

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, August 21, 2019 at 9:00 a.m.
Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman, Oregon

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated August 22nd; Payroll Payables, August 13th, \$174,838
 - b. Oregon Youth Authority Intergovernmental Agreement #14287, Juvenile Crime Prevention Basic Services
- 5. Public Hearing –** Morrow County Government Center Progressive Design-Build Exemption from Competitive Bidding Requirements
- 6. Business Items**
 - a. Irrigon Building Project
 - b. Boardman to Hemingway Transmission Line Project Draft Proposed Order Comment Letter (Carla McLane, Planning Director)
 - c. Planning Commission Appointment Requests (Carla McLane)
- 7. Department Reports**
 - a. Planning Department Monthly Report (Carla McLane)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Sign documents**
- 11. Executive Session –** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 12. Executive Session -** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- 13. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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(For BOC Use)
Item #
4b

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 08/21/2019

Short Title of Agenda Item: OYA IGA Juvenile Crime Prevention Intergovernmental Agreement #14287

This Item Involves: (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution <input type="checkbox"/> Ordinance/Public Hearing: <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Public Comment Anticipated: Estimated Time: <input type="checkbox"/> Document Recording Required <input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Appointments <input type="checkbox"/> Update on Project/Committee <input checked="" type="checkbox"/> Consent Agenda Eligible <input type="checkbox"/> Discussion & Action Estimated Time: <input type="checkbox"/> Purchase Pre-Authorization <input type="checkbox"/> Other

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity: State of Oregon-Oregon Youth Authority	
Contractor/Entity Address: 530 Center St. NE Suite 500, Salem OR 97301	
Effective Dates – From: July 1, 2019	Through: June 30, 2021
Total Contract Amount: 35,900.00	
Budget Line: GL 101-112-3-30-3412	
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

	Department Head	
<small>DATE</small>		Required for all BOC meetings
Darrell J Green	Admin. Officer/BOC Office	
<small>DATE</small>		Required for all BOC meetings
	County Counsel	
<small>DATE</small>		*Required for all legal documents
	Finance Office	
<small>DATE</small>		*Required for all contracts; other items as appropriate.
	Human Resources	
<small>DATE</small>		*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The State of Oregon Intergovernmental Agreement Juvenile Crime Prevention Basic Services provides funds through Oregon Youth Authority to Morrow County's Juvenile Department. Our Juvenile Department uses these funds for detention during the biennium. We have \$35,900 for the biennium of 7/2019-6/2021. The funds are distributed on a reimbursement basis.

2. FISCAL IMPACT:

GL 101-112-3-30-3412 \$35,900

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

Motion to approve and sign OYA Agreement # 14287

Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Oregon Youth Authority Procurement Unit

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



Document Return Statement

August 12, 2019

Re: Agreement# 14287 hereafter referred to as "Contract."

Please complete and return the following documents:

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

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

Please complete the following:

I _____,
(Name) (Title)

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

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

(Authorized Signature) (Date)

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 #14287

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

WHEREAS, pursuant to ORS 190.110 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, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2021**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$35,900.00**. 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: _____

Amber Forster, Designated Procurement Officer

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: Via email 05102019 Date: _____

Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Susanna Ramus

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

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

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

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

17. "Service Plan" means the County's plan for 2019-2021 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 2019-2021 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.

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

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

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

**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 2019-2021 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, 2019 or after the termination date of this Agreement.

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

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

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

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

6. Records Maintenance, Access and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

10. Effect of Termination

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

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

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

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

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

To County: Christy Kenny
Morrow County
PO Box 412
Heppner, Oregon 97836
Voice: (541) 676-5642
Facsimile: (541) 676-9836
E-Mail: ckenny@co.morrow.or.us

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

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

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

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

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

17. Assignments, Successors in Interest.

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

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

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. 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 a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including

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

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

25. Ownership of Intellectual Property.

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

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

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

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

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time

(collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

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

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

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

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

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 outcome of reducing juvenile recidivism.

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 2017-2019 biennium. Until the Service Plan for the 2019-2021 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2017-2019 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2019-2021 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2017-2019 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.

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 Contractor 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 probable cause for a revocation to an OYA Close Custody Facility. Contractor shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. 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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL.

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

B. TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall

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

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

PROFESSIONAL LIABILITY:

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an

insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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





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

SERVICE	TOTAL
JCP BASIC	\$35,900.00

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

EXHIBIT C – SERVICE TRACKING IN JJIS

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

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

(For BOC Use)
Item #
5

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

Staff Contact: Darrell Green

Department:

Short Title of Agenda Item:

Phone Number (Ext):

Requested Agenda Date: 08/21/2019

OR-2019-11 Exempting from Competitive Bidding Requirements and use of Progressive Design Build for Morrow County Government Center

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input checked="" type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input checked="" type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: 10 minutes | Estimated Time: 10 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	DATE	Department Head	Required for all BOC meetings
Darrell J Green	8/19/2019	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The public hearing notice, published in the Daily Journal of Commerce on August 7, 2019, proposes an exemption from competitive bidding requirements based on Findings of Facts for the construction of the North Morrow County Government Center.

The Findings of Fact and Order are attached.

2. FISCAL IMPACT:

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

Motion to exempt the North Morrow County Government Center building project from competitive bidding requirements pursuant to Order Number OR-2019-11.

Attach additional background documentation as needed.

