



CROOK COUNTY WORK SESSION AGENDA

Wednesday, July 26, 2023 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone: 1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

PUBLIC COMMENT

DISCUSSION

- 1. Crook County ODFW Sage Grouse Update**
Requester: Tim Deboodt
- 2. County support to remove Crook County from ODA Canola Special District**
Requester: Tim Deboodt
- 3. Juvenile Crime Prevention Grant**
Requester: Erika Frickey
- 4. Community Development Monthly Report**
Requester: Will VanVactor
- 5. Transportation System Plan Update/Scope of Work**
Requester: Will VanVactor
- 6. FAA Grant Application for Rwy 33/15 Design and Engineering**
Requester: Kelly Coffelt
- 7. Nurse Well-Being Grant Pass-through Agreement w/ Coos County**
Requester: Katie Plumb
- 8. Consider immediate approval of Amendment No. 9 to Community Mental Health, Addictions Treatment, and Problem Gambling Treatment services funding agreement No. 173132, to extend duration and increase funding to County**
Requester: Eric Blaine

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

- 9. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public**

body with regard to current litigation or litigation likely to be filed

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County, Oregon, and holds work sessions to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled work session.

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

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

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

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

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

Contact: Seth Crawford (seth.crawford@co.crook.or.us (541) 447-6555) | Agenda published on 07/20/2023 at 3:28 PM



AGENDA ITEM REQUEST

Date:

July 20, 2023

Meeting date desired:

July 26, 2023

Subject:

County support to remove Crook County from ODA Canola Special District

Background and policy implications:

Created in the early 2000's, the Central Oregon Crop Protection District was established to protect cross pollination of brassica crops. Current OSU research no longer supports County's participation and removal allows growers opportunities to expand crop choices.

Budget/fiscal impacts:

None

Requested by:

Crook/Wheeler County Farm Bureau,

Presenters:

Tim Deboodt

Legal review (only if requested):

Need to discuss further – The desire is for department heads to be proactive with non

Elected official sponsor (if applicable):

Commissioner Brian Barney



Crook County

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

July 24, 2023

Sunny Summers, Senior Policy Advisor
Oregon Department of Agriculture
635 Capitol Street, NE
Salem, OR 97301

Ms. Summers,

This letter is in regards to the Oregon Department of Agriculture's meeting in Prineville, Oregon on May 31, 2023, and the Department's effort to address multiple requests to modify or eliminate the Central Oregon Crop Protection District, which includes Crook County. Crook County supports the request by the Crook/Wheeler County Farm Bureau and farmers of Crook County to remove Crook County from this Crop Protection District.

In discussions with Crook County farmers and given the current understanding of research dealing with the impacts of growing canola, Crook County recognizes the importance of letting producers grow crops that provide positive economic impacts to their business and the community. Research by Oregon State University College of Agriculture shows that the production of canola poses no more risk to the production of other brassica species crops than any other crop. The ability to produce canola provides our farmers with an addition crop choice that can be important especially during periods of drought and limited water supplies for irrigation.

Crook County appreciates the Department's interest in revisiting the purpose of the District's establishment and the use of current research data in determining the relevance of such a District going into the future. As stated above, Crook County Court supports the removal of Crook County from the Central Oregon Crop Protection District. Thank you for your consideration of this input. If you have any questions about our position, we would be happy to answer them.

Sincerely,

X

Seth Crawford
County Judge

X

Jerry Brummer
County Commissioner

X

Brian Barney
County Commissioner

Cc: Crook/Wheeler County Farm Bureau

AGENDA ITEM REQUEST



Date:

July 14, 2023

Meeting date desired:

August 2, 2023

Subject:

Juvenile Crime Prevention Grant.

Background and policy implications:

This grant is used to supplement wages of our prevention staff.

Budget/fiscal impacts:

This Agreement shall become effective as of July 1, 2023 and terminate on June 30, 2025.

The maximum compensation payable to the county under this agreement is \$61,742.00.

This compensation will offset the wages of one prevention staff.

Requested by:

Erika Frickey

541-447-5161

Juvenile Department

Presenters:

Erika Frickey, Juvenile Department

Eric Blaine, Legal department

Legal review (only if requested):

Eric Blaine to review the Intergovernmental Agreement on Juvenile Crime Prevention Basic Services



Oregon

Tina Kotek, Governor

Oregon Youth Authority

Procurement Unit

530 Center Street NE, Suite 500

Salem, OR 97301-3765

Phone: 503-373-7371

Fax: 503-373-7921

www.oregon.gov/OYA



Document Return Statement

July 5, 2023

Re: Intergovernmental Agreement #15050 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page

If you have any questions or concerns with the above-referenced Agreement, please feel free to contact Riley Dunagan, Procurement and Contract Specialist, at Riley.Dunagan@oya.oregon.gov

Please complete the below:

I _____, _____
 (Name) (Title)

received a copy of the above-referenced Agreement, consisting of 33 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 electronically transmitted Agreement without change.

Authorized Signature

Date

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 #15050

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, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$61,742.00**. 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.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

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

By: _____ Date: _____
Name: Teri Bledsoe, Senior Contract Specialist

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740
Facsimile: (503) 373-7921

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 06292023** Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Riley Dunagan

**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. **“Adjudicated youth”** has the meaning set forth in ORS 420.005 and includes “youth offenders” as that term is used in ORS 420.017 and 420.019.
2. **“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.
3. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
4. **“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.
5. **“Claim”** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, “Claim” has the meaning set forth in Section 1 of Exhibit D.
6. **“Client”** means any individual who receives a Service.
7. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **“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.
9. **“County”** has the meaning set forth in the first paragraph of this Agreement.
10. **“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.
11. **“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.
12. **“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 adjudicated youth.
13. **“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.
14. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **“OYA”** means the Oregon Youth Authority.
16. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

17. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
18. **“Service Plan”** means the County’s plan for 2023-2025 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 2023-2025 has been developed and approved as described above, the term “Service Plan” has the meaning set forth in Exhibit C, Section 3.
19. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
20. **“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.

**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 2023-2025 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, 2023 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 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 Agency: Sandra Santos
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503)-779-3938
Facsimile: (503) 373-7921
E-mail: sandra.santos@oya.oregon.gov

To County: ~~Erika~~
Erika Frickey
Crook County
305 NE 3rd St.
Prineville, Oregon 97754
Voice: (541) 447-5161
Facsimile: (541) 447-2527
E-Mail: erika.frickey@co.crook.or.us
Erika.frickey@crookcounty.or.gov

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 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.

