

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 18, 2019 at 9:00 a.m.

Port of Morrow Riverfront Center, Port Commission Room

2 Marine Drive, Boardman, Oregon

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated September 19th; 2019 Fair premiums, Sept. 12th, \$817;
 - b. Minutes: August 21st
 - c. Order No. OR-2019-12 – Authorizing Treasurer to Invest Funds
 - d. Intergovernmental Agreement between the County and Oregon State University Extension Service for the provision and funding of OSU educational programs in the County
 - e. First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services
 - f. **ResNexus Reservation System for County Parks, Subscription Agreement**
 - g. **CMS (Complete Merchant Solutions) Contract in connection with ResNexus Subscription Agreement**
5. **Business Items**
 - a. **Discussion Regarding Oregon Department of Transportation, Rail & Public Transit Division Agreement #33779 (Anita Pranger, Coordinator, The Loop)**
 - b. Irrigon Building Update
 - c. Resolution No. R-2019-19 – Adjusted Revenue from Oregon Department of Veterans’ Affairs (Kate Knop, Finance Director; Darrell Green, Administrator)
 - d. Review County Application for Oregon Department of Veterans’ Affairs Funds (Karmen Carlson, Human Resources Director)
6. **Department Reports (None Scheduled)**
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
10. **Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
11. **Sign documents**
12. **Adjournment**

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

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

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

**Morrow County Board of Commissioners Meeting Minutes
August 21, 2019
Port of Morrow Riverfront Center, Port Commission Room
Boardman, Oregon**

Present

Chair Jim Doherty

Darrell J. Green, Administrator

Commissioner Melissa Lindsay

Richard Tovey, County Counsel

Commissioner Don Russell

Roberta Lutcher, Executive Assistant

Call to Order & Pledge of Allegiance: 9:02 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

Commissioner Lindsay removed Oregon Youth Authority Intergovernmental Agreement (IGA) #14287 for discussion.

Oregon Youth Authority IGA #14287, Juvenile Crime Prevention Basic Services

Commissioner Lindsay noticed the IGA did not contain Exhibit G, Service Plan. County Counsel Richard Tovey said it likely is the list of services provided by the Juvenile Department. She then asked that the Plan be presented in the near future once the new Juvenile Department Director is on-board.

Commissioner Lindsay moved to approve the State of Oregon, Oregon Youth Authority, Juvenile Crime Prevention Basic Services, Intergovernmental Agreement #14287, effective July 1, 2019 to June 30, 2021; not-to-exceed compensation to County: \$35,900; and authorize Chair Doherty to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Accounts Payable

Chair Doherty brought up the County's internet provider, Inland Development Corporation (IDC), and asked if they were the only provider of such a service in the County.

Commissioner Russell provided the history and an overview of IDC, explaining it's a not-for-profit entity that supplies service to government agencies and other not-for-profits. He also noted he is a member of the board of Windwave, the subsidiary of IDC. As to whether or not there are other providers to Morrow County, Commissioner Russell suggested Chair Doherty contact IDC, which he said he would do.

Chair Doherty moved to approve the following items in the Consent Calendar:

*1. Accounts Payable, August 22nd, \$187,972.26; Payroll Payables, August 13th, \$174,838
Commissioner Lindsay seconded. Unanimous approval.*

9:15 a.m. – Public Hearing

North County Government Center Progressive Design-Build Exemption from Competitive Bidding Requirements, Order No. OR-2019-11

Chair Doherty reviewed how to offer testimony, reminded attendees to sign-in and called for abstentions or conflicts of interest. Hearing none, he asked for the Staff Report.

The request is to exempt the construction of the North County Government Center from traditional competitive bidding requirements in order to use the Progressive Design-Build (PD-B) method.

Darrell Green, Administrator, explained the Board is the primary contracting agency for the County and has the ability to authorize the exemption. He reviewed the criteria cited in Exhibit A of the Order (Operational, Budget & Financial Data; Public Benefits; Value Engineering, Specialized Expertise; Public Safety; Market Conditions; Technical Complexity; and Funding Sources).

Chair Doherty said he liked the PD-B concept, and added this project will be his first such venture and “the proof will be in the pudding.”

Commissioner Lindsay referred to the Funding Sources section of Exhibit A, noting it listed anticipated funding from the General Fund or Strategic Investment Program (SIP) Funds, but did not specifically list financing as an option. She asked if that would present any problems.

Chair Doherty stated he liked the fact that the wording wasn't “fixed,” which was also echoed by Commissioner Russell.

Commissioner Lindsay also agreed, and went on to say the Board doesn't want to close the door to any options.

Brief discussion about the need for this building in north County. Chair Doherty said he liked that Mr. Green indicated primary offices will still likely be at the Courthouse and Bartholomew Building.

Chair Doherty received no response to his individual calls for proponents, opponents and neutral parties to speak. The Public Hearing was closed at 9:24 a.m.

Commissioner Russell moved to exempt the North Morrow County Government Center Building Project from competitive bidding requirements, pursuant to Order No. OR-2019-11 – In the Matter of Exempting the Contract to Construct a New North Morrow County Government Center from Competitive Bidding. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said this action was to fully disclose the process and get public input. The fact no contractors or members of the public were present to dispute the process speaks volumes, she said. Chair Doherty said it was a necessary step. Mr. Green said it means the County doesn't

have to accept the lowest bid, but there are still other competitive bid requirements. Commissioner Russell recounted a previous project in which he was involved where they had to accept the lowest bid knowing there would be problems, which turned out to be the case. It's not fun filing a complaint against someone with a bond, he added. Vote: Unanimous approval.

Business Items

Irrigon Building Update

Darrell Green

Mr. Green talked about the timeline for the Request for Qualifications for the Progressive Design-Build Team, and the asbestos survey that will be done on the Irrigon Annex, which has to take place prior to demolition.

Comment Letter - Boardman to Hemingway (B2H) Transmission Line Project Draft Proposed Order

Carla McLane, Planning Director

Ms. McLane reviewed the letter which contained the corrections being requested by the County to the Oregon Department of Energy's Draft Proposed Order regarding the B2H Project. Various discussions.

Commissioner Russell moved to approve the comment letter to be submitted to the Oregon Department of Energy in relation to the Boardman to Hemingway Transmission Line Project, to be signed and delivered by Carla McLane, Planning Director. Commissioner Lindsay seconded. Unanimous approval.

Planning Commission Appointment Requests

Ms. McLane

Ms. McLane discussed recruitment efforts for the vacant Irrigon and Boardman position on the Planning Commission.

Commissioner Russell moved to approve the following appointments to the Planning Commission:

- 1. Stanley Anderson to Position 3 serving the greater Irrigon area, fulfilling the term ending December 31, 2020. Term of appointment to be August 21, 2019 through December 31, 2020*
- 2. Karl Smith to Position 9 serving the greater Boardman area, fulfilling the term ending December 31, 2021. Term of appointment to be August 21, 2019 through December 31, 2021*

Commissioner Lindsay seconded. Unanimous approval.

Planning Department Monthly Report

Ms. McLane

The report by Ms. McLane included status updates on the Buildable Lands Inventory & Housing Analysis; Code Enforcement Task Force; Green Energy Corridor; and the agenda items for the

September 17th meeting with the Navy (Naval Air Station Whidbey Island Commander, Captain Matthew Army).

Correspondence

- Agenda – Energy Facility Siting Council Meetings, August 22nd & 23rd in Boardman
- Public Notice: U.S. Army Corps of Engineers, Mid-Columbia River Regional Master Plan – Integrated Environmental Assessment and Draft Finding of No Significant Impact

Commissioner Reports

- Commissioner Russell provided an update on the request by the Department of Defense that NextEra Energy Resources enter into mitigation discussions concerning radars near the Wheatridge Project. He said NextEra reps indicated to him a positive outcome was anticipated and that no action was needed by the County, at this time. Commissioner Russell said the Columbia Development Authority continues to work under the assumption the Umatilla Army Depot land transfer will take place in the spring or early summer of 2020. The Oregon Historic Trails Advisory Council recently raised concerns about the possible presence of the Oregon Trail, which could slow down the process.

Break: 11:00-11:06 a.m.

11: 06 a.m. Executive Session – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

11:17 a.m. Closed Executive Session

11:17 a.m. Executive Session - Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations

11:26 a.m. Closed Executive Session

Signing of documents

Adjourned: 11:36 a.m.

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

IN THE MATTER OF AUTHORIZING) ORDER NO. OR-2019-12
THE COUNTY TREASURER TO)
INVEST FUNDS)

This matter having come before the Morrow County Board of Commissioners this 18th day of September 2019, at a properly organized meeting, a quorum having been present and all notice and procedural requirements having been met, the Morrow County Board of Commissioners does hereby make the following findings and issue the following ORDER:

That the Morrow County Treasurer is a “custodial officer” as defined by ORS 294.004(2);

That the Morrow County Treasurer is authorized to invest funds of this body by virtue of ORS 294.035, 294.125, and other general authorization:

Therefore, it is hereby ordered that the Treasurer of Morrow County is authorized to invest the funds of this body, subject to all statutory guidelines and provisions, for the fiscal year 2019-2020:

It is further ORDERED that this ORDER be spread upon the minutes/journal of this body.

SO ORDERED this 18th day of September 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel



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

(For BOC Use)
 Item #
4d

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

Staff Contact: Darrell Green
 Department:

Phone Number (Ext):
 Requested Agenda Date: 09/18/2019

Short Title of Agenda Item: Morrow County and OSU Extension Service Intergovernmental Agreement

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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>	
Contractor/Entity:		
Contractor/Entity Address:		
Effective Dates – From:		Through:
Total Contract Amount:		Budget Line:
Does the contract amount exceed \$5,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell J Green	Admin. Officer/BOC Office	Required for all BOC meetings
9/18/2019		
DATE		
R. Tovey-email	County Counsel	*Required for all legal documents
9/13/19		
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Our previous Intergovernmental Agreement (IGA) with OSU expired on June 30, 2019. The attached IGA is through June 30, 2024.

The IGA outlines the delivery of OSU educational programs to the citizens of Morrow County.

2. FISCAL IMPACT:

N/A

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

Motion to approve and sign the Morrow County and OSU Extension Service IGA.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT

THIS Agreement is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU" and Morrow County, hereinafter referred to as "County."

WHEREAS, the citizens of the County have expressed their need, desire, and support for OSU educational programs and OSU, through its Extension Service;

WHEREAS, OSU has the capability and resources to provide the desired educational programs;

WHEREAS, the County has the capability and resources to provide funding for OSU educational programs in the County;

IT IS HEREBY AGREED, OSU and the County hereby enter this Agreement for the provision of the delivery of OSU educational programs to citizens of Morrow County in consideration of the mutual promises stated herein.

1. OSU AGREES TO:

- 1.1 Deliver OSU educational programs and information to residents of Morrow County.
- 1.2 Employ faculty and staff as designated by OSU who will deliver OSU educational programs. The number of faculty and staff employed by OSU will vary based on need and available funding.
- 1.3 Designate one OSU representative to lead the effort to deliver OSU educational programs under this Agreement. This OSU representative may assign tasks to OSU program and office staff as deemed appropriate. Serve as OSU's primary contact for any budget and financial administration inquiries. Liaise with County regarding County budget and financial administration.
- 1.4 Recruit and train volunteer citizens to assist in the delivery of OSU educational programs.
- 1.5 Provide leadership and training on OSU's educational programs for OSU faculty, staff and volunteer citizens.
- 1.6 Maintain a resource base of specialized personnel and research information for use by OSU faculty and volunteer citizens in the delivery of OSU educational programs.
- 1.7 OSU shall not subcontract, assign or transfer any of its interest in this Agreement, without the prior written consent of the County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, delegees, and assigns, if any.
- 1.8 OSU agrees that funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service described in this Agreement.

