



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, SEPTEMBER 15, 2021

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format.

Attendance/Participation options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings.

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734, or through in-person attendance at the meeting. Email or Voice Mail citizen input received by 8:00 a.m. before the start of the meeting will be included in the meeting record.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: *For items not on this Agenda*

Note: *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 8:00am on the day of the meeting.*

CONSENT AGENDA

1. Consideration of Chair Signature of Document No. 2021-662, IGA #14702 Oregon Youth Authority Basic and Diversion
2. Consideration of Board Signature of a Lease with Cascade Peer and Self Help Center, Document Number 2021-692
3. Consideration and signature IGA #15668 with Department of Education for Juvenile Crime Prevention
4. Consideration of Board Signature of Resolution No. 2021-064 Transferring Appropriations within the Adult Parole and Probation Fund and Increasing Appropriations in the Vehicle Replacement Fund within the 2021-2022 Deschutes County Budget.
5. Approval of Minutes of the August 23, 2021 BOCC Meeting
6. Approval of Minutes of the August 25, 2021 BOCC Meeting
7. Approval of Minutes of the September 2, 2021 Joint Meeting with the City of Bend and Deschutes County Board of Commissioners

ACTION ITEMS

8. **9:05 AM** PRESENTATION: National Suicide Prevention Awareness Month
9. **9:20 AM** Discussion of Increased Staffing Needs for the Health Services Intellectual and Developmental Disabilities Program
10. **9:50 AM** COVID19 Update
11. **10:50 AM** Discussion and Consideration of Draft Vaccine Requirement for County Employees in Health Services and the Community Justice - Juvenile Division
12. **11:15 AM** Consideration of Deschutes County's Support of the Vietnam War Memorial on the Oregon State Capitol Grounds

LUNCH RECESS

13. **1:00 PM** Consideration of Board Approval of ORMAP Grant Application by the Information Technology Department, Deschutes County GIS Mapping Software
14. **1:10 PM** Consideration of 2021 EOCA Membership Dues

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

15. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 15, 2021

SUBJECT: Consideration and signature of IGA #14702 Oregon Youth Authority Basic and Diversion

RECOMMENDED MOTION:

Move approval of Chair signature on IGA #14702_.

BACKGROUND AND POLICY IMPLICATIONS:

The State of Oregon through the Oregon Youth Authority provides funding to counties each biennium for basic juvenile department services and services for offenders at higher risk for a commitment to state custody (Diversion services). This Intergovernmental Agreement covers the 2021-23 biennium, for which the county was allocated \$960,098, an anticipated additional amount of approximately \$75,000 compared to the 2021-23 biennium. The county will utilize funding to provide among other things Functional Family Therapy (Basic and Diversion); Detention-based health care services (Basic); Independent Living and Intensive In-Home services as an alternative to OYA commitment (Diversion). OYA has not yet provided plan requirements. When provided and finalized, our plan will be vetted by the Local Public Safety Coordinating Council, and will offer services in conjunction with other county, state and private/non-profit services to form a comprehensive juvenile crime prevention continuum of services.

BUDGET IMPACTS:

The county will receive \$960,098 for the 2021-2023 biennium on a reimbursement basis. Funding is included as budgeted revenue in the Juvenile division's adopted FY22 budget.

ATTENDANCE:

Please place on Consent Agenda if possible. Deevy Holcomb, Deschutes County Community Justice Business Manager and Michele Winters, Juvenile Division Management Analyst will attend if not.



Oregon

Kate Brown, Governor

09/15/2021 Item #1.

Oregon Youth Authority Procurement Unit

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



Document Return Statement

July 22, 2021

Re: Contract# 14702 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 34 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Deschutes 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.

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|---|---|
| <p>STATE OF OREGON INTERGOVERNMENTAL AGREEMENT JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES</p> |  |
|---|---|

Agreement #14702

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

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2021**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2023**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$960,098.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

- This Agreement without Exhibits
- Exhibit A Definitions
 - Exhibit B Terms and Conditions
 - Exhibit C Program Requirements
 - Exhibit D Provider Requirements
 - Exhibit E Funding
 - Exhibit F Service Tracking in JJIS
 - Exhibit G Service Plan

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

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

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

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

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

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

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

By: _____ Date: _____

By: _____ Date: _____

Amber Forster, Designated Procurement Officer

Title: _____

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

Mailing Address: _____

Facsimile: (503) 373-7921

Facsimile: _____

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

By: _____ Date: _____

Assistant Attorney General

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

By: _____ Date: _____

Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Susanna Ramus

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION 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 Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
10. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.
11. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
13. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
14. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **“OYA”** means the Oregon Youth Authority.
16. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

- 17. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
- 18. **“Service Plan”** means the County’s plan for 2021-2023 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2021-2023 has been developed and approved as described above, the term “Service Plan” has the meaning set forth in Exhibit C, Section 4.
- 19. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
- 20. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
 - a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.
- 21. **“Target Population for Diversion Services”** means youth offenders ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.
- 22. **“Youth offender”** means “adjudicated youth” as that term is used in SB 436 (2021) in the event that SB 436 (2021) becomes law. This definition is effective on the date on which SB 436 is effective.

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

1. Payment and Recovery of Funds

- a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. Conditions Precedent to Payment.** OYA’s obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:
 - (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
 - (ii) No default as described in Section 7 of this Exhibit has occurred.
 - (iii) County’s representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
 - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
 - (v) OYA has received from County and approved the County’s Service Plan for the 2021-2023 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 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 the 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 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 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 Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.

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

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

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

4. Expenditure Reports

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

5. Provider Contracts

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a “Provider”) for delivery of a particular Service or portion thereof (a “Provider Contract”). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider’s performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider’s compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access, and Confidentiality

- a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County’s and each Provider’s performance. County acknowledges and agrees that OYA and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County’s responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County’s Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County’s or Provider’s responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.
- c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.
- d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County’s failure to comply with the Service Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default

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

- a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination

a. County Termination. County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:

- (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 or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

- (i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.
- (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 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. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.
- (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. Individual Funding Source.** Upon termination of OYA’s obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that

area. 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.

- c. **Survival.** Notwithstanding subsections (a) through (b) 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 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. In such a 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: Sonya Littledeer-Evans
Deschutes County
1300 NW Wall St Ste 200
Bend, Oregon 97701
Voice: 541-385-1728
Facsimile: 541-383-0165
Sonya.littledeer-evans@deschutes.org

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such 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 and OYA, 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 OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver

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

20. Amendment

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings

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

22. Construction

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

23. Contribution

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities

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

25. Ownership of Intellectual Property

- a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on 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, 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), 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 the OYA’s criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

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

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

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

1. Outcomes

County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.
- c. Equitable service delivery.

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

- a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:
 - (i) Antisocial behavior.
 - (ii) Poor family functioning or poor family support.
 - (iii) Failure in school.
 - (iv) Substance abuse problems.
 - (v) Negative peer associations.
- b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Diversion Services Target Population and Funded Services. County shall target its Diversion Services to the Target Population for Diversion Services.

- a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.
- b. Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:
 - (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.
 - (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

4. Service Plan

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2019-2021 biennium. Until the Service Plan for the 2021-2023

biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2019-2021 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2021-2023 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2019-2021 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

- (i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA’s prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.
- (ii) All funded services under the Service Plan must focus on supporting the high level outcomes 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 and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.

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

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

5. Cultural Competency

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

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any 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. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. 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 JCP Basic Services and Diversion Services or categories of services within a funding source 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 for either of the funding sources listed in Exhibit E, 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 for either of the funding sources listed in

Exhibit E, 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 6.a and 6.b, or that comply with Sections 6.a and 6.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.

7. 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.

8. 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 information provision requirement 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.

9. 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.

10. Other Agreement Requirements

- a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:
 - (i) Disposition of parole violations;
 - (ii) Community Programs;
 - (iii) Plan for providing detention back-up and back up to Community Programs;
 - (iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
 - (v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

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

1. Indemnification by Providers

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

2. Provider Insurance Requirements

A. GENERAL

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

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

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

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

PROFESSIONAL LIABILITY

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Provider, and the Provider’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL COVERAGE REQUIREMENTS

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

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement form 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's termination of 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 effective 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 AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

| SERVICE | TOTAL |
|--------------------|---------------------|
| DIVERSION | \$440,769.00 |
| JCP BASIC | \$519,329.00 |
| GRAND TOTAL | \$960,098.00 |

The amounts indicated as the Grand 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 Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

EXHIBIT F – SERVICE TRACKING IN JJIS

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

| | | |
|--|---|--|
|   | <h2 style="margin: 0;">Oregon</h2> <h1 style="margin: 0;">Juvenile Justice Information System</h1> <h2 style="margin: 0;">Policy Statement</h2> |   |
| 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. |



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| <p><u>POLICY:</u></p> | <p>Tracking and reporting on services provided to youth by Oregon’s juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.</p> <p><u>Tracking</u></p> <p>Required Tracking</p> <p>All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:</p> <ul style="list-style-type: none"> • Competency Development <ul style="list-style-type: none"> ○ Educational ○ Independent Living ○ Skill Development – Non-Residential ○ Skill Development – Residential ○ Therapeutic Foster Care ○ Vocational • Family <ul style="list-style-type: none"> ○ Family Counseling ○ Family Education ○ Functional Family Therapy ○ Multi-Systemic Therapy • Fire Setter <ul style="list-style-type: none"> ○ Fire Setter – Non-Residential ○ Fire Setter – Residential • Gang <ul style="list-style-type: none"> ○ Gang – Non-Residential ○ Gang – Residential • Mental Health <ul style="list-style-type: none"> ○ Mental Health – Non- Residential ○ Mental Health – Residential • Co-Occurring <ul style="list-style-type: none"> ○ 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> |
| <u>PROCEDURES:</u> | <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"> o Services o Case Plan Interventions |



| | |
|---------------|---|
| | <ul style="list-style-type: none"> o 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. |
| FORMS: | <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) |

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Annual Plan needs to be submitted and approved by OYA. Expenditure reports and requests for reimbursement need to be submitted within 30 days of the end of quarters ending September, December, March and June, using report templates provided by OYA.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name: Laura Ward

Phone #: (503) 373-7125

Departmental Contact and Title: Michele Winters, Management Analyst Phone #: 541-385-1722

Department Director Approval: Sony Attala Signature 8/31/21 Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number _____



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, September 15, 2021

SUBJECT: Consideration of Board Signature of a Lease with Cascade Peer and Self Help Center, Document Number 2021-692

RECOMMENDED MOTION:

Move approval of Document Number 2021-692, for Lease with Cascade Peer and Self Help Center.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns the property located at 1128 NW Harriman, Bend. It includes a 2,540 square foot building that was previously the juvenile detention center.

In 2015, the County entered into a lease with Cascade Peer & Self Help Center (CPSHC) to provide the use of the building currently known as the "clubhouse" for a peer-run program to serve adults with behavioral health needs. The program compliments Deschutes County Health Services (DCHS) Community Support Services by providing the operation of a drop-in program designed to serve DCHS clients and/or individuals specifically referred by DCHS therapists for after-care support. Grant Agreement, Document No. 2021-532, is the current funding document.

The proposed new 3-year lease provides for the continued use of the building for zero consideration in return for ongoing client services. The new lease also includes a 3-year extension option as well as a termination clause by either party with 60-day written notice.

BUDGET IMPACTS:

None.

ATTENDANCE:

Kristie Bollinger, Property Manager (REQUEST CONSENT AGENDA)
Kara Cronin or Melissa Frazier, Health Department

REVIEWED
LEGAL COUNSEL

LEASE

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Lessor") and CASCADE PEER AND SELF HELP CENTER, a nonprofit corporation ("Lessee").

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Property commonly known as the "Clubhouse" at the Deschutes County Courthouse Annex, 1128 NW Harriman Street, Bend Oregon, 97703 - approximately Two Thousand Nine Hundred (2,900) square feet of space.

The parties agree that the terms of this Lease are as follows:

1. Occupancy

a) Term. The effective date of this Lease shall be October 1, 2021, and shall continue until December 31, 2024, or three (3) years, and three (3) months. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with sixty (60) days written notice, given to the other party. This lease is contingent upon a Grant Agreement between Deschutes County and Cascade Peer and Self-Help, Inc.

b) Possession. During the Lease term Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of County behavioral health staff.

c) Renewal Option. Except as otherwise provided in this Lease, if the Lessee is not then in default and with Lessor's approval, Lessee has the option to renew this lease for three (3) years by giving at least sixty (60) days written notice to Lessor prior to the expiration of the lease term. The subsequent renewal option, for a period of three (3) years, shall be January 1, 2025 through December 31, 2027.