OYA Agreement #15050
Crook County
JCP Basic Services

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 2021-2023 biennium. Until the Service Plan for the 2023-2025 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2021-2023 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. Equitable Service Delivery. In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:

- (i) JCP Basic Narrative Plan report, once per biennium, by July 15, 2023. The Narrative Plan report shall be on an OYA provided template and shall include:
 - An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
 - A description of the services that the County anticipates needing during the 2023-2025 biennium in order to address the needs of diverse youth in the County; and
 - Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.
- (ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

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, CONTINUOUS CLAIMS MADE 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 Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

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 **\$500,000.00** 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 **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, 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 \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Provider shall provide 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 \$1,000,000.00 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**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided 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 and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Provider shall provide 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, training, 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 \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These 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. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

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.

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, Pollution 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 this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

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).

CONTINUOUS CLAIMS MADE 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, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

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 Agreement. 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 Agreement. 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 Agreement.

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 Agency.

STATE ACCEPTANCE

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




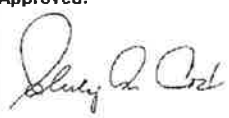
**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$61,742.00

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

EXHIBIT F – SERVICE TRACKING IN JJIS

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

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

<u>PURPOSE:</u>	<ul style="list-style-type: none"> To provide a standard for consistency in tracking services in JJIS; To provide a threshold for a view of current juvenile justice practice; To provide a foundation to compare trends in key service areas over time; and To establish a foundation to develop capacity to measure results based on evidence
<u>DEFINITIONS:</u>	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.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



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



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



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



POLICY:

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

Tracking

Required Tracking

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

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



	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential <ul style="list-style-type: none"> ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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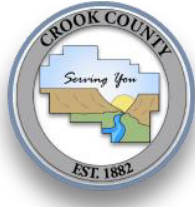


	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions



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

AGENDA ITEM REQUEST



Date:

July 12, 2023

Meeting date desired:

July 26, 2023

Subject:

Community Development Monthly Report

Background and policy implications:

Brief review of development activity in Crook County.

Budget/fiscal impacts:

None

Requested by:

Will Van Vactor

will.vanvactor@crookcountyor.gov | 541.447.3211

Presenters:

Will Van Vactor

Randy Davis

Legal review (only if requested):

Elected official sponsor (if applicable):

Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754 ☐ Phone: 541-447-3211



MEMO

TO: Crook County Court

FROM: Will Van Vactor, Director
Randy Davis, Building Official

DATE: July 13, 2023

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

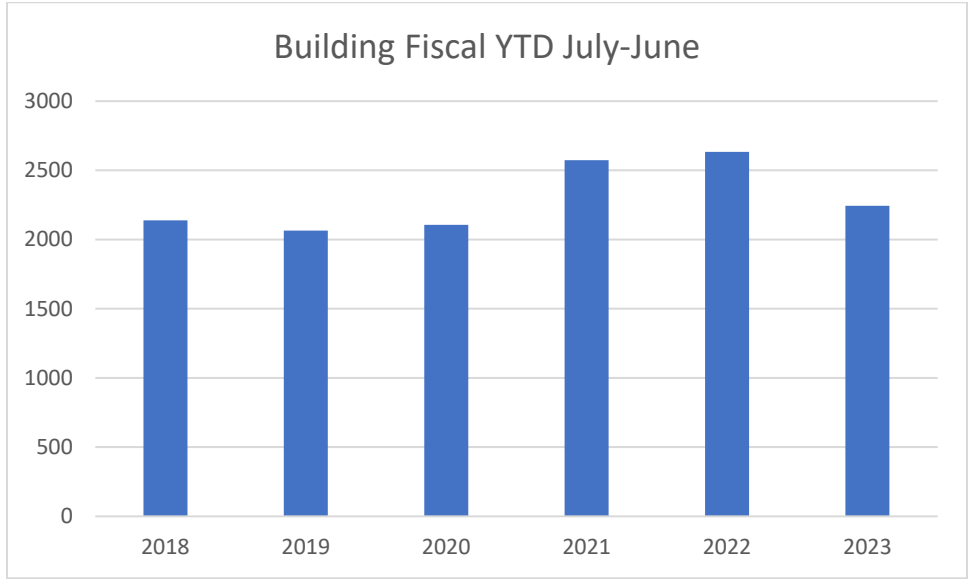
Building:

Permits issued summary (June):

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	14
Commercial (plumbing, electrical, structural, etc.)	30
Residential Permits (plumbing, electrical, mechanical etc.)	100
Residential Structural (shops, etc.)	19
Other (e.g. demo)	1
TOTAL	164

Comparisons:

Time Frame	Permits
June 2023	164
June 2022	232
YTD 2023	1,044
YTD Comparison 2022	1,317
Fiscal YTD	2,244
Fiscal YTD Comparison 2022	2,633



Active Permits:

Permit Type	Amount Still Active as of end of June
Dwellings (Site Built or Manufactured)	222
Other Residential Permits	836
Commercial Permits	329

Daily Inspections:

Inspection Type	Amount this month
Residential	957
Commercial	215
All	1,172

Larger Projects Under Construction:

Justice Center
CCO5&6 Data Center
Apple Data Center
Multiple Commercial Structures at Tom McCall Industrial Park
Mid Oregon Credit Union Tenant Improvement
7,500 sq ft office/warehouse for Rosendin Electric.
Liquor Store on N. Main
Hangers at Airport
Museum
Grizzly Pavilion at Fairgrounds
OID Project
Area H & I of Prineville Campus

Sherptek (Prineville Campus)

Larger Projects Under Review or Incoming:

Packaging Plants for O’Neil Hwy
High Desert Christian Academy (old hospital)
Advantage Dental Remodel
C.O.P. Prineville Campus “H” Occupancy
Firewood Store in Baldwin Industrial Park
CCSD Remodel for Daycare