2. COUNTY AGREES TO:

- 2.1 Authorize and provide support and funding as indicated in the approved County budget to carry out OSU educational programs for the duration of this Agreement.
- 2.2 Retain any approved funds not remitted to OSU. Funds retained in County for OSU educational programs will be used for payment of County's Extension Service-related expenses.
- 2.3 Promptly process payment of reimbursement requests by OSU in accordance with the budget adopted by the County. Payment will be based on invoices provided by OSU. OSU shall invoice County quarterly. Quarters shall be based on a July through June fiscal year. The total of the reimbursement payments shall not exceed the amounts shown on the invoices or the amounts appropriated for the purpose.

3. LEASE AGREEMENT

The parties shall enter into a separate written lease agreement for office and storage space required by OSU. County may fund the costs associated with the lease of space as provided in Attachment A.

4. MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:

- 4.1 This Agreement is effective on the date it has been signed by all parties and all required approvals have been obtained. This Agreement expires on June 30, 2024.
- 4.2 Both County and OSU understand and agree that each party's respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, allotments or other expenditure authority at levels sufficient to allow that party, in the exercise of its reasonable administrative discretion, to fund this Agreement.
- 4.3 This Agreement may be terminated at any time pursuant to the mutual agreement of the parties.
- 4.4 County will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by County.
- 4.5 The parties each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- 4.6 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 shall promptly notify the Other Party in writing of the Third Party Claim

and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the parties are jointly liable, each party 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 party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative fault 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

- 4.7 The parties agree that discrimination on the basis race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran status, reprisal or retaliation for prior civil rights activity (Not all prohibited basis apply to all programs.) shall not exist in any activity or operation carried out in the performance of this Agreement.

MERGER: THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE SIGNED BY ALL PARTIES AND SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

MORROW COUNTY

Jim Doherty, Commissioner and Chair

Date

Melissa Lindsay, Commissioner

Date

Don Russell, Commissioner

Date

OREGON STATE UNIVERSITY

Nicole Strong, Regional Director
Central Region

Date

Anita Azarenko, Interim Vice Provost
For Outreach & Engagement
Director, OSU Extension Service

Date

Contracts Officer
OSU Procurement and Contracts Services

Date

ATTACHMENT A

County Support and Funding

Subject to the funding limitations specified in Section 2.1, County funds may be used for the following activities:

1. Office and educational support staff and faculty as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space adequate to fully house OSU educational programs, including but not limited to, office space in a County-owned or leased facility. Such space may include utilities, internet, telephone, and any maintenance and repair. Office occupancy agreements shall be determined and obtained by the County.
3. Funding to support travel and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances are to conform to the OSU travel reimbursement rates.
4. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
5. Funding for equipment and other capital outlay items which have been approved by the County.
6. Funding for other contingency expenditures, as approved by the County.

**OREGON STATE UNIVERSITY EXTENSION SERVICE
INTERGOVERNMENTAL AGREEMENT**

THIS Agreement is entered into by and between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon State University and its Extension Service, hereinafter referred to as "OSU" and Morrow County, hereinafter referred to as "County".

WHEREAS, the citizens of the County have expressed their need and desire for OSU educational programs, and

WHEREAS, the County has the capability, resources and support to provide funding for OSU educational programs in the County, and

WHEREAS, OSU, through its Extension Service, has the capability, resources and support to provide the desired educational programs for the County; now, therefore,

IT IS HEREBY AGREED BY THE PARTIES mentioned above, for and in consideration of the mutual promises hereinafter stated as follows:

1.0 OSU AGREES TO:

- 1.01 Deliver OSU educational programs and information to County.
- 1.02 Employ faculty and staff as designated by OSU who will deliver OSU educational programs to the County. The number of faculty and staff employed by OSU will vary based on need and available funding.
- 1.03 Designate one OSU representative with responsibility for the OSU educational programs under this Agreement. This OSU representative may assign tasks to OSU program and office staff as deemed appropriate. Serve as OSU's primary contact for any budget and financial administration inquiries. Liaise with County regarding budget and financial administration.
- 1.04 Recruit and train volunteer citizens to assist in the delivery of OSU educational programs.
- 1.05 Provide leadership and training for OSU faculty, staff and volunteer citizens in OSU educational programs.
- 1.06 Maintain a resource base of specialized personnel and research information for use by OSU faculty and volunteer citizens in the delivery of OSU educational programs.
- 1.07 OSU shall not subcontract, assign or transfer any of its interest in this Agreement, without the prior written consent of the County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 1.08 OSU agrees that funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service in County.

2.0 COUNTY AGREES TO:

- 2.01 Authorize and provide support and/or funding as indicated in Attachment A and based on the annual OSU Extension Service Budget Sheet and the approved County budget to carry out OSU educational programs in County for the duration of this Agreement. Any remaining surplus at fiscal year-end will be held in reserve for use by OSU in future years, or returned to County upon request.
- 2.02 Promptly process request by OSU for payment of services in accordance with the budget adopted by the County. Payment will be based on invoices provided by OSU. OSU shall invoice County quarterly. Quarters shall be based on a July through June fiscal year. The total of the payments shall not exceed the amounts shown on the invoices or the amounts appropriated for the purpose.
- 2.03 Retain any approved funds not remitted to OSU. Funds retained in County will be used for payment of Extension Service related expenses.
- 2.04 As the employer of the County employees working in their capacity to support OSU programs, County assumes all legal responsibility for the County employees including, but not limited to: payment of salary, benefits, workers' compensation fees and compliance with all Federal and State payroll tax requirements.

3.0 MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:

- 3.01 This Agreement is effective on the date it has been signed by all parties and all required approvals have been obtained. This Agreement expires on June 30, 2019. The parties may extend the term of this Agreement provided that the total Agreement term does not extend beyond 10 years.
- 3.02 Both parties understand and agree that each party's respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow that party, in the exercise of its reasonable administrative discretion, to fund this Agreement.
- 3.03 This Agreement may be terminated at any time pursuant to the mutual agreement of the parties.
- 3.04 County will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by County.
- 3.05 County and OSU each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- 3.06 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 shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the parties are jointly liable, each party 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 party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative fault 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

- 3.07 County and OSU agree that discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, national origin, age, marital status, disability, or veteran's status shall not exist in any activity or operation carried out in the performance of this Agreement or in employment by OSU or the County.

MERGER: THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE SIGNED BY ALL PARTIES AND SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

(Signatures on Following Page)

MORROW COUNTY

Terrence Salinas JUDGE 11/25/2013
Name, Title Date

Debra A. Beal Commissioner 11-25-2013
Name, Title Date

Ken A. Fritts Commissioner 11/25/2013
Name, Title Date

Attest:
Robert W. Crotcher
Morrow County Clerk

OREGON STATE UNIVERSITY

Mary K. Corp 12/9/2013
Mary Corp, Outreach & Engagement
Columbia Plateau Regional Administrator Date

Scott Reed 12/10/13
Scott Reed, Vice Provost for Outreach
& Engagement Date
Director, OSU Extension Service

Jennifer Doreen 12/11/2013
Jennifer Doreen Date
Contracts Officer
OSU Procurement and Contracts Services

ATTACHMENT A

County Support and Funding

Subject to the funding limitations specified in Section 2.01, County funds may be used for the following activities:

1. Office, educational, and administrative employees as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space to house OSU educational programs.
3. Provide office space in a County facility or County leased facility including utilities and any maintenance and repair. Provide funding for internet and telephone services. Office occupancy agreements shall be determined and obtained by the County.
4. Funding to support travel, and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances processed through OSU are to conform to the Oregon University System travel reimbursement rates.
5. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
6. Funding for equipment and other capital outlay items which have been approved by the County.
7. Funding for other contingency expenditures, as approved by the County.



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

(For BOC Use)
 Item #
4e

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

Staff Contact: Sheree Smith
 Department: Health
 Short Title of Agenda Item:

Phone Number (Ext): 5212
 Requested Agenda Date: 9/18/2019

Oregon Health Authority IGA #159824, Amendment 1 - Financing of Public Health Services

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**
 Contractor/Entity Address: **800 NE Oregon Street, Suite 465B, Portland, Or 97232**
 Effective Dates – From: **07/01/19** Through: **06/30/20**
 Total Contract Amount: **\$234,461 (with \$11,117)** Budget Line: **Multiple line items**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith	09/07/19	Department Head	Required for all BOC meetings
	DATE	Admin. Officer/BOC Office	Required for all BOC meetings
Justin Nelson	email 9-9-19	County Counsel	*Required for all legal documents
Kate Knop	DATE	Finance Office	*Required for all contracts; other items as appropriate.
	DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The amendment addresses changes in Maternal Child Health PEs (Program Elements) prohibiting the Local Public Health Health Authority (LPHA) from utilizing more than 10% of the Title V funds for indirect costs:

PE 42 - 7 MCAH Title V (July -Sept)

PE 42 - 8 MCAH Title V (Oct - June)

PE 42 - 9 MCAH Oregon Mothers Care Title V (July -Sept)

PE 42 - 10 MCAH Oregon Mothers Care Title V (Oct - June)

PE 44-02 Student Based Health Center (SBHC) Mental Health Expansion added \$8,000 for a total of \$40,000.

PE 46-02 Reproductive Health (RH) Community Participation & Assurance of Access (July - Mar). The funding was reversed and State funds allocated for RH services in other program elements; the original allocation of \$9,353 was reversed.

PE 46-03 Reproductive Health (RH) Community Participation & Access (State Funds) - \$12,001

PE 46-04 Reproductive Health (RH) Community Participation & Access Federal Funds (July - Mar) - \$469

2. FISCAL IMPACT:

There are no changes in the MCH program element funds, the SBHC Mental Health Expansion funding increase of \$8,000 will be utilized by CCS for the provision of services and the RH Program increased by approx \$3,000. This will not result in any changes in FTE.

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

Following review per county counsel, the BOC needs to review, approve and sign the agreement document.

Attach additional background documentation as needed.

Roberta Lutcher

From: Sheree Smith
Sent: Saturday, September 07, 2019 11:10 PM
To: Justin Nelson
Cc: Roberta Lutcher; Darrell Green; Kate Knop
Subject: FW: 159824-1 LPHA FAA FY20 Document for Signature
Attachments: 159824-1 FY20 tlh.pdf; Document No 159824-1 Return Statement.pdf; Cover Sheet BOC 159824-1.pdf

Importance: High

Justin,

I am forwarding the OHA Document #159824-1 in need of review. Once approved, present to the BOC for review, approval and signature. I am requesting that you approve the Amendment by next Friday so it can be submitted to the BOC on 9/18/19.

The amendment addresses changes in Maternal Child Health PEs (Program Elements) prohibiting the Local Public Health Authority (LPHA) from utilizing more than 10% of the Title V funds for indirect costs:

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PE 42 - 8 MCAH Title V (Oct - June)

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PE 46-03 Reproductive Health (RH) Community Participation & Access (State Funds) - \$12,001

PE 46-04 Reproductive Health (RH) Community Participation & Access Federal Funds (July - Mar) - \$469

Thank You,

Sheree Smith RN

Public Health Director
Morrow County Health Dept.

From: HURST Tammy [mailto:Tammy.HURST@dhsaha.state.or.us]
Sent: Tuesday, September 3, 2019 7:06 AM
To: Clark Derrick D <DERRICK.D.CLARK@dhsaha.state.or.us>; Pham Viet-Linh V <VIET-LINH.V.PHAM@dhsaha.state.or.us>; Sheree Smith <ssmith@co.morrow.or.us>; Vickie Turrell <vturrell@co.morrow.or.us>
Subject: 159824-1 LPHA FAA FY20 Document for Signature
Importance: High

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

Greetings,

To ensure timely processing of your document, please reply and confirm receipt of this communication.

