156.04	55.52	@		
			3.7	1707	280.38	55.52	@		
			4.3	2000	328.53	55.52	@		
3	8.56	17.26	2.2	700	119.05	37.11		27.11	
			2.9	950	224.04	55.52	@		
			4.3	1393	328.53	55.52	@		
4	7.30	20.66	6.2	2000	372.24	41.26		21.04	
			2.5	700	119.40	31.04			
			3.4	950	262.71	55.52	@		
			6.2	1706	430.30	49.28			
5	6.05	17.25	7.3	2000	373.25	34.36		15.28	
			3.1	700	119.72	25.28			
			4.2	950	284.91	48.37			
6	5.16	17.81	7.3	1658	431.01	40.64		11.29	
			8.8	2000	374.19	27.89			
			3.6	700	119.93	21.29			
			4.9	950	285.49	39.96			
7	4.38	17.11	8.8	1706	432.32	32.79		7.87	
			10.3	2000	374.80	23.45			
			4.2	700	120.10	17.87			
			5.7	950	285.97	33.11			
8	3.74	16.88	10.3	1698	432.92	27.47		5.09	
			12.1	2000	375.24	19.64			
			5.0	700	120.21	15.09			
			6.7	950	286.33	27.77			
9	3.20	17.22	12.1	1708	433.42	22.96		2.76	
			14.2	2000	375.51	16.56			
			5.8	700	120.27	12.76			
			7.9	950	286.59	23.42			
10	2.73	19.21	14.2	1711	433.72	19.35		0.75	
			16.5	2000	375.63	13.98			
			6.8	700	120.29	10.75			
			9.2	950	286.76	19.71			
11	2.29	17.44	16.5	1706	433.83	16.33			
			19.4	2000	375.57	11.74			
			11.0	950	286.84	16.31			
			19.4	1678	433.61	13.72			
12	1.95	20.37	23.1	2000	375.30	9.63			
			12.9	950	286.82	13.70			
			23.1	1703	433.52	11.29			
13	1.62	17.39	27.2	2000	374.83	7.99			
			15.5	950	286.66	11.18			
			27.2	1662	432.66	9.38			
14	1.38	17.95	32.7	2000	373.95	6.36			
			18.2	950	286.40	9.35			
			32.7	1704	432.19	7.52			
15	1.17	17.00	38.4	2000	372.84	5.12			
			38.4	1696	431.04	6.11			
			45.3	2000	371.26	3.98			
16	1.00	16.28	45.3	1709	435.61	4.90			

**INTERNATIONAL®****Performance TCAPE Summary  
2022 HX520 SFA (HX520)**

			53.0	2000	374.11	3.04
17	0.86	17.81	53.0	1720	425.97	3.67
			61.6	2000	364.79	2.02
18	0.73	0.00	61.6	1698	422.93	2.64
			72.5	1999	360.98	1.00
			72.5	2000	360.72	1.00
			72.7	2004	305.80	0.50
			72.9	2009	250.18	0.00