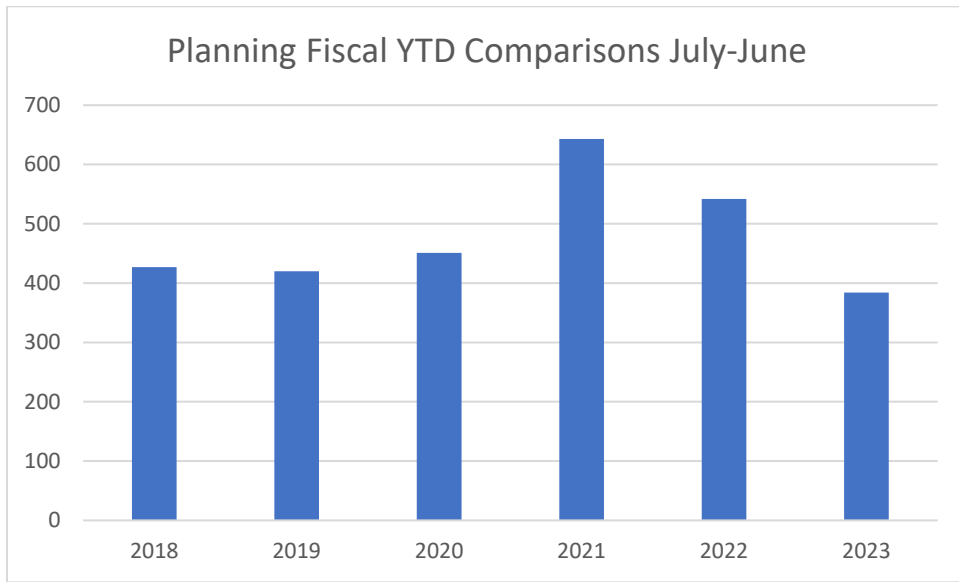
Planning:

Applications received (June):

Application Type	# of Applications (June 2023)	YTD
Appeals	0	0
Variance	0	2
Site Plan Review	24	144
Land Partition	0	2
Combine/Un-Combine Lots	0	0
Road Approach	3	17
Boundary Line Adjustment	2	5
Destination Resort	0	0
Conditional Use	0	4
Miscellaneous (Temporary Hardship Two-year renewals)	7	31
Sign	1	1
Extension	1	5
Subdivision	1	1
Amendment	0	3
Road Name/Rename	0	1
TOTAL	39	216

Comparisons:

Time Frame	Permits
June 2023	39
June 2022	40
YTD 2023	216
YTD Comparison 2022	256
Fiscal YTD	384
Fiscal YTD Comp 2022	542



Notable Land Use Applications:

Request	Status
Agri-Tourism – Huston	Incomplete
Comp Plan & Text Amendment – RMG Destinations LLC	Sent to DLCD for Acknowledgment
Grandridge II (15 lots)	Accepted, pending completeness review

Notable City Land Use Applications:

Request	Status

On-Site:

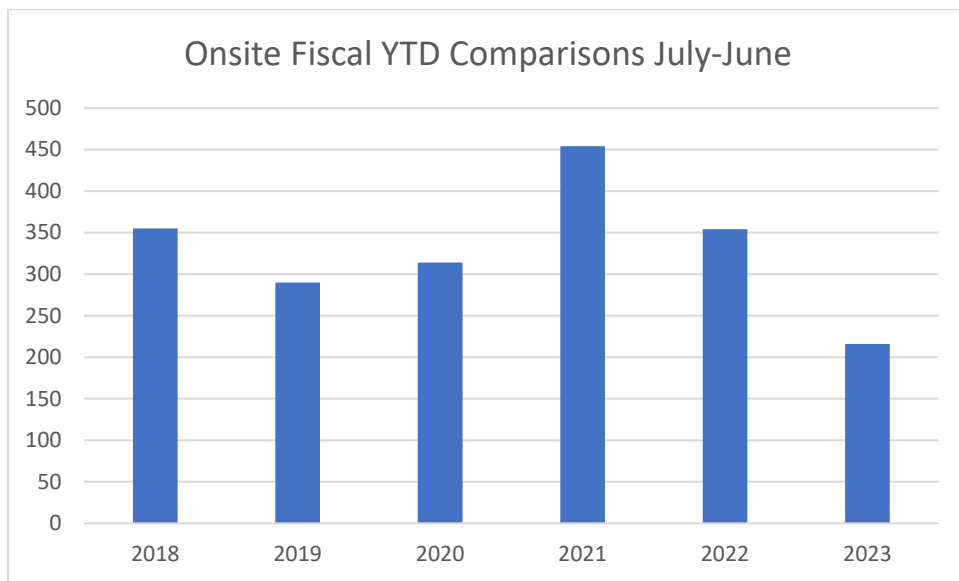
Applications (June 2023):

Application Type	Number of Applications
Residential Authorization	0
Commercial Authorization	0
Construction Permit (Residential)	14
Construction Permit (Commercial)	0
Repair (Major) - Residential	3
Repair (Minor) - Residential	0
Repair (Major) - Commercial	0
Repair (Minor) - Commercial	0
Residential Site Evaluation	8

Commercial Site Evaluation	0
Alteration (Minor) – Residential	0
Alteration (Major) – Residential	0
Alteration (Minor) - Commercial	0
TOTAL	25

Comparisons:

Time Frame	Permits
June 2023	25
June 2022	32
YTD 2023	103
YTD Comparison 2022	170
Fiscal YTD	216
Fiscal YTD Comparison 2022	354



Code Compliance:

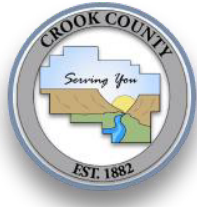
Case Load:

Year	Building	Land Use	Waste	Septic
YTD 2023	31	34	16	6

Activity:

Cased Opened in June: 5
 Case Closed in June: 7

AGENDA ITEM REQUEST



Date:

July 19, 2023

Meeting date desired:

July 26, 2023

Subject:

Transportation System Plan Update/Scope of Work

Background and policy implications:

Crook County staff have been developing a scope of work for updating the Transportation System Plan. The scope will include critical updates to ensure our transportation system is planned for continued growth. The proposed scope will be discussed with the County Court in advance of presenting a personal services contract for the Court's future approval.

Budget/fiscal impacts:

TBD. Crook County Community Development Department has funds budgeted for the TSP update.

Requested by:

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

Presenters:

Will Van Vactor
Andy Parks
Jeff Hurd

Legal review (only if requested):

Elected official sponsor (if applicable):

A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

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

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

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

- Integrate County plans with the priorities and needs identified within the City of Prineville's ongoing Transportation System Plan update.

B. TASKS, DELIVERABLES AND SCHEDULE

Task 1: Project Management

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

1.1 Committee Rosters

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

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

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

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

The PAC will be open to the public, and others may be invited to participate in individual meetings or as representatives of specific interests.