Complete and return the following:

1. Signature page (sign and date): **Page # 2**
2. Document Return Statement (attached)

To return, please scan and email to the contact information below. Please contact me with any questions. After obtaining the appropriate signatures, an executed document will be forwarded for your records.

Thank you, Tammy

Tammy L. Hurst, OCAC, OPBC
Contracts Specialist
Office of Contracts & Procurement (OCP)
tammy.hurst@state.or.us
Phone Tue, Thurs & Fri 10am-4pm: 503-947-5298
Tue, Thurs & Fri 5am-8am: 503-409-4669
Monday and Wednesday 5am-1:30pm: 503-409-4669

OCP is a Shared Service between:



and



CONFIDENTIALITY NOTICE

This email may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this email in error, please advise me immediately by reply email, keep the contents confidential, and immediately delete the message and any attachments from your system.

 Think Green. Please print only if necessary and recycle.

DOCUMENT RETURN STATEMENT

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

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

Document number: 159824-1, hereinafter referred to as "Document."

I, <u>Jim Doherty</u>	<u>Chair, Board of Commissioners</u>
Name	Title

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

Morrow County by email.

Contractor's name

On September 18, 2019,
Date

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

Authorizing signature

Date

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

Agreement #159824



**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

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

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement;

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

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

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add if new or replace if existing, the following Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 46 Reproductive Health Community Participation & Assurance	FF/GF	DHHS/Family Planning Services	93.217	N	Y

- Exhibit B Program Element #42 “Maternal, Child and Adolescent Health (MCAH) Services” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
- Exhibit B Program Element #46 “Reproductive Health” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- 4. Exhibit C entitled "Financial Assistance Award" of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
- 5. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
- 6. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 7. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 8. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 9. The parties expressly ratify the Agreement as herein amended.
- 10. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 11. This Amendment becomes effective on the date of the last signature below.

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

12. Signatures.

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

**Attachment A
Program Element Descriptions**

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services;
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, infants, children and adolescents.
- c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children.. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon’s Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X			X
(Component 3) Oregon Mothers Care Services		*		X	X		X	X	X			X
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X			X

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not Applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not Applicable

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

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) **MCAH Title V CAH (PE42-07, PE42-08):**

- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
- (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).
- (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).
- (d) **MCAH Oregon Mother’s Care Title V (PE42-09, PE42-10):** Funds must be used for implementing OMC.

- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
- (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.
- b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
 - (2) LPHA must submit an annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
 - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
 - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
 - (c) Plan to measure progress and outcomes of the Title V funded activities;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.

- (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:
 - (a) Oregon's current Title V MCH Block Grant Application including:
 - i. Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
 - ii. Oregon's evidence-based/informed Title V strategies and measures
 - iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

- (1) State MCAH Perinatal, Child and Adolescent Health General funded work may be used to address the following:
 - (a) Title V MCH Block Grant Services as described above.
 - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
 - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.

- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
 - (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.
 - (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
 - (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership) Services.** All B1st!/NFP Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) Staffing Requirements and Staff Qualifications
 - (a) Babies First!
 - i. LPHA must designate a staff member as its B1st! Supervisor.
 - ii. B1st! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
 - iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with the an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
 - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

- (b) Family Connects: LPHA must designate a staff member as its Family Connects Supervisor. If Family Connect Program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
- (c) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the NFP program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

- (a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
- (b) Family Connects: Services must be delivered in accordance with the Family Connects model as defined by Family Connects International.

(3) Nurse Family Partnership: Services must be delivered in accordance with NFP model elements and LPHA contract with the NFP National Service Office.

(4) Nursing Practice. All PHNs working in the Babies First!, Family Connects, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(5) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.

(6) Early Hearing Detection and Intervention (EHDI) Notifications: B1st!/Family Connects/NFP Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up

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

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

6. Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.

Title V Block Grant Services

A report on the prior year annual plan must be submitted by September 30 of every year.

If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds

If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services.

LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership Services).

For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state-designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.

LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Program Element # 46: Reproductive Health

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Reproductive Health services.

Funds provided through this Program Element support LPHA’s efforts toward ensuring community-wide participation in the delivery of, and assurance of access to, culturally competent, high-quality, and evidence-based reproductive health services.

Nearly half of all pregnancies in Oregon are considered unintended. This rate has remained fairly static, both in Oregon and nationally, over the past few decades. The stubbornness of these rates underscores the complexity of the issue and the challenges faced by public health, health systems, and clinical experts in attempting to address it. One important strategy, improving utilization of effective contraceptive use among women at risk of pregnancy, has been recognized as a key metric among Coordinated Care Organizations serving Oregon’s Medicaid population. Although unintended pregnancy is extremely pervasive across socio-economic, racial and age groups, disparities in what is considered unintended pregnancy do exist, as do disparities in maternal health and birth outcomes. It is more common for young women, unmarried and cohabitating women, those living in poverty, black women, and those who have relatively low educational attainment to report that their pregnancy was unintended. These disparities highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and to plan and make decisions regarding their reproductive health goals. Therefore, it is critical that interventions aimed at reducing unintended pregnancy be wide-reaching and sensitive to the unique circumstances and challenges of different communities. This Program Element uses a systems approach to ensure that LPHAs lead efforts to develop a community-based approach to ensuring that equitable access to family planning services is available – capitalizing upon the presence of other service providers to assist in meeting need.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Reproductive Health.** Not applicable.
3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon’s Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to reproductive health				*			X	X	X	X		
Identify barriers to access and gaps in reproductive health services		X		*			X	X	X			
Develop and implement strategic plans to address these gaps and barriers to access to reproductive health services		X		*			X	X		X	X	
Ensure regional access to reproductive health services with a focus on serving individuals with limited resources	X				*		X	X	X	X	X	

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

Effective Contraceptive Use

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

Effective Contraceptive Use

- 4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a.** All RH services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements set forth in Oregon Reproductive Health Program Administrative Rules, Chapter 333, Division 4, and in the Oregon Reproductive Health Program Certification Requirements for RH Services available at:
<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/REPRODUCTIVESEXUALHEALTH/RESOURCES/Documents/RH-Program-Certification/Certification-Requirements-RHServices.pdf>.
 - b.** LPHA must deliver all RH services supported in whole or in part with funds provided under this Agreement in compliance with ORS 431.145 and ORS 435.205 which defines the responsibility of LPHA to ensure access to clinical preventive services including family planning.
 - c.** LPHA must develop and engage in activities as described in its Local Program Plan as follows:
 - (1)** The Local Program Plan must be developed using the guidelines provided in Attachment 1, Local Program Plan Guidelines, incorporated herein with this reference.
 - (2)** The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element.
 - (3)** The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4)** The Local Program Plan must outline how LPHA intends to assure provision of comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving those with limited resources and experiencing health disparities.
 - (5)** The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.
 - (6)** OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to Reproductive Health services.
 - d.** LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

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

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

6. **Reporting Requirements.**

LPHA must provide progress reports as included in the OHA approved local program plan.

7. **Performance Measures.**

LPHA must operate the RH program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Effective Contraceptive Use.

Attachment 1

**Reproductive Health Program – Local Program Plan (FY19) Guidelines
Community Participation and Assurance of Access to Reproductive Health Services**

Overarching Goal: Assurance of Access to Reproductive Health (RH) Services

Instructions:

All LPHAs must:

1. Choose one objective under Program Component 1, as it indicates the LPHA’s involvement in the provision of clinical services.
 - a. List agencies or organizations with whom you currently partner or will seek to partner with to ensure access to culturally competent, high-quality, evidence-based RH services.
2. Choose at least one other program component (Program Component 2, 3, or 4) and one corresponding objective (either from what is listed below or create your own). *Selecting a 3rd Program Component is optional.*
3. LPHAs using these funds for cross-jurisdictional work must demonstrate how each county is represented and impacted by this work.

Program Components & Objectives

Program Component 1: Ensure that access to high quality, comprehensive RH services is available within the region.

Objective 1A: Provide clinical RH services by successfully completing RH provider application and certification process with OR RH Program that includes all available RH funding sources.

Objective 1B: In collaboration with Oregon RH Program, identify provider(s) within the region willing to provide RH services through RH Provider application and certification process with OR RH Program which includes all RH funding sources. If applicable, (i.e. previously provided RH clinical services), develop and execute a transition plan, to ensure that current clients are aware of options for continued care.

Program Component 2: Develop strategic partnerships with shared accountability to drive a collective impact to support public health goals related to RH.

Objective 2A: Seek and sustain relationships with community partners representing populations experiencing health disparities and/or providing RH or related services to these populations.

(Baseline = # relationships with community partners representing populations experiencing health disparities and/or partners providing RH or related services to these populations in FY2019)

Objective 2B: Convene partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services.

(Baseline = # of partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services in FY2019)

Objective 2C: Create your own objective related to developing strategic partnerships, with shared accountability, to drive a collective impact in support of public health goals related to RH.

Suggested activities: Create partnership agreements with community providers identifying roles and areas of collaboration; host or co-host community forums/outreach events; develop preliminary community plan; establish coalition with regular meetings; create charter and/or workplan.

Program Component 3: Identify barriers to access and gaps in RH services

Objective 3A: In collaboration with the OR RH Program and community partners, conduct local assessment(s) of access to culturally competent, high-quality, evidenced-based RH services to identify barriers to access and gaps in services.

(Baseline = # of local assessments conducted with OR RH Program and community partners to identify culturally competent, high-quality, evidence-based RH services in FY2019)

Objective 3B: Evaluate the impact of local policies, interventions, and programs on access to culturally competent, high-quality, evidenced-based RH services and associated barriers and gaps.

(Baseline = # local policies, interventions, and programs evaluated to assess their impact on access to culturally competent, high-quality, evidenced-based RH services and resulting barriers or gaps in FY2019)

Objective 3C: Following assessment and/or evaluation, share data, summaries and reports, following assessment and/or evaluation, with community members, partners, policy makers, and others.

(Baseline = # of assessment/evaluation reports shared with community partners in FY2019)

Objective 3D: Create your own objective to identify barriers to access and gaps in RH services.

Suggested activities: Conduct survey or focus groups; interview key stakeholders and/or consumers; present findings and other data to community partners, members, and decision-makers; review regional policies and evaluate effectiveness in addressing gaps or barriers in access; share data/results through community meetings, written report, and/or online resources.

Program Component 4: Develop and implement strategic plans to address gaps and barriers to accessing RH services

Objective 4A: With community partners and, as needed, the OR RH Program, develop plan for improving access to RH services, addressing how to reduce or eliminate health disparities.

(Baseline = # of plans created with community partners to reduce / eliminate health disparities in FY2019)

Objective 4B: Specifically engage communities experiencing health disparities so they can actively participate in planning to address their needs.

(Baseline = # of engagement activities conducted with communities experiencing health disparities in FY2019)

Objective 4C: With community partners, implement plan for improved access to RH services.

(Baseline = # of plans implemented with community partners to improve access to RH services in FY2019)

Objective 4D: With community partners evaluate previously implemented plan to improve access to RH services.

(Baseline = # plans to improve access to RH services evaluated with community partners in FY2019)

Objective 4E: Assure that community members are aware of RH providers within the community through multiple communication channels

(Baseline = # methods used in FY2019 to inform community members of RH services available in community)

Objective 4F: Create your own objective to develop and implement strategic plans to address gaps and barriers to accessing RH services.

Suggested activities: Host community listening and planning sessions to create strategic plan; collaboratively develop and implement strategic outreach/marketing plan; develop online or print materials with information about RH providers within the community; develop evaluation plan or process; utilize evaluation findings to make system improvements; hold a forum; create a website.