2. Rent. Lessee provides services to adults with mental health issues. The program compliments Deschutes County Mental Health's Community Support Services, which supports it with some paid staff and funding. In exchange for the benefit the Lessee's service provides to the public, Lessor shall not charge Lessee rent during the term of this Lease. The rent payable by Lessee has been established to reflect the savings below market rent resulting from the exemption from taxation.

3. Use of Premises. The Premises shall be used by Lessee for offices, meeting space, and educational resources.
4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
 - a) Conform to all applicable laws and regulations of any public authority affecting Lessee's use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.
 - b) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the walls or windows without the prior written consent of Lessor, which consent shall not be withheld unreasonably.
 - c) Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by Environmental Law and shall include, without limitation, petroleum oil and its fractions.
 - d) Lessee shall maintain its facilities and equipment on the Premises so as to impact in the least possible way Lessor's equipment, facilities and personnel. Lessee shall also secure its personal property on the Premises in a clean, safe and sanitary condition when not in use.
 - e) Lessee warrants the honesty and integrity of all personnel and volunteers Lessee authorizes to access or use the Premises. Lessee shall notify Lessor in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Lessee shall have access to and through Lessor's security access system and shall be responsible for retrieving access keys from Lessee's personnel who are no longer authorized on the Premises.
 - f) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. The Lessee's Safety Policy and Plan shall supplement the Lessor's policy to prevent violence in the workplace.

5. Maintenance and Repair of Premises.

a) Lessor's Obligations

1) Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from codes enforcement authorities, and shall keep the improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.

2) Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

b) Lessee's Obligations.

1) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty. Lessee is responsible for its own janitorial cleaning. Lessee shall ensure that frequent, routine cleanings occur and Premises is well maintained. Exterior spaces are to remain neat and clean, and free of any kind of debris, including trash, boxes, storage containers, food containers, etc. Lessor will conduct periodic inspections of Premises to ensure that these maintenance standards are adhered to.

2) Lessee's signage and decorative accessories may be allowed but must be approved by the Lessor prior to installation. Placement of exterior signs, whether wall-mounted or free-standing, will be subject to the prior approval of the County's Building Services Division. Exterior signs, if allowed, must also comply with the City of Bend sign code and be installed in accordance with all related City permit regulations.

3) No decorative or other materials of any kind are permitted to be attached to the ceiling or ceiling grids within the Premises.

6. Inspection of Premises. Lessor shall have the right to inspect the Premises any reasonable time or times to determine the necessity of repair and Lessee's compliance with its other obligations set forth in this Lease.

7. Utilities and Services.

a) Lessor shall provide water, sewer, gas, and electricity. A trash dumpster that may be used by the Lessee will be made available at an assigned location. Lessee shall provide its own telephone service and janitorial services for the Premises.

b) Unless it is an exempt entity, Lessee agrees to pay property taxes and assessments applicable to the Premises which are due and payable during the term of this Lease or any extension hereof. If exempt, it is the responsibility of Lessee to file for such exemption with the Deschutes County Tax Assessor's office.

8. Liens.

a) Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

b) Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

9. Insurance.

a) It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.

b) Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.

c) Lessor will carry fire and casualty insurance only on the structure where Premises are located.

d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000 of all claims from a single incident. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination,

material change, or reduction of limits of the insurance coverage during the term of this lease.

e) Lessee shall provide to Lessor proof of workers compensation insurance.

f) Indemnification: Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their employees and invitees. Lessor's liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.

10. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
11. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
12. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
13. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate

this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).

- 14. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Deschutes County Property Management
Property Manager
Physical: 14 NW Kearney Avenue
Bend, Oregon 97703
Phone: 541-385-1414
Email: Kristie.Bollinger@deschutes.org

Mail to:
P.O. Box 6005
Bend, OR 97708-6005

Lessee: Cascade Peer and Self Help Center
Larry Kogovsek, President
P.O. Box 771
Bend, Oregon 97709
Phone: 541-390-1351
Email: lkogovsek@icloud.com

- 15. Assignment. Lessee shall not assign or sub-rent the Premises without the prior written consent of the Lessor, which consent shall not be withheld unreasonably.
- 16. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
- 17. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
- 18. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS

LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Dated this _____ day of _____, 2021

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

PHIL CHANG, VICE CHAIR

Recording Secretary

PATTI ADAIR, COMMISSIONER

Dated this _____ day of _____, 2021

LESSEE: CASCADE PEER AND SELF HELP CENTER

By: _____
Larry Kogovsek, President



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 15, 2021

SUBJECT: Consideration and signature IGA #15668 with Department of Education for Juvenile Crime Prevention

RECOMMENDED MOTION:

Move approval of Chair signature on IGA #15668.

BACKGROUND AND POLICY IMPLICATIONS:

The county is awarded a formula-based allocation for “Juvenile Crime Prevention” administered through the Youth Development Division of the Oregon Department of Education. The juvenile department administers the county allocation and will be utilizing funding in the FY 21-23 biennium on Functional Family Therapy and Restorative Practices training, materials and staff development. The county has provided Juvenile Crime Prevention services for more than 16 years on targeted youth displaying 6+ risk factors on the Juvenile Crime Prevention Risk Assessment. Each youth served is assessed, served and reassessed to see if crime risks decreased, and then further if new criminal referrals were received after services. This funding is for the FY21-23 biennium.

BUDGET IMPACTS:

The county will receive \$224,904 for the 2021-2023 biennium on a reimbursement basis. Funding is included as budgeted revenue in the Juvenile division’s adopted FY22 budget.

ATTENDANCE:

Please place on Consent Agenda if possible. Deevy Holcomb, Deschutes County Community Justice Business Manager and Michele Winters, Juvenile Division Management Analyst will attend if not.

DESCHUTES COUNTY DOCUMENT SUMMARY

09/15/2021 Item #3.

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: August 23, 2021

Department: Juvenile Community Justice

Contractor/Supplier/Consultant Name: State of Oregon/Dept. of Education

Contractor Contact: Noemi Rios

Contractor Phone #: (971)239-8387

Type of Document: IGA Agreement #15668 (Deschutes Doc #2021-718)

Goods and/or Services: The county is awarded a formula-based allocation for "Juvenile Crime Prevention" administered through the Youth Development Division of the Oregon Department of Education. The juvenile department administers the county allocation and will be utilizing funding in the FY 21-23 biennium on Functional Family Therapy and Restorative Practices training, materials and staff development.

Background & History: The county has provided Juvenile Crime Prevention services for more than 16 years on targeted youth displaying 6+ risk factors on the Juvenile Crime Prevention Risk Assessment. Each youth served is assessed, served and reassessed to see if crime risks decreased, and then further if new criminal referrals were received after services. This funding is for the FY21-23 biennium.

Agreement Starting Date: July 1, 2021

Ending Date: June 30, 2023

Annual Value or Total Payment: \$224,904

Insurance Certificate Received (check box)
Insurance Expiration Date: N/A

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant: Must provide reports as requested by Department of Education/Youth Development Division and utilize funds in a manner described in an approved JCP services plan.

Deadlines for reporting to the grantor: Quarterly reports and requests for reimbursement due within 30 days after the end of each fiscal quarter.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name: Anya Sekino
Phone #: (503) 378-5115

Departmental Contact and Title: Michele Winters, Management Analyst
Phone #: (541)385-1722

Department Director Approval: *Sonye Little E* 8/31/21
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)
 Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number _____

STATE OF OREGON GRANT AGREEMENT

Grant No. 15668

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

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

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

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

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

4.2 Grantee’s Grant Manager is:

Michelle Winters
63360 Britta Street Building #1
Bend, OR 97703
Phone: 541-385-1722
Email: Michele.Winters@deschutes.org

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$224,904.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its YDD Juvenile Crime Prevention Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

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

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law

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

SECTION 10: CONFIDENTIAL INFORMATION

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

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

10.4 Subgrants/Contracts. Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

10.5 Background Check. If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

11.1 Indemnity. Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

11.2 Defense. Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

11.3 Limitation. Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of

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

SECTION 12: INSURANCE

12.1 Private Insurance. If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

12.2 Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

SECTION 16: REMEDIES

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

Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

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

ODE GRANT #15668 Deschutes County – Juvenile Crime Prevention Fund

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

SECTION 19: MISCELLANEOUS

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

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

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

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

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

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

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

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

SECTION 20: SIGNATURES

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

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

[Signatures on next page]

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

By: _____
Procurement and Contract Specialist

Date

Deschutes County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

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

August 3, 2021
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

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

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

YDD values:

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

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

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

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

SECTION II. DEFINITIONS

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

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

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

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

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

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

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

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

SECTION III. PROJECT ACTIVITIES AND BUDGET

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

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

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

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

ODE GRANT #15668 Deschutes County – Juvenile Crime Prevention Fund

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

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

Grantee shall use the guidelines developed and provided by Agency pursuant to OAR 413-120-0015 to measure changes in juvenile crime and recidivism. The guidelines can be found at the following web address:

<https://www.oregon.gov/youthdevelopmentdivision/Juvenile-Justice/Pages/JCP-Mission-Guidelines.aspx>

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

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

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

SECTION IV. USES OF FUNDS

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

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

ODE GRANT #15668 Deschutes County – Juvenile Crime Prevention Fund

- (4) Grant Funds may not be used to fund an entity or program providing a juvenile crime prevention service if the entity or program is funded by another federal or state funding source and the use of Grant Funds is duplicative of the use of funds from the other funding source.

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

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

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

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

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

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

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

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

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

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

SECTION VI. DISBURSEMENT PROVISIONS

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

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

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

ODE GRANT #15668 Deschutes County – Juvenile Crime Prevention Fund

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

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

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

WORKERS’ COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

Required

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

PROFESSIONAL LIABILITY

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION

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

TAIL COVERAGE

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 9/15/2021

SUBJECT: Consideration of Resolution No. 2021-064 Transferring Appropriations within the Adult Parole and Probation Fund and Increasing Appropriations in the Vehicle Replacement Fund within the 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move approval of Resolution 2021-064 Transferring Appropriations within the Adult Parole and Probation Fund and Increasing Appropriations in the Vehicle Replacement Fund within the 2021-2022 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Adult Parole & Probation division is seeking to meet Road Department policy parameters for Vehicle Replacement funds. Currently four department vehicles are at or above the risk threshold for replacement. The division had only budgeted for vehicle maintenance costs this year due to unknown state financial outlook at time of budgeting due to the COVID-19 pandemic. The state outlook improved and the division is able to come into compliance with the Road Department policy at this time. It will work with Road Department to replace four vehicles in FY22, and budget to replace three vehicles current near the risk threshold in FY23, pending approval of this request.

BUDGET IMPACTS: This resolution transfers \$180,974 from the Adult Parole and Probation Fund (355) to the Vehicle Replacement Fund (680), thereby increasing appropriations in fund 680 by \$121,696 and ensuring they are not undercapitalized for vehicle replacement.

ATTENDANCE:

Deevy Holcomb, Administration and Performance Manager, Community Justice, Beth Raguine, Management Analyst, Road Department, Randy McCulley, Fleet & Equipment Manager Road Department, Dan Emerson, Budget Manager.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Transferring *
and Increasing Appropriations within * RESOLUTION NO. 2021-064
the 2021-2022 Deschutes County Budget *

WHEREAS, Deschutes County Adult Parole & Probation has four vehicles that are at or above the risk threshold for replacement, but only budgeted for vehicle maintenance costs this year due to the unknown financial outlook of the fund during the COVID-19 pandemic, in consequence, this left the Deschutes County Road Departments Vehicle Replacement Fund undercapitalized, and

WHEREAS, Deschutes County Adult Parole & Probation financial outlook has improved and they are seeking to meet compliance with the Road Department Vehicle Replacement funds policy, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to transfer \$180,974 from Deschutes County Adult Parole & Probation Fund to the Vehicle Replacement Fund, and

WHEREAS, it is necessary to increase appropriations by \$121,696 in the Vehicle Replacement Fund to accommodate this request, now therefore;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following revenue be budgeted in the 2021-22 County Budget:

| | |
|---------------------------------------|--------------------------|
| <u>Vehicle Replacement Fund</u> | |
| Transfers In | \$ 121,696 |
| Total Vehicle Replacement Fund | <u>\$ 121,696</u> |

Section 2. That the following transfers of appropriations be made in the 2021-22 County Budget:

Adult Parole and Probation

| | |
|---------------|--------------|
| Reserves | (\$ 180,974) |
| Transfers Out | \$ 180,974 |

Section 3. That the following appropriation be budgeted in the 2021-22 County Budget:

Vehicle Replacement Fund

| | |
|---------------------------------------|--------------------------|
| Contingency | \$ 121,696 |
| Total Vehicle Replacement Fund | <u>\$ 121,696</u> |

Section 4. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of September, 2021.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHIL CHANG, Vice-Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 9/15/2021

SUBJECT: National Suicide Prevention Awareness Month

RECOMMENDED MOTION:

N/A.