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

IN THE MATTER OF EXEMPTING THE)
CONTRACT TO CONSTRUCT A NEW) ORDER NO. OR-2019-11
NORTH MORROW COUNTY GOVERNMENT)
CENTER FROM COMPETITIVE BIDDING)

WHEREAS, ORS 279C.335(2) allows a public improvement to be constructed using the Progressive Design-Build (PD-B) method if the Board finds that it is in the County’s best interest, and

WHEREAS, in accord with ORS 279C.335(5) a public hearing was held this date by the Board of County Commissioners, and notice of the hearing was published not less than 14 days before the hearing in the manner required by law, and

WHEREAS, the Board of County Commissioners finds construction of the North County Government Center using a Progressive Design-Build method is unlikely to encourage favoritism or substantially diminish competition and will be in the County’s best interest for the following reasons:

1. In order for Morrow County to achieve a facility that will combine Public Safety (Sheriff’s Office, Parole and Probation, Justice Court, Juvenile, and the District Attorney’s Office) with Public Service departments (Planning, Veterans Affairs, County Clerk and Administrative offices) the Project will require a high-quality specialized engineering consultant and construction contractor for the Project.
2. While it is anticipated the Project has adequate funding, a precise determination of the overall Project budget can’t be made at this time. The Project would benefit greatly from having the Progressive Design Build assess the scope and phasing of the work and provide a more detailed review and cost estimate during the design phase and through the use of various work packages.
3. Value Engineering (“VE”) VE can be defined as an organized effort directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life-cycle cost consistent with required performance, quality, reliability, and safety. The PD-B method of contracting typically results in earlier, more reliable, and higher quality VE proposals produced for the projects. Additionally, since

sizable amount of Project design and planning will be accomplished with involvement and in conjunction with the PD-B contractor during the design development phase, Morrow County can expect to realize substantial benefits in the initial Guaranteed Maximum Price (GMP) contract price and related scope of work for this Project.

4. The general economy and construction market are experiencing spikes in commercial construction which appear to be trending into 2019 and beyond. Morrow County has reasons to believe the market appears favorable to attracting the most desirable type of experienced firms in the region. The bidder pools for most low-bid construction contract awards presently include a number of contractors that are not familiar with the specialized work that is required for this particular Project. The traditional Design-Bid-Build method would likely result in a contract award to a low-bid contractor who is not able to perform, or is at a higher risk level for performance, safety, or financial issues on a complex project. Due to these market conditions and risks, the PD-B procurement process is necessary to allow Morrow County to consider the qualifications of interested contractors and to successfully deliver this challenging Project.

5. Additional information/considerations in Exhibit A “Findings of Fact.”

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED: The construction of the North County Government Center is exempt from competitive bidding and may be constructed using a Progressive Design-Build method.

Dated this _____ day of _____ 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

EXHIBIT A

FINDINGS OF FACT SUPPORTING AN EXEMPTION FROM COMPETITIVE BIDDING REQUIREMENTS AND THE USE OF THE PROGRESSIVE DESIGN-BUILD CONTRACTING METHOD FOR CONSTRUCTING THE NORTH COUNTY GOVERNMENT CENTER

Before the Board of Commissioners of Morrow County, Oregon

Exemption Request of the Board of Commissioners of Morrow County)
Procurement Services for the North Morrow County Government Center) Findings of Fact
In Irrigon, Oregon.)

ORS 279C.300 and 279C.335(1) require, with certain exceptions, that all public improvement contracts be based on competitive bidding and, under ORS 279C.375, be awarded to the responsible bidder submitting the lowest responsive bid. ORS 279C.335(2) permits the Board of Commissioners (“BOC”), as the primary public contract review authority for Morrow County (“County”), to grant, under certain conditions, exemptions from the requirement for competitive bidding upon the approval of specified findings. Under OAR 125-246-0170(3)(a)(C).

Morrow County Board of Commissioners, who will be in charge of the Project may employ an alternative contracting method, provided that the Board of Commissioners issues an order stating conditions and approving findings that are in compliance with ORS 279C.330, ORS 279C.335(2) ORS 279C.335(2) identify required findings, factors to be considered and specific information to be provided as part of the agency justification for the exemption. ORS 279C.335(2) sets forth exemption criteria that must be addressed in the findings.

**I
BACKGROUND**

Project Description: New Government building constructed at 205 NE Third Street Irrigon, Oregon.

The current government building in Irrigon is aging and almost to the end of its useful life, which means the Project requires replacement of this building, in order to provide a safe, secure and productive environment for its current and future occupants. Future occupants will include relocating the Sheriff’s Office, District Attorney’s Office and the Juvenile Department from Boardman, Oregon, along with the Planning Department, Parole and Probation, Veterans Affairs and Clerk’s Office in Irrigon.

This Project requires highly experienced engineers and contractors who have worked on similar projects. The Project also will require precise coordination between Project engineers, contractors and Morrow County personnel. Construction work on the Project needs to commence as soon as possible due to the current conditions of the building and work environment, which clearly involves a very tight construction schedule. Morrow County Board of Commissioners determined that, given the demanding Project schedule, budget and design requirements, the specialized architectural/engineering (“A&E”) consultant requirements and the unique construction contractor requirements, an alternative contracting method would be more appropriate than the traditional low-bid design/bid/build (“DBB”) construction project delivery approach.

Morrow County proposes to use the progressive design-build (“PD-B”) construction contracting project delivery process for the Project, where the Project design services, construction work and related services/work (as more particularly described below) will be provided by one Project contractor, as an alternative to the low-bid DBB process. In accordance with the applicable statutes and administrative rules, Morrow County, will use a Request of Qualifications and Request for Proposals (“RFP”) competitive

procurement selection process, where price, qualifications and other non-price evaluation factors will be used.

The planned work under the resulting PD-B contract will consist of design services, construction services/work, programming value engineering services, Project permitting and all other support services needed to complete the Project. Morrow County will employ all reasonable cost saving and energy saving methods during this Project. Therefore, Morrow County requests the use of the PD-B project delivery method for the Project.

ORS 279C.335(2) and 279C.350(1) require certain findings as a part of exempting public improvement contracts or classes of public improvement contracts from competitive bidding. ORS 279C.330(2) provides that “findings,” as used in ORS 279C.335, “means the justification for a conclusion that a contracting agency or State agency, in seeking an exemption from the competitive bidding requirement of ORS 279C.335(1), reaches based on the considerations set forth in ORS 279C.335(2).” ORS 279C.350(1) provides that, with respect to an exemption request regarding a specific public improvement contract, the County Administrator/County Counsel shall issue an order that sets forth findings, as described in ORS 279C.330(1), supporting the decision to grant or deny the request for the exemption.

Accordingly, County Administrator, on behalf of the Board of Commissioners, submits the following findings to support the decision to use a competitive PD-B procurement and contracting process for the Project, as an alternative to the low-bid DBB method.