1.2 Kickoff Meeting

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

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1.3 Check-in Calls

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

1.4 Project Website

Consultant team will develop and maintain the Project website during the entire Project, with Crook County providing links within its website to the page. The Consultant shall provide all meeting notices and schedule, draft and final technical memorandum, maps and design concepts in coordination with the County to populate the website. Consultant will be responsible for all aspects of the website, including: development, registration, hosting, and content. Project website updates must occur monthly or more frequently as new materials become available.

1.5 Refined Project Schedule

Consultant shall prepare a refined Project schedule and deliver it to the County Project Manager within 2 weeks after the Kickoff Meeting Conference Call. Refined schedule must ensure reasonable timelines for County staff to provide data necessary to Consultant to complete their reviews. Refined Project Schedule must show the initial PAC meetings and identify dates for up to 4 PAC meetings. Consultant shall update the Refined Project schedule, at County Project Manager's written request. PAC meetings may be held virtually and/or in-person depending on the materials being presented.

1.6 Progress Report and Invoicing

Consultant shall submit monthly invoices and progress report for the duration of the project (16 invoices total). The progress report must include general updates on each of the active tasks, expenditures and remaining budget, and information/forecasting of deliverables and next steps of sufficient detail to allow County staff to remain apprised of the project status.

County Task 1 Deliverables:

- 1A Committee Rosters
- 1B Kickoff Meeting Conference Call
- 1C Teleconferences (up to 16 one-hour calls)

Consultant Task 1 Deliverables:

- 1A Kickoff Meeting Conference Call
- 1B Teleconferences (up to 16) (monthly or as directed by County PM)
- 1C Develop and updated materials for Project Website
- 1D Refined Project Schedule
- 1E Progress report and invoices (20 total)

The Prineville Travel Demand Model was developed in 2012 to evaluate travel flows within the City and general surrounding area; reflecting 2010 Base Year and 2035 Future Year conditions. This travel demand model included portions of Crook County extending to Deschutes County, and is currently being updated by ODOT as part of the City of Prineville's on-going Transportation System Plan. This will include an extended horizon period, updated population and employment forecasts, and revised network.

The Consultant will be responsible for helping Crook County staff (as well as the PAC) understand the growth assumptions within the Travel Demand Model, review model assumptions, and highlight assumptions and considerations for discussion with the PAC, and otherwise support the informed extension of the County's travel demand model horizon to reflect year 2045 future conditions. Consultant team will be responsible for ensuring that the travel demand model outputs are reasonable, with this work coordinated with ODOT TPAU. Much of this work effort will be completed as part of the City of Prineville's on-going TSP update, resulting in targeted review and updates throughout the County as required:

- Review and Update the Transportation Analysis Zone Structure
- Review and update population, housing, and demographic data
- Review and update employment data throughout the County
- Review and update link and nodal network and characteristics
- Review/discussion of assumptions related to destination resort development in Crook County
- Review/discussion of assumptions related to the data centers situated near the Prineville Airport
- Review/discussion of assumptions related to growth within the Juniper Canyon area
- Review/discussion of assumptions related to historical versus future growth on major corridors

Overall, the purpose of the model review and updates is to communicate the population and employment growth assumptions that the plan is being developed to accommodate. It is assumed that ODOT TPAU will maintain the travel demand model and provide validation following any changes completed within this task.

County Task 2 Deliverables:

- 2a. Review/Update TAZ Structure
- 2b. Review/Update Link & Node Network
- 2c. Review/Update Centroid and Centroid Connections
- 2d. Review/Update Household and Employment Data

Consultant Task 2 Deliverables:

- 2A. Travel Demand Model Review and Requested Modifications TM #1
- 2B. Updated reference year (2023) and future year (2045) housing and employment data per TAZ
- 2C. Travel demand model and forecasting documentation from Consultant/TPAU with County, City of Prineville, and ODOT Region 4 review within TM #2

Task 3: Public Involvement and Outreach

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

3.1 PAC Meetings

Consultant shall conduct PAC Meetings as scheduled by the County. Consultant shall develop presentation materials and submit to County Project Manager two weeks prior to each meeting and final materials submitted 3 business days before each meeting. The PAC meetings must be held up to 4 times each throughout the Project, as determined by County Project Manager. Meetings are expected to last up to 2 hours. All meetings will be hosted both in-person and virtually unless otherwise determined by the County project manager.

3.2 Project Flyers

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

3.3 Public Project Presentations

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

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

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

3.4 Public Involvement Plan

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

County Task 3 Deliverables:

- 3a Arrange PAC meetings
- 3b Distribute meeting mailers
- 3c Schedule Public Project Presentations

Consultant Task 3 Deliverables:

- 3A Facilitate up to 4 PAC meetings
- 3B 2 Meeting Mailers information sheets
- 3C 2 Public Project Presentations
- 3D 2 Public Presentation Summaries
- 3E Public Involvement Plan

Task 4: Plans and Policy Review

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

4.1 Background Documents

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

Highly relevant plans:

- Adopted Crook County TSP, with specific emphasis on the priority projects and needs identified within the current plan
- Crook County (and City of Prineville) Zoning/Comprehensive Plan
- Deschutes County Zoning/Comprehensive Plan
- OR 126 Highway Plan (detailed review of the prior land use assumptions and comparison of travel projections to current volumes)
- City of Prineville TSP (2013) and Priorities for TSP Update
- Deschutes County TSP Update (2023)
- City of Prineville Road Standards
- Prineville Airport Master Plan
- County’s current and historical budget for transportation maintenance and improvements
- Cascades East Transit Regional Transportation Plan
- Central Oregon Large Lot Industrial Land Needs Analysis
- Crook County school expansion plans, improvement bond priorities, and Safe Routes to School Plans
- Blueprint for Highway Design

Broader statewide policies/standards:

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

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

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

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

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

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

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

County Task 4 Deliverables:

- 4a Background Documents
- 4b Provide comments on TM#3 and TM#4

Consultant Task 4 Deliverables:

- 4A Draft TM #1
- 4B Draft TM #2
- 4C Final TM #1
- 4D Final TM #2

Task 5: Transportation System Inventory and Needs Analysis

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

5.1 Methodology Memorandum

Consultant shall prepare and submit a Methodology Memorandum for existing conditions, future conditions, alternative analysis to the County. This memorandum shall include a proposed analysis scope for the operations and safety review, identifying key locations along primary travel corridors (OR 126, US 26, OR 370, OR 380, Houston Lake Road, Powell Butte Highway, etc.) that will be assessed in more detail. It is assumed that this will include operations analysis of up to 15 critical intersections.