BACKGROUND AND POLICY IMPLICATIONS:

In recognition of the Board of County's Commissioners designation of September as National Suicide Prevention Awareness Month, staff will provide a brief update of the outreach and awareness occurring during this month and throughout the year and resources available to the public.

BUDGET IMPACTS:

None

ATTENDANCE:

Jessica Jacks, Prevention Programs Supervisor
Caroline Suiter, Suicide Prevention Coordinator

For further information regarding suicide prevention resources in the Central Oregon region, please visit: www.preventsuicideco.org.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 15, 2021

SUBJECT: Discussion of Increased Staffing Needs for the Health Services Intellectual and Developmental Disabilities Program

RECOMMENDED MOTION:

No motion needed at this time. A Resolution will be submitted for the September 29, 2021 BOCC meeting agenda.

BACKGROUND AND POLICY IMPLICATIONS:

The Intellectual and Developmental Disabilities Program (I/DD) provides support to people with intellectual and/or developmental disabilities, to enable them to live as independently as possible in the least restrictive environment. Services are aimed at greater access to social interaction, community engagement, and employment opportunities.

The I/DD program is funded through the Oregon Department of Human Services I/DD budget, which allocates funds biennially. The State of Oregon Office of Budget, Planning, & Analysis develops a workload model based on service population and determines funding allocations accordingly. In July 2021, after the FY 2022 Adopted Budget, Deschutes County I/DD was notified of its annual award amount. Specifically, the Fiscal Year (FY) 2022 total award amount is \$4,442,306, an increase of \$1,133,303 from the original budget.

This funding level will allow I/DD to continue its regional program and increase capacity to meet the projected demand. To do so, the department requests the following additional positions be approved over the course of the next two fiscal years:

- FY 2022: add 7.5 FTE (effective 10/1/21)
 - 1.5 FTE Administrative Support Technician
 - 3.0 FTE IDD Specialist I
 - 2.0 FTE IDD Specialist II (one will be lead)
 - 1.0 FTE Health Services Supervisor

- FY 2023: add 3.5 FTE (effective 7/1/22)
 - 0.5 FTE Administrative Support Technician
 - 3.0 FTE IDD Specialist I

BUDGET IMPACTS:

Upon discussion and support, a resolution and budget adjustment will be placed on the next meeting's consent agenda corresponding to the additional appropriation.

This agreement increases State funding by \$1,133,303, only \$1,020,897 will be spent in FY2022. Because of recalculations to the match program, the additional appropriation needed in the Health Services Fund is only \$533,862. Furthermore, the department requests approval of 7.5 FTE in FY2022 and 3.5 FTE in FY2023.

ATTENDANCE:

Paul Partridge, I/DD Program Manager and Cheryl Smallman, Health Services Business Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 15, 2021

SUBJECT: Discussion and Consideration of Draft Vaccine Requirement for County Employees in Health Services and the Community Justice - Juvenile Division

RECOMMENDED MOTION:

County Administrator signature of the Temporary Policy for Covid-19 Vaccination Requirement for County Personnel in Impacted Departments

BACKGROUND AND POLICY IMPLICATIONS:

Last month Governor Kate Brown made an announcement regarding vaccination requirements for health care and school workers. Following this announcement, the Oregon Health Authority issued two temporary administrative orders:

OAR 333-019-1010: COVID-19 Vaccination Requirement for Healthcare Providers and Healthcare Staff in Healthcare Settings (attached). A "healthcare setting" has a very broad definition and is any place health care, including physical or behavioral health care is delivered. It does not include a person's private home if the home is not otherwise licensed, registered or certified as a facility or home.

OAR 333-019-1030: Vaccination Requirements for Teachers and School Staff (attached). Under the OAR, the Juvenile Detention Center falls under the definition of school because the youth attend education class at the location.

To implement these two OARs, a small workgroup of County staff worked and developed a draft policy for Board consideration (attached).

The option to get tested weekly in lieu of vaccination has been removed – this was an option when the vaccine requirement was first announced. There are two exceptions to getting a vaccination: a medical exception (corroborated by a

document signed by a medical provider) or a religious exception (corroborated by a document signed by the individual explaining how their sincerely held religious belief conflicts with getting vaccinated). For staff who receive one of these exceptions, we will need to take reasonable steps to ensure that the unvaccinated staff person is protected from contracting and spreading COVID-19. Employers who violate any provision of this rule are subject to civil penalties of \$500 per day per violation.

AFSCME, the union representing staff in Health Services and the Juvenile Division, have a right to bargain the impacts of the policy and have been provided the draft policy.

BUDGET IMPACTS:

None.

ATTENDANCE:

Deputy County Administrator Erik Kropp



TEMPORARY POLICY FOR COVID-19 VACCINATION REQUIREMENT FOR COUNTY PERSONNEL IN IMPACTED DEPARTMENTS

****DRAFT – Sept. 9, 2021****

STATEMENT OF POLICY

The intent of this temporary policy is to establish a process to comply with the Oregon Health Authority, Public Health Division [OAR 333-019-1010](#) (healthcare setting) and [OAR 333-019-1030](#) (school setting) pertaining to vaccination requirements for personnel in healthcare and school settings to control the spread of COVID-19. This policy will be in effect as long as the OHA temporary rules are in effect.

APPLICABILITY

This policy applies to all Deschutes County personnel (excluding the Sheriff’s Office), including but not limited to employees, temporary and/or contracted staffing, contractors, interns, and volunteers (collectively, “personnel”), whose work duties or activities occur in a healthcare setting or a school setting within Deschutes County. The Sheriff’s Office will create and implement its own policy concerning personnel in the Sheriff’s Office.

DEFINITIONS

“COVID-19 vaccine” means a vaccine authorized to prevent COVID-19 by the federal Food and Drug Administration, including by way of an emergency use authorization.

“Healthcare setting” means any place where health care, including physical or behavioral health care is delivered.

“Personnel in a healthcare setting” means individuals, paid and unpaid, working, learning, studying, assisting, observing or volunteering in a healthcare setting where direct patient or resident care is provided or where personnel have the potential for direct or indirect exposure to patients, residents, or infectious materials. It includes, but is not limited to, unlicensed caregivers, and any clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing, student and volunteer personnel who regularly work or perform services in a healthcare setting.

“Personnel in a school setting” means personnel in the Juvenile Justice Division of the Community Justice Department.

“School setting” refers to the Juvenile Detention Center where schooling and related services are provided to juvenile detainees.

“Fully vaccinated” means (1) a period of at least two weeks has elapsed since a person has completed the entire recommended series of a COVID-19 vaccine, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status as communicated by Deschutes County.

“Partially vaccinated” means (1) a person has received (i) one dose of a two dose recommended series of a COVID-19 vaccine or (ii) the complete recommended series of a COVID-19 vaccine but it has not been at least two weeks since the person has completed the entire recommended series, and (2) the person has provided proof of vaccination in a form consistent with the requirements for verification of vaccine status as communicated by Deschutes County.

"Proof of vaccination" means documentation that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry.

“Operational Compliance Plan” is a written plan developed by the Community Justice - Juvenile Division required for school settings. The plan must identify the positions, temporary staffing, contractors, interns, and volunteers subject to this policy and state-mandated Covid-19 vaccination requirements; address continuity of operations while implementing this policy; and outline communication procedures for implementing this policy and addressing any changes to the plan.

POLICY AND PROCEDURES

In General:

This policy is issued as an emergency measure to comply with OAR 333-019-1010 and OAR 333-019-1030 based on the requirement that employers adopt such policies and based on the significant rise of COVID-19 cases and hospitalizations among the unvaccinated due to the Delta variant. County departments are responsible for ensuring that all personnel impacted by State-mandated vaccination requirements comply with this policy.

To protect County personnel and the community the County strongly encourages all personnel to be fully vaccinated. County personnel may obtain the COVID-19 vaccine at a County Health System vaccination site or through another location of their choosing. County employees may take paid time off to obtain the COVID-19 vaccination. Information on the COVID-19 vaccines and how to obtain vaccination is available on the [Deschutes County COVID-19 Vaccine webpage](#).

A. Vaccination Requirements

- Health Services Department – all personnel are required to be vaccinated.
- Community Justice Department - Juvenile Division - all personnel are required to be vaccinated. The department must have an Operational Compliance Plan as required by OAR 333-019-1030 governing school settings.
- Facilities Department – all personnel are strongly encouraged to be vaccinated and provide this documentation to HR. The Facilities Department will develop an operational plan on how Facilities Department staff will perform work in healthcare and school settings to meet the requirements of this policy.
- IT Department – all personnel are strongly encouraged to be vaccinated and provide this documentation to HR. The IT Department will develop an operational plan on how IT Department staff will perform work in healthcare and school settings to meet the requirements of this policy.
- Other County Departments - staff are strongly encouraged to be vaccinated.

B. Controlling the Spread of Covid-19 in Healthcare and School Settings

Health Services Department Facilities:

- The IT and Facilities Departments will develop an operational plan to prioritize sending vaccinated personnel to work in a healthcare setting (for example, a Facilities Department staff responds to a work order in a Health Services Department facility).
- Personnel outside of the Health Services Department working in a healthcare setting are required to be vaccinated unless their work is intermittent (less than an hour); they are working outside of business hours; or the department performing the service (such as IT or Facilities) works with Health Services on a safety plan to mitigate risks. This may include personnel wearing a K/N-95 mask, physical distancing, pre-planning visits, eliminating/minimizing crossing paths with clients receiving health care, etc.
- Any unvaccinated personnel entering a Health Department Facility must wear a K/N-95 mask.

Community Justice - Juvenile Division Facilities:

- The Juvenile Division facility meets the definition of a healthcare and school setting.
- The IT and Facilities Departments will develop an operational plan to prioritize sending vaccinated personnel to work in the Juvenile Division facility (for example, IT staff responds to a work order to fix a computer).
- Personnel outside the Juvenile Division working in the Juvenile Division facility are required to be vaccinated unless their work is intermittent (less than an hour); they are working outside of business hours (this only applies to the second floor; it does not apply to the Juvenile Detention Center); or the department performing the work (such as IT or Facilities) works with the Juvenile Division on a safety plan to mitigate risks. The safety plan may include the personnel wearing a K/N-95 mask, physical distancing, pre-planning visits, eliminating/minimizing crossing paths with clients, etc.
- Any unvaccinated personnel entering a Health Department Facility must wear a K/N-95 mask.

C. Vaccination Deadlines

By October 18, 2021, personnel subject to this policy and the State-imposed mandates concerning Covid-19 vaccinations must be fully vaccinated or must have submitted a request for exemption to Human Resources pursuant to Section D below.

If a person will not work for an extended period due to a leave of absence (such as for FMLA leave), they may contact their department head or designee to request a deferral of the vaccination requirements until they return to work. But they must be fully vaccinated or have submitted a request for exemption by the time they return to work.

Requests for exemption must be submitted pursuant to Section D, below. If a person's request for exemption is not approved, they must be partially or fully vaccinated within 14 days and fully vaccinated within 8 weeks of when they were notified that the request was not approved.

Personnel who are subject to, and who fail to comply with this policy are subject to release or discharge from employment. County contractors who fail to comply with this vaccination or exemption requirement may be barred from healthcare or school settings and not allowed to perform services for the County. In addition, the County may, as appropriate, suspend or terminate the applicable contract.

The HR Department shall create a process for staff to provide proof of vaccination status.

D. Limited Exemptions to Vaccination Requirement

1. Limited Exemptions for County Personnel

The County provides reasonable accommodation as required by applicable law for the known physical or mental impairments or sincerely held religious beliefs of otherwise qualified individuals unless doing so would impose an undue hardship. Personnel subject to this policy may request a reasonable accommodation to the vaccination requirements imposed by this policy if they:

- a. Have a contraindication recognized by the [U.S. Centers for Disease Control and Prevention](#) (CDC) or by the vaccine's manufacturer to every approved COVID-19 vaccine. A contraindication means a condition that makes vaccination medically inadvisable;
 - b. Have a disability and are requesting an exemption as a reasonable accommodation; or,
 - c. Object to COVID-19 vaccination based on their sincerely-held religious belief, practice, or observance.
2. To seek a reasonable accommodation from the vaccination requirements in this policy, personnel subject to this policy should:
- a. Notify their supervisor of their request and obtain a copy of the appropriate request form from Human Resources, [Deschutes.org/hr](#). The available forms are:
 - I. [Medical Exemption and/or Disability Accommodation Request Form](#)
 - II. [Religious Accommodation Request Form](#)
 - b. Complete and submit the applicable form(s) to the Deschutes County Human Resources Department at Benefits@deschutes.org.

If an individual is granted an exception to the vaccination requirement under Section D of this policy, Deschutes County must take reasonable steps to ensure that unvaccinated individuals are protected from contracting and spreading COVID-19.