II FINDINGS REGARDING REQUIRED INFORMATION

ORS 279C.330(1) provides that: “As used in ORS 279C.345 and 279C.350, “findings” means the justification for a contracting agency conclusion that includes, but is not limited to, information regarding:

- (1) Operational, budget and financial data;
- (2) Public benefits;
- (3) Value engineering;
- (4) Specialized expertise required;
- (5) Public safety;
- (6) Market conditions;
- (7) Technical complexity; and
- (8) Funding sources.

County Administrator finds that many of these criteria support the decision to use the PD-B contracting method for the Project. This finding is supported by the following facts:

1. **Operational, Budget and Financial Data:** While it is anticipated the Project has adequate funding, a precise determination of the overall Project budget can’t be made at this time. The Project would benefit greatly from having the PD-B assess the scope and phasing of the work and provide a more detailed review and cost estimate during the design phase and through the use of various work packages. This additional input would allow Morrow County to fund or locate the funds as needed. These Project budget adjustments cannot be effectively accomplished with a traditional DBB contracting process. Morrow County anticipates a lower overall cost and better value using the PD-B contracting method.

The PD-B process will assist in developing a scope of work and construction documents that meet the requirements of the Project with significantly lower risk of cost overruns, particularly with the use of a guaranteed maximum price (“GMP”) contract pricing method, where most of the risk of the unknowns will be absorbed by the PD-B contractor. The resulting PD-B contract will

establish, within the GMP, the allowable fees, allowances and Project costs of the construction work.

2. Public Benefits: The public will benefit by consolidating the majority of county public services to one location by bringing the District Attorney Office, Juvenile Department, Veteran Services and the Clerk Office currently located throughout north Morrow County. The Irrigon Annex, which houses the Planning Department, Justice Court and Parole and Probation do not have adequate space to properly serve the public. To achieve these goals and to successfully complete the Project within this very tight schedule and meet our budget requirements, the PD-B approach should be applied to the Project.

3. Value Engineering: Value Engineering (“VE”) is encouraged by Morrow County. VE can be defined as an organized effort directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life-cycle cost consistent with required performance, quality, reliability, and safety. The PD-B method of contracting typically results in earlier, more reliable, and higher quality VE proposals produced for the projects. Additionally, since sizable amount of project design and planning will be accomplished with involvement and in conjunction with the PD-B contractor during the design development phase, Morrow County can expect to realize substantial benefits in the initial GMP contract price and related scope of work for this Project.

The unique relationship of the owner, the PD-B contractor and the rest of the PD-B contractor’s team under the PD-B process for project delivery fosters a team approach, which should result in significant value engineering. Standard low-bid procurement obtains pricing only after the design has been fully completed and does not allow for pertinent input from the contractor. Plans and specifications which identify alternative materials that add value may be aptly developed during the design phase by using the PD-B procurement methodology. Alternative materials would be included in the pricing BEFORE the PD-B contract is awarded, reducing the number of change orders and lesser value deductions during construction of the Project. In addition, the benefit of value engineering in a PD-B GMP pricing method would mean likely savings accruing to the County.

4. Specialized Expertise: It is important for Morrow County to achieve a high-performance, energy efficient building which will have a unique design to house the Sheriff’s Office and Justice Court in the same building with public service departments and with the objective of a tight construction schedule and budget. The construction of the building will require a high quality specialized engineering consultant and construction contractor for the Project.

5. Public Safety: The PD-B contractor will be able to provide safe work zones during construction of the Project, providing safe access for PD-B contractor workers, any other Project contractor or consultant personnel, owner personnel and the general public as needed, while performing work in and around the Project sites. In addition, it will be important for the PD-B contractor to protect the public from any incidents at the building entrances, as well as around the building perimeter. Mitigation of public risk concerns demands the inclusion of the required approach, skills and experience using proven systems as criteria when selecting a qualified contractor through a PD-B competitive procurement process, rather than the traditional and much more limited low-bid award process. The PD-B procurement method would result in the selection of a well-qualified PD-B contractor capable of safely performing the Project’s scope of work.

6. Market Conditions: The general economy and construction market is experiencing spikes in commercial construction which appear to be trending into 2020 and beyond. The PD-B method allows for more control over these market pressures and the PD-B contractor can assist in developing design documents, work plans and bid packages that best accommodates the market. Morrow County has reasons to believe the market appears favorable to attracting the most desirable type of experienced firms in the region. Due to these market conditions and risks, the PD-B procurement process is necessary to allow

Morrow County to consider the qualifications of interested contractors and to successfully deliver this challenging Project.

7. **Technical Complexity:** The Project requires a PD-B contractor with in-depth background knowledge of the technical issues that contribute to the complexity of the Project. A PD-B contractor with specialized skills and expertise will be required to identify and price multiple possible solutions for current and hidden conditions, A high level of communication, coordination and trust among Morrow County, the PD-B contractor and the other members of the PD-B contractor's team is required, which would be facilitated by the PD-B approach for the Project.

8. **Funding Sources:** Morrow County funds for the Project, are anticipated to come from General or SIP funds. The total budget has yet to be determined at this time. It will be necessary to have a PD-B contractor that can help with the budget and cash flow projections.

II FINDINGS REGARDING COMPETITION

ORS 279C.335(2) requires that an agency make certain findings as a part of exempting public improvement contracts or classes of public improvement contracts from competitive bidding. ORS 279C.335(2)(a) requires an agency to find that: *"The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts."*

DAS finds that selecting the contractor through an exempted selection process for the PD-B alternative contracting method, as described in this document, is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts. This finding is supported by the following:

1. **Solicitation Process:** Morrow County proposes to use the PD-B process as a proposed alternative to the competitive bid process for the Project. In accordance with applicable public contracting statutes and administrative rules, Morrow County will use a selection process utilizing a two-step RFQ and RFP competitive procurement selection process. Morrow County will publish all legal notices in the Daily Journal of Commerce in order to provide project information to all interested PD-B contractors. All qualified firms will be able to participate in an open, competitive selection process. Evaluation of the proposals will be accomplished by an objective committee and rated based on a predetermined list of criteria.

2. **Solicitation Advertisement:** Pursuant to ORS 279C.360, the PD-B solicitation will be advertised in the Daily Journal of Commerce. In addition, solicitation documents will be available on the Morrow County website, <https://www.morrow.or.us/rfps>.