Consultant shall obtain approval of the methodology from Crook County prior to beginning the analysis. The Methodology Memorandum must be attached to draft TM #3 as an Appendix.

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

Consultant shall prepare draft TM #3, updating the inventory memo included in the original 2018 TSP as needed. Since the 2017 TSP already reflects much of the required information within the TPR, this inventory is intended to focus on the key County issues.

5.2.1. Update 2017 System Inventories

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

Inventory must include the following elements, as available:

A. Lands and Population Inventory

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

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

B. Traffic Volumes

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

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

C. Road System Inventory

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

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

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

D. Public Transportation Inventory

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

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

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

E. Rail Inventory

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

1. type of service (passenger or freight)
2. owner/operator of rail line

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

F. Bicycle/Pedestrian Inventory

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

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

G. Air Transportation Inventory

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

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

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

I. Freight Inventory

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

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

5.2.2. Existing System Conditions Analysis

Consultant shall analyze current conditions and identify deficiencies of the transportation system based on policies, standards, goals and objectives developed in TMs #1 and #2. Analysis must be of facilities identified in Task 5.2.1.B (and the methodology memorandum) and must include:

A. Intersection Operations Analysis

Consultant shall perform traffic analysis of the County's transportation system and identify existing deficiencies. Operational analysis, regardless of jurisdiction, must include:

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

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

B. Two-lane Highway Capacity Analysis

Consultant shall perform two-lane highway capacity analysis where tube count data is collected, using Highway Capacity Manual 6th Edition methodologies or information from the October 2017 *Simplified Highway Capacity Calculation Method for the Highway Performance Monitoring*

System, published by the FHWA. The analysis is intended to highlight the sufficiency of current roadway sections to support travel demands.

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

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

D. Crash Analysis / Transportation Safety Action Plan

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

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

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

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

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

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

E. Bridge Conditions Analysis

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

F. Access Management Analysis

Consultant shall identify existing access management standards as defined in OAR Chapter 734, Division 51 and the County standards. The Consultant shall review existing County collectors and arterials, identifying general corridor areas where jurisdictional access management standards are not met. This section should also review the County's access permitting process.

G. Intermodal Connections Analysis

Consultant shall identify existing intermodal connections for freight. Consultant shall identify deficiencies in the existing intermodal connections between roadways and rail, based on research and existing inventory data collected in TMs #1, #2 and #3.

5.2.3 Future Systems Conditions

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

The future systems conditions must include the following elements:

A. Population and Employment Forecasts

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

B. Future Transportation Volume Development

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

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

C. No-Build Scenario

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

D. Future Deficiencies

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

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

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

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

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

County Task 4 Deliverables:

- 5a Inventory of Available Lands and Population (5.2.1 A)
- 5b Traffic Volume Data (5.2.1 B)
- 5c Road System Inventory (5.2.1 C)
- 5d Public Transportation Inventory GIS Data (5.2.1 D)
- 5e Bike/Pedestrian Inventory GIS Data (5.2.1 F)
- 5f Air Transportation Inventory (5.2.1 G)
- 5g Summary of County Funding Sources (5.2.1 H)
- 5h Freight Demand Data (5.2.1 I)
- 5i Active Transportation Analysis and Multimodal Opportunity GIS Maps and Memorandum (5.2.2 C)
- 5j Public Bridge Inventory and Conditions Analysis (5.2.2 E)

Consultant Task 5 Deliverables:

- 5A Methodology Memorandum
- 5B Draft TM #3

TASK 6: DEVELOPMENT AND ANALYSIS OF SOLUTIONS

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

6.1 Draft Technical Memorandum #4: Solutions Analysis and Funding Program

Consultant shall prepare draft TM #4 identifying a package of solutions that address the identified deficiencies and needs. Solutions must address the standards, goals and objectives identified in previous TMs. This should be organized to highlight system level needs (such as additional major street connections or alignments) as well as point improvement needs, and should incorporate multimodal and safety elements from the preceding sections.

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

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

Draft TM #4 must include the following elements:

A. Identification of Auto-Related Solutions

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

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

B. Access Management Standards

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

C. Freight Infrastructure to Support Industrial Development

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

I. Funding Programs

Consultant shall prepare a comprehensive list of funding options for consideration by Crook County. Funding options section must include a summary of historic and existing County transportation funding sources (as summarized in TM #3) and obtain projected transportation funding/revenue from the County. Funding options must include all funding sources available to the County in a matrix form, and a brief narrative explaining each option, how the funding impacts current or future residents (who pays), and how this funding is equitable with transportation costs and impacts.

J. Development Code Amendments

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

Consultant shall submit draft TM #4 to the County. The County shall submit consolidated, non-conflicting comments to Consultant.

6.2 Final Technical Memorandum #4

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

County Task 6 Deliverables:

6a List of County's Development Code Amendments

Consultant Task 6 Deliverables:

6A Draft TM #4

6B Final TM #4

TASK 8: IDENTIFICATION OF PREFERRED AND COST-CONSTRAINED SOLUTIONS

Objective: To identify preferred and cost-constrained solutions.

8.1 Draft Technical Memorandum #5: Preferred Plan

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

A. Selection of Preferred Solutions

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

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

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

B. Future Transportation Funding Plan

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

C. Transportation System Management and Operations

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

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

D. Transportation Safety Action Plan

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

8.2 Final TM #5

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

County Task 8 Deliverables:

8a Review and comment on TM#5

Consultant Task 8 Deliverables:

- 8A Draft TM #5
- 8B Final TM #5

TASK 9 DRAFT UPDATED - I TSP, IMPLEMENTING ORDINANCES AND FINDINGS

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

9.1 Draft Updated TSP

Consultant shall prepare a draft Updated TSP incorporating TMs #1 – #5. The Draft Updated TSP will use the 2018 TSP as a starting point and selectively update content and text as appropriate.