Human Resources, in coordination with the department in which the person requesting the exemption works or provides services, will work with the person to assess whether any reasonable accommodation would allow the person to fulfill the essential job functions, unless doing so would impose an undue hardship.

To identify a reasonable accommodation, Human Resources will work with impacted departments to identify a list of recommended or qualifying

accommodations that do not adversely impact department operations. The HR Department will engage with the individual in an interactive process to attempt identify a reasonable accommodation as required under applicable law. If such an accommodation is granted, Human Resources will notify the requesting person and their supervisor of the approval and the associated expiration date. If a request for accommodation is denied, Human Resources will notify the person and their supervisor.

If the person is not satisfied with the decision/results of the accommodation request and interactive process, they can make a written appeal to the Deputy County Administrator within 10 business days of receiving the decision. The Deputy County Administrator shall issue a written response within 14 business days of receiving the appeal.

E. Policy Communication

Timely attention to ensure compliance with these requirements is essential to the County’s efforts to control the spread of COVID-19 and to comply with public health recommendations. Employees, contractors, interns, and volunteers may direct any questions to their department head or designee(s). If a department has any questions or concerns about these requirements, it may contact Deputy County Administrator Erik Kropp.

Approved by the Board of County Commissioners [DATE].

Tom Anderson
County Administrator

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Oregon Health Authority

Public Health Division - Chapter 333

Division 19

INVESTIGATION AND CONTROL OF DISEASES: GENERAL POWERS AND RESPONSIBILITIES

333-019-1010

COVID-19 Vaccination Requirement for Healthcare Providers and Healthcare Staff in Healthcare Settings

(1) It is vital to this state that healthcare providers and healthcare staff be vaccinated against COVID-19. COVID-19 undergoes frequent mutations as it replicates, which over time has resulted in variants that are more transmissible or cause more severe disease. As of the time this rule was adopted, Delta was the variant making up more than 98 percent of sequenced specimens in Oregon. The Delta variant is approximately two to three times more infectious than early wild-type COVID-19 variants. There is emerging evidence that people infected with the Delta variant have similar viral loads regardless of vaccination status suggesting that even vaccine breakthrough cases may transmit this variant effectively. Being vaccinated, is therefore critical to prevent spread of Delta. Healthcare providers and healthcare staff have contact with multiple patients over the course of a typical day and week, including providers that provide care for people in their homes. Individuals cared for in these settings are more likely than the general public to have conditions that put them at risk for complications due to COVID-19. COVID-19 variants are running through the state's unvaccinated population and causing an increase in breakthrough cases for those who are fully vaccinated. This rule is necessary to help control COVID-19, protect patients, and to protect the state's healthcare workforce.

(2) For purposes of this rule, the following definitions apply:

(a) "Contractor" means a person who has healthcare providers or healthcare staff on contract to provide services in healthcare settings in Oregon.

(b) "COVID-19" means a disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

(c) "Fully vaccinated" means having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual's final dose of COVID-19 vaccine.

(d) "Healthcare providers and healthcare staff":

(A) Means individuals, paid and unpaid, working, learning, studying, assisting, observing or volunteering in a healthcare setting providing direct patient or resident care or who have the potential for direct or indirect exposure to patients, residents, or infectious materials, and includes but is not limited to any individual licensed by a health regulatory board as that is defined in ORS 676.160, unlicensed caregivers, and any clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing, student and volunteer personnel.

(B) Does not mean parents, family members, guardians or foster parents residing in the home and providing care to a child or foster child in the home.

(e) "Healthcare setting":

(A) Means any place where health care, including physical or behavioral health care is delivered and includes, but is not limited to any health care facility or agency licensed under ORS chapter 441 or 443, such as hospitals, ambulatory surgical centers, birthing centers, special inpatient care facilities, long-term acute care facilities, inpatient rehabilitation facilities, inpatient hospice facilities, nursing facilities, assisted living facilities, residential facilities, residential behavioral health facilities, adult foster homes, group homes, pharmacies, hospice, vehicles or temporary sites where health care is delivered (for example, mobile clinics, ambulances), and outpatient facilities, such as dialysis centers, health care provider offices, behavioral health care offices, urgent care centers, counseling offices, offices that provide complementary and alternative medicine such as acupuncture, homeopathy, naturopathy, chiropractic and osteopathic medicine, and other specialty centers.

(B) Does not include any setting described in paragraph (A) of this subsection where the responsible party is the state government as that is defined in ORS 174.111.

(C) Does not include a person's private home if the home is not otherwise licensed, registered or certified as a facility or home listed in paragraph (A) of this subsection.

(f) "Medical exception" means that an individual has a physical or mental impairment that prevents the individual from receiving a COVID-19 vaccination.

(g) "Religious exception" means that an individual has a sincerely held religious belief that prevents the individual from receiving a COVID-19 vaccination.

(h) "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry.

(i) "Responsible party" means a person or persons who have control or responsibility for the activities of healthcare providers or healthcare staff in a healthcare setting.

(3) After October 18, 2021:

(a) A health care provider or healthcare staff person may not work, learn, study, assist, observe, or volunteer in a healthcare setting unless they are fully vaccinated or have provided documentation of a medical or religious exception.

(b) An employer of healthcare providers or healthcare staff, a contractor, or a responsible party may not employ, contract with, or accept the volunteer services of healthcare providers or healthcare staff persons who are working, learning, studying, assisting, observing or volunteering at a healthcare setting unless the healthcare providers or healthcare staff persons are fully vaccinated against COVID-19 or have a documented medical or religious exception.

(4) On or before October 18, 2021, healthcare providers and healthcare staff must provide their employer, contractor or responsible party with either:

(a) Proof of vaccination showing they are fully vaccinated; or

(b) Documentation of a medical or religious exception.

(A) A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, on a form prescribed by the Oregon Health Authority (OHA) or a similar form that contains all of the information required in the OHA form, certifying that the individual has a physical or mental impairment that limits the individual's ability to receive a COVID-19 vaccination based on a specified medical diagnosis, and that specifies whether the impairment is temporary in nature or permanent.

(B) A religious exception must be corroborated by a document, on a form prescribed by the Oregon Health Authority (OHA) or a similar form that contains all of the information required in the OHA form, signed by the individual stating that the individual is requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.

(5) Employers of healthcare providers or healthcare staff, contractors and responsible parties who grant an exception to the vaccination requirement under section (4) of this rule must take reasonable steps to ensure that unvaccinated healthcare providers and healthcare staff are protected from contracting and spreading COVID-19.

(6) On or before October 18, 2021, all employers of healthcare providers or healthcare staff, contractors, and responsible parties must have documentation that all healthcare providers and healthcare staff are in compliance with section (4) of this rule.

(7) Nothing in this rule is intended to prohibit employers of healthcare providers or healthcare staff, contractors and responsible parties from:

(a) Complying with the Americans with Disabilities Act and Title VII of the Civil Rights Act, and state law equivalents, for individuals unable to be vaccinated due to a medical condition or a sincerely held religious belief.

(b) Having more restrictive or additional requirements, including but not limited to requiring healthcare providers and healthcare staff to have documentation of an additional or booster dose of a COVID-19 vaccine if that is recommended by the U.S. Centers for Disease Control and Prevention.

(c) Imposing these requirements at an earlier date.

(8) The vaccination documentation and documentation of medical and religious exceptions described in this rule must be:

- (a) Maintained in accordance with applicable federal and state laws;
- (b) Maintained for at least two years; and
- (c) Provided to the Oregon Health Authority upon request.

(9) Employers of healthcare providers or healthcare staff, contractors and responsible parties who violate any provision of this rule are subject to civil penalties of \$500 per day per violation.

Statutory/Other Authority: ORS 413.042, ORS 431A.010, ORS 431.110 & ORS 433.004

Statutes/Other Implemented: ORS 431A.010, ORS 431.110 & ORS 433.004

History:

PH 42-2021, temporary adopt filed 09/01/2021, effective 09/01/2021 through 01/31/2022

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PH 34-2021, temporary adopt filed 08/05/2021, effective 08/05/2021 through 01/31/2022

Please use this link to bookmark or link to this rule.

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Oregon Health Authority

Public Health Division - Chapter 333

Division 19

INVESTIGATION AND CONTROL OF DISEASES: GENERAL POWERS AND RESPONSIBILITIES

333-019-1030

COVID-19 Vaccination Requirements for Teachers and School Staff

(1) Children are required to attend school, which is a congregate setting where COVID-19 can spread easily if precautions are not taken. COVID-19 undergoes frequent mutations as it replicates, which over time has resulted in variants that are more transmissible or cause more severe disease. As of the time this rule was adopted, Delta was the variant making up more than 98 percent of sequenced specimens in Oregon. The Delta variant is approximately two to three times more infectious than early wild-type COVID-19 variants. There is emerging evidence that people infected with the Delta variant have similar viral loads regardless of vaccination status suggesting that even vaccine breakthrough cases may transmit this variant effectively. Being vaccinated, is therefore critical to prevent spread of Delta. COVID-19 variants are running through the state's unvaccinated population and causing an increase in breakthrough cases for those who are fully vaccinated. This rule is necessary to help control COVID-19, and to protect students, teachers, school staff, and volunteers.

(2) For purposes of this rule, the following definitions apply:

- (a) "COVID-19" means a disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- (b) "Fully vaccinated" means having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual's final dose of COVID-19 vaccine.
- (c) "Medical exception" means that an individual has a physical or mental impairment that prevents the individual from receiving a COVID-19 vaccination.
- (d) "Religious exception" means that an individual has a sincerely held religious belief that prevents the individual from receiving a COVID-19 vaccination.
- (e) "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry.
- (f) "School":
 - (A) Means a public, private, parochial, charter or alternative educational program offering kindergarten through grade 12 or any part thereof.
 - (B) Does not mean stand-alone preschool program that goes up through kindergarten.
- (g) "School-based program" means a program serving children or students that takes place at or in school facilities.
- (h) "School-based program staff and volunteers":
 - (A) Means anyone age 16 and older:
 - (i) Who is employed by a school-based program or who is not employed but is otherwise engaged to provide goods or services to a school-based program through any formal or informal agreement, whether compensated or uncompensated, and includes but is not limited to teachers, administrative staff, child care staff, cleaning staff, coaches, school-based program drivers, family volunteers; and

(ii) Providing goods or services at or for a school-based program that includes direct or indirect contact with students.

(B) Does not mean short-term visitors or individuals making deliveries.

(i) "Teachers, school staff and volunteers":

(A) Means anyone age 16 and older:

(i) Who is employed at a school or anyone who is not employed but is otherwise engaged to provide goods or services to or at a school through any formal or informal agreement, whether compensated or uncompensated, and includes but is not limited to teachers, administrative staff, cleaning staff, coaches, school bus drivers, family volunteers and substitute teachers; and

(ii) Providing goods or services at or for a school that includes direct or indirect contact with students.

(B) Does not mean short-term visitors, individuals making deliveries, or school board members unless they are also volunteering in a school.

(3) After October 18, 2021:

(a) Teachers, school staff and volunteers may not teach, work, learn, study, assist, observe, or volunteer at a school unless they are fully vaccinated or have provided documentation of a medical or religious exception.

(b) A school may not employ, contract with, or accept the volunteer services of teachers, school staff or volunteers who are teaching, working, learning, studying, assisting, observing, or volunteering at a school unless the teachers or school staff are fully vaccinated against COVID-19 or have a documented medical or religious exception.

(4) On or before October 18, 2021, teachers, school staff and volunteers must provide their school, employer or contractor with either:

(a) Proof of vaccination showing they are fully vaccinated; or

(b) Documentation of a medical or religious exception.

(A) A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, on a form prescribed by the Oregon Health Authority, certifying that the individual has a physical or mental impairment that limits the individual's ability to receive a COVID-19 vaccination based on a specified medical diagnosis, and that specifies whether the impairment is temporary in nature or permanent.

(B) A religious exception must be corroborated by a document, on a form prescribed by the Oregon Health Authority, signed by the individual stating that the individual is requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.

(5) Schools that grant an exception to the vaccination requirement under section (4) of this rule must take reasonable steps to ensure that unvaccinated teachers, school staff and volunteers are protected from contracting and spreading COVID-19.

(6) On or before October 18, 2021, schools must have documentation that all teachers, school staff and volunteers are in compliance with section (4) of this rule.

(7) After October 18, 2021:

(a) School-based program staff and volunteers may not teach, work, provide care, learn, study, assist, observe, or volunteer for a school-based program unless they are fully vaccinated or have provided documentation of a medical or religious exception.

(b) A school-based program may not employ, contract with, or accept the volunteer services of school-based program staff or volunteers who are teaching, working, providing care, learning, studying, assisting, observing, or volunteering at a school-based program unless the staff or volunteers are fully vaccinated against COVID-19 or have a documented medical or religious exception.