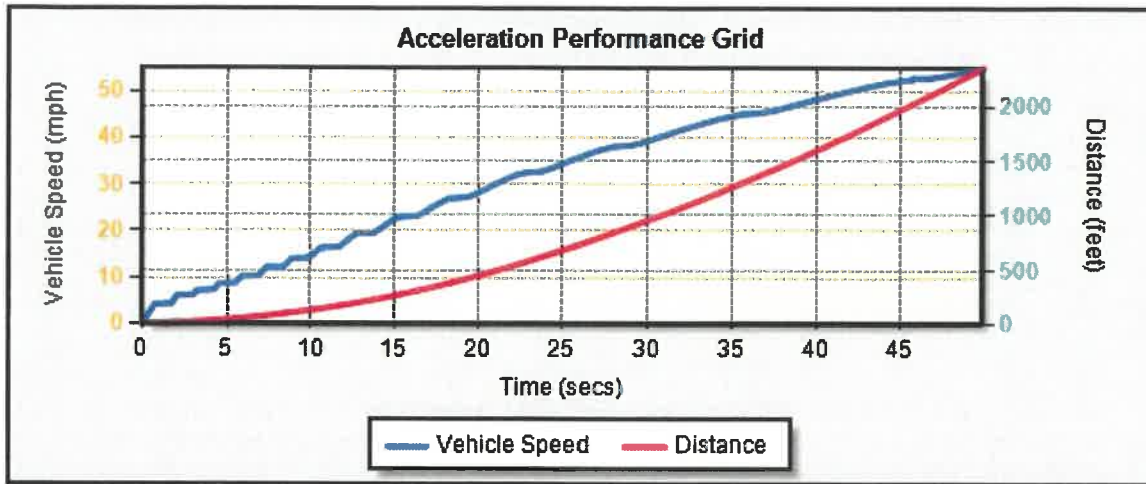
**STARTING / TOP GEAR PERFORMANCE**

<b>Gear</b>	<b>Trans Ratio</b>	<b>Gear Step</b>	<b>Veh Spd (mph)</b>	<b>Eng Spd (rpm)</b>	<b>Whl Pwr (hp)</b>	<b>Grade (%)</b>	<b>Warn Msg</b>	<b>Start Grade (%)</b>	<b>Notes</b>
1	14.40	17.17	1.3		98.13	55.52	@	55.52	- Calculated Start Ability
2	12.29	43.57	1.5		114.97	55.52	@	47.47	
3	8.56	17.26	2.2		119.05	37.11		27.11	
4	7.30	20.66	2.5		119.40	31.04		21.04	
5	6.05	17.25	3.1		119.72	25.28		15.28	
6	5.16	17.81	3.6		119.93	21.29		11.29	
7	4.38	17.11	4.2		120.10	17.87		7.87	
8	3.74	16.88	5.0		120.21	15.09		5.09	
9	3.20	17.22	5.8		120.27	12.76		2.76	
10	2.73	19.21	6.8		120.29	10.75		0.75	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 49.99 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
2	0.19	0.1	1.0	
	0.37	0.5	2.0	
	0.54	1.2	3.0	
	0.71	2.0	4.0	
	0.76	2.4	4.3	
3	1.76	8.6	4.2	
	1.89	9.5	5.2	
	2.04	10.7	6.2	
4	3.04	19.7	6.0	
	3.20	21.2	7.0	
	3.24	21.6	7.3	
5	4.24	32.1	7.1	
	4.40	33.9	8.1	
	4.52	35.5	8.8	
6	5.52	48.2	8.6	
	5.71	50.7	9.6	
	5.86	52.8	10.3	
7	6.86	67.7	10.1	
	7.06	70.9	11.1	
	7.30	75.1	12.1	
8	7.30	75.1	12.1	
	8.30	92.7	11.9	
	8.54	96.9	12.9	
9	8.81	102.2	13.9	
	8.88	103.8	14.2	
	9.88	124.4	14.0	
10	10.15	130.1	15.0	
	10.45	136.8	16.0	
	10.65	141.5	16.5	
	11.65	165.6	16.3	
	11.96	173.3	17.3	
	12.29	182.0	18.3	

## INTERNATIONAL®

Performance TCAPE Summary  
2022 HX520 SFA (HX520)

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	12.67	192.6	19.3	
	12.69	193.1	19.4	
11	13.69	221.4	19.2	
	14.05	231.8	20.2	
	14.43	243.5	21.2	
	14.85	256.6	22.2	
	15.28	271.1	23.1	
12	16.28	304.8	22.9	
	16.72	319.7	23.9	
	17.17	336.0	24.9	
	17.66	354.2	25.9	
	18.20	375.1	26.9	
	18.35	380.9	27.2	
13	19.35	420.6	26.9	
	19.86	441.2	27.9	
	20.40	463.6	28.9	
	20.96	487.8	29.9	
	21.55	514.3	30.9	
	22.19	543.9	31.9	
	22.74	569.7	32.7	
14	23.74	617.4	32.4	
	24.37	648.2	33.4	
	25.04	681.1	34.4	
	25.73	716.6	35.4	
	26.46	755.0	36.4	
	27.24	797.7	37.4	
	28.06	843.2	38.4	
15	29.06	899.2	38.1	
	29.84	943.3	39.1	
	30.65	990.2	40.1	
	31.49	1040.1	41.1	
	32.36	1093.5	42.1	
	33.29	1151.2	43.1	
	34.28	1214.8	44.1	
	35.38	1286.8	45.1	
	35.57	1299.5	45.3	
	36.57	1365.7	44.9	
16	37.54	1430.1	45.9	
	38.54	1498.2	46.9	
	39.58	1570.3	47.9	
	40.66	1647.3	48.9	
	41.80	1729.8	49.9	
	43.01	1819.4	50.9	
	44.33	1919.0	51.9	
	45.79	2031.7	52.9	
	45.80	2032.4	52.9	
	46.80	2109.7	52.6	
17	48.09	2209.9	53.6	
	49.42	2315.7	54.6	
	49.99	2361.0	55.0	

## REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	4.56
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT <sup>2</sup> ):	88
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	105
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	2.20
Vehicle Width (IN):	96
Acceleration Start Gear:	2
Vehicle Height (IN):	132
Weight on Drive Axle (LBF):	46000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL WIDEBASE
TIRE, REAR	8 - RADIAL NORMAL

Components

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PUB	STEERING GEAR (2) {Sheppard M100/HD94} Dual Power
0008GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
0012ETM	ENGINE, DIESEL {Cummins X15 470 V} Productivity Series, EPA 2021, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 950 RPM, 2000 RPM Governed Speed, 482 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013GKM	TRANSMISSION, MANUAL {Fuller RTLO(F)-18918B} 18-Speed Manual, Double Overdrive, Double-Lo, Air Shift, Internal Lube Oil Pump
0014HRE	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, Standard Width, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
0016XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
07482133264	TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
07652663208	TIRE, FRONT 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position

**TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.**

**NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY**

**INTERNATIONAL®**

Performance TCAPE Summary  
2022 HX520 SFA (HX520)

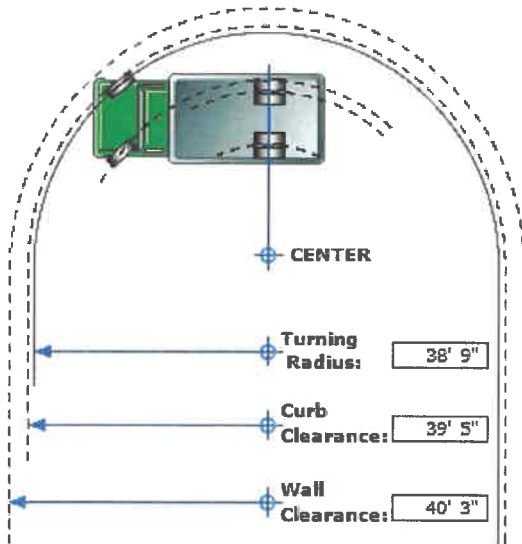
DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**Turning Radius Summary**  
2022 HX520 SFA (HX520)

Series: HX  
Model: HX520  
Description: HX520 SFA  
Model Year: 2022

**Calculation Factors**

Wheelbase: 219  
Front Axle: 0002ARY  
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity  
Front Wheel: 0027DUM  
Description: WHEELS, FRONT, {Accuride 29806} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 4.63"  
Front Tire: 07652663208  
Description: TIRES, 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position  
Steering Gear: 0005PUB  
Description: STEERING GEAR, (2) {Sheppard M100/HD94} Dual Power



**Turning Radius Statistics**

General Information

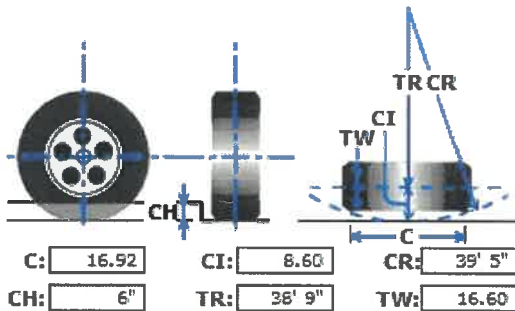
Inside Turn Angle: 33 Degrees  
Radial Overhang: 18.6

Axle Information

KingPin Inclination: 6.25 Degrees  
KingPin Center: 71

**Turning Radius - Curb View**

C - Curb Contact Length: 16.92  
CI - Curb Clearance Increment: 8.60  
CR - Curb Clearance Radius: 39'5"  
CH - Curb Height: 6"  
TR - Turning Radius: 38'9"  
TW - Tire Width: 16.60