Draft Updated TSP must include:

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

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

1. Transportation System Summary (update to County’s Comprehensive Plan)
 - Overview of key projects and programs.
2. Transportation Goals, Plans, and Policies
 - Summary of Plans and Policy Review, Goals and Objectives, and recommended policy outcomes.
3. Existing Conditions
 - High level overview of existing conditions summary. More detailed analysis must be included in the appendix.
4. Future Conditions
 - High level overview of future conditions analysis, including future year growth scenario for the County and identified transportation needs. More detailed analysis must be included in the appendix.
5. Pedestrian Plan
 - Summary of identified and prioritized pedestrian focused infrastructure improvements and policies. Projects must include planning level cost estimates.
6. Bicycle Plan
 - Summary of identified and prioritized bicycle focused infrastructure improvements and policies. Projects must include planning level cost estimates.
7. Transit Plan
 - Summary of identified and prioritized transit focused infrastructure improvements and policies. Projects must include planning level cost estimates.
8. Motor Vehicle Plan (including Transportation System Management, and Truck/Freight Plan)

- Summary of identified and prioritized motor vehicle focused infrastructure improvements and policies, including an identified local freight route system. Projects must include planning level cost estimates.
9. Safety Plan (including school safety, corridor safety, and intersection safety needs and recommendations).
 - Summary of recommended TSMO policies and projects
 10. Funding/Implementation
 - Documentation of historical and projected transportation funding for the County.
 11. Plan Implementation Recommendations for ordinance amendments.
 12. Project cut-sheets for high-priority projects that summarize key project information.

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

9.2 Draft Implementing Ordinances and Draft Findings

Consultant shall prepare draft Implementing Ordinances for implementing the draft Updated TSP and its policies. Implementing Ordinances must identify Traffic Impact Analysis (“TIA”) requirements and develop language to incorporate into the County Code. TIA requirements may reference ODOT standards or provide text based on requirements of other similar Counties or ODOT.

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

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

9.3 Work Session with Crook County Commissioners

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

9.4 Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances and Final Findings

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

County Task 9 Deliverables:

- 9a Arrange and Conduct County Commissioner Work Session
- 9b Provide comments on draft updated TSP

Consultant Task 9 Deliverables:

- 9A Draft Updated TSP

- 9B Draft Implementing Ordinances
- 9C Draft Findings
- 9D Attend Work Session
- 9E Adoption Draft Updated TSP
- 9F Adoption Draft Implementing Ordinances
- 9G Final Findings

TASK 10: ADOPTION

Objective: To adopt Updated TSP and associated Implementing Ordinances

10.1 County Commission Hearing

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

10.3 Final Updated TSP and Final Implementing Ordinances

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

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

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

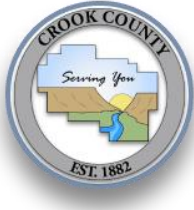
County Task 10 Deliverables:

- 10a Up to 2 Board of County Commissioner Hearings

Consultant Task 10 Deliverables:

- 10A Up to 2 Board of County Commissioner Hearings
- 10B Final Updated TSP and Final Implementing Ordinances

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

FAA AIP Grant Application Supplemental Information - Breakdown of Final Grant Amount

Airport: **Prineville-Crook County Airport (S39)**
 Sponsor: **Crook County**
 Project: **Runway 15-33 Reconstruction and Associated Improvements: Phase I - AGIS Survey, Design Survey, Geotechnical, Engineering Design and Bidding Service**
 AIP Number: **3-41-0051-021-2023**
 Date:
 FAA AIP Grant Programmed Amount = \$ 450,000
 FAA AIP Grant Request Amount = \$ 454,725
 Funded w/ NPE/ST/DI: **NPE**

Cost Classification	Amount Requested	Comments/Notes
1 Administration expense	\$ 7,500	<i>Project advertisement expenses, IFE expenses and misc. eligible Admin expenses</i>
2 Preliminary expense		
3 Land, structures, right-of-way		
4 Architectural/Engineering basic fees	\$ 497,750	<i>Approved Design Services fee (FAA approved 7/17/2023)</i>
5 Other Architectural engineering fees		
6 Project inspection fees		
7 Land development		
8 Relocation Expenses		
9 Relocation payments to Individuals and Businesses		
10 Demolition and removal		
11 Construction and project improvement		
12 Equipment		
13 Miscellaneous		
14 Subtotal (Lines 1 through 13)	\$ 505,250.00	
15 Estimated Income (if applicable)	\$ -	
16 Net Project Amount (Line 14 minus 15)	\$ 505,250	<i>rounded</i>
17 Less: Ineligible Exclusions (Section C, line 23 g.)	\$ -	
18 Subtotal (Lines 16 through 17)	\$ 505,250	
19 Federal Share requested of Line 18	90% \$ 454,725	
20 Grantee share	10% \$ 50,525	
21 Other shares	\$ -	
22 TOTAL PROJECT (Lines 19, 20 & 21)	\$ 505,250	

Additional Notes/Comments:

Sponsor's Authorized Representative: _____

Name: Kelly Coffelt
 Title: Airport Manager



AGENDA ITEM REQUEST

Date:

7/18/2023

Meeting date desired:

7/26 and/or 8/2

Subject:

Nurse Well-Being Grant Pass-through Agreement w/ Coos County

Background and policy implications:

Coos County has received a grant from the Oregon Center for Nursing and would like to pass through funds to Crook County. Grant funds are meant to support an organizational intervention that addresses a nurse-identified stressor. CCHD nurse home visitors have requested that funds support the implementation of streamlined patient orientation and enrollment through the purchase of tablets and updating of forms to be used digitally.

Budget/fiscal impacts:

\$11,996.53 has been budgeted to purchase devices and provide IT support.

Requested by:

Provide contact information: Katie Plumb | Director of Health & Human Services | kplumb@crookpublichealthor.gov | 541.447.5165

Presenters:

Joie Stephens, Family Health Services Supervisor | Katie Plumb, Director of Health & Human Services

Legal review (only if requested):

In review with legal

Elected official sponsor (if applicable):

N/A

**AGREEMENT FOR PASS THROUGH FUNDS
FROM GRANT AGREEMENT WITH THE OREGON CENTER FOR NURSING**

This Agreement is entered into on the last date set forth below by and between Coos County, a political subdivision of the State of Oregon, hereinafter County, and Crook County, a political subdivision of the State of Oregon, hereinafter Recipient.

RECITALS

A. Coos County has entered into a nurse wellbeing grant with the Oregon Center for Nursing. This Agreement enables the County to pass through funds to Crook County to carry out the objectives of the grant with the Oregon Center for Nursing.

B. The purpose of these funds is to implement effective changes designed to help Oregon's nurses get back to wellness by uncovering, mitigating, or preventing stressors at a systemic level through organizational interventions identified by the nurses being impacted. Coos, Crook and Jefferson counties have identified the ability to use technology (such as tablets) while out in the community as a means for improving nurse wellbeing. Funds approved for this award must be used in support of this aim.