(8) On or before October 18, 2021, school-based program staff and volunteers must provide their school-based program with either:

(a) Proof of vaccination showing they are fully vaccinated; or

(b) Documentation of a medical or religious exception.

(A) A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, on a form prescribed by the Authority, certifying that the individual has a physical or mental

impairment that limits the individual's ability to receive a COVID-19 vaccination based on a specified and that specifies whether the impairment is temporary in nature or permanent.

(B) A religious exception must be corroborated by a document, on a form prescribed by the Oregon Health Authority, signed by the individual stating that the individual is requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.

(9) School-based programs that grant an exception to the vaccination requirement under section (8) of this rule must take reasonable steps to ensure that unvaccinated school-based program staff and volunteers are protected from contracting and spreading COVID-19.

(10) On or before October 18, 2021, school-based programs must have documentation that all school-based program staff and volunteers are in compliance with section (8) of this rule.

(11) A school may request that a school-based program operating at that school, attest to whether it is, or is not, in compliance with this rule. If a school-based program receives such a request from a school, it must respond.

(12) A school-based program may request that a school at which they intend to operate, attest to whether it is, or is not, in compliance with this rule. If a school receives such a request from a school-based program, it must respond.

(13) Nothing in this rule is intended to prohibit schools or school-based programs from:

(a) Complying with the Americans with Disabilities Act and Title VII of the Civil Rights Act, and state law equivalents, for individuals unable to be vaccinated due to a medical condition or a sincerely held religious belief.

(b) Having more restrictive or additional requirements, including but not limited to requiring teachers, school staff and volunteers, and school-based program staff and volunteers to have documentation of an additional or booster dose of a COVID-19 vaccine if that is recommended by the U.S. Centers for Disease Control and Prevention.

(c) Imposing these requirements at an earlier date.

(d) Allowing a school district or other governing body to collect the documentation required under sections (4), (6), (8) and (10) of this rule.

(14) The vaccination documentation and documentation of medical and religious exceptions must be:

(a) Maintained in accordance with applicable federal and state laws;

(b) Maintained for at least two years; and

(c) Provided to the Oregon Health Authority upon request.

(15) Schools and school-based programs that violate any provision of this rule are subject to civil penalties of \$500 per day per violation.

Statutory/Other Authority: ORS 413.042, ORS 431A.010, ORS 431.110 & ORS 433.004

Statutes/Other Implemented: ORS 431A.010, ORS 431.110 & ORS 433.004

History:

PH 39-2021, temporary adopt filed 08/25/2021, effective 08/25/2021 through 02/20/2022

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, September 15, 2021

SUBJECT: Consideration of Deschutes County's Support of the Vietnam War Memorial on the Oregon State Capitol Grounds

The Governor signed Senate Bill 319 that establishes a Vietnam War Memorial on the Oregon State Capitol Grounds to the south of the World War II Memorial. The Oregon Parks and Recreation Commission approved the design for the project. The location in the arboretum provides a serene setting for reflection. The memorial also includes several symbolic components; a bosque of pear trees at the entrance symbolizes life and sacredness; water elements in the Garden of Solace signify life, purity, and hope.

A request has been made of each Oregon County to honor their Vietnam Veterans and their families by contributing to the Vietnam War Memorial Fund. The Vietnam War Memorial Fund is a charitable organization with the expressed purpose to generate funds through cash and in-kind donations for the design and construction of a Vietnam War Memorial on the Oregon State Capitol Grounds that will provide education opportunities for future generations.

Contributions can be made to the Vietnam War Memorial Fund at <http://vietnamwarmemorialfund.org/howtohelp.html>



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 9/15/2021

SUBJECT: Consideration of Board Approval of ORMAP Grant Application by the Information Technology Department

RECOMMENDED MOTION:

Move approval of the ORMAP Grant application in the amount of \$1560 by the Information Technology Department

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Information Technology Department is the creator of a set of software tools used by County Assessors across the State of Oregon. These software tools allow cartographers using GIS mapping software from ESRI to make annotations on tax lot maps. These annotations support the real property tax and assessment process. The latest version the ESRI GIS software has deprecated the use of several of these tools with the exception of one. The information Technology Department intends to update this remaining software tool to function with the latest version of ESRI GIS software. The ORMAP (Oregon Map) is a State fund used only for the development of the Oregon (GIS) Map. Grants from ORMAP have been funding the County's development these software tools for many years. This grant application requests reimbursement for the estimated effort by the Information Technology Department in performing the update to the software tools.

BUDGET IMPACTS:

The grant requests a reimbursement for the ORMAP fund for the amount of \$1560.00. This revenue was not budgeted and will be applied to County fund 305, GIS Dedicated.

ATTENDANCE:

This item is requested to be places in the Consent section of the agenda.

**PROJECT SPECIFICATION
ORMAP ESRI USER GROUP
TOOLS COMMITTEE
9/7/2021**

***INTRODUCTION (Complete before review)**

County: Deschutes County Date Submitted: 9/10/2021
Contact: Shad Campbell Work Estimate (hrs): \$1560 (24 hrs)
Phone: 541-317-3198 Enhancement: X BugFix: X
E-mail: shad.campbell@deschutes.org Edit Tools: X Map Prod. Tools:

Project Name (short 10 word description ie: adding annotation hooks)
Upgrade of ArcMap Cancelled Numbers Manager tool to ArcGIS Pro.

Justification (why do it):
Many counties used the Cancelled Numbers tool in the ArcMap environment to manage their cancelled numbers table. This tool has been requested to be available in the new ArcGIS Pro environment as well. This project is to create this tool in the new ArcGIS Pro environment.

Brief Deliverable Overview (proposed solution): A new Cancelled Numbers tool (Manager) will be created in ArcGIS Pro based on the functionality currently available in the original ArcMap tool.

***REQUIREMENTS (Complete before review)**

Current Process Summary (how does it work now): The current tool allows cartographers to manage how cancelled numbers are displayed on their maps. Users can add, delete, and sort cancelled numbers thru this simple interface. They can for example remove single row entries ("100","101","102"... "199") and replace them with a single entry that reads "100 thru 199". This creates a clean, organized list of cancelled numbers. Currently this tool operates very well in the ArcMap environment.

Desired Process Summary (how should it work):
This same functionality is requested in the ArcGIS Pro environment.

Assumptions/Constraints: It will work in a way that is equivalent to the existing tool.

***DESIGN (Complete before review)**

Start State: September 2021

End State: November 2021

Inputs: Original code base.

Outputs: New ArcGIS Pro AddIn which will contain an "ORMAP Tools" ribbon item, a button to open the dockpanel, and a dockpanel containing the user interface to manage the cancelled numbers.

User Interface: Equivalent to existing tool.

****COMMITTEE REVIEW (Only For General Release Tools)**

Approval Date: _____ Refined Time Estimate(Hours): _____
Priority: critical non-critical Approved ORMAP funding: _____
Assigned Programmer: Shad Campbell
Programmer Phone & Email: shad.campbell@deschutes.org 541-317-3198
Help File: _____
Testing County: _____ Deschutes County, Others? _____
Comments:

****WORK PROCESS (Only For General Release Tools)**

Initial Programming Completion Date: _____

Comments:

User Testing Completion Date: _____

Comments:

Review Completion Date By the Committee: _____

Comments:

Accepted For Next Release Date: _____

Comments:

User Documentation Completion Date: _____

Comments:

*Complete before committee review (Note: even if tool isn't planned on ever being added to the main trunk add the tool as a feature request to source forge and attach this document).

1. Introduction
2. Requirements
3. Design

**Complete for tools to be added to the next release or main trunk of source forge.



ORMAP

Grant Application Forms and Instructions

**Oregon Department of Revenue
Property Tax Division
955 Center St. NE
Salem OR 97309-5075**

Dear Oregon Map Project (ORMAP) Grant Requestor:

This application packet will help you through the ORMAP grant application process.

The grant application serves as a request for a project-oriented grant and a hardware/software grant. To ensure acceptance of your grant application, please follow the application instructions included in this packet and provide all necessary information. The information you provide is critical to the approval of your grant.

- ✓ Project-oriented grants: Please submit an electronic copy of the application (sections I, II and III) to the e-mail address below. Also, please include a copy of the County Assessor's signature from section II.E, by fax or by mail by the due date posted on the ORMAP Web site. (www.ormap.net)
- ✓ Hardware/software grants: There is no deadline for these grants. For approved hardware or software purchases submit sections I and II of the application at any time.

Submit county Assessor's signature to this e-mail, fax number, or address. If you have questions about the application or the process, please contact:

ORMAP Project Coordinator
Oregon Department of Revenue
Property Tax Division
955 Center Street NE
Salem OR 97309-5075
Tel: 503-586-8128
Fax: 503-945-8737
or.map@state.or.us

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Important information about the grant application process

- Use this packet and the grant application to apply for ORMAP project-oriented grants and to request funds to purchase approved hardware and software.
- The Oregon Department of Revenue (DOR) must receive all project-related grant request documents by the due date published on the [ORMAP website](#). Late applications may be reviewed during the next grant cycle.
- Grant requests for approved hardware and software: There is no due date on these types of grant requests. You may submit this type of request any time during the year.
- When DOR receives your application, the ORMAP Coordinator will e-mail you, acknowledging receipt.
- Coordinator's roles and responsibilities:
 - **County Coordinator:** DOR encourages each county to designate a single contact person as the county coordinator for the ORMAP grant request process.
 - **ORMAP Project Coordinator:** A department employee who works with the county coordinators, regional coordinators, the ORMAP Technical Group, the ORMAP Advisory Committee, and DOR, addressing project policies, administration, and the grant process.
 - **Fiscal Coordinator:** DOR encourages each county to designate a county employee to be responsible for project accounting.
- Each grant application must include the signature of the requesting county Assessor's or their representative. The ORMAP Coordinator will not review an application until they receive a signed digital or hard copy of the application signature page.
- The ORMAP Technical Group will not review a request unless a county representative, with knowledge of the grant request, is available in person or by telephone conference at meetings concerning their request.
- If the ORMAP Technical Group needs additional information to complete the review of a county's grant application, the county coordinator must complete an addendum form and submit it to the ORMAP Coordinator by the schedule data. The addendum must answer all of the technical group's additional questions.
- The project should meet *ORMAP Technical Specifications* out lined on the ORMAP website (<http://www.ormap.net/index.cfm?opt=grantsfunding>).
- Electronically submit applications to the e-mail address at the end of section III.

How does the ORMAP grant process work?

1. The department will announce the projected available funds for the current funding cycle and the projected limits for large and small grants
2. County staff sends a completed project-oriented grant application and supporting documents to DOR by the due date. The complete cycle schedule is on the ORMAP site (<http://www.ormap.net/index.cfm?opt=events>). The ORMAP Project Coordinator will review the grant request and may ask for more project information.

The ORMAP Coordinator receives, reviews, and may approve or deny grant applications for the purchase of ORMAP-approved hardware and software at any time.

3. DOR reviews grant applications sent to ORMAP using the ORMAP Funding Criteria (Appendix D) “Administrative Review Criteria” section and ORMAP Policies (Appendix C). Counties are given the opportunity to make timely changes to their grant application and resubmit to correct criteria the county did not meet. An application that does not pass all ORMAP criteria is not submitted to the technical committee for further review.
4. The technical group reviews grant applications that pass the Administrative Review Criteria. The group applies the Technical Review Criteria section of the ORMAP Funding Criteria at its first scheduled meeting. Counties are given the opportunity to correct any failed items by timely providing an addendum detailing the changes to the ORMAP Project Coordinator. The ORMAP Technical Group meets as often as necessary to review grant applications and addendums for the current cycle. After reviewing requests, the technical group gives a technical recommendation to DOR for each of the requests.
5. DOR using the Priority Scoring, awards points to grant applications that pass both the administrative and the technical committee review. The department will award full funding to grants at or below the 3% limit for small grants prior to using the weighted system. The balance of the fund will be available to the remaining grant applicants. Scoring is only required if the grant applications that pass the administrative and technical committee reviews request more funds than are available from the ORMAP project for that funding cycle. The technical committee reviews addendums and determines that the department applied the rules correctly and the resulting decision on scoring was applied in an objective way.
6. The department notifies each grant requestor in writing of the final award determination within two weeks after announcing the grant awards to the ORMAP Advisory Committee. If necessary, DOR may wait to award a grant until after an ORMAP Advisory Committee review.
7. Requestors may appeal grant decisions to Department’s Director in writing within 30 days of receiving the award letter.