**Attachment 2
Local Program Budget Template**

OREGON HEALTH AUTHORITY
 Program Element #46
 Reproductive Health Program
 EMAIL TO: RH.program@state.or.us

Fiscal Year: _____

Sub Recipient Organization Name: _____

Budget period From: _____ To: _____

Budget			
Categories	OHA/PHD	Non-OHA/PHD	Total Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts			\$ -
Travel			\$ -
Supplies			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
TOTAL Budget	\$ -	\$ -	\$ -

Prepared by (print name) _____

Email

Telephone

**Attachment B
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Morrow County		2) Issue Date July 24, 2019		This Action AMENDMENT FY 2020
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01	State Support for Public Health	3,452	0	3,452
PE12	Public Health Emergency Preparedness and Response (PHEP)	67,392	0	67,392
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	9,297	0	9,297
PE42-03	MCAH Perinatal General Funds & Title XIX	1,908	0	1,908
PE42-04	MCAH Babies First! General Funds	6,103	0	6,103
PE42-06	MCAH General Funds & Title XIX	3,582	0	3,582
PE42-07	MCAH Title V (July-Sept)	4,637	0	4,637
PE42-08	MCAH Title V (Oct-June)	13,910	0	13,910
PE42-09	MCAH Oregon Mothers Care Title V (July-Sept)	773	0	773
PE42-10	MCAH Oregon Mothers Care Title V (Oct-June)	2,318	0	2,318
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	8,619	0	8,619
PE44-01	SBHC Base	60,000	0	60,000
PE44-02	SBHC - Mental Health Expansion	32,000	8,000	40,000
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	9,353	-9,353	0
PE46-03	RH Community Participation & Access (State Funds)	0	12,001	12,001
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	0	469	469
		223,344	11,117	234,461
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		2) Issue Date July 24, 2019	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-07 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03 1	7/2019- Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019 - Funding for July 1-14, 2019		
6) Comments: PE44-02 07/2019: MH Expansion funding increase PE46-02 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04 PE46-03 7/2019: State Funding for July 15, 2019 – June 30, 2020 PE46-04 7/2019: Federal Funding for July 1 – July 14, 2019 only			
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

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

PE46-04: RH Community Participation & Access (Federal Funds)

Funding Information Table

Federal Award Identification Number (FAIN):	FPHPA006442
Federal Award Date:	3/26/2019
Performance Period:	04/01/19-03/31/20
Federal Awarding Agency:	DHHS
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	\$3,100,000
Project Description:	Oregon Reproductive
Awarding Official:	Reyna Jesus
Indirect Cost Rate:	17.15%
Research and Development (Y/N):	No

PCA: 52822

INDEX: 50333

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$469



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Sandi Pointer
Department: Public Works - Parks Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): (541) 989-8166 or 5701
Requested Agenda Date: 09/18/2019

ResNexus Subscription Agreement

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: ResNexus
Contractor/Entity Address: 185 East 200, North Salem, Utah 84653
Effective Dates - From: 09/18/2019 Through: 12/31/2020
Total Contract Amount: Approximately \$6,000.00 Budget Line: 238-XXX-5-20-2510
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Parks have had a reservation system in place for approximately seven years, and is ready to upgrade to a more dynamic, user friendly system that is capable of expanding guest services while giving staff more detailed information of Park activities. ResNexus is professional-grade, property management software that offers a 60 day trial period.

In place of a conventional contract, ResNexus has a Subscription Agreement that commences with the first payment submitted. The Initial Term of this Agreement will be one month or one quarter or one year as determined by the Subscriber (Morrow County). The Agreement will automatically renew for a term equal in duration to the Initial Term. Termination of the Agreement may be made by written notification at least five business days prior to start of the new term. Once the interface is built and is "live" (expected date, January 1, 2020), billing will migrate from monthly to an annual term allowing the payment to be made by check rather than credit card.

The current system Leisure/Hercules, charges an annual fee of \$225.00 plus 3.5% of each reservation. In fiscal year 2018-2019, the total was \$7,871.23. ResNexus charges only a flat fee per month, which is expected to be \$500.00, or \$6,000.00 annually.

ResNexus requires the utilization of a third-party merchant service and has an established relationship with CMS (Complete Merchant Solutions) to process payments through their booking engine at a favorable rate. This contract will be presented separately, and is an integral part of this Agreement.

2. FISCAL IMPACT:

The reservation processing fees (G/L account 238-XXX-5-20-2510) were approved in the budget for each park.

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

Motion for the Board to approve accepting the ResNexus Subscription Agreement.

Attach additional background documentation as needed.

RESNEXUS AGREEMENT

This Subscription Agreement (the "Agreement") is entered into on September 05, 2019, by and between Convoyant, LLC, a Utah limited liability company (the "Company") and County of Morrow (the "Subscriber").

BY AGREEING TO THIS AGREEMENT YOU ARE SUBSCRIBING YOUR BUSINESS TO USE RESNEXUS BY CONVOYANT LLC. YOU REPRESENT THAT YOU HAVE COMPLETE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR ENTERPRISE. YOU ARE AGREEING TO ALL THE TERMS OF THIS AGREEMENT FOR YOUR ORGANIZATION.

Terms and Conditions

1. ResNexus - Software as a Service (SAS)

ResNexus™ is an online reservation and property management solution for hotels, inns, bed & breakfasts, RV, campgrounds and other business enterprises (hereafter, the "Software"). The Software includes browser interface, data encryption, data transmission, data access (as available), and data storage components which allow the Company to provide those services set forth in ResNexus under Settings -> Billing Information -> ResNexus Subscription (the "Services"). Subscriber is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Software, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Software.

2. Use of Proprietary Software

Subject to the terms and conditions of this Agreement, the Company grants to Subscriber a subscription to use the Services selected in "Billing Information" by accessing the Software for one property. Additional subscriptions can be purchased for additional properties. Subscriber has a non-exclusive and non-transferable subscription to use the Software. In addition, the Company agrees to provide those Services selected by the Subscriber at the prices listed in "Billing Information". Subscriber can add or remove Services at any time by agreeing to pay for said additional Services.

Subscriber will not, and will not permit others to, whether directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software (except to the extent that such activities may not be prohibited under applicable law); (ii) modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Software; (iv) use the Software for time-sharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices or labels on the Software; (vi) use the Software in order to gain competitive information on the service or to provide such information to others; (vii) allow any third party to access the Software or any of the Content; or (viii) use it for any purpose or in any manner that it was not designed or intended for. Because the Software is proprietary to the Company, Subscriber agrees not to publish or disclose to third parties any of the Customer Data without the Company's prior written consent. Subscriber acknowledges that the Company retains exclusive ownership throughout the world of the Software, any portions or copies thereof, and all rights therein. Upon termination of this Agreement for any reason, this subscription will terminate, and the Subscriber, and any user accessing the Software by means of a company account, if applicable, will cease to use or have access to the Software.

3. Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Software, the Content and the Services and any Derivative Works, Underlying Works, and Work Product, along with any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Software. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Software, the Services or the Intellectual

Property Rights owned by the Company. The Convoyant and ResNexus name, the Convoyant and ResNexus logo, and the product names associated with the Software are trademarks of the Company, and no right or license is granted to use them.

4. Restrictions and Policies

A. General Use.

Subscriber will not use the Software in any way for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such.

Subscriber agrees not to transmit or permit any of its Users to transmit through the Software any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Subscriber will only use the Software for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limitation) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. Subscriber hereby agrees to defend, indemnify and hold the Company harmless against any claim or action that arises from Subscriber's use of the Software in an unlawful manner or in any manner inconsistent with the restrictions and policies stated herein.

B. Privacy Policy and Confidentiality.

Subscriber acknowledges that the Company utilizes some of the most advanced technology for Internet security available today. When Subscriber accesses the Software, Secure Socket Layer (SSL) technology protects Subscriber's information by using both server authentication and data encryption, ensuring that Subscriber's data is safe, secure, and available only to registered Users in Subscriber's organization. The Company provides each User in Subscriber's organization with a unique username and password that must be entered the first time the User logs on. In addition, the Software and the Content are hosted in a secure server environment (the ResNexus cloud) that uses a firewall and other advanced technology to prevent interference or access from outside intruders.

C. Account Information and Data

The Company does not own any of the "Customer Data". Subscriber agrees that it, not the Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and, except as set forth in Section 4(D), the Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. The Company reserves the right to access the Customer Data for maintenance and analysis purposes only. In the event this Agreement is terminated (other than by reason of Subscriber's breach), the Company will make available to Subscriber an Excel spreadsheet file of the Customer Data within 30 days of termination if Subscriber so request at the time of termination. The Company reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Subscriber's non-payment. Upon termination for cause, giving access to third parties, trying to compromise the Software, overwhelming the Software, failure to follow PCI security practices, abusive language towards the Company or its employees, contractors, agents or representatives, failure to pay for any Services, or breach of this Agreement, Subscriber's right to access or use the Customer Data will immediately cease, and the Company shall have no obligation to maintain or forward any Customer Data to Subscriber or any third party.

D. Data Backup and Security.

Until termination of this Agreement the Company shall use reasonable efforts to protect any Customer Data behind a secure firewall system and to conduct daily offsite data backups of Customer Data.

5. Software Access and Services Pricing

Pricing for ResNexus services is presented to the Customer prior to this agreement. Pricing is subject to change.

6. Pictures and emails within the Software

All images stored in the Software are the property of the Company and are licensed only to the Company.

Subscriber agrees to not spam its customers through the Software. "Spam" is defined as sending emails to others without permission to email the individual and a way to unsubscribe from the Subscriber's mailing list. Subscriber shall unsubscribe any customer who via email indicates to Subscriber that they no longer wish to receive emails from Subscriber. For purposes of clarity, Subscriber will not be required to unsubscribe a customer from confirmation or operational emails. Violation of this Section 6(B) will, at the sole election of the Company, result in termination of this Agreement.

The Company reserves the right to suspend email activity due to abuse, server overload or any performance-based reason. Subscribers are limited to twelve (12) major emails blasts (defined as over 1000 emails sent per blast) in any given calendar year.

The Company in no way guarantees delivery of emails through the Software due to spam filters and other imperfect technologies.

7. Support

The Company agrees to provide telephone support to only the Subscriber Representative. Support hours are from 9 AM to 5 PM Mountain Standard Time, Monday-Friday. Subscriber is responsible for verifying the accuracy of any changes made by Subscriber or by the Company at the request of Subscriber to Subscriber's configuration.

The Company provides an after-hours support line for emergencies where Subscriber can leave a message which shall include a description of the facts or questions resulting in the emergency. If the Company determines, in its sole discretion from the facts and questions left by Subscriber, that the situation does rise to the level of an emergency, Subscriber will be contacted within the hour. If the Company determines, in its sole discretion from the facts and questions left by Subscriber, that the situation does not rise to the level of an emergency, Subscriber will be contacted during normal business hours.

8. Billing

Subscriber agrees to provide the Company with accurate billing information and with truthful, accurate, and complete contact information, including its company name, street address, email address, and telephone number, and to update this information within 30 days of any change to it. If the contact information Subscriber has provided is false or fraudulent, the Company reserves the right to terminate Subscriber's access to the Software immediately without any obligation to return its Customer Data.

Subscriber shall pay all fees or charges to its account in accordance with the fees, charges, and billing terms established between Subscriber and ResNexus under Settings -> Billing Information. Subscription fees are nonrefundable whether or not the Software is used.

The Company is not responsible for any refunds during the transfer of ownership of Subscriber to a new business entity. It is the responsibility of Subscriber to update their credit card information in the

Software before turning it over to new ownership. Subscriber must also notify the Company of a change of ownership of the subscription so the new entity can agree to this agreement.

9. Term and Renewal

The term of this Agreement is based on the Product billing schedule Subscriber elects: either monthly, quarterly or yearly. The Agreement automatically continues either monthly, quarterly or yearly until Subscriber adjusts or terminates the Agreement.