3. **Growing Pool of Contractors:** With the increase in the use of alternative contracting, there is a growing pool of contractors qualified to lead the PD-B effort. The selection process will be open and available to all qualified contractors.

4. **Good Competition:** An open and competitive solicitation process will provide an opportunity to qualified contractors with experience in the PD-B method for Project delivery and with key qualifications associated with the unique subject matter involved in the Project. It is anticipated that competition will be similar to that experienced in other projects of this type and size. The final selection will be made on the basis of price and non-price factors, and thereby expands the grounds of competition used in traditional low-bid procurements beyond price alone, to include qualifications and innovation factors.

IV
**FINDINGS REGARDING SUBSTANTIAL COST SAVINGS AND OTHER SUBSTANTIAL
BENEFITS TO THE PUBLIC CONTRACTING AGENCY**

ORS 279C.335(2) requires that a public agency make certain findings as part of exempting public improvement contracts or classes of public improvement contracts from competitive bidding. ORS 279C.335(2)(b) requires, in pertinent part, that an agency find that: *“Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption...”*

ORS 279C.335(2)(b) further provides, in pertinent part, as follows:

Morrow County finds that selecting the contractor through an exempted selection process will likely result in substantial cost savings and other substantial benefits to the contracting agency. This finding is supported by the following:

1. Fewer Changes at Less Cost: Under a PD-B contract, the only changes that affect the cost of the building improvements to the owner are changes to the scope of work that are made by the owner. Careful project planning that includes a clearly defined scope of work is critical to the success of a PD-B project by limiting the number of contract change orders. A GMP for a PD-B contract provides assurances that risk associated with costs within the scope of work are borne by the PD-B contractor.

2. Better Informed Decisions: The unique project team relationship between the design and construction entities in a PD-B contract provides early input on design decisions that allow for value engineering which may provide significant cost reductions without affecting the overall schedule. In addition, better informed and timely decisions within the design and construction team facilitates schedule reductions, which will likely result in substantial cost savings to the County. Cost savings to the County due to the reduction in overall schedule, when combined with value engineering construction components and compared to the conventional DBB project approach, could reach 10% of the original construction estimate. This estimate is based on past experience within the construction industry when the PD-B method has been employed versus the traditional DBB method.

3. Matching Budget and Scope: Having the PD-B contractor as a part of the Project team and developing an early GMP assures that the Project scope can be maximized by a more refined budget analysis. The PD-B contractor will have to reconcile with a Project cost estimate provided by the A&E to establish a GMP for the Project. This process will offer the County an opportunity to maximize its budget value by ensuring that the scope very closely matches budget estimates with the reduced risk of a GMP. Additionally, a more concise cost estimate at the beginning of construction will save costs to the Project by reducing change orders. The PD-B contract will allow the County to include alternate work packages, so the Project scope can be managed to budget requirements, if budget projections change.

4. Size and Technical Complexity: The PD-B project delivery method will provide the opportunity to identify, evaluate and rank PD-B Teams proficient with performing comparable projects in size and technical complexity, which would not be available in the traditional DBB process. This Project requires expertise that is necessary for teams intimately familiar with complex systems and operations of this size and scale to reduce risks to the County.

5. Value Engineering: The PD-B project delivery method will provide the opportunity for value engineering that would not be available in the traditional DBB process. Past projects administered by DAS EAM using the PD-B method have resulted in hundreds of thousands of dollars in savings. Substantial cost savings are expected to accrue to the State by the use of the PD-B contracting method by utilizing various value engineering components, i.e. construction materials and methods, site layout and overall finish

elements. The early involvement of the PD-B contractor will assist with establishing design methods that will facilitate construction in the field, and establish construction means and methods early in the design process. Under the traditional DBB approach, the means and methods are established only after a project has been completely designed, creating the potential for significant cost impact. The PD-B method provides the opportunity for a compressed design and construction schedule, with lower change order rates and schedule extensions.

V CONCLUSION

Use of the PD-B alternative contracting method for the North County Government Center is an appropriate use of that alternative contracting method for the Project. An exemption from the competitive bidding requirements for the Project is justified under the criteria outlined in ORS 279C.335(2) and ORS 279C.330, based upon the previously listed findings.



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

(For BOC Use)
Item #
lpb

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

Presenter at BOC: Carla McLane
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: 08-21-2019

Boardman to Hemingway transmission line
Draft Proposed Order comment letter

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 08192019 Department Director Required for all BOC meetings
[Signature] 8/19/19 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached is the DRAFT comment letter related to the proposed Boardman to Hemingway transmission line. It is written for my signature on the behalf of the Board who serve as the Special Advisory Group (SAG) (this is outlined in the letter).

2. FISCAL IMPACT:

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

"I move approval of the comment letter (with changes as discussed) to be submitted to the Oregon Department of Energy in relation to the Boardman to Hemingway transmission line project, to be signed and delivered by Carla McLane, Morrow County Planning Director."

Attach additional background documentation as needed.

August 19, 2019

Kellen Tardaewether, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE
Salem, Oregon 97301

Ms. Tardaewether,

This letter, prepared and delivered by the Morrow County Planning Director, is comment from the Morrow County Board of Commissioners, serving as the Special Advisory Group, or SAG, for the Boardman to Hemingway transmission line project. It is hard to believe that we are finally here. Morrow County's involvement in this project dates back to 2007, now a dozen years ago.

In reviewing the Draft Proposed Order (DPO) the following have come to our attention that we are asking for either further review or amendment, as appropriate:

- Pine City Road: On page 23, line 27, there is a reference to Pine City Road. There is not a Pine City Road in Morrow County. In previous comment Morrow County identified that the misnamed road is most likely Little Butter Creek Road (Morrow County comment letter 09142017).
- General Standard of Review: This discussion begins on page 47 line 17. There are two comments related to this section.
 - A typographical error occurs on pages 50, 51 and 53 in the heading of Conditions 1, 2 and 5 where the words "Standard of Review" are currently written as "of Review Standard."
 - Morrow County would like to request that as part of Recommended General Standard of Review 6 on page 53 line 15 under (c) the counties be added as follows: In compliance with all applicable permit requirements of other state agencies *and counties*.
- Land Use: The discussion of land use begins on page 95 line 32 with the Morrow County discussion beginning on page 100 line 20. As part of the discussion concerning facility components on land zone General Industrial and Port Industrial there is a clear requirement for the facility to obtain a Zoning Permit. However, no Zoning Permit is called out in Land Use Condition 1(a). We ask that this be added to that list of necessary permits.