NOW, THEREFORE, County and Recipient, on the terms and conditions hereinafter set forth, enter into the following Agreement:

1. Effective Date and Duration. This Agreement shall become effective on the date this Agreement has been signed by all parties hereto. Unless terminated or extended, this Agreement shall expire when County accepts Recipient's completed performance or on March 31, 2025, whichever date occurs first.

2. Recipient's Scope of Work. Recipient shall carry out all applicable provisions listed in the Scope of Work set forth in Exhibit A, attached hereto and incorporated herein by this reference. All work carried out by Recipient under this Agreement shall conform with the requirements of the grant agreement between the County and the Oregon Center for Nursing. A copy of this grant agreement is attached hereto as Exhibit B, and incorporated herein by this reference.

3. Compensation; County Obligations. County agrees to pay Recipient in the amount not to exceed \$11,996.53 for accomplishing the work required by this Agreement, including any allowable expenses. The payment to the Recipient may be made only in accordance with the schedule and requirement found in Exhibit A. County agrees to faithfully perform all obligations set forth in Exhibit A.

4. No Third-Party Beneficiaries. County and Recipient are the only parties to this Agreement. 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.

5. Indemnity. Recipient shall defend, save, hold harmless, and indemnify the County and its elected officials, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities and/or obligations of Recipient or its officers, employees, subcontractors or agents under this Agreement.

6. Records Maintenance; Access. Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance in accordance with this Agreement and its exhibits.

7. Compliance with Applicable Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable all activities under this Agreement. Recipient shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Agreement, and shall comply with any other standards or criteria described in this Agreement.

8. Termination

a. Parties' Right to Terminate for Convenience. This Agreement may be terminated at any time by mutual written consent of the parties.

b. County's Right to Terminate for Cause. County may terminate this Agreement, in whole or in part, immediately upon notice to Recipient, or at such later date as County may establish in such notice, upon the occurrence of any of the following events:

i. County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to meet the obligations of this Agreement;

ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project carried out under this Agreement is prohibited or County is prohibited from paying activities from the planned funding source; or

iii. Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, or fails to perform the work as set forth in Exhibit A.

9. Insurance Requirements

a. Recipient shall provide the County with proof of the following insurance coverage:

i. Workers' compensation coverage as required by law with a Waiver of Subrogation in favor of the county and to include employer's liability with limits of not less than \$500,000 per occurrence.

ii. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. All coverage shall be on an occurrence basis and not on a claim made basis.

iii. Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle with limits of not less than \$1,000,000 per occurrence.

All coverage shall be on an occurrence basis and not on a claim made basis.

10. Assignment of Agreement. Recipient shall not assign this Agreement or its obligations hereunder without the express written consent of the County. Any attempted assignment or without the written consent of the County shall be void.

11. Integration and Waiver. This Agreement and the attached exhibit 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 will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Agreement will not constitute a waiver by County of that or any other provision.

12. Severability. If any portion of this Agreement is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision will be severed from the Agreement and the remaining provisions will remain enforceable and in full effect.

RECIPIENT

COOS COUNTY
BOARD OF COMMISSIONERS

Signature

Chairman

Name Printed

Commissioner

Title

Commissioner

ADDRESS
CITY, STATE, ZIP
PHONE #

225 N. ADAMS
COQUILLE, OR. 97423
541-396-7535

Date

Date

EXHIBIT A
SCOPE OF WORK AND COMPENSATION

- A. This contract enables Coos County/Coos Health & Wellness (CHW) to pass through funds to Crook County that are paid to CHW through the Oregon Center for Nursing Nurse Wellbeing Grant.
- B. The purpose of these funds is to implement effective changes designed to help Oregon's nurses get back to wellness by uncovering, mitigating, or preventing stressors at a systemic level through organizational interventions identified by the nurses being impacted. Coos, Crook and Jefferson counties have identified the ability to use technology (such as tablets) while out in the community as a means for improving nurse wellbeing. Funds approved for this award must be used in support of this aim.
- C. Scope of Work

Responsibilities of Crook County are as follows:

1. Crook County agrees to accept full responsibility for submitting all required documentation to CHW in order to complete the objectives identified in the grant including interim and final reports to OCN.
2. Participate in monthly workgroup meetings with Coos, Crook and Jefferson counties (for purposes of developing survey questions, analyzing survey results, celebrate successes, etc.)
3. Submit interim and final reporting data. Dates are as follows:
 - **First interim report – June 30, 2023**
 - Second interim report – February 16, 2024
 - Final report – January 31, 2025 or 45 days after completion of this grant
4. Complete wellbeing surveys (through Survey Monkey) with the following dates:
 - Baseline
 - 6 months after intervention
 - 9 months after intervention
 - 12 months after intervention
5. Purchase 3 tablets and provide proof of purchase (such as copy of invoice to Coos Health & Wellness)
6. Purchase 3 Wi-Fi/hot spots and provide proof of purchase (such as copy of invoice to Coos Health & Wellness)
7. Train 3 home visiting staff on use of tablets and provide proof of training (such as copy of training roster)
8. Complete Oregon Center for Nursing's well-being survey

Responsibilities of CHW are as follows:

1. Facilitate monthly workgroup meetings with Coos, Crook and Jefferson counties
2. Support Crook County in converting WORD forms into PDF fillable forms while funding for admin support exists (roughly \$300)
3. Comply with the terms set forth on pages 12-23 of the agreement with OCN including:
 - Collate interim and final report data and submit to OCN
 - Complete and analyze wellbeing surveys
 - Participate in monthly (and as needed) meetings with OCN
 - Ensure staff receive training on new equipment and forms

D. Compensation:

1. CHW will incur no financial liability related to this agreement.
2. CHW will pass through \$11,996.53. Payment will be provided to Crook County in one lump sum within 45 days of this fully executed Agreement. Link to allocations is located here: <https://docs.google.com/spreadsheets/d/15Po-9YtI1Lrtfneh5LUZLhPraxgEcyr0VKSAV2AKT-A/edit?usp=sharing>
3. Crook County agrees to notify Coos County if any budgeted line item expense is under/over spent by 20%.

AGENDA ITEM REQUEST



Date:

July 17, 2023

Meeting date desired:

July 26, 2023 -- request for Execution

Subject:

Amendment No. 9 to community mental health, addictions, and problem gambling funding agreement.

Background and policy implications:

The County was informed back in March that OHA would extend the duration of the current funding agreement for behavioral health services by 6 months, rather than propose a new funding agreement. This was intended to allow time for negotiations between the State and counties over the terms of a successor contract.

The current funding agreement, no. 173132, expired on June 30. Just today we received the extension. In addition to extending the duration another 6 months, the amendment will increase funding significantly.