Subscriber can change the billing schedule upon the termination of the previous payment schedule by either contacting the Company or changing its billing setting within the Software. Refunds will not be provided for early termination by Subscriber during a billing / contract term.

Subscriber acknowledges that part of the Software and/or the Services may include services provided by third party service providers. Subscriber hereby acknowledges that the Company makes no warranties, express or implied, regarding any services provided by any such third party service provider hereunder including, without limitation, any warranties as to privacy and security of information and any statement as to support services availability

For credit card payments, Subscriber's account will be considered delinquent if its credit card company refuses, for any reason, to pay the amount billed to it and that amount remains unpaid at the beginning of the next billing cycle. The Company may at its sole discretion, terminate this Agreement if Subscriber's account is delinquent. In such event, the Company will have no obligation to maintain any Customer Data.

Subscriber agrees to immediately pay to the Company the full amount of any invoice sent by the Company to Subscriber subject to a Dispute of any kind whatsoever. Subscriber shall have the right to dispute, in good faith, any Company invoice, in part or in total. Subscriber will promptly notify the Company of any Dispute regarding any invoice, and the parties agree to use their best efforts to promptly resolve any such Dispute.

10. Non-Payment and Suspension

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and Subscriber's access to the Software if Subscriber's account becomes delinquent (falls into arrears). Subscriber agrees that it will continue to be charged for User subscriptions during any period of suspension. If Subscriber or the Company initiates termination of this Agreement, Subscriber will be obligated to pay the balance due on its account computed in accordance with the Billing section above. Subscriber agrees that the Company may charge such unpaid fees to Subscriber's credit card or otherwise bill Subscriber for such unpaid fees.

Subscriber agrees and acknowledges that the Company has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Subscriber's account is 30 days or more delinquent.

11. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. The Company represents and warrants that it will provide the Software and the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof. The Subscriber represents and warrants it has not falsely identified itself nor provided any false information to gain access to the Software or the Services.

It is the Subscriber's responsibility to unsubscribe from any previous reservation systems in order to eliminate double bookings. The Company is not responsible for double bookings caused outside of the Software.

ResNexus shall use its commercial best efforts to provide an online booking engine for the Customer's use that complies with ADA guidelines; provided that in no event will ResNexus or its affiliates be liable for any damages, losses or expenses arising in connection with any failure of performance, error, omission, interruption, defect, bugs if ResNexus or its representatives are advised of the possibility of such damages, losses or expenses.

The Customer warrants that any artwork supplied does not infringe on any copyright or trademark.

12. Passwords, Security and Confidentiality

Subscriber will choose all applicable passwords to use in connection with the Software. The Subscriber is entirely responsible for maintaining the confidentiality of its passwords and account (including, if applicable, the passwords and accounts of each User accessing the Software by means of an account established by Subscriber). Furthermore, Subscriber is entirely responsible for any and all activities that occur under Subscriber's account (including, if applicable, the accounts of each User accessing the Software by means of an account established by Subscriber), and the Subscriber shall ensure that each User will exit from its account at the end of each session. Subscriber shall notify the Company immediately of any unauthorized use of Subscriber's account (including, if applicable, the accounts of each User accessing the Software by means of an account established by Subscriber) or any other breach of security of which Subscriber is aware including, without limitation, any breach of this Section 12. The Company cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with these requirements.

The Subscriber acknowledges that during its subscription it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information and specifications owned, subscribed or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Software, the Services, and the Company's business and product processes, methods, and procedures. Subscriber agrees that it will not disclose any of the aforesaid, directly or indirectly or use any of them in any manner, either during the term of this Agreement or at any time thereafter except as required by the terms of this Agreement. Subscriber will not give out login or password information to any of the Company's competitors or to any person or entity that is not a User.

The parties hereto acknowledge and agree that the Company will suffer damages if Subscriber fails to fulfill its obligations under this Section 12 and that it would not be feasible to ascertain the extent of such damages with precision. Subscriber further acknowledges that (1) the amount of loss or damages likely to be incurred if Subscriber violates any part of this Section 12 is incapable or is difficult to precisely estimate, (2) the liquidated damages amount specified below in this Section 12 bears a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by the Company in connection with the failure by Subscriber to satisfy its obligations hereunder, and (3) the parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement in good faith and at arm's length. Accordingly, Subscriber hereby agrees that Subscriber shall pay to the Company liquidated damages in an amount equal to \$5,000 per violation of any part of this Section 12. Said sum shall constitute liquidated damages and not penalties. Subscriber's obligations to pay any liquidated damages is a continuing obligation that shall not terminate until all unpaid liquidated damages have been paid notwithstanding the fact that this Agreement may have been terminated.

13. Payment Card Industry Data Security Standard Compliance

The Software is PCI DSS compliant via external audit and is extensively audited annually. The Software strictly observes PCI security protocols including constant scanning and security testing. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment. Essentially, any business that processes credit cards should adhere to these security standards in order to protect cardholder data

and fight against credit card theft. As a subscriber, Subscriber agrees to strictly adhere to all applicable laws and regulations pertaining to PCI DSS compliance. Subscriber agrees that it will maintain strict confidence in protecting sensitive customer information. The Company assumes no liability or risk associated with the intentional or unintentional misuse of PCI guidelines. This covers existing PCI laws as well as additional laws that may be added at any point in the future. Please refer to the PCI compliance guide for any additional questions at <http://pcicomplianceguide.org>

14. Termination for Cause

The Company may, in its sole discretion, terminate this Agreement immediately if any of the following should, in the Company's opinion, occur: a material breach of this Agreement by Subscriber, breach of Subscriber's payment obligations, unauthorized use of the Services or Software, or defamation of the Company products and staff, or harassment of the Company staff. Upon such termination, the Company, in its sole discretion, may terminate Subscriber's password, account or use of the Software; provided that the Company will make available to Subscriber an Excel file of the Customer Data within 30 days of termination if Subscriber so requests. Subscriber agrees and acknowledges that the Company has no obligation to retain the Customer Data, and will delete such Customer Data, if the Company terminates the Agreement under this Section 14.

15. Warranty and Disclaimer

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, THE SOFTWARE, NOR ANY CONTENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE OR SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SOFTWARE OR THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SOFTWARE OR THE SERVER(S) THAT MAKE THE SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SOFTWARE AND THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY.

16. Internet Delays

ACCESS TO THE SOFTWARE AND TO THE COMPANY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM SUBSCRIBER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY

TO USE THE SOFTWARE OR THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SOFTWARE OR THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THIS SECTION SHALL NOT APPLY IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES.

18. Local Laws and Export Control

The Software, and any website through which the Software is accessed (the "Site"), provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Subscriber acknowledges and agrees that the Site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By accessing the Site, Subscriber represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Subscriber agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

The Site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

The Company makes no representation that the Software is appropriate or available for use in other locations. If Subscriber uses the Software from outside the United States of America, Switzerland and/or the European Union, Subscriber is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Software, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

21. Third Party Linking

The Company may, at its election, provide links from the Software to other World Wide Web sites or resources. Because the Company has no control over such sites and resources, Subscriber acknowledges and agrees that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Subscriber further acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

22. Mutual Indemnification

Subscriber shall indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the

Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Subscriber of Subscriber's representations and warranties; or (iii) a claim arising from the breach by Subscriber or Subscriber's Users of this Agreement, provided in any such case that the Company (a) gives written notice of the claim promptly to you; (b) gives Subscriber sole control of the defense and settlement of the claim (provided that Subscriber may not settle or defend any claim unless Subscriber unconditionally release the Company of all liability and such settlement does not affect the Company's business or Software); (c) provides to Subscriber all available information and assistance; and (d) has not compromised or settled such claim.

The Company shall indemnify and hold Subscriber and Subscriber's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Software directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by the Company of its representations or warranties; or (iii) a claim arising from breach of this Agreement by the Company; provided that Subscriber (a) promptly give written notice of the claim to the Company; (b) give the Company sole control of the defense and settlement of the claim (provided that the Company may not settle or defend any claim unless it unconditionally releases Subscriber of all liability); (c) provide to the Company all available information and assistance; and (d) have not compromised or settled such claim. The Company shall have no indemnification obligation, and Subscriber shall indemnify the Company pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Software with any of Subscriber's products, service, and hardware or business process(es).

23. Modification to Terms

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software at any time, effective upon posting of an updated version of this Agreement on the Software. You are responsible for regularly reviewing this Agreement. Continued use of the Software after any such changes shall constitute Subscriber's consent to such changes.

24. Definitions.

"Affiliates" means any entity which directly or indirectly controls, or is controlled by a party. The term "control" as used herein means (1) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (2) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

"Dispute" means any claim by Subscriber against the Company, of any kind whatsoever, valid or invalid, that reduces or potentially reduces the amount collectible from Subscriber by the Company.

"Content" means that series of machine instructions in human-readable form from which Object Code may be generated.

"Customer Data" means the data, information or material that Subscriber submits to the Company in the course of using the Software.

"Derivative Works" means a revision, modification, translation, abridgement, compilation, condensation or expansion of the applicable underlying work or any form in which that work may be recast, transformed or adapted, and which, if prepared without the consent of the copyright owner, would be a copyright infringement.

"Intellectual Property Right" means any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, and any applications or right to apply for registration therefor, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, tangible or intangible proprietary information, know-how,

proprietary processes, formulae, algorithms, or any other intellectual property right, whether registered or unregistered, and whether first created before or after the effective date of this Agreement that is owned by the Company.

"Object Code" means a series of instructions in direct machine executable form, which cause a computer to perform its functions or to perform specific tasks in a pre-assigned order.

"Person" means an individual, a partnership, a corporation, a firm, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, an estate, a labor union, a government entity or other legal entity.

"Subscriber Representative" means the person named from time to time by Subscriber to take all acts of Subscriber hereunder. The Company may rely on the acts of the Subscriber Representative without further inquiry or evidence of authority.

"Underlying Works" means all works of authorship fixed in any tangible medium of expression that: (1) had already been conceived, invented, created or acquired by the Company or a third party prior to the effective date of this Contract and that were not conceived, invented or created for Metros use or benefit in connection with this Contract; or (1) are conceived, invented, created or acquired by the Company or a third party after such effective date, but only to the extent such works of authorship do not constitute Work Product. An Underlying Work includes all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, processes, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings; pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or otherwise protectable by law.

"User" means each person or entity that has access to the Software, or any of the Services through the Software or the Site. No Person can or will be a User without the consent of the Company. As such, no Person shall be given access to any part of the Software or the Services with that Company consent.

"Work Product" means all works of authorship fixed in any tangible medium of expression (including, without limitation, computer programs), and all intermediate and partial versions thereof, as well as all source code, object code, documentation, formulae, process, algorithms, designs, specifications, inventions, discoveries, concepts, improvements, ideas, know-how, techniques, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, apparatus, methods, techniques, other creations, and the like, whether or not patented or patentable or subject to copyright, or otherwise protectable by law, that are created, invented or conceived for the use or benefit of the Company in connection with this Agreement: (1) by any of the Company's personnel where "personnel includes employees, contractors (including, in the case of the Company, its subcontractors), agents and the like, (2) any person who was an employee of Metro and then became an employee of the Company or any of its contractors (including subcontractors) or agents, where, although creation or reduction-to-practice is completed while the person is an employee of the Company or such contractors (including subcontractors) or agents, any portion of the same was created, invented or conceived by such person while an employee of Metro. In Pursuit RMS software delivered pursuant to this agreement and any enhancements or customizations to In Pursuit RMS software are specifically excluded from the definition of "Work Product". MNPD is licensed pursuant to Exhibit "D" to use RMS software.