Because the transmission line is an "utility facility necessary" and is not subject to Conditional Use Permit review, coupled with the goalpost rule retaining review under an older version of the Morrow County Zoning Ordinance, there is a bit of frustration that the Department has determined that no permits should be issued for the facility on land zoned as Exclusive Farm Use. Other recent transmission line permits that have been issued in Morrow County have been completed as a Land Use Decision, requiring notice and review under the standards found in Oregon Revised Statute 215.275. Morrow County would request that a requirement be added to Land Use Condition 1 requiring the applicant to obtain a Land Use Decision for the portion of

transmission facility on land zoned for Exclusive Farm Use. This would keep Morrow County whole under Oregon Revised Statute 469.401 by allowing us to issue a permit and retaining our authority to obtain an application fee.

- **Statewide Planning Goals:** An evaluation of the Statewide Planning Goals begins on page 216 at line 21 and continues to page 222 line 24 where the Goal 4 Exception discussion begins. Goal 1 through 9 and then 12 are discussed; not identified or discussed are Goal 10, 11, 13 and 14. And yet each of those aspects of Statewide planning are contained within the DPO. Temporary housing and impacts to housing stock is discussed (Goal10); the need for various public services and impacts to urban communities are reviewed (Goals 11 and 14); and the entire notion of this project being reviewed by the Oregon Department of Energy should warrant some discussion about energy (Goal 13). I am confident, based on the discussion of these activities throughout the DPO as well as the discussion of the other Statewide Planning Goals, that Department staff should be able to address these four Statewide Planning Goals.
- **Scenic Bikeways:** On page 452 within Table R-1: Important Recreation Opportunities, the counties where the Grand Tour Scenic Bikeway and the Blue Mountain Scenic Bikeway have been transposed.
- **Traffic Safety:** Starting on page 484 line 15 is the discussion of Traffic Safety. Morrow County would like to request that as part of Public Services Condition 1(b)(iii) a requirement for the applicant to include as part of their submittal Geographic Information System (GIS) shape files also be submitted to facilitate permit processing within the various review departments of Morrow County. This request could also be incorporated into Land Use Condition 1(a) or Land Use Condition 2.
- **Fire Protection:** The discussion of Fire Protection starts on page 504 line 7 and continues to page 511 line 29. Two comments follow concerned with the discussion of fire protection.
 - The listing of fire departments found in Table PS-9 on pages 505 and 506 does not list the Heppner Rural Fire Protection District, however a portion of the proposed route does travel through their service territory.
 - Morrow County is concerned that this section, as well as the earlier section addressing forest practices, identifies fire protection and prevention concerns with a focus on forest land. Much of the proposed transmission line route in Morrow County, while not in forested areas, is still remote with a high risk for fire impacts. The distance from main fire stations within Heppner or Boardman could still require a significant period of time for either fire or emergency response to arrive on scene of an incident. The discussion should be broader to address this limited response time regardless of the vegetation in the area of construction.
- **Waste Minimization:** The Waste Minimization discussion begins on page 514 line 18 addressing most of the usual Morrow County concerns and incorporating our Solid Waste Ordinance provisions. We would like to add that any recycling that is accomplished by the applicant or contractors as part of the construction also report those recycling efforts in such a way as to benefit the Morrow County watershed, a Department of Environmental Quality reporting requirement. This could be added to Waste Minimization Condition 1.

- Noxious Weed Plan: During review of the Noxious Weed Plan, Attachment P1-5 of the Draft Proposed Order, it was identified that several weeds which are present in Morrow County are identified as not being present. They are Cereal Rye, Ventenata, and Plumeless Thistle.

Thanks for the opportunity to comment on the Boardman to Hemingway transmission line project. The economic impact of the construction and the improvement to the delivery and movement of bulk power in the inland northwest will both be positive impacts to Morrow County. The Conditions that are proposed to be within the Final Order and Site Certificate hold the development accountable to potential impacts, balancing the project benefits with the impacts of a development of this scale.

Should you have any questions about this comment letter, or need further information, please contact me at 541-922-4624 or by email at cmclane@co.morrow.or.us.

Cordially,

Carla McLane
Planning Director

cc: Morrow County Board of Commissioners
Matt Scrivner and Sandra Pointer, Morrow County Public Works Director
Dave Pranger, Morrow County Weed Coordinator/Inspector
Jeff Maffuccio, Idaho Power Company
Steve Rhea and Rusty Estes, Heppner Fire District
Marc Rogelstad and Marty Broadbent, Boardman Rural Fire Protection District
Sheryll Bates, Willow Creek Valley Economic Development Group



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

(For BOC Use)
Item #
40

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

Staff Contact: Carla McLane
Department: Planning

Phone Number (Ext): 5055
Requested Agenda Date: 08/21/2019

Short Title of Agenda Item: Planning Commission Appointments
(No acronyms please)

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane 08/19/2019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Planning Commission has two unfilled positions. One vacancy for the Irrigon area and one vacancy for the Boardman area.

Sue Oliver resigned in February 2019 from the Irrigon position and Michelle Seeley resigned in July 2019 from the Boardman position.

Recruitment efforts for both vacancies have included advertising and press releases via newspaper, and for the Irrigon position letters to individuals who previously indicated interest in serving on the Planning Commission. These efforts have now yielded a letter of interest for the Irrigon and Boardman areas.

The candidates are Stanley Anderson for the Irrigon position and Karl Smith for the Boardman position. Their interest letters are attached.

2. FISCAL IMPACT:

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

As your Planning Director I recommend the motion, "I move to appoint Stanley Anderson to Planning Commission Position 3 serving the greater Irrigon area, fulfilling the term ending December 31, 2020. This appointment is from August 21, 2019 through December 31, 2020."