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

**Navistar MaxxForce Engine Settlement**  
**c/o JND Legal Administration**  
**P.O. Box 91317**  
**Seattle, WA 98111**  
**www.maxxforce11and13.com**

CROOK COUNTY, OREGON  
 ATTN: LEGAL DEPT  
 300 NE THIRD STREET  
 PRINEVILLE, OR 97754

July 28, 2021

Dear CROOK COUNTY, OREGON:

Our records indicate that you are a Class Member in the class action settlement known as *In re Navistar MaxxForce Engines Marketing, Sales Practices and Products Liability Litigation*, Master Case No. 1:14-cv-10318 (N.D. Ill.), in which you were previously issued at least one rebate. Pursuant to the Settlement Agreement, you are receiving an Additional Rebate (or Rebates) now because the Rebate Fund was undersubscribed. Should you become entitled to further Additional Rebates in the future, you will receive a separate notification. You may redeem the rebate(s) by presenting proof of your identity as the Class Member listed below to Navistar, Inc. or any Authorized Navistar Dealer at the time of purchase and by identifying a Rebate Authorization Code listed below.

The amount of your Additional Rebate(s) was calculated in accordance with the Court-approved Settlement Agreement. It represents the average value of any Initial Rebates you were previously issued. The information you need to redeem your rebate(s) is set forth immediately below:

<u>Class Member</u>	<u>Rebate Amount</u>	<u>Rebate Authorization Code</u>
CROOK COUNTY, OREGON	\$10,000.00	ARBDSEYN3LM8HD
CROOK COUNTY, OREGON	\$10,000.00	ARBD8VRTJLW5UD
CROOK COUNTY, OREGON	\$10,000.00	ARBDG4M6SKAFED
CROOK COUNTY, OREGON	\$10,000.00	ARBDNAWZ8RMT5D



NAV: DKEP4Y78JC

Terms of Use. You may redeem this rebate towards the purchase of a new Navistar Class 8 heavy-duty truck. The amount of each rebate will be deducted from the best negotiated retail purchase price (not including sales taxes or delivery fees) and will be in addition to any other applicable promotion, rebate, or discount then in effect at the time of purchase and for which both the purchase and the purchaser would otherwise qualify. You cannot transfer these rebates to any other person or entity. You cannot combine any of these rebates with any other rebates issued in connection with the Navistar MaxxForce Engine Settlement - one settlement rebate per new Class 8 truck. These rebates **will expire on January 28, 2023.**

If you have any questions about the rebate, please call 1-833-222-1176 or send an email to [info@MaxxForce11and13.com](mailto:info@MaxxForce11and13.com). You may also review the frequently asked questions and important documents on the Settlement Website, [www.maxxforce11and13.com](http://www.maxxforce11and13.com).

Regards,

Settlement Administrator

# Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Phone: 541-416-3919  
• Fax: 541-447-6705



## MEMO

TO: Crook County Court  
FROM: County Counsel  
DATE: 8/10/2021  
RE: 2021 Wheel Loader Purchase  
Our File No.: Landfill 104

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The Landfill proposes to purchase a 966 M-BR model Caterpillar Wheel Loader through an interstate cooperative procurement contract of which the County is a member. "Sourcewell" is an interstate agency based in Minnesota which offers non-guaranteed volume price agreements for a variety of goods & services, including heavy equipment. Under this agreement, the County as a Sourcewell member can purchase on the same terms and conditions as every other member, including specified cost discounts offered by Caterpillar.

The RFP was published in the Portland Daily Journal of Commerce in a form substantially in compliance with ORS 279B.055 or 279B.060, and, therefore, the County will not need to publish a public notice under ORS 279A.220.

The total contract price is \$445,821.47, F.O.B. Redmond, Oregon.