25. Miscellaneous

Except as otherwise provided in this Agreement, this Agreement, together with all exhibits, annexes and schedules hereto and thereto, sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior or contemporaneous understandings, whether written or oral are superseded by this Agreement, and all prior or contemporaneous understandings, and all related agreements and understandings are hereby terminated. This Agreement may be amended or modified, and any provisions of this Agreement may be waived, in each case upon the approval, in

writing, executed by the parties hereto. No other course of dealing, custom or practice between or among any of the parties or any delay in exercising any rights pursuant to this Agreement shall operate as a waiver of any rights of any party.

Except as otherwise expressly provided in this Agreement, all covenants and agreements set forth in this Agreement by or on behalf of the parties shall bind and inure to the benefit of the respective successors and permitted assigns of the parties, whether so expressed or not. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other parties; provided, however, that the Company may assign a security interest in its rights, title and interest under this Agreement, including its rights to indemnification hereunder, for collateral security purposes to any lender(s) providing financing to the Company or any of its Affiliates without any additional consent or notice of the other parties hereto, and any such lender(s) may exercise all of the rights and remedies of the Company hereunder.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Utah to be applied. The parties (1) designate the state and federal courts in Salt Lake City, Utah as the exclusive forum where all matters pertaining to this Agreement may be adjudicated, and (2) by the foregoing designation, consent to the exclusive jurisdiction and venue of such court for the purpose of adjudicating all matters pertaining to this Agreement.

All demands, notices, communications and reports provided for in this Agreement shall be in writing and shall be either sent by facsimile with confirmation to the number specified below or personally delivered or sent by reputable overnight courier service (delivery charges prepaid) to any party at the address specified below, or at such address, to the attention of such other Person, and with such other copy, as the recipient party has specified by prior written notice to the sending party pursuant to the provisions of this Section 25(D).

If to the Company:

200 North 185 East
Salem, Utah 84653

If to Subscriber:

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile or on the second business day after deposit with a reputable overnight courier service, as the case may be.

The parties may execute this Agreement in two (2) or more counterparts, including facsimile versions (no one of which need contain the signatures of all parties), each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as otherwise expressly provided in this Agreement, this Agreement is not intended and shall not be construed to confer upon any Person other than the parties any rights, obligations or remedies hereunder.

Unless otherwise expressly provided or unless the context requires otherwise, (1) all references in this Agreement to Articles, Sections, Schedules, Annexes and Exhibits mean and refer to Articles, Sections, Schedules, Annexes and Exhibits of this Agreement; (2) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations; (3) words using the singular or plural number also shall include the plural and singular number, respectively; (4) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement (including the Schedules, Annexes and Exhibits hereto); (5) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Government Entity, Persons succeeding to the relevant functions of such Person); (6) masculine gender shall also include the feminine and neutral genders,

and vice versa; and (7) whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, to the maximum extent permitted by law, not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

Each party expressly represents and warrants to each other party that such party (1) has been fully informed of the terms, contents, conditions and effects of this Agreement; (2) has relied solely and completely on its own judgment in executing this Agreement; (3) has had the opportunity to seek and has obtained the advice of counsel and other advisors, including tax advisors, before executing this Agreement; (4) has acted voluntarily and of its own free will in executing this Agreement; and (5) is not acting under duress, whether economic or physical, in executing this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions of this Agreement.

The parties stipulate that the remedies at law of the parties hereto in the event of any default or threatened default by any party in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. The exercise of any remedy by any of the parties shall not be deemed an election of remedies or preclude any of the parties from exercising any other remedies in the future.

This Agreement is between the Company and Subscriber and is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any User accessing the Software by means of an account established by Subscriber).

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Subscriber does not have any authority of any kind to bind the Company in any respect whatsoever.

The Company accepts all orders for the Software in Utah and reserves the right to refuse any order for the Software for any or no reason.

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Parks, through the current reservation system, has been utilizing PayPal as the third-party merchant to process online payments. ResNexus, the proposed reservation system, has an established relationship with CMS (Complete Merchant Solutions) that offers more favorable rates than the current provider, PayPal.

Addendum A modifies the contract to coincide with the ResNexus Subscription Agreement terms. The email discusses the Personal Guarantee portion of the contract, and that it will not need to be signed because we are a government entity.

This migration is an integral part of the new reservation system.

2. FISCAL IMPACT:

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

Motion to authorize Chair Doherty to sign the CMS on behalf of the County.

Attach additional background documentation as needed.

Hello Kirsti,

Here is the addendum stating the Month to month contract. As for the personal guarantee I am not able to write that up. We could send it to our CIO and our Lawyers to see if they approve it. This will mean it will take a couple of weeks to get that approved and it may not even get approved which is Highly likely. Know that if you do not sign the Personal Guarantee we legally cannot hold you accountable to it, nor would the bank accept it if it was required. Both of which will be approved without you signing the personal guarantee. Again if you do not sign it we cannot legally hold you accountable for that.

Thanks,

From: Crosby Gull
To: Kirsti Cason
Subject: Re: CMS
Date: Thursday, September 12, 2019 10:32:41 AM

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

Yes none of the accounts have to sign the personal guarantee because you are a Government entity. Instead all that we need is a copy of the main Signer's Driver's License.

Thanks,

From: Kirsti Cason <kason@co.morrow.or.us>
Date: Thursday, September 12, 2019 at 11:24 AM
To: Crosby Gull <cgull@cmsonline.com>
Subject: RE: CMS

Thank you so just to make sure I have this correct as per our previous phone conversations. The county does NOT have to sign the "Personal Guarantee" section.
If this section is not signed will the CMS still allow the account for processing?

~Kirsti

Kirsti Cason
Administrative Assistant
Morrow County Public Works Dept.
Road Dept. - Gen. Maint. - Airport
Transfer Station - Parks
P.O. Box 428
Lexington, Oregon 97839
Phone: 541-989-9500
Cell: 541-256-0186
Fax: 541-989-8352
Park Reservations: 541-989-8214
E-mail: kason@co.morrow.or.us

"NOTICE: This message (including attachments) is covered by the United States Electronic Communication Privacy Act, 18 U.S.C. sections 2510-2521, and various similar acts and laws worldwide, and is CONFIDENTIAL. If you believe that it has been sent to you in error, do not read it. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error and then delete it. Thank you." Finally, the recipient should check this email and any attachments for the presence of viruses. The individual and organization accepts no liability for any damage caused by any virus transmitted by this email.

From: Crosby Gull [mailto:cgull@cmsonline.com]
Sent: Thursday, September 12, 2019 10:21 AM
To: Kirsti Cason <kason@co.morrow.or.us>
Subject: CMS

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



Phone: 877-267-4324
Fax: 877-537-9485
www.cmsonline.com

Terminal/ Gateway/ Software

Merchant / Control Number

Business Information

Merchant's DBA: Merchant's Legal Name: COUNTY OF MORROW
Physical Address (No P.O. Box): 100 S COURT STREET
Legal Address: PO BOX 867
City, State, Zip: HEPPNER, OR 97836
City, State, Zip: HEPPNER, OR 97836
DBA Phone: (541) 989-9500 Fax: (541) 676-5619 Corp. Phone: (541) 676-5615 Web Address: www.co.morrow.or.us
Customer Service Phone #: Contact: E-mail:

Merchant Profile

Type of Ownership: Sole Proprietor Partnership LLC
Professional Assoc. Corporation Tax Exempt (501C)
Type of Goods or Services Sold: RESERVATIONS MCC Code:
Years in business/ Ownership? 134 YEARS

Visa/ MasterCard/ Discover®/ AMEX Information

Market Type: Retail Supermarket Restaurant Emerging Mkt Lodging Public Sector MO/TO Auto Rental P - Card Cash Adv. E-Commerce Other
Sales Profile (must = 100%)
Card Present/ Swiped 70 %
Card Present/ Keyed 10 %
CNP - MOTO/ Internet 20 %
Other Non-Mag %
Total 100 %

Do you currently accept Visa/MasterCard?
Do you accept prepayment for product or service? Yes No % sales in this category? % cost that is prepayment:
Do you offer warranties, dues, subscriptions, memberships or extended services? Yes No Duration of benefits (in weeks):
Monthly Visa/MC/Discover Sales: \$ Average Ticket: \$ Total Visa/MC/Discover Sales (multiple locations only):\$

Member Bank (Acquirer) Information:

Merrick Bank - 135 Crossways Park Drive North, Suite A100, Woodbury, NY 11797 - Tel (800) 328-9155

Important Member Bank Responsibilities

- 1. A Member Bank is the only entity approved to extend acceptance of Bankcard products directly to a merchant.
2. A Member Bank must be a principal (signer) to the Merchant Agreement.
3. The Member Bank is responsible for educating Merchants on pertinent Bankcard Operating Regulations with which Merchants must comply.
4. The Member Bank is responsible for and must provide settlement funds to the Merchant.
5. The Member Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

- 1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Bankcard Operating Regulations.
The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands these specific responsibilities.

Merchant's Signature: X

Cardholder Data Storage Compliance & Service Provider

**** PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standard)compliant or you (merchant) must validate PCI DSS compliance (see 1(b) below and questions 3 and 4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.****

1. Have you ever experienced an Account Data Compromise "ADC"? Yes No Date of compromise?
a) Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? Yes No If yes, go to 1(b); if no, go to #2
b) Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"?
c) What is the name of your Qualified Security Assessor "QSA" or Self Assessment Questionnaire (circle one "SAQ") A, B, C, or D
d) Date of last scan Approved Scanning Vendor's name:
2. Are you using a "dial-up" terminal or "TTC" Touch Tone Capture? Yes No
3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number "FCN", electronically? Yes No
a) If yes, where is card data stored? Merchant's location only Merchant's Headquarters/Corp office only
Primary Service Provider Both Merchant and Service Provider(s) Other Service Provider All Apply
4. What Primary Service Provider/Software Developer did you purchase your point of sale "POS" application from (ie software,gateway)? Resnexus
a) What is the name of the Service Provider/Software Developer's application? ResNexus Software Version #?
b) Do your transactions process through any other Service Provider (ie web hosting companies, gateways, corporate office)? Yes No
c) If yes, name the other Service Provider? Resnexus
5. Name of QIR company (if Applicable)

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other:
Surrounding Area: Commercial Industrial Residential Residential Does product and inventory appear legitimate? YES NO
Does the Merchant use a Fulfillment House? YES NO If yes, was the Fulfillment House inspected? YES NO
I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. **Verified and inspected by:**
Rep Code:468L Rep Name: Resnexus Rep Signature: X Date:

Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Visa, MasterCard, Discover Card:

Tiered			ERR		Interchange	Auth/Batch	Pin-Debit
Qualified:	Mid Qualified:	Non Qualified:	Qualified:	Non Qualified:	Volume %:	Per Occur.	Per Item:
			1.79%	0.49%			

American Express OptBlue: By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express

Tiered			ERR		Interchange	Auth/Batch
Qualified:	Mid Qualified:	Non Qualified:	Qualified:	Non Qualified:	Volume %:	Per Occur.

\$0.00 Account Setup Fee	\$ 35.00 Chargeback Fees (per occurrence)	\$.10 EDC AVS Fee (per occurrence)
\$ 79.95 Annual PCI Compliance Fee	\$ 15.00 Retrieval Fee (per occurrence)	\$.75 Voice Authorization Fee (per occurrence)
\$0.00 Annual Membership Fee	\$ 20.00 Non-Sufficient Funds (per occurrence)	\$ 2.50 Help Desk Fee (per occurrence)
\$25 Monthly Minimum Fee	\$0.00 Monthly Debit Access Fee	\$0.00 Online Reporting Access
\$5.00 Monthly Statement Fee	\$4.95 Monthly Regulatory Fee	\$0.00 Other

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to surcharges up to the foregoing amounts in addition to the rate quoted. In addition to the per item fee, all Debit transactions include fees assessed by the applicable network organization. You, as Merchant, have the option of accepting MasterCard credit cards, Visa credit cards, American Express credit cards, credit cards issued by the Discover® Network, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by the Discover Network. Merchant may elect to accept any or all of these card types for payment. If Merchant does not specifically indicate otherwise, the Merchant Application will be processed to accept ALL MasterCard, American Express, Discover Network, and Visa card types, Elected Visa, Discover Network, American Express or MasterCard Card types NOT to accept are written in the "Notes" section below

Notes: Monthly Discount / Month to Month contract / 0 day holds of funds / Red Carpet services

Beneficial Ownership Information - Each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of the legal entity.