As your Planning Director I recommend the motion, "I move to appoint Karl Smith to Planning Commission Position 9 serving the greater Boardman area, fulfilling the term ending December 31, 2021. This appointment is from August 21, 2019 through December 31, 2021."

Attach additional background documentation as needed.

Morrow County Planning Commission

PO Box 40 Irrigon, Or 97844

Dear Carla,

First I want to thank you for inviting me to serve on the Planning Commission of Morrow County in Irrigon. I am interested in doing what I can for improvements to our small city.

I served in the Navy SeaBees for 4 years active and 20 years reserve where I learned various types of building methods. I also served as a building inspector and resident officer in charge of construction (ROIC) and I retired as a senior chief. During my reserve time I worked as an Ironworker out of local 84 in Houston, Texas where I helped build many of the sky scrapers in Houston. I also taught at the Ironworker's apprenticeship program in Houston since 1973. After I retired, my wife and I moved to Irrigon to become the caretakers of the Marina Park. After three years we retired. Then I served three years on the Park Board.

Now we enjoy being retired and working at our church to improve conditions for the needy and down-trodden from the Family Closet. I also give haircuts to whoever needs one and repairs things for others. My wife and I are also volunteer drivers for Morrow County Transportation (The Loop). We have lived in Irrigon for 12 years.

Thank you for your consideration in this position.

Sincerely,

Stanley W Anderson ,

[REDACTED]
[REDACTED]
Irrigon, Or 97844

Shambra Cooper

From: [REDACTED]
Sent: Saturday, August 17, 2019 6:43 AM
To: Shambra Cooper
Subject: Application for planning commision. Boardman area

STOP and VERIFY - This message came from outside of Morrow County Government.

Karl Smith

[REDACTED]
Boardman, Or
97818
[REDACTED]

This letter is a request for your consideration to be appointed to fill a vacancy in the planning commision I moved to Morrow county in 1972 and have owned property here since 1976. I have always worked in construction or agriculture. Having recently sold our farm I will be able to spend the necessary time that will be required I have always been interested in land use issues and feel this would be a way to start to give something back to the community

Thank you
Karl Smith



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
 Irrigon, Oregon 97844
 (541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
 From: Carla McLane, Planning Director
 Date: August 16, 2019
 RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during the last half of August, September and further into the year. It is not exhaustive.

Buildable Lands Inventory and Housing Analysis:

Much thanks to the Planning Commission and Board of Commissioners for the great conversation around the Housing Strategies Report. A lot of effort has gone into this final Report which should provide some much needed input into both Goal 10 Housing updates as well as development code amendments. Adoption of the Housing Strategies Report by Morrow County as a guidance document is the next step prior to engaging in a number of activities currently being defined by Planning staff as Housing Phase II. Currently envisioned in this next set of work tasks is a Goal 10 Housing update, amendments to our current residential use zones, creation of a 10-acre residential use zone, replace our residential design standards, incorporate accessory dwelling unit requirements, replace our planned unit development standards with opportunities that can be implemented, and other clean ups that I've either forgotten or haven't yet identified.

As part of the discussion on Wednesday I will be seeking a determination about how the Board wants to proceed with adoption – adopt by Resolution on your next Consent Agenda, or have a public hearing to consider the Housing Strategies Report prior to adoption.

Code Enforcement:

The Code Enforcement Task Force will have its first meeting on Tuesday, August 27, at 1:30 p.m. at the Lexington Public Works conference room. So far there appears to be a willingness to attend and engage in the conversation. I am working to generate the 'work plan' for this effort incorporating the following objectives: what is the objective of enforcement, what are the roles of the various persons identified as 'code enforcement officers,' and who should be responsible for enforcement. These objectives will become clear through a variety of topics that will be covered.

Green Energy Corridor:

Rulemaking is getting underway with the first meeting looking to be in early September. When I know more I'll pass it along.

Navy Meeting:

Please reserve Tuesday, September 17, 2019, from 2:00 p.m. to 4:00 p.m. for a meeting with the Commander for Naval Air Station Whidbey Island that also includes the Boardman Bombing Range. The meeting will be held at the Port of Morrow Riverfront Center in the Riverfront Room. The final list of topics is still under development. The roll out of the Range Air Installation Compatible Use Zones (RAICUZ) Study will take center stage.



ENERGY FACILITY SITING COUNCIL

Energy Facility Siting Council Meeting Notice and Agenda

**Port of Morrow – Riverfront Room
2 Marine Drive
Boardman, OR**

Thursday, August 22, 2019 at 3:00 p.m.

Friday, August 23, 2019 at 8:30 a.m.

Please Note: Every effort will be made to consider items as they are indicated. However, the Council agenda and the order of agenda items are subject to change.

Thursday, August 22, 2019

Roll Call and Opening Remarks

- A. Wheatridge Wind Energy Facility, Draft Proposed Order on Request for Amendment 4 of the Site Certificate (Information Item)** – Sarah Esterson, Senior Siting Analyst. The Council will receive a presentation on the Draft Proposed Order on Request for Amendment 4 of the Wheatridge Wind Energy Facility site certificate; a public hearing will be conducted as Agenda Item C; the comment period extends through September 9, 2019. Request for Amendment 4 (RFA4) seeks Council approval to add 1,527 acres to the approved site boundary within Morrow County for construction and operation of up to 150 megawatts (MW) of photovoltaic solar energy facility components, up to 41 distributed energy storage (battery) system sites and expansion the Wheatridge West collector substation. RFA4 also seeks Council approval for site certificate condition amendments. The certificate holder's RFA4 and the Department's Draft Proposed Order on RFA4 are available for review at: [Department's Wheatridge Wind Energy Facility webpage](#).
- B. Perennial Wind Chaser Station, Draft Proposed Order on Request for Amendment 1 of the Site Certificate (Information Item)** – Katie Clifford, Senior Siting Analyst. The Council will receive a presentation on the Draft Proposed Order on Request for Amendment 1 of the Perennial Wind Chaser Station site certificate; a public hearing will be conducted as Agenda Item D, which will then conclude the public comment period. Request for Amendment 1 (RFA1) seeks Council approval to extend the construction commencement and completion timelines by two years for the previously approved 450 MW natural gas-fueled power generation facility and related or supporting facility components. The certificate holder's RFA1 and the Department's Draft Proposed Order on RFA1 are available for review at: [Department's Perennial Wind Chaser Station Webpage](#).