We know from past experience that ordering heavy equipment like this may involve months of lead-time. In fact, the order form does not list the model year. The County may not receive notice that the roller has arrived in Redmond for a long while.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a DISCUSSION ITEM.**



# SALES AGREEMENT

DATE 13 Aug 04, 2021

PETERSON MACHINERY CO. 5450 NE Five Oaks Dr. Hillsboro, Oregon 97124 Tel: (503) 288-6411 Fax: (510) 352-4570

PURCHASER	CROOK COUNTY LANDFILL			
STREET ADDRESS	COUNTY COURTHOUSE 300 NE 3RD ST			<SAME>
CITY/STATE	PRINEVILLE, OR	COUNTY	CROOK	
POSTAL CODE	97754 1949	PHONE NO.	541 447 2398	
CUSTOMER CONTACT:	EQUIPMENT	JEFF MERWIN - PHONE NO. 541 447 2398		
	PRODUCT SUPPORT	JEFF MERWIN - PHONE NO. 541 447 2398		
INDUSTRY CODE:	LANDFILL OPERATION (920 )	PRINCIPAL WORK CODE		F.O.B. AT: Redmond

CUSTOMER NUMBER	1057000	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON CAT CARD	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> Cat FISC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA	MODEL: 966M-BR	YEAR: TBA			
STOCK NUMBER: TBA	SERIAL NUMBER: TBA				
966M WHEEL LOADER	361-1910	STEERING SYST, STANDARD	372-6549	INSTRUCTIONS, ENGLISH	0P-3380
LANE 2 - AVAILABLE FROM PIRACICABA FACTORY		WINDOWS, STANDARD	493-9621	RADIO, CB (READY)	372-1603
LANE 3 - AVAILABLE FROM PIRACICABA FACTORY		FILTRATION, STEEL, ACF PRECLNR	505-1522	LIGHT, WARNING BEACON	491-7467
LANE 3 ORDER	0P-9003	CAB TRIM, DELUXE (LHD)	538-2774	LIGHTS, REVERSING STROBE	513-2458
REGIONAL PKG, AM-N	561-5560	RADIO, AM/FM/BLUETOOTH	600-3625	GUARD, HINGED, POWERTRAIN	380-0327
INDUSTRIAL PACKAGE	506-7659	PRODUCT LINK, CELLULAR PLE641	434-0691	GUARD, TILT CYLINDER	430-4090
LINKAGE, HIGH LIFT	520-4475	COOLING CORES, 6 FPI	540-0608	OIL CHANGE SYSTEM, HIGH SPEED	365-0265
COUNTERWEIGHT, 2300KG	495-1465	FAN, REVERSING, VPF, ANSI	524-0294	BKTA GP ST 126" 5.5 YD3 PO	516-1409
AXLES, AUTO/AUTO, ED, SG	372-7194	ANTIFREEZE, -34C (-29F)	371-7066	PROTECTION, CYLINDER ROD	0P-3940
HYDRAULICS, 2V RC STD/HL	500-2558	OMISSION, TIRES AND RIMS	0P-3648	FILM, WASTE	468-0171
HYDRAULIC OIL, STANDARD	396-4672	AIR INLET PRECLEANER, TRASH	365-0221	ROLL ON-ROLL OFF	0P-6619
STARTING, COLD (120V), HD	507-6194	FENDERS, NARROW	478-8372	SOUND SUPPRESSION, INDUSTRIAL	465-2776
LIGHTS, LED	561-8776	HOOD, NON-METALLIC	391-5800		
JOYSTICK 2V, STEERING JOYSTICK	539-6036	AUTOLUBE, HL	524-0301		
SEAT BELT, 3"	551-3397	FUEL ANTIFREEZE, -25C (-13F)	0P-3978		

TRADE-IN EQUIPMENT			SELL PRICE	\$554,366.71
MODEL:	YEAR:	SN:	EXT WARRANTY	Included
PAYOUT TO:	AMOUNT:	PAID BY:	SOURCEWELL COOP CONTRACT DISCOUNT 15% OFF LIST	(\$83,155.00)
MODEL:	YEAR:	SN:	PETERSON ADDED DISCOUNT	(\$33,262.00)
PAYOUT TO:	AMOUNT:	PAID BY:	NET BALANCE DUE	\$443,294.69
MODEL:	YEAR:	SN:	PDI / SETUP / INSTALL CUSTOMER SUPPLIED	\$5,344.98
PAYOUT TO:	AMOUNT:	PAID BY:	WHEELS/TIRES	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			SALES TAX (0.57%)	\$2,526.78
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			AFTER TAX BALANCE	\$445,821.47