Check box of at least one individual with significant responsibility for managing the legal entity customer (e.g., CEO, CFO, COO, President, Vice President etc.)

<input checked="" type="checkbox"/> Name: KATHERINE KNOP	Title: FINC DIRECTOR	%	Address: PO BOX 867		City: HEPPNER	
State: OREGON	Zip: 97836	ID Type:	ID #:	ID State:	Birth:	SS #
Phone:						
<input checked="" type="checkbox"/> Name: SANDRA POINTER	Title: PW ASST	%	Address: PO BOX 428		City: LEXINGTON	
State: OREGON	Zip: 97839	ID Type:	ID #:	ID State:	Birth:	SS #
Phone:						
<input type="checkbox"/> Name:	Title:	%	Address:		City:	
State:	Zip:	ID Type:	ID #:	ID State:	Birth:	SS #
Phone:						
<input type="checkbox"/> Name:	Title:	%	Address:		City:	
State:	Zip:	ID Type:	ID #:	ID State:	Birth:	SS #
Phone:						

Personal Guaranty

I/We hereby guarantee to CMS and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by CMS, Member and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to CMS and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor: X N/A Name: N/A Date: _____
 Signature of Guarantor: X Name: _____ Date: _____

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Complete Merchant Solutions, LLC. ("CMS"), the Merchant named above and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); CMS is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover"). A copy of the Card Services Terms and Conditions, revision number TSMB 0618HML, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO CMS HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize CMS, and CMS on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below you authorize CMS, its affiliate partners or Banks to order a consumer credit report on Merchant and all persons listed above.

Principal #1	Name and Title:	Date:	Signing for Member:
X	JIM DOHERTY, BOARD OF COMMISSIONER, CHAIR	_____	X
Principal #2 (If required)	Name and Title:	Date:	
X	_____	_____	
Complete Merchant Solutions:	Name and Title:	Date:	
X	_____	_____	



Certification of Beneficial Owners

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

(i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned _____, certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.

Signature: _____ Date: _____

Merchant Bankcard Services Agreement Card Service Terms & Conditions

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

This Agreement sets forth the terms of the Services offered to you by Merrick Bank ("Bank") and Complete Merchant Solutions, LLC ("CMS") (Bank and CMS collectively "we" or "us"). The Bank is the principal party to this Agreement and has delegated provision of the Services under this Agreement to CMS except as expressly set forth in this Agreement. If you are approved for the Services, you agree to be bound by the terms of this Agreement. Your use of the Services will be additional evidence of your agreement to these terms.

1. Definitions. As used in this Agreement, the terms below will have the following meanings:

Agreement is the agreement among CMS, you and Bank contained in the merchant application and Agreement, any attachments, addenda, schedules thereto, each as amended from time to time, all of which collectively constitute the agreement among the parties.

Card is a valid credit Card or debit Card bearing the service mark of Visa or MasterCard and, to the extent that you have signed up for such services, the marks of any other Card Association.

Card Association is any entity formed to administer and promote Cards, including, without limitation, MasterCard International, Inc., VISA U.S.A., Inc., VISA International, Inc., Discover, Diners Club, JCB and American Express.

Cardholder is the individual whose name is embossed on a Card and any authorized user of such Card.

Merchant is the party identified as "Merchant" on the merchant application and Agreement. The words "you" and "your" refer to Merchant.

Services are the credit card, debit card, gift card, loyalty card, ACH, POS equipment, software, payment gateway and related goods and services provided by us to you, and the Transaction settlement services provided to Bank by you.

Transaction is a sale, rental or service, or any credit thereon, between you and a bona fide Cardholder

Transaction record is any written or electronic evidence you present to us of a Transaction.

2. Honoring Cards. Except as otherwise required under any applicable laws, you will honor without discrimination all valid Cards when properly presented by Cardholders in connection with bona fide, legitimate business transactions arising out of your usual trade or business. Any use of the Card Association marks must comply with Card Association rules and regulations and any such use will terminate effective upon the termination of this Agreement or notice by us.

3. Compliance. You agree to comply with:

(a) **Applicable Law** -- all laws applicable to you, your business, and Card Transactions, including without limitation all state and federal consumer credit and consumer protection statutes and regulations.

(b) **Card Association** -- all current and future Card Association rules and regulations, including but not limited to Payment Card Industry Data Security Standards, (PCI-DSS) and Cardholder Information Security Program (CISP).

4. Prohibitions. You will not do any of the following:

(a) **Surcharge**-- require, through an increase in price or otherwise, any Cardholder to pay a surcharge at the time of sale or to pay any part of any charge that we impose on you. Discounts for payments in cash, however, are permitted as set forth under the applicable laws.

(b) **Finance Charge** -- add a finance charge to any Transaction. The sum of an installment transaction may not exceed the total sales price of merchandise on a single-transaction basis.

(c) **Amount Limitations** -- establish minimum or maximum Transaction amounts except if set forth in any applicable laws.

(d) **Personal Identification** -- require a Cardholder to provide personal identifying information, such as a telephone number, address, or driver's license number, as a condition of honoring any Card, unless the information: (a) is needed to complete the transaction (e.g., when an address is needed to complete a mail order transaction); or (b) is required by a Card Association in connection with a particular transaction and is permitted by law.

(e) **Third Party Transactions** -- present sales slips for services or goods provided by others. You may only use the Services for Transactions undertaken in the ordinary course of your business.

(f) **Cash Payments/Advances** -- receive any payment from a customer for charges included on any Transaction record resulting from the use of a Card, nor receive any payment from a Cardholder to prepare or present a credit slip for the purpose of

effecting a deposit to the Cardholder's account. You will not make a cash advance to a Cardholder, either directly or by deposit to the Cardholder's account.

(g) **Factoring** -- present to us, directly or indirectly, any Transaction record that does not result from a transaction between you and the Cardholder.

(h) **Unauthorized Transactions** -- present us with a Transaction record that you know or should know is fraudulent or unauthorized by the Cardholder.

(i) **Credits** -- process a credit transaction without having completed a previous retail transaction with the same Cardholder.

(j) **Non-customary Transactions** -- present us Transaction records for Transactions outside the normal scope of your business, as reflected in your merchant records with us (e.g., the sale of travel services by a bicycle merchant). You may not conduct mail order, telephone order, or e-commerce (Internet) Transactions unless we authorize you to conduct such Transactions.

(k) **Cardholder Information** -- sell, purchase, provide, exchange, or otherwise disclose a Cardholder's name or Card number that you obtain as a result of a Transaction to any third party other than us, your agents (to assist you in your business), a Card Association, or as required by law. If the cardholder's identification is uncertain, you must contact us for instructions. If we ask you to recover the Card, you must assist us to do so according to our instructions.

(l) **Your Cards** -- present us with Transactions records for sales involving a Card issued to you.

(m) **Scrip** -- accept any Cards for the purchase of scrip.

(n) **Special Conditions** -- establish any special conditions for accepting a Card.

(o) **Chargebacks** -- submit a transaction or sale that has been previously charged back.

(p) **Split Transactions** -- use two or more sales transaction receipts for a single transaction to avoid or circumvent authorization limits or monitoring programs.

(q) **Unlawful Internet Gambling Enforcement Act** -- accept a Card for an unlawful Internet gambling transaction.

5. Advertising. Wherever you accept Cards, you will inform the public of the Cards that you honor. However, you may not indicate that any of the Card Associations endorse your goods or services nor refer to the Card Associations when stating your eligibility requirements for purchasing your products, services or memberships.

6. Exclusivity. You will not use the services of any bank, corporation, entity or person other than us for authorization and/or settlement of Visa, MasterCard or any other Transactions involving a Card throughout the term of this Agreement.

7. Identification of Cardholder/Mail Order; Telephone Order; Internet Transactions. You will not engage in any Card Transaction with a Cardholder who fails to present the Card that is intended to be used to complete the Transaction. This limitation does not apply if you are approved to engage in mail/telephone/Internet orders. You may only engage in mail/telephone/Internet orders provided they do not exceed the percentage of your total bankcard volume reflected on your merchant application and Agreement. Failure to adhere to this requirement may result in cancellation of this Agreement, or we may hold your funds and/or interrupt or terminate your Services. Mail/Telephone/Internet transactions have a substantially higher risk of chargeback. Since you will not have an imprinted or magnetically swiped transaction and you will not have the Cardholder's signature on the sales slip as you would in a face-to-face transaction, you will assume all risk associated with accepting a mail/telephone/Internet order transaction. In any non-imprint transaction, you will be deemed to warrant the customer's true identity as an authorized user of the Card. You recognize that any Transaction in which the Card and/or the Cardholder is not present poses significant chargeback and/or unauthorized transaction risk, for which you have no recourse to us.

8. Transaction Requirements. As to each Transaction you tender to us for processing, you represent and warrant that:

(1) The Transaction represents payment or refund of payment, for the bona fide sale or lease of the goods, services or both, which you have provided in the ordinary course of your business, and the Transaction is not submitted on behalf of a third party.

(2) The Transaction does not involve any element of credit for any purpose other than payment for a current Transaction (including payment of a previously-dishonored check) and, except in the case of approved installment or pre-payment plans, the goods have been shipped or services actually rendered to the Cardholder.

(3) The Transaction is free from any alteration not authorized by the Cardholder.

(4) Neither you nor your employee has advanced any cash to the Cardholder or to yourself or to any of your representatives, agents or employees in connection with the Card transaction, nor have you accepted payment for effecting credits to a Cardholder's account.

(5) To the best of your knowledge, the goods described in each Transaction are your sole property and you are free to sell them.

(6) You have made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy.

(7) You have no knowledge or notice of information that would lead you to believe that the enforceability or collectability of the subject Transaction is in any manner impaired, and the Transaction is in compliance with all applicable laws, ordinances and regulations; and you have originated the Transaction in compliance with this Agreement and the Card Association rules and regulations.

(8) For a Card sale where the Cardholder pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment or deferred payment on the date(s) the Cardholder agreed to be charged. All installments and deferred payments, whether or not they have been submitted to us for processing, shall be deemed to be a part of the original Card sale.

9. Obtaining Authorization. Before you conduct any Card Transaction, you will obtain an authorization for the full amount of the Transaction from the authorization center that we designate. Authorization is required for each installment of installment transactions. Authorizations only confirm the availability of credit. They are not a promise, guarantee or representation by us or the authorization center that a Transaction is or will be deemed valid and not subject to dispute. Authorizations will not in any way affect our right to revoke payment or otherwise exercise our right to charge the Transaction back to you.

10. Settlement of Card Transactions. We have the sole right to receive payments on any Transaction record transmitted by you as long as: (a) we have paid you the amount represented by the Transaction record, less the fees, reserves, discounts and other charges permitted by this Agreement; and (b) we have not charged such Transaction record back to you.