C. Site Certificate Amendment Process Rulemaking (Action Item) – Patrick Rowe, Department of Justice and Christopher Clark, Rulemaking Coordinator. On October 24, 2017, the Energy Facility Siting Council filed Permanent Administrative Orders EFSC 4-2017 and EFSC 5-2017, amending OAR 345-025 and 345-027. The rules were intended to improve the process by which the Council reviews requests for amendments to site certificates. On August 1, 2019, the Oregon Supreme Court decided that these rules were invalid because the Council failed to substantially comply with ORS 183.335(3)(d) because Council did not provide a written statement identifying how it would later determine whether the proposed rules were accomplishing their objective. In addition, the Court held that the Council exceeded its statutory authority by adopting rules that limited the scope of judicial review of an order amending a site certificate under the Type B review process. Council will consider two actions to address these issues:

- I. The Council will first consider adopting temporary rules to replace the amendment rules adopted on October 24, 2017. The temporary rules would be similar to the October 2017 amendment rules, except that they would include modifications to:
 1. Establish that the Department and Council will apply the temporary rules to requests for amendments and other review processes submitted on or after October 24, 2017 for which Council or the Department has not yet made a final decision, without requiring certificate holders to resubmit a new request for amendment or amendment determination request.
 2. Amend provisions identified by the Supreme Court as exceeding the Council’s statutory authority because they limited judicial review under the Type B review process.
- II. The Council will then consider initiating a rulemaking process to adopt permanent rules for the review of amendments to site certificates. Council must adopt permanent rules within 180 days. Council may adopt permanent rules that are the same as temporary rules, or may make modifications based on input from stakeholders. Staff recommends Council solicit written advice from stakeholders on potential improvements to the amendment rules prior to issuing a Notice of Proposed Rulemaking.

D. [5:00 pm] Wheatridge Wind Energy Facility, Public Hearing on the Draft Proposed Order on Request for Amendment 4 of the Site Certificate (Hearing) – Barry Beyeler, Council Chair/Presiding Officer. The public hearing on the Draft Proposed Order on Request for Amendment 4 (RFA4) of the Wheatridge Wind Energy Facility site certificate will begin after Council receives a brief overview from staff. The purpose of the hearing is for members of the public to provide verbal comments to Council members on RFA4 and the Draft Proposed Order on RFA4. RFA4 seeks Council approval to add 1,527 acres to the approved site boundary within Morrow County for construction and operation of up to 150 MW of photovoltaic solar energy facility components, up to 41 distributed energy storage (battery) system sites and expansion of the Wheatridge West collector substation. RFA4 also seeks Council approval for site certificate condition amendments. The written comment period on the draft proposed order and amendment request is open until September 9, 2019 at 5:00 PM, unless extended by Council.

E. [5:45pm] Perennial Wind Chaser Station, Public Hearing on the Draft Proposed Order on Request for Amendment 1 of the Site Certificate (Hearing) – Barry Beyeler, Council Chair/Presiding Officer. The public hearing on the Draft Proposed Order on Request for Amendment 1 (RFA1) of the Perennial Wind Chaser site certificate will begin after Council receives a brief overview from staff. The purpose of the hearing is for members of the public to provide verbal comments to Council members on RFA1 and the Draft Proposed Order on RFA1. RFA1 seeks Council approval to extend the

construction commencement and completion timelines by two years. The comment period on the Draft Proposed Order and RFA1 closes at the end of the hearing, unless extended by Council.

Friday, August 23, 2019

- F. Consent Calendar** – Approval of minutes; Council Secretary Report; and other routine Council business.
- G. The Climate Trust Audit Update (Information Item)** – Maxwell Woods, Acting Council Secretary. The Council will receive a presentation on The Climate Trust’s 2017 Financial Audit.
- H. [9:00 am] Rulemaking Hearing: 2019 Housekeeping Rulemaking Project (Hearing)** – Christopher Clark, Rules Coordinator. The Council will receive oral public comments on the proposed amendments to OAR chapter 345. The deadline to provide the Council with oral or written comments on the proposed rule amendments is the close of the hearing.
- I. Perennial Wind Chaser Station, Council Review of Draft Proposed Order on Request for Amendment 1 of the Site Certificate (Information Item)** – Katie Clifford, Senior Siting Analyst. Council will review the Draft Proposed Order, consider comments received on the record of the Draft Proposed Order public hearing, and may provide comments to staff on the Draft Proposed Order for consideration in the Proposed Order.
- J. Public Comment** – This time is reserved for the public to address the Council regarding any item within the Council’s jurisdiction that is not otherwise closed for comment.
- K. Nolin Hills Wind Power Project, Request for Extension of Notice of Intent Timeline (Action Item)** – Katie Clifford, Senior Siting Analyst. Council will consider a request from Capitol Power Corporation to extend the expiration date for the Notice of Intent for the proposed Nolin Hills Wind Power Project by one year.
- L. Montague Wind Power Facility, Council Review and Decision on Amendment 4 of the Site Certificate (Action Items)** – Chase McVeigh-Walker Senior Siting Analyst. Council will review the Proposed Order on Amendment 4 and will either adopt, modify, or reject the proposed order as the final order. Request for Amendment 4 seeks Council approval of the following: Expansion of the site boundary and micro-siting corridor; construction and operation of up to 81 wind turbines; construction and operation of a solar photovoltaic generating system of up to 1,189 acres; construction and operation of up to a 100-megawatt battery storage system, and related or supporting facility components.
- M. Summit Ridge Wind Farm, Council Decision on Requests for Contested Case; and the Amended Proposed Order on Request for Amendment 4 of the Site Certificate (Action Items)** – Maxwell Woods, Acting Council Secretary. The Council will first consider requests for contested case on the Amended Proposed Order on Request for Amendment 4 of the Summit Ridge Wind Farm site certificate. If Council accepts a contested case request, it will direct a contested case to be conducted. If Council denies all contested case requests, Council will proceed to review the Amended Proposed Order on Amendment 4 and will either adopt, modify, or reject the Amended Proposed

Order as the final order. Request for Amendment 4 seeks Council approval to extend the construction commencement and completion deadlines by two years.