ORMAP Project Coordinator
Oregon Department of Revenue
955 Center St. NE
Salem, OR 97301-2555

8. After DOR awards a grant, it sends a contractual grant agreement to each award recipient. The county signs and returns the agreement to the Department of Revenue.
9. To receive the approved grant funds, the county must submit a statement of completed deliverables and invoices to the ORMAP Project Coordinator prior to the contract expiring.
10. DOR may grant modifications to awarded ORMAP contracts. These modifications may be adjustments to the timeline, deliverables, or amount awarded. The modifications are granted at the discretion of DOR based

on availability of ORMAP funds or the circumstances that prevented the completion of the contract. To be granted a contract modification, the County Coordinator must send the completed ORMAP Contract Modification Request form to the ORMAP Coordinator. The department must receive contract modification requests 30 days prior to the contract expiration.

ORMAP Grant Application Checklist

| |
|---|
| <p>1. Appoint a County Coordinator.</p> <p><i>This person must have knowledge about the project in order to represent the grant at the ORMAP Technical Group meetings. He or she will need to clarify and provide answers to questions that arise at the meetings.</i></p> |
| <p>2. Develop a timeline to complete the grant application on or before the due date.</p> |
| <p>3. For planning purposes, notify the ORMAP Project Coordinator of the intent to apply for funds as soon as possible.</p> |
| <p>4. Coordinate with the county Assessor and county cartographer to receive project approval and the Assessor’s signature on the application document.</p> |
| <p>5. Complete the grant application as outlined in the instructions.</p> <p>Work closely with the county, regional, and ORMAP coordinators in planning and preparing your grant application document.</p> <p>Pay attention to: Hardware/Software allowances.</p> <p><i>Include an explanation of project costs; there is a consideration and possible approval when special circumstances exist.</i></p> |
| <p>6. Deliver the completed grant application to DOR by the due date. (Is the due date a specific date each year, or is it a certain number of days past grant application?)</p> |
| <p>7. Update your county/regional ORMAP business plan, available at www.ormap.net.</p> |

Does your grant application...

- have a timeline; is it realistic in relationship to your request
- clearly state the cost of the project; is it cost effective
- have measurable results (deliverables)?
- accomplish the ORMAP goals
- adhere to the current *Oregon Cadastral Data Exchange Standards*, and (www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx)
- fit within your county’s ORMAP business plan?

ORMAP Grant Application Instructions

Approved Hardware and Software Purchases: Complete only sections I and II of the grant application. DOR accepts requests for approved software and hardware any time during the year.

Any cost incurred over the allotted amount is the responsibility of the county. If a county requests to purchase GIS software that is not on the approved list, they must submit their request for approval to the ORMAP Technical Committee.

Project-oriented grants: Summarize your project and identify how the grant will help your county reach the ORMAP goals. The ORMAP Technical Group will use sections I and II, as well as the detailed project information in section III to ensure that the project meets the ORMAP Goal criteria.

SECTION I - COUNTY AND GRANT INFORMATION

This section asks for basic information about the county's funding request.

- A. County:** The county requesting ORMAP funds.
- B. Funding Cycle:** Grant cycle in which funds are being requested (such as, fall 2009 or spring 2010).
- C. ORMAP Goals:** Upon completion, what ORMAP goal will the county meet? For ORMAP goal definitions please see "[Appendix C: ORMAP Policies](#)".
- D. Grant Request Amount:** Only include the dollar amount you are requesting from ORMAP.

SECTION II - REQUEST SUMMARY

- A. Description of the Request and Deliverables:** This section is specific to your project and your deliverables. Provide a brief overview of the project.
 - Identify measurable deliverables that will complete certain tasks once approved. To receive grant payment, you must submit statements requesting the funds as the project deliverables and tasks are completed.
 - Identify the geography area to be covered by this project (township and range, city, or UGB)
- B. Timeline:** Indicate the project's start and completion dates. The Technical Group will determine if your project's timeline is realistic.
- C. Total Cost of Project:** List the number and cost of each deliverable in this request for the entire project, not just the ORMAP portion.
- D. Partnerships and Contributions:** List all the other funds you have secured to complete the project. If possible, include a dollar amount. This may include county contributions, state/federal agency contributions, or other funds.
- E. Assessor's Signature:** The sponsoring county's Assessor must sign the grant document.
- F. Fiscal Coordinator and Contact Information:** E-mail, phone, and mailing address.
- G. Project Coordinator and Contact Information:** E-mail, phone, and mailing address.

Section III – Detailed Project Information

In this section, please provide a detailed description of your project; you must answer all the questions. The Technical Group makes recommendations to the Department of Revenue based on this information.

A: Overview

1. Describe what the project is trying to accomplish.

Describe what planned outcome is and how it will be accomplished by this project.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

Please define the geographic area, which this project will cover within the county that is; Township, Range, and Sections, etc.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a status map of your county).

Describe the status of past ORMAP funded projects for your county, please list by funding cycle. Please include a “status map” that defines past project areas, the proposed project area of this application, and any future project phases.

4. Describe, in detail, your technical approach to the project for example, mapping methodology.

Please describe how you plan to complete the project. Include an outline of your mapping methodology; there is an example of the ORMAP Mapping Methodology on the ORMAP site.

5. Describe the project deliverables.

Outline what will be billed to ORMAP (number of tax lots, number of tax maps, or control points).

6. Who will be doing the work (county staff, contractor, department staff, etc.)? Please define their role(s).

Describe who will be responsible for completing the different parts of multi-part project. Define their roles in the project.

7. How will the county cartographer integrate the deliverables into the County maintenance plan?

Please define the role of the County Cartographer in the project. Include their role in the planning, production, quality control, the maintenance of the deliverable.

8. Provide a project timeline with milestones and completion dates.

Detail the project timeline; include milestones and completion dates of the project.

9. Does this project have any partnerships? If yes, please identify them.

Describe any partnerships contributions for this project.

10. Describe any innovations utilized by this project.

Provide details of any new processes or methods used on this project.

11. Detail Costs (who is paying for what?).

Outline which group will pay for what and the other contributions made to help pay for this project

B: Quality Control

1. Who will be responsible for quality control (QC)?

Who will be doing the QC, the county cartographer, other county staff, a vendor, or DOR?

2. Will county cartography staff review the deliverables?

Will a county cartographer be conducting a review of the deliverables?

3. Will there be a review by Department of Revenue’s cartography staff?

Will the Department of Revenue’s Cadastral Unit be reviewing the deliverables?

4. Describe QC procedures.

Outline the steps used in the QC process for this project.

C. Project Detail

1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?

For consideration, an “edge matching project” must be along a county boundary and the neighboring county has agreed to use the outcome on their boundary as well. Please identify the percentage of the boundary, in miles, completed by this project.

2. Is this project part of an ongoing multi-phased remapping project?

If this project is part of an ongoing multi-phased project, describe what phase is covered by this project and how many more phases still need to be completed.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

What percentage of the county tax lots and tax maps meet the ORMAP technical specifications? A copy of the ORMAP technical specifications is available on the ORMAP web site. Section 2 of the county’s ORMAP business plan will reflect these numbers as well.

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

Upon completion of this grant, will your county complete its remapping process; will you meet goal 6? By saying “yes,” a county may not request additional funds from ORMAP until DOR announces it will start accepting applications for projects other than remapping.

5. Is this project part of a multi-county effort? If so, please explain.

Please explain your county’s role as well as the role of the other counties identified in this multi-county remapping effort.

6. Will the project cost be affected if it is not fully funded this cycle?

Please identify any affected funding or partnerships if this project did not receive funding from ORMAP.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Please identify what data sharing/licensing agreement, if any. Has the county signed with the State of Oregon?

2. Identify any data restrictions or licensing issues.

Please identify any restrictions the county will place on the ability for this data to be shared with agencies outside of DOR.

E. Background Information

Any other information that you feel may help support the project.

If you have any questions, please contact the ORMAP Coordinator at or.map@oregon.gov or (503) 586-8128.

F. Other Issues - Please identify.

Describe any other issues.

G. Racial and Ethnic Impact Statement

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

The County Assessor must sign the completed section.

ORMAP Grant Application

Section I. County and Grant Information

| | |
|---|--|
| A. County: Deschutes | B. Funding Cycle: ORMAP Tools Grant |
| C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 X 5 <input type="checkbox"/> 6 <input type="checkbox"/> | D. Fund Request: \$1,560 |

Section II. Summary of Project

| | |
|---|--|
| A. Brief Overview of the Request | Department Assessment <input type="checkbox"/> Pass <input type="checkbox"/> Fail |
|---|--|

Upgrade of ArcMap Cancelled Numbers Manager tool to ArcGIS Pro.

Scope and Deliverables

| <i>Check</i> | <i>Deliverables</i> | <i>Brief description of the deliverables</i> |
|--------------------------|---------------------|---|
| <input type="checkbox"/> | Tax Lot Conversion | |
| <input type="checkbox"/> | Tax Map Conversion | |
| <input type="checkbox"/> | Control Points | |
| <input type="checkbox"/> | Development | |
| <input type="checkbox"/> | Other Assistance | |
| X | Other Deliverable | Cancelled Numbers Manager tool for ArcGIS Pro |
| <input type="checkbox"/> | Hardware/Software | |

B. Projected Project Completion Date (projects should not exceed one year)

Fall 2021

C. Total Costs of Project (add lines as necessary)

| Deliverable | Number of Items | Cost per Item | Total Cost |
|--------------------------------|-----------------|---------------|------------|
| Cancelled Numbers Manager Tool | 1 | \$1560 | \$1560 |
| | | | |
| | | | |

D. Partnerships and Contributions (add lines as necessary)

| Partner | Contribution |
|---------|--------------|
| | |
| | |
| | |
| | |
| | |

E. Assessor's Signature & Date:

F. Fiscal Coordinator – Name & Contact Number: Shad Campbell, IT Applications Manager – Deschutes County

G. Project Coordinator – Name & Title: Shad Campbell, IT Applications Manager – Deschutes County

E-mail address: shad.campbell@deschutes.org

Phone Number: 541-390-0629

Mailing Address:

14 NW Kearney Ave
Bend, Oregon 97703

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

Develop a new Cancelled Numbers Manager tool that operates in the ArcGIS Pro environment.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

All future mapping projects for counties that use ArcGIS Pro and the existing Cancelled Numbers Manager tool.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Completed

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

See attached proposal

5. Describe the project deliverables.

A new Cancelled Numbers Manager tool in ArcGIS Pro based on the functionality currently available in the original ArcMap tool.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

County staff.

7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?

Deschutes County staff will test the new tool in the software to ensure it works within the ArcGIS Pro environment.

8. Provide a project timeline with milestones or completion dates.

See attached proposal.

9. Does this project have any partnerships? If yes, please identify them.

Yes – The ORMAP Tools Committee Members

10. Describe any innovations utilized by this project.

New software.

11. Detail Costs (who is paying for what).

\$1,560

B. Quality Control

1. Who will be responsible for quality control (QC)?

Deschutes County and Tools Committee

2. Will county cartography staff review the deliverables?

Yes

3. Will there be a review by Department of Revenue’s cartography staff?

Yes – as members of the tools committee.

4. Describe QC procedures.

N/A

C. Project Detail

1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?

No

2. Is this project part of an ongoing or multi-phased remapping project?

Yes – This is software that we have all agreed to move forward with.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

| | Total Countywide | Meet Tech Specs | Percent Complete |
|----------|------------------|-----------------|------------------|
| Tax Lots | | | |
| Tax Maps | | | |

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

5. Is this project part of a multi-county effort? If so, please explain.

Yes – ORMAP ESRI Committee

6. Will the project cost be affected if it is not fully funding this cycle?

Yes – we will not go forward.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

N/A

2. Identify any data restrictions or licensing issues.

This is part of the ESRI software and requires a Cancelled Numbers table exist as part of the ORMAP data schema.

E. Background Information

Any other information that you feel may help support the project.

F. Other Issues - Please identify.

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- _____ Women
- _____ Persons with Disabilities
- _____ African-Americans
- _____ Hispanics
- _____ Asians or Pacific Islanders
- _____ American Indians
- _____ Alaskan Natives

- 2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- _____ Women
- _____ Persons with Disabilities
- _____ African-Americans
- _____ Hispanics
- _____ Asians or Pacific Islanders
- _____ American Indians
- _____ Alaskan Natives

- 3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this _____ day of _____, 20____, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: _____

Printed Name: _____ Title: _____

¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

Submit completed forms to:

| Mail | Contact Information |
|--|--|
| ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555 | Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us |

Additional Forms

ORMAP Grant Application Addendum – Alternate Funding Request

Section I. County and Grant Information

| | |
|---|---|
| a. County: | b. Funding Cycle (Spring or Fall / Year): |
| c. Original Grant Request: \$ | |
| Reduction percentage and award amount to be filled in by Department of Revenue | |
| d. Reduction Percentage: | e. Awarded Amount: \$ |
| Please provide the following additional information to help us understand the impact of reductions in varying amounts to your original grant request if there are insufficient funds available funds to provide 100% funding. Please note at what point the reduction requested would make the project impossible to undertake. | |

Section II. Reduction Options – Additional Information as Requested

If you received a reduced grant amount how would it affect the following:

1. What will your deliverables be with this reduction (that is, the number of tax lots, tax maps, or control points)?
2. How will this reduction affect your current methodology, if at all?
3. How will this reduction affect your county’s remapping completion date?

| Mail | Contact Information |
|--|---|
| ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555 | 503-586-8128 Fax: 503-945-8737 or.map@state.or.us |

ORMAP Grant Application Addendum— Request for Additional Information

Complete only if requested by ORMAP Technical Group

| Section IV. County and Grant Information | |
|---|-----------------------|
| a. County: | b. Funding Cycle: |
| | c. Fund Request \$ |
| Section V. Project – Additional Information as Requested | |
| 1. | |
| | |
| 2. | |
| | |
| 3. | |
| | |
| 4. | |
| | |

ORMAP Contract Modification Request

Date:
County:
Contract #:
Current Expiration Date:

Department of Revenue reviews contract modifications on a case-by-case basis. The department may deny a modification request if; the modification is outside the scope of the ORMAP project, deliverable modifications deviates from the original grant request, or the contract has already been modified.