Because the existing agreement has expired, I'd like to request that this document be considered for execution at the work session, rather than waiting for the August 3 regular meeting. The County won't likely be allowed to draw on these funds until both parties execute the amendment, and the State won't execute it until it receives the signed copy back from the County. The sooner the County signs, the sooner the State will.

Budget/fiscal impacts:

This amendment offers \$660,553.03 in additional funding.

Requested by:

*Eric Blaine, County Counsel
Eric.blaine@crookcountyor.gov
541-416-3919*

Presenters:

Eric Blaine, County Counsel

Legal review (only if requested):

Legal has reviewed.

Elected official sponsor (if applicable):

N/A

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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**NINTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173132**

This Ninth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County** (“County”).

RECITALS

WHEREAS, OHA and County wish to extend the Financial Assistance Award through June 30, 2023 and amend the Agreement as follows.

AGREEMENT

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or June 30, 2023, whichever date is later per the authority under OAR 125-247-0288, and shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit C, “Financial Assistance Award”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2023**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured. **All references to the expiration date of June 30, 2023 in this Agreement shall be amended to December 31, 2023.**

2. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County 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.
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.

The remainder of this page is intentionally blank

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

7. Signatures.

Crook County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph Callahan, Assistant Attorney General, on June 06, 2023; e-mail in agreement file.

Attachment 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT													
MOD#: A0115													
CONTRACT#: 173132		CONTRACTOR: CROOK COUNTY											
INPUT CHECKED BY: _____		DATE CHECKED: _____											
SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#
		CODE			DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD	CODE	
FISCAL YEAR: 2023-2024													
63		420	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$3,349.03	\$0.00	A	1	Y	
63		421	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$1,456.10	\$0.00	A	1	Y	
63		450	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$2,475.37	\$0.00	A	1	Y	
TOTAL FOR SE# 63								<u>\$7,280.50</u>	<u>\$0.00</u>				
65		424	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$5,000.00	\$0.00	C	1	Y	1
65		837	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$1,500.00	\$0.00	C	1	Y	2
TOTAL FOR SE# 65								<u>\$6,500.00</u>	<u>\$0.00</u>				
66		420	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$654.88	\$0.00	A	1	Y	3
66		421	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$1,446.02	\$0.00	A	1	Y	3
66		450	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$15,847.35	\$0.00	A	1	Y	3
66		820	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$15,330.86	\$0.00	A	1	Y	3
TOTAL FOR SE# 66								<u>\$33,279.11</u>	<u>\$0.00</u>				
80		888	-0-	CROOK CO.	7/1/2023-12/31/2023	0 /NA	\$0.00	\$11,787.50	\$0.00	A	1	Y	
TOTAL FOR SE# 80								<u>\$11,787.50</u>	<u>\$0.00</u>				
81		888	-0-	CROOK CO. (Bestcare)	7/1/2023-12/31/2023	0 /NA	\$0.00	\$6,612.50	\$0.00	A	1	Y	0
TOTAL FOR SE# 81								<u>\$6,612.50</u>	<u>\$0.00</u>				
TOTAL FOR 2023-2024								<u>\$63,459.61</u>	<u>\$0.00</u>				
TOTAL FOR A0115 173132								<u>\$65,459.61</u>	<u>\$0.00</u>				

Financial Pages

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 07/13/2023

Contract#: 173132
REF#: 011

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0115 1 These funds are for A&D 65 IDPF Services for invoices from 07/01/2023 to 12/31/2023.
- A0115 2 A) These funds are for DUII Education services for Veterans. B) Funds are for A&D 65 services for invoices from 7/01/2023 to 12/31/2023.
- A0115 3 These funds must result in the delivery of A&D 66 Services to a minimum of 55 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 55 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/RSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.

MODIFICATION INPUT REVIEW REPORT

MOD#: MD737

CONTRACT#: 173132

CONTRACTOR: CROOK COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2023-2024													
		BASE	AID & ASSIST PROJECT										
1	804	AAF		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$33,921.00	\$0.00	A	1	Y		
							<u>\$33,921.00</u>	<u>\$0.00</u>	TOTAL FOR SE# 4				
		BASE	NI JAIL DIVERSION										
1	406	NIJAIL		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$106,666.67	\$0.00	A	1	Y		
		BASE	NI JAIL DIVERSION										
1	804	NIJAIL		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$4,784.38	\$0.00	A	1	Y		
							<u>\$111,451.05</u>	<u>\$0.00</u>	TOTAL FOR SE# 9				
		BASE	INVOICE SERVICES										
.7	804	INVOIC		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$4,229.00	\$0.00	C	1	Y		1
							<u>\$4,229.00</u>	<u>\$0.00</u>	TOTAL FOR SE# 17				
		CMHS	MH BLOCK GRANT										
10	301	BLOCK		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$9,997.20	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
10	804	MKNRMH		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$247,882.17	\$0.00	A	1	Y		
							<u>\$257,879.37</u>	<u>\$0.00</u>	TOTAL FOR SE# 20				
		BASE	CRISIS AND ACUTE TRA										
15	406	CATS		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$1,284.25	\$0.00	A 25A	1	Y		
		BASE	COMMUNITY CRISIS SER										
15	406	CRISIS		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$29,078.49	\$0.00	A	1	Y		
		BASE	CRISIS AND ACUTE TRA										
15	804	CATS		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$12,958.50	\$0.00	A 25A	1	Y		
		BASE	COMMUNITY CRISIS SER										
15	804	CRISIS		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$109,890.51	\$0.00	A	1	Y		
		BASE	CRISIS AND ACUTE TRA										
15	815	CATS		7/1/2023 - 12/31/2023	0 /NA	\$0.00	\$24,901.25	\$0.00	A 25A	1	Y		
							<u>\$187,613.00</u>	<u>\$0.00</u>	TOTAL FOR SE# 25				
							<u>\$595,093.42</u>	<u>\$0.00</u>	TOTAL FOR 2023-2024				
							<u>\$595,093.42</u>	<u>\$0.00</u>	TOTAL FOR MD737 173132				

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CROOK COUNTY
DATE: 07/14/2023

Contract#: 173132
REF#: 012

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2023-2025 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2023-2025 biennia, at the level proposed for the (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0737 1A) These funds are for MRS 17, which encompasses Invoice Services found in service elements 26,27,28,30,34 and 36 from 07/01/2023 to 12/31/2023 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate scheduled found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.