- I. **Council Decision on Requests for Contested Case** – The Council will consider requests for contested case on the Amended Proposed Order on Request for Amendment 4.
- II. **Council Decision on Proposed Order** – Unless a contested case proceeding is granted, Council will proceed to review the Amended Proposed Order on Amendment 4 and will either adopt, modify, or reject the Amended Proposed Order as the final order.

N. Rulemaking: 2019 Housekeeping – Council Deliberation (Action Item) – Christopher Clark, Rules Coordinator. After considering all the comments received on the record for this rulemaking (i.e. before the comment deadline at the close of the hearing that occurred as Agenda Item H), the Council will deliberate and decide whether to approve final rule language, or provide additional direction to staff.

Adjourn

Anticipated Future Energy Facility Siting Council Meetings:

- **September 26-27, 2019** – Clatskanie
- **October 24-25, 2019** – location to be determined
- **November 21-22, 2019** – location to be determined
- **December 19-20, 2019** – location to be determined

To participate by teleconference please call toll-free: 1-877-873-8017 and enter code 799345.

Webinar Presentation: [Join Skype Meeting](#) Trouble Joining? [Try Skype Web App](#)

Meeting Materials associated with the agenda items are available at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/Council-Meetings.aspx>

Requests to the Council to Address an Issue:

Pursuant to Oregon Administrative Rule 345-011-0035, the public may ask the Council formally to address relevant issues within the Council's jurisdiction at future meetings. Please be sure to include information about why the issue should be on the agenda. Your request must be in writing and received at least 14 days before the Council meeting.

To ask the Council to address an issue, call or write:

EFSC Secretary

Energy Siting Division/ODOE

550 Capitol St. NE

Salem, OR 97301-3737

Toll-Free (in Oregon): 1-800-221-8035

Phone: 503-378-8328

<https://www.oregon.gov/energy/facilities-safety/facilities>

Americans with Disabilities Act: The Oregon Department of Energy will make reasonable accommodations upon request. Please contact us at least 72 hours before the meeting. Call Sean Mole at 503-934-4005; Fax 503-373-7806, or toll free in Oregon at 800-221-8035. TTY users should call the Oregon Relay Service at 711.



**US Army Corps
of Engineers** ®
Portland District

PUBLIC NOTICE

MID-COLUMBIA RIVER REGIONAL MASTER PLAN

INTEGRATED ENVIRONMENTAL ASSESSMENT AND DRAFT FINDING OF NO SIGNIFICANT IMPACT

**Multnomah, Hood River, Wasco, Sherman, Gilliam,
Morrow and Umatilla County, Oregon**

Skamania, Klickitat, and Benton County, Washington

30 Day Notice

CENWP-PM-E

Issue Date: August 16, 2019

Closing Date: September 16, 2019

The U.S. Army Corps of Engineers, Portland District (Corps) is making available for public review the 90% draft Mid-Columbia River Regional Master Plan, integrated Environmental Assessment (EA), and draft finding of no significant impact (FONSI). The master plan is for the Corps' Mid-Columbia River Projects (Bonneville Lock and Dam, The Dalles Lock and Dam, John Day Lock and Dam, and Willow Creek Project). The integrated EA and draft FONSI were prepared in accordance with the National Environmental Policy Act (NEPA), the Council on Environmental Quality's NEPA regulations (40 C.F.R. parts 1500-1508), and the Corps' NEPA regulations (33 C.F.R. part 230).

The purpose of the Mid-Columbia River Regional Master Plan is to serve as the overall strategic land use management document guiding the Corps' comprehensive administration and development of recreational, natural, and cultural resources on project lands of the Corps' Mid-Columbia River Project. The master plan provides an overall land use management plan, resource objectives, and management development concepts for the efficient and cost-effective management, development, and use of project lands for the next twenty years.

Master plans for the Mid-Columbia River Projects date back to the 1970s. A regional master plan is needed to integrate and update management and development planning for the Mid-Columbia River Project in order to guide the responsible stewardship and sustainability of project resources for the benefit of present and future generations. The Mid-Columbia River Regional Master Plan is needed to ensure the management, development, and use of project lands are aligned with national objectives, regional needs, and resource capabilities and suitabilities; protect and sustain project natural and

cultural resources; and provide public recreational opportunities that are consistent with authorized project purposes.

The master plan and integrated EA include land classifications, resource objectives and plans and natural resource management recommendations. Resources evaluated include cultural resources, wildlife, aquatic and terrestrial invasive species management, threatened and endangered species, ecological settings, and recreation use and facilities on Project lands within the master plan boundaries. Environmental impacts from a no action alternative and a proposed action alternative (implementation of the master plan) are evaluated in the integrated EA.

Assessment of the Need for an Environmental Impact Statement: USACE has preliminarily determined the proposed action is not likely to result in significant effects on the human environment, and therefore an environmental impact statement (EIS) will not be prepared. The draft FONSI is included with the Master Plan and integrated EA for public review.

Public Comment Period: The master plan, integrated EA, and draft FONSI will be available for public comment for 30-days after the date of this public notice. The public comment period is intended to provide those interested in or affected by this action an opportunity to make their concerns or comments known. The Corps will consider comments received during the 30-day comment period in making a determination on a finding of no significant impact.

The draft master plan and integrated EA are available for download at the following link:
<https://usace.contentdm.oclc.org/digital/collection/p16021coll7/id/12018>

Please note the document is a large file and may take some time to download.

Comment Submittal: Please submit written comments to the U.S. Army Corps of Engineers, Portland District by September 16, 2019. Written comments may be sent via email to: mid-columbia-plan@usace.army.mil or sent via mail to:

U.S. Army Corps of Engineers
Attn: CENWP-PME-E/Suzanne Hill
P.O. Box 2946
Portland, OR 97208-2946

All comments received will become part of the administrative record and are subject to public release under the Freedom of Information Act, including any personally identifiable information such as name, phone numbers, and addresses.

Additional information is available online at:
<https://www.nwp.usace.army.mil/plans/master-plan/>.