Contract expiration extensions can only be up to 1 year in duration.

Please submit contract modifications to:

OR.MAP@state.or.us

Or

Philip McClellan
Property Tax Division
955 Center St. NE
PO Box 14380
Salem OR 97309-5075
Fax: (503) 945-8737

Please answer the following questions:

1. What will be the new contract expiration date?
2. Why do you require a contract modification?
3. Will this modification affect other outstanding ORMAP contracts? If so, explain.
4. Will the modification change the deliverables from the original contract? If so, please explain.

Signed

Date



Date:

Remit Payment to:

ORMAP Contract Number:

Total Invoiced Amount:

When submitting invoice for payment please include the updated invoice chart below along with the deliverable(s).

Thank you.

| Contract Number: | | | | |
|-------------------------|--------------------|-----------------|------------------|-----------------|
| Deliverable Description | Total Grant Amount | Current Billing | Remaining Amount | Completed Items |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

Project Status (Brief description of project progress):

I confirm that all data included in this delivery is true and accurate.

Print Name and Title:

Sign:

Date:

Submit Invoice to:
or.map@state.or.us
 -OR-
 Philip McClellan
 Oregon Department of Revenue
 Property Tax Division
 PO Box 14380
 955 Center St. NE
 Salem, OR 97309-5075
 Fax: 503-945-8737

Appendix

Appendix A: Approved Hardware and GIS Software Purchase List

The following list shows the one-time cost allowances for the purchase of hardware and software products. Any cost incurred over the allotted amount is the responsibility of the county. If a county would like to purchase GIS software that is not on the approved list, they must submit their request for approval by the ORMAP Technical Committee.

You must meet **all** of the following criteria:

- Your software request does not exceed the per-license amounts listed.
- You do not request more than one software license.
- Your hardware request does not exceed the amount listed.
- You do not make more than one request for each type of equipment.

| Software | |
|--|------------------|
| ESRI ArcGIS for Desktop- includes first year of maintenance | |
| Software | Allotment |
| Basic | \$1,500 |
| Standard | \$7,000 |
| Advanced | \$9,900 |
| ArcSDE Workgroup | \$5,000 |
| Intergraph GeoMedia- includes first year of maintenance | |
| Software | Allotment |
| GeoMedia | \$8,010 |
| Parcel Manager | \$4,320 |
| Transaction Manager | \$4,320 |
| Hardware | |
| Equipment | Allotment |
| Plotter | \$5,400 |
| Personal Computer | \$2,500 |
| Server | \$5,000 |

Appendix B: ORMAP - Related Statutes

Purpose:

- **ORS 306.135(1)** The Department of Revenue shall develop a base map system to facilitate and improve the administration of the ad valorem tax system.

Funding:

- **ORS 205.323 Additional fees for recording certain instruments; use of fees. (1)** In addition to and not in lieu of the fees charged and collected under ORS 205.320 and other fees, the following fees shall be charged and collected for the recording or filing of any instrument described in ORS 205.130:
(a) A fee of \$1, to be credited as provided in subsection (3) (a) of this section;

And . . .

(3) Have the amounts charged and collected under this section:

- **(a) The recording or filing fee charged and collected under subsection (1)(a) of this section shall be deposited and credited to the Oregon Land Information System Fund established under ORS 306.132;**
- **ORS 306.132 Oregon Land Information System Fund (1)** The Oregon Land Information System Fund is created separate and distinct from the General Fund.

How to use the funds:

- **ORS 306.132(2)** Moneys in the Oregon Land Information System Fund are continuously appropriated to the Department of Revenue for the purpose of funding a base map system to be used in administering the ad valorem property tax system.

Advisory Committee:

- **ORS 306.135(2)** In developing the base map system, the department shall be advised by an advisory committee that is hereby created and that shall be known as the Oregon Land Information System Advisory Committee. The advisory committee shall advise the department concerning the administrative and public needs related to the development of the base map system.
- **ORS 306.135(3)** The advisory committee shall consist of individuals appointed to the committee by the Director of the Department of Revenue.

Appendix C: ORMAP Policy Guidelines

Revised October 2013

The Department of Revenue administers the ORMAP Program within the following policy guidelines.

Policy Guidance: The ORMAP Advisory Committee provides policy advice on issues related to establishing the ORMAP vision, fund distribution, goal setting, priority setting, and overall direction of the program. The ORMAP Advisory Committee does not review individual grant proposals unless requested to do so by department staff or the ORMAP Technical Group in order to help the department address a policy issue. Final policy decisions are the responsibility of the Department of Revenue.

Funding Process:

- a. The department will announce the projected available funds for the current funding cycle and the projected limits for large and small grants
- b. The department reviews grant applications sent to the department using the *Administrative Review Criteria* and *ORMAP Policies*. Counties are given the opportunity to make timely changes to their grant application and resubmit to correct criteria the county did not meet. An application that does not pass all DOR criteria is not submitted to the technical committee for further review.
- c. Once the department receives the final deposit for the funding cycle, the large grant limit will be set. The department will apply an automatic modification to grants to match the 20% limit, if needed.
- d. The technical committee reviews grant applications that pass the *Administrative Review Criteria*. The committee applies the *Technical Review Criteria* at its first scheduled meeting. Counties are given the opportunity to correct any failed items by timely providing an addendum detailing the changes to the ORMAP coordinator.
- e. The department using the Priority Scoring, awards points to grant applications that pass both the administrative and the technical committee review. The department will award full funding to grants at or below the 3% limit for small grants prior to using the weighted system. The balance of the fund will be available to the remaining grant applicants. Scoring is only required if the grant applications that pass the administrative and tech committee reviews request more funds than are available from the ORMAP project for that funding cycle. The technical committee at its second scheduled meeting reviews scoring. The technical committee will determine that the rule was applied correctly and that the resulting decisions on scoring were applied in an objective way. The technical committee will review any grant addendums and approve priority scoring at its second scheduled meeting.
- f. The department provides funding to as many counties as possible, ranking each grant application in point total order, with the higher scoring projects receiving preference, taking account of and applying (at the discretion of the department) budget reduction package information, until the funds available are largely depleted (allowing for a slight ending balance).
- g. The department will provide the full 20% grant limit to counties, which grant applications will complete the county's remapping, bringing 100% of the county's tax maps, to technical specifications.

The County: The "county" is defined as the group requesting funds from the ORMAP Project. Only members of county staff may request funds from ORMAP. The county assessor is responsible for all contracts awarded by ORMAP, whether or not the assessor's office is the county department requesting the funds.

Grants Request: Requests for ORMMap funds are made during the grant cycles specified by DOR, typically in the spring and in the fall. A county must complete an ORMMap Grant Application; Form No. 150-304-101-9. The application is available upon request to the ORMMap Project Coordinator. The completed application must be submitted to the ORMMap Project Coordinator no later than the due date posted on the ORMMap website for that funding cycle.

ORMMap Technical Committee: The ORMMap Technical Committee is a voluntary group made up of representatives of the stakeholders of the base map system including state, local, federal, public, and private areas. Vendors are welcome to participate in a nonvoting, non-decision-making role. The group reviews all grant proposals before they are presented for approval to the Director of the Department of Revenue.

The committee uses the following criteria when reviewing proposals:

- Grants have a timeline that is realistic in relationship to the request.
- A grant clearly states the cost of the project and is it cost effective?
- Grants have measurable deliverables.
- Clearly describe how the project will help the county/region move forward to accomplishing the ORMMap goals.
- Counties adhere to the current Cadastral Data Exchange Standard.

ORMMap Tools Subcommittee: The department will set aside 3% of the available funds each cycle to fund subcommittee-approved projects. This fund will not exceed \$25,000. This fund will be separate from the funds available for remapping projects. The subcommittee determines the projects that are eligible for funding. They will assign a county to be responsible for the work. The group submits a grant request to ORMMap outlining the tools or enhancement. Participating counties are required to provide matching funds. The subcommittee will report to the Tech Group the progress of each project.

Once the project is completed, the subcommittee is responsible for any testing. When testing is complete, the Subcommittee Chair will notify the ORMMap Coordinator that the project is eligible for reimbursement from ORMMap.

ORMMap Goals: The ORMMap program will make decisions and set priorities that enhance the program's ability to fulfill the following goals:

Goal 1: ORMMap Goal 1 establishes that by April of 2002, Oregon will have a statewide, easily accessible, digital base map system that provides picture images of assessor maps and a limited amount of information via the ORMMap website. (Completed)

Goal 2: ORMMap Goal 2 establishes that by October of 2004, Oregon will have a statewide, digital tax map system that supports a limited number of GIS applications. (Completed)

Goal 3: ORMMap Goal 3 establishes that by October of 2006, Oregon will have a statewide, digital tax map system that supports the Assessment and Taxation (A&T) function and may be useful for a variety of additional GIS applications. Forty percent (40%) of county tax maps are produced meet [*ORMMap Technical Specifications*](#).

Goal 4: ORMMap Goal 4 establishes that by October of 2012, Oregon will have a statewide digital tax map system that supports the needs of the Assessment & Taxation (A&T) function and may be useful for other public and private GIS applications. Seventy percent (70%) of county tax maps are produced meet ORMMap Technical Specifications.

Goal 5: ORMMap Goal 5 establishes that by October of 2014, Oregon will have a statewide digital tax map system that supports the needs of the Assessment & Taxation (A&T) function and may be useful for other public and private GIS applications. Ninety percent (90%) of county tax maps are produced meet ORMMap Technical Specifications.

Goal 6: ORMAP Goal 6 establishes that by October of 2016, Oregon will have a statewide digital tax map system that supports the needs of the Assessment & Taxation (A&T) function and may be useful for other public and private GIS applications. All (100%) of county tax maps are produced meet ORMAP Technical Specifications.

Pilot Project: To ensure a quality deliverable, the completion of a successful pilot project is required before the approval of large grant requests or grants using a contractor new to the ORMAP process.

Hardware and Software Purchases: ORMAP grant funds may be used for hardware and software purchases for the counties to use for Assessment and Taxation functions. These purchases will be limited to equipment found on the approved ORMAP Equipment list and within the approved price range. These requests can be made at anytime as stated in OAR 150-306-0130. Any hardware or software purchase is a one-time purchase, and all future maintenance and licensing becomes the responsibility of the county.

Business Plans: All counties are expected to develop and maintain an ORMAP Business Plan that outlines how and when the county will be completing work to move its cadastral data to ORMAP Technical Specifications. A business plan template has been developed for use by the counties. All grant proposals must show how they relate to the county's business plans.

Mapping Methodology: Projects should follow a mapping methodology similar to the mapping methodology set by department. A copy of this methodology is on the ORMAP website.

Work Completed: ORMAP will only pay for work completed during the one-year timeframe of the contract. DOR will not provided funding for work completed prior to the date on the signed contract or after the expiration date. All funding requests represent an estimated cost, and unused funds are reverted to ORMAP. In order to receive funds, a county submits an invoice with a detailed list of completed deliverables. The technical committee will review cost overruns before allocating new funds.

Partnerships: Where possible, ORMAP grant applications should be given a priority if the funds will be used to leverage other funds and resources from other county departments, government agencies, or private industries that use the cadastral data produced by ORMAP and the County. Internal county partnerships are those that involve funding/resources from program areas outside of regular county cadastral map development. Cadastral/mapping staff time, equipment and other overhead costs will not be considered partnerships. The ORMAP Coordinator will assist counties develop partnerships by identifying opportunities and developing materials that explain the benefits of partnerships.

Data Conversion: Data conversion requested in a grant application must be part of the county's plan for remapping and included in its ORMAP business plan. If a conversion is part of the remapping plan but the converted data may not meet ORMAP technical specifications, the technical committee will review the data conversion request. If the committee determines the proposed conversion benefits ORMAP goals, the county will be eligible to receive ORMAP funds for the conversion. If a county is already mapped to ORMAP technical specifications, converting existing digital data to a new data format may be considered maintenance.