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>CATERPILLAR EQUIPMENT WARRANTY It is understood that no other warranties of any kind, whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are or have been made or authorized by PETERSON with respect to any machinery, EQUIPMENT or other products described herein unless endorsed herein and signed by the parties hereto. No adjustments, repairs or replacements of any items sold hereunder, or assistance given by seller to buyer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty. Below lists Warranty applicable for Sold EQUIPMENT including expiration date. Warranty applicable including expiration date where necessary: 12 Month, Unlimited Hours</p> <p>966-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:</p>	
CSA:			
NOTES:			

ADDITIONAL TERMS: THE UNDERSIGNED PURCHASER (IF MORE THAN ONE, JOINTLY AND SEVERALLY) HAVING BEEN QUOTED BOTH A TIME AND A CASH PRICE, HEREBY PURCHASES AND UNDERSIGNED SELLER HEREBY SELLS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF, THE ABOVE DESCRIBED EQUIPMENT HEREIN FURTHER CALLED THE COLLATERAL. THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING ALL TERMS AND CONDITIONS SET FORTH ON THE BACK HEREOF WHICH ARE HEREBY INCORPORATED HEREIN, ARE AGREED TO BY PURCHASER AND SELLER AND PURCHASER ACKNOWLEDGES THAT HE HAS FULLY READ THIS AGREEMENT, BOTH FRONT AND BACK PAGES, AND ASSENTS TO ALL OF ITS TERMS AND CONDITIONS

ORDER RECEIVED BY Shane Meyer REPRESENTATIVE PeterSON APPROVED AND ACCEPTED ON CROOK COUNTY LANDFILL PURCHASER

BY \_\_\_\_\_ SIGNATURE \_\_\_\_\_

## TERMS AND CONDITIONS

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, epidemic, pandemic or other natural disasters, government action or any other causes beyond the control of the seller or otherwise affecting the supply chain, whether the same as or different from the matters and things hereinbefore specifically enumerated; and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.  
  
This order when accepted by seller shall be further subject to such changes in price, terms, delivery date, delivery priorities, and other conditions varying from the terms hereof as may be current when the within ordered machinery, equipment, attachments, and parts are ready for delivery. Purchaser shall be responsible for payment of all applicable fees, taxes and charges arising from or related to the purchase and sale of the equipment and goods described on the reverse side hereof, including, without limitation, any and all sales tax, use tax, surcharges, pass through charges (including state corporate activity taxes), environmental fees and service fees, along with any interest, finance charges or administrative fees that may accrue if and as a result of purchaser's failure to timely and/or properly pay amounts owing from purchaser when due.
3. It is understood and agreed that title to and right of possession of said equipment shall remain vested in seller until obligations of purchaser hereunder and payment of all other sums which may be due or are to become due from purchase to seller, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the purchaser.
4. The seller's responsibility for shipments ceases upon delivery to a transportation company; and any claims for shortages, delays, or damages occurring thereafter shall be made by the purchaser directly to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
5. The purchaser agrees that this order shall not be countermanded by purchaser, that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified), it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
6. When the machines necessary to fill this order are available, the purchaser agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the purchaser fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
7. EQUIPMENT MANAGEMENT ELECTRONIC DATA / PRIVACY NOTICE. For EQUIPMENT equipped with Product Link™ and Vision Link™, CUSTOMER understands that data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates ("Caterpillar"), and or its dealers to better serve CUSTOMER and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure as Caterpillar recognizes and respects CUSTOMER's privacy. Information regarding Caterpillar's data governance and the remote services that may be a part of the EQUIPMENT, can be found at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> and [https://www.cat.com/en\\_US/support/technologysolutionsnew/remoteservicesprocess.html](https://www.cat.com/en_US/support/technologysolutionsnew/remoteservicesprocess.html) as applicable, or by contacting Caterpillar at [CatConnectSupport@cat.com](mailto:CatConnectSupport@cat.com). CUSTOMER acknowledges, understands and agrees that any questions or requests for information regarding ongoing collection of data and information by Caterpillar or its participation in Caterpillar Remote Services, including any questions or requests to opt out of such processes or programs should be directed to Caterpillar at the email listed above. By executing this Agreement, CUSTOMER understands these disclosures and agrees to allow this data to be accessed by Caterpillar and/or its dealers.
8. The seller shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise, suffered or sustained in the operation of any machinery or equipment, the subject of this order, nor for any damages alleged to result to purchaser by reason of any delays or alleged failure of said machinery or equipment to operate.
9. The purchaser agrees that damages arising from failure to consummate the sale contemplated by this agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges, and related expenses that may be incurred by the seller to hold, store, and maintain the equipment until a sale can be made.
10. Purchaser and seller agree that in the event it becomes necessary to undertake legal action to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. "It is agreed by and between the customer and Peterson that all disputes and matters whatsoever arising under, in connection, or incident to this agreement shall be litigated, if at all, in or before a Court located in the State of incorporation of the seller to the exclusion of the Courts of any other state or country."
11. Should this order pertain to any used machinery or equipment, the following additional terms shall apply:
  - (a) Seller makes no representation as to the quality or functionality of such used machinery and equipment which is being sold "AS-IS".
  - (b) Seller makes no recommendations as to the use of equipment by Buyer.
  - (c) Buyer agrees that all equipment is purchased solely at risk of Buyer.
  - (d) Buyer hereby releases, discharges, and covenants not to sue Seller and will hold Seller free and harmless from all liability, claims, demands, losses, damages and costs ("claims") caused or alleged to be caused in whole or in part by the equipment purchased. Buyer further agrees that if any claim is made against Seller, Buyer will defend, indemnify, save, and hold harmless Seller from any and all loss, liability, damages, or costs which may be incurred as the result of such claim(s).