Funding Personnel: ORMAP grant applications may be submitted to fund:

- overtime incurred by existing county personnel assigned to complete work on an approved mapping project,
- temporary employees hired by the county to complete project work, or
- regular status personnel hired to work on the project that is the subject of the grant application.

NOTE: The decision to use contractors, temporary employees, or regular status employees is at both the discretion and the peril (in the event of insufficient grant funding) of the county. Once the project that is the subject of the grant application is completed, ORMAP funding for staff will cease unless a grant request for another project is approved.

Large Grants: The Department will announce the projected available funds prior to the funding cycle. Large grants are grant requests over 20% of the available funds. If grant reductions are required, all grant requests in excess of 20% of available funds are automatically reduced to the announced dollar amount before calculating and applying further reductions, if needed.

Example: The announced fund balance is \$400,000, and 20% of this is \$80,000. Grant requests for the funding cycle exceed the available funds and reductions are required.

“County A” has submitted its original grant for \$95,000. It is automatically reduced to \$80,000 (the 20% limit), scored and weighted using the funding criteria, and is then reduced by another 40%. The total awarded to County A is, \$48,000.

Small Grants: The Department will announce the projected fund balance prior to the funding cycle. Small grants are grants requesting 3%, or less, of the available funds. Counties requesting a “small grant” will receive full funding if it passes the funding criteria as defined by the department. These grants are awarded funds prior to grants that exceeded the 3% in the funding cycle, reducing the overall available dollars.

Example: The announced fund balance is \$400,000, and 3% of that is \$12,000. Grant requests for the funding cycle exceed the available funds and reductions are required.

“County B” has submitted its original grant for \$12,000. Since this grant did not exceed the 3% limit, ORMAP awards County B \$12,000.

Final Remapping Grant Application: If a county grant application brings the entire county to meeting ORMAP Goal 6 (100% of county tax maps meeting the technical specifications), it will receive a one-time full funding to the 20% funding limitation. If more than one county submits a final grant request, the technical group and advisory committee will review final grant applications for full funding.

Exception Areas: Exception Areas are areas within a county that the County’s Assessor has identified as having no current (or anticipated) business need or economic return to remap to ORMAP technical specifications at this time. The County must document these areas in the metadata; this will contain an explanation as to why the area does not meet the standards. As well as, fill in the appropriate codes in the attribute table following the [Oregon Cadastral Data Exchange Standard](#) (see [ORMAP Reliability Codes](#)).

Appendix D: ORMAP Funding Criteria

Revised March 2014

Funding Process

1. Prior to the funding cycle the tools committee chair will report to the ORMAP coordinator the amount from the tools fund that can be released for general county grant requests.
2. The department will announce the projected available funds for the current funding cycle and the projected limits for large and small grants.
3. Grant applications sent to the Department of Revenue will reviewed using the *Administrative Review Criteria* and *ORMAP Policies*. Counties have the opportunity to make timely changes to their grant application and resubmit to correct criteria the county did not meet. An application that does not pass all of these criteria will not submitted to the technical committee for further review.
4. The technical committee reviews grant applications that pass the *Administrative Review Criteria*. The committee applies the *Technical Review Criteria* at its first scheduled meeting. Counties are given the opportunity to correct any failed items by timely providing an addendum detailing the changes to the ORMAP coordinator.
5. Once the department receives the final deposit for the funding cycle, the large and small grant limits will be set. The department will apply an automatic modification to grants to match the 20% and 3% limits, if needed.
6. The department will use the *Priority Scoring* to score grants applications that pass both the administrative and the technical committee review. Scoring is only required if the grant applications that pass the administrative and tech committee reviews request more funds than are available from the ORMAP project for that funding cycle. The technical committee at its second scheduled meeting reviews scoring. The technical committee will determine that the department applied all the rules correctly and that the resulting decisions on scoring were applied in an objective way. The technical committee will review any grant addendums and approve priority scoring at its second scheduled meeting.
7. The department provides funding to as many counties as possible, ranking each grant application in point total order, with the higher scoring projects receiving preference, taking account of and applying (at the discretion of the department) budget reduction package information, until the funds available are largely depleted (allowing for a slight ending balance).

Review Criteria

Administrative Review

Each of these criteria is pass/fail. The county may make changes to the application if it does not meet the criteria, prior to it being posted for technical review.

1. **Maintain a current online ORMAP business plan and provide DOR with a status map of the county's ORMAP project phases.**

A countywide status map will be a map of the county showing all the townships and sections within the county showing all phase of the remapping process. This will include all completed and future phases.

2. Have no more than two outstanding ORMAP “single county” grants.

A county may only have two outstanding single county grants. A “single county” grant is a grant that has only one county named in the grant. If a county has two outstanding grants at the start of the funding cycle they may still apply for funding as long as at the time the current cycle’s grant becomes active they only have two grants. This means if a county has two outstanding grants, one of those grants must be completed or expire at the time the current cycle’s contract becomes active. A contract modification that includes a deadline extension may affect a county’s ability to receive future funding.

Grant applications that are part of the Production Tools Group are exempt from this review criteria, as are grants that include a partnership of more than one county.

3. Agree to share data with the Department for its internal uses.

Data outlined in the Cadastral Data Exchange Standard. **Does not** include ownership information; includes use of the data for the ORMAP website.

4. Propose a project directed at meeting one of ORMAP’s goals.

Does the proposed project assist the county in meeting one of the current goals of ORMAP?

5. Provide ORMAP, by February 1, with the most current calendar year’s countywide shape file, which meets the Cadastral Data Exchange Standard.

6. At the Department’s discretion, counties will provide a “reduction package” within the grant application outlining funding reductions of varying percentages.

To prioritize county needs and help the Department applies funding reductions, if needed.

7. Final Remapping Grant Application.

If a county grant application brings the entire county to meeting ORMAP Goal 6 (100% of county tax maps meeting the technical specifications), it will receive a one-time full funding to the 20% funding limitation. If more than one county submits a final grant request, the technical group and advisory committee will review final grant applications for full funding.

Technical Review

Each of these criteria is pass/fail. If the application does not meet the criteria, the county can make changes via an addendum following the technical committee’s first meeting and prior to the committee’s second meeting.

The grant application must:

1. Demonstrate a successful process.

A successful process is one that is cost effective and aligns with the ORMAP goals.

2. Have a completion timeframe not to exceed one year.

Projects that will last longer than one year must be broken into multi-year projects or phases and are reviewed each year.

3. Have a reasonable and measurable deliverable.

A reasonable and measurable deliverable is a deliverable that can be completed within the one-year timeframe using the methodology detailed in the grant application.

Priority Scoring

Scoring points for technical and policy ratings are added into a single score.

Technical Rating

County grant proposals that meet all of the ORMAP criteria are scored as follows:

1. County edge matching projects – maximum of 5 points

If the requested project will address edge matching of the tax lot layer with neighboring counties, it will receive a maximum of five points. The county must have agreements with the neighboring counties affected by the project. The scoring will be as follows:

Percent of project, in distance (miles), along a common boundary:

| | | |
|-----------|---|----------|
| 1% - 10% | = | 1 point |
| 11% - 20% | = | 3 points |
| 21+% | = | 5 points |

If the county boundary is completed, and the county can produce documentation that the neighboring counties agree to the boundary, the county will receive an automatic 3 points on all future grant applications. To qualify for these points the county must use the following procedures.

a. Counties Agree to Common County Tax Lot Boundary

Counties agree to a common county tax lot boundary for assessment purposes, remapping of tax lots, and tax lot maintenance. This boundary will be derived from the tax lot layer.

This agreement must identify the counties’ data steward and provide their contact information. The data steward is the person in the county that is responsible for the maintenance of the county’s tax lot layer.

b. Counties Exchange County Boundary Data

Counties will exchange digital tax lot boundary data with the other county involved in the agreement for internal review. Any discrepancies must be resolved or documented.

c. Counties agree to notify the other of any Boundary Changes

A county must notify the other county of any changes made to their cadastral data occurring along the county boundary and provide them with updated boundary data within 30 days of the change.

d. Counties submit county boundary data to Department of Revenue for review.

The county tax lot boundary data will be submitted to the Department of Revenue for an annual review of the county boundaries statewide. If the department finds any discrepancies with the data, it will notify the counties for their review and correction.

2. Ongoing projects – 2 points

The project is part of an ongoing, multi-phased project outlined in the county’s online ORMAP business plan.

3. Completion of a low percentage of tax lots that meet the ORMAP Technical Specifications – maximum of 5 points

The percentage of completed tax lots are taken from the county’s online ORMAP business plan. If the requesting county has a low percentage of its tax lots meeting the technical specifications, points are awarded as follows.

| | | |
|-----------|---|----------|
| 1% - 30% | = | 5 points |
| 31% - 70% | = | 3 points |
| 71% - 99% | = | 1 point |

Policy Rating

1. Multi-county efforts to encourage collaboration – 1 point

Projects that involve more than one county in the production of maps, collection of control, or sharing of resources is considered a multi-county effort. An example is remapping the county boundary where each county involved remaps a portion of the boundary and other counties use that data. Another example is one county developing a tool or process that can be used by other counties. In order to receive points, an agreement with the other counties is needed indicating that this tool or process will be implemented by the other counties.

2. Funding partnerships – 1 point

A funding partnership is an agreement with another agency or department within the county to provide cash or services to meet the goals of ORMAP. Services that are normally be provided by that agency, such as computer support from county IT services are not included.

3. Significantly greater costs if not funded in the current cycle – 3 pts

The county must document a significant saving to funding the project in the current cycle versus funding later or by spreading it out over multiple project phases.

4. Significant contribution of non-DOR resources to completing ORMAP Goal 6 – Maximum of 5 points

Comparison of the total amount of ORMAP funds expended divided by the number of tax lots that are currently in Goal 6 compliant tax maps. A county in the 75 percentile measured by the lowest cost per tax lot receives five points; a county in the 50 percentile receives 3 points; a county in the 25 percentile receives 1 point.

5. County has signed a statewide data sharing agreement to share their tax lot data – 2 points

This is in reference to the Department of Administrative Services (DAS) and the Cadastral Framework Team’s (FIT) effort to share county tax lot data with state agencies for limited purposes. By signing this agreement a county would received \$1,000 annually in exchange for making their tax lot data available as part of a statewide tax lot shapefile.

6. Preference points for next funding cycle – 3 points

If a county voluntarily withdraws its grant request, “preference points” are awarded when the county resubmits the grant request. The grant request must be the same as the withdrawn grant. The department gives consideration for any reasonable increases in cost because of the delay in performing the work.



BOARD OF
COMMISSIONERS

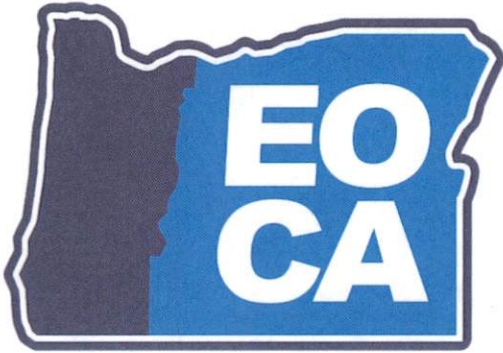
AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, September 15, 2021

SUBJECT: Consideration of 2021 EOCA Membership Dues

ATTENDANCE:

Tom Anderson, County Commissioner



Eastern Oregon Counties Association

Membership Invoice

Date: 20 July 2021

Invoice: T1-20200003

Payment Due: 20 August, 2021

Deschutes County
1300 NW Wall St, Ste 206
Bend, OR 97703

In addition to basic membership, you can opt to support additional interests of the Eastern Oregon Counties Association. Current opportunities include the Blue Mountain Intergovernmental Committee (BIC) and the Eastern Oregon Economic Summit.

| DESCRIPTION | AMOUNT | COMMITMENT AMOUNT |
|--|---|-------------------|
| Basic Membership (FY 2021-2022) | \$ 12,500 | \$ 12,500 |
| Blue Mountain Intergovernmental Committee (optional) | \$ 5,000 | |
| Eastern Oregon Economic Summit (optional) | Suggested Contribution \$ 1,000 to \$ 5,000 | |
| TOTAL | | |

Please submit check payment along with a copy of this invoice to:

UNION COUNTY
EOCA
1106 K. Avenue
La Grande, OR 97850

EOCA Membership Dues

| Year | Amount Invoiced | Amount Paid |
|-------------|------------------------|--------------------|
| 2018 | \$14,600 | \$14,600 |
| 2019 | \$15,400 | \$15,400 |
| 2020 | \$12,500 | \$12,500 |
| 2021 | \$12,500 | |