# Crook County Counsel's Office

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

## MEMO

TO: Crook County Court  
FROM: County Counsel  
DATE: 8/11/2021  
RE: Youth Development Funding IGA  
Our File No.: JUVENILE 33(A)

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For many years, the County Juvenile Department has operated programs focused on juvenile crime prevention. Where youth may exhibit the at-risk factors of anti-social behavior, failure in school, substance abuse, negative peer association, or poor family functioning, the Juvenile Department will undertake intervention programs to help forestall and arrest further deterioration. In furtherance of these programs, the County has received funding from the Oregon Youth Authority.

The prior funding agreement expired on June 30, and the County received the attached grant late last week.

Because the State has taken the position that a grant is different from an agreement, there are terms in this document less favorable to the County than previous OYA funding documents:

- The grant includes several lines stating that the State isn't necessarily committing to pay the County the entire \$63,000 and may pay less if the State feels that it doesn't have enough money.
- The grant requires the County to maintain insurance (normally only required for the County's subcontractors, if any) and have that insurer waive subrogation. The problems with waiving subrogation have been the topic of several discussions within the County.
- Rather than language the counties negotiated with the State regarding contribution, this contract requires a one-sided indemnity.

The County will need to decide whether these terms are tolerable given its prior experience of addressing such issues.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 18, 2021 County Court Agenda as a DISCUSSION ITEM.**

## STATE OF OREGON GRANT AGREEMENT

Grant No. 15666

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 Crook 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](mailto:anya.sekino@ode.state.or.us)

#### 4.2 Grantee’s Grant Manager is:

Debra Patterson  
305 NE 3rd St, Suite 100  
Prineville, OR 97754  
Phone: 541-447-5161  
Email: [debra.patterson@co.crook.or.us](mailto:debra.patterson@co.crook.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

**ODE GRANT #15666 Crook County – Juvenile Crime Prevention Fund**

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.

*[Signatures on next page]*

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

By: \_\_\_\_\_  
Procurement and Contract Specialist

\_\_\_\_\_  
Date

**Crook 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.

**ODE GRANT #15666 Crook County – Juvenile Crime Prevention Fund**

“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.

**ODE GRANT #15666 Crook County – Juvenile Crime Prevention Fund**

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.

**ODE GRANT #15666 Crook County – Juvenile Crime Prevention Fund**

- (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.



**ODE GRANT #15666 Crook County – Juvenile Crime Prevention Fund**

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](mailto: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.