Except as otherwise provided in this Agreement, and subject to any warranty by you and our right of chargeback, we will accept valid Transaction records from you during the term of this Agreement and pay you the total amount represented by the Transaction records, less all fees, reserves, discounts and other charges. Any payment made by us to you in connection with a Transaction will not become final until the expiration of the chargeback period established by the Card Association rules and regulations. We will pay you for Transactions by making a deposit to your account ("Merchant Bank Account") with us or with any other financial institution of your choice that can accept Automated Clearing House ("ACH") transfers. We may revoke any prior provisional settlement of a Transaction record by making an immediate withdrawal (through the ACH or otherwise) from your Merchant Bank Account, without prior notice or demand. You waive all notice of default or nonpayment, and you consent to all extensions or compromises given by us, or the Card Associations to any Cardholders.

11. Refund, Exchange and Return Policies. Your policy of permitting refunds, exchanges, returns, or adjustments for Card purchases may not be more restrictive than for your cash customers. If you accept any goods for return, permit the termination or cancellation of any services, or allow any price adjustment (other than involuntary refunds required by applicable airline or other tariffs, or as otherwise required by law), you will not make any cash refund, but will complete and deliver promptly to us a credit Transaction record evidencing the refund or adjustment. The amount of the credit Transaction record may not exceed the amount of the original Transaction. Your return/cancellation policy must be disclosed to your customers. You will provide us with a written description of your refund and return policy upon our request.

12. Chargebacks. We may charge back Transactions to you under the following circumstances. You agree to immediately pay us the amount of the chargebacks without any further demand from us.

(a) The Transaction record is: (i) illegible or the data contained therein is otherwise indiscernible; (ii) not endorsed, (iii) not delivered to us within the required time limits; or (iv) altered or incomplete (e.g., missing the account number, Card expiration date, merchant name or location, the transaction amount or date, Cardholder signature, description of product or services, or authorization code.)

(b) You fail to obtain prior authorization for the Transaction.

(c) The Transaction record is a duplicate of an item previously paid or is one of two or more Transaction records generated in a single transaction in violation of this Agreement.

(d) The Cardholder disputes the validity or authorization of the Transaction record, or the sale, delivery, quality or performance of the goods or services purchased; or alleges that a credit adjustment was requested and refused, or that a credit adjustment was issued by you but not posted to the Cardholder's account.

(e) We determine that you have violated any term of this Agreement in connection with the Transaction record or the related Transaction.

(f) We determine that the Transaction record is fraudulent or that the related transaction is not a bona fide transaction in the ordinary course of your business (as described in our records) or is subject to a claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of you, your agents or employees.

(g) The Transaction record arises from a mail order, telephone order, or e-commerce transaction that the Cardholder disputes entering into or authorizing, or involves an account number that never existed or has expired.

(h) In any other situation in which a Transaction has been charged back to us in accordance with the chargeback rules established by the Card Association.

We may charge back a transaction in accordance with this section even if an Authorization was obtained. We may impose a per-item handling fee for each chargeback that is processed. We may from time to time, in our sole discretion and without prior notice, change the chargeback fee. If your chargeback activities exceed a ratio of 1% (calculated by dividing the number of chargebacks in any month by the number of sales during that month) or any other amount as set forth by a Card Association, you will pay an additional per-item charge established by us for processing such excessive chargebacks. Since Card Association rules may not allow the reversal of a chargeback in certain electronic transactions, you agree to accept all chargebacks issued pursuant to the Card Association rules.

13. Fees. You will promptly pay us the fees and charges we establish for the Services, including (without limitation) the following:

(a) **Fines and Penalties.** The Card Association may impose fines or penalties upon us for violations of their bylaws, rules or regulations. If we determine that you are responsible for the violation, you will indemnify, reimburse and hold us harmless for the fine or penalty, whether the violation occurs or the fines, penalties or other assessments are imposed during or after the term of this Agreement. Card Associations may charge us a Chargeback handling fee or fine, for example, if you exceed certain thresholds set by the Card Association. You will pay or reimburse us within twenty four (24) hours of our request, whether or not you intend to protest the Card Association's assessment. You may contact us for information regarding Card Association chargeback limitations and fines.

(b) **Legal Fees and Costs.** We will pass through to you, and you agree to pay, the legal fees and costs we incur in seeking legal advice in matters not in the ordinary course of our relationship with you, as described in this Agreement. This includes, but is not limited to, contract disputes, legal procedures, bankruptcy or other similar events, whether the fees or costs are incurred during or after the term of this Agreement.

(c) **Service Fees.** The fees listed in this Agreement, any merchant application, any addendum to this Agreement, any other documents provided by us to you and those set forth in the Services Guide, as amended by us from time to time. For Transactions that do not qualify, Card Association interchange fees provide for a "down-grade," and we will apply a higher rate for the non-qualifying transactions than the qualifying rate as set forth in our documentation. We may modify your pricing at any time without prior notice. In addition, we may change our fees, charges and discounts for any reason, including, but not limited to, resulting from (i) changes in Card Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by you. Such new prices will be applicable to you as of the effective date established by the Card Association or third party provider, or as of any date specified in our notice to you.

(d) You must maintain sufficient funds in your designated Merchant Bank Account to cover all chargebacks and related fees. Simultaneously, with each transaction processed by you, we have a contingent and unmaturing claim against you for any amount we must pay as a result of your processing of transactions, including, but not limited to, any chargebacks, fees, discounts, customer credits and adjustments, charges, fines, assessments and penalties. All settlements or credits given or payment made by us to you in connection with your transactions are provisional, and subject to revocation, chargeback or refund, subject to the terms and conditions of this Agreement and the Card Association rules and regulations. Your right to receive any amounts due from us is expressly subject and subordinate to our chargeback, set-off, lien and security interest rights without regard to whether such chargeback, set-off, lien and security interest rights are applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured. WE MAY, WITHOUT FURTHER NOTICE, ELECTRONICALLY DEBIT YOUR MERCHANT BANK ACCOUNT TO COVER ALL SUMS OWING TO US PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, AMOUNTS OWING FOR CHARGEBACKS, RELATED FEES AND FINES IMPOSED BY CARD ASSOCIATIONS. Should your account become delinquent and subject to ACH Rejects, all chargeback and retrieval fees may increase by up to 200% of the original fee listed in this Agreement.

(e) Merchant is responsible for the timely reconciliation of all issues related to Services provided under this Agreement. Merchant must submit any dispute to CMS, in writing within sixty (60) days of the initial posting of the disputed item to the Merchant Bank Account or appearance of the disputed item on the Merchant's statement. If Merchant does not notify CMS within the sixty (60) day time period, Merchant shall be deemed to have accepted without question such payments and may not in the future contest the amount Merchant was paid or seek reimbursement for any discrepancies.

14. Merchant Cash Reserve Account. We may establish a "Merchant Cash Reserve Account" in connection with your Card Transactions and may fund it by (a) withholding a portion of the amount of each Card Transaction and/or (b) requiring you to deposit funds to the Merchant Cash Reserve Account. The Merchant Cash Reserve Account shall be established at Bank, and the funds therein shall be the property of the Merchant. We may use funds in the Merchant Cash Reserve Account to cover chargebacks, credits, fines, costs and other obligations you incur under this Agreement (collectively, "Liabilities"). Notwithstanding the

foregoing, in the event of any governmental action relating to you or your Merchant Account, a lawsuit as a result of Cardholder disputes or any negative public occurrence due to your general business practices that may be construed as harmful to the CMS brand, the Merchant Cash Reserve Account shall be immediately surrendered to CMS for liquidated damages, brand damages, and other considerations of CMS. We may change the required reserve amount, the period that reserves may be held, and the percentage withheld from each Transaction based on our assessment of the amount needed to cover your current and future Liabilities. Merchant's interest in the Merchant Cash Reserve Account shall be limited to any surplus after satisfaction of all Liabilities.

If we require a Merchant Cash Reserve Account at the time we approve your application for the Services, we will notify you of the percentage and period of your required reserves in our merchant approval. If a reserve is required at a later date, we may establish the reserve immediately and notify you of that fact (or of any change in the required reserve percentage or period). You agree to deposit additional amounts in your Merchant Cash Reserve Account upon our request.

We may elect, at our sole discretion, to withhold payment to you of amounts otherwise payable under this Agreement that we reasonably determine to be necessary to cover future Liabilities that may result from your Card activities. If we determine that the proceeds of your future Transactions may not cover anticipated Liabilities (e.g., because this Agreement has been terminated), we also may prohibit the withdrawal by you of some or all of your funds then held on deposit in the Merchant Bank Account or any other account you have with us. Any liabilities may first be charged to the Merchant Bank Account. If the Merchant Bank Account does not contain sufficient funds to cover the liabilities we may withdraw enough funds from any other account, such as the Merchant Cash Reserve Account, Money Market Account, or Brokerage Account to cover any and all outstanding liabilities. We may use the Merchant Cash Reserve Account to cover any of your Liabilities, whether they are incurred before or after the date of termination. You acknowledge that if a fine is assessed to Bank or CMS by VISA, MasterCard, or Discover that is caused by the processing activity of merchant, CMS may retain any variance in the amount charged to Merchant as compensation for damages to the CMS brand. Bank or CMS may enforce such security interest without notice or demand.

Merchant's obligation to maintain such Reserve Account shall survive the termination of this Agreement by a period of three hundred sixty five (365) days (or longer depending on Merchant's product and business practices) during which time Bank's or CMS's security interest shall continue. After three hundred sixty five (365) days from termination of this Agreement, if reserve funds have not been requested from Bank or CMS, funds become the property of CMS. Bank or CMS may impose a monthly administration fee on reserve accounts related to inactive or terminated Merchant Accounts. Your funds held in a Merchant Cash Reserve Account may be held in a commingled Merchant Cash Reserve Account for the reserve funds of our merchants. You may or may not receive any accrued interest on any funds held by us as a result of your processing of transactions, including, but not limited to, funds held by us in a Merchant Cash Reserve Account. Notwithstanding the foregoing, we shall be entitled to accrued interest on any such held funds.

15. Financial Information and Review. You authorize us to obtain, from time to time, credit, financial, and other information regarding you from others, such as credit reporting agencies. You authorize us to respond to requests from others about our experience with you. You agree to provide us, upon our request, with: (a) an updated financial statement; (b) information regarding the ownership, character and nature of your business; and (c) the estimated amount and volume of your future Card Transactions. You agree to permit us and Card Associations to review your Cardholder Transaction records and inspect your business locations during regular business hours.

16. Changes in Your Business. You agree to provide us with at least 30 days' advance written notice of any material (10% or greater) change in the ownership of your business and/or the type, scope or nature of your business. This would include, without limitation: a change in your legal structure, such as from a partnership to a corporation; a change in your business name or the use of a fictitious business name; your engagement in a new line of business; entering into a joint venture or joint marketing agreement; a change in location or the addition of a sales location; or the start-up or conduct of a mail-order, e-commerce, and/or telephone-order business. If there is or will be a material change in your business, we may: (a) refuse to accept or pay for sales slips (e.g., e-commerce Transaction records if you have not been approved by us for that service), (b) increase your required reserve, and/or (c) terminate this Agreement.

17. Security Interest. You grant us a security interest in all reserves and in all deposits, regardless of source, made to the Merchant Bank Account, the Merchant Cash Reserve Account, and any other deposit or brokerage accounts you maintain with us or with any other financial institutions now or in the future, as well as the proceeds of those deposits, to secure your obligations. We may enforce our security interest without notice or demand of any kind if you breach this Agreement, by withdrawing funds from or freezing your accounts, taking possession of any deposits, and/or taking any other lawful action. Our security interest will remain after the termination of this Agreement as long as any of your Transactions remain

subject to chargebacks, and so long as any fee, charge, cost or obligation described in this Agreement remains unpaid by you or could be incurred by us as a result of your actions or omissions. You agree to take such actions and to execute such documents as we may request from time to time to establish, maintain and perfect our security interest in your accounts.

18. Monthly Transaction Limitation. You agree not to process or submit Transactions that aggregate more than the "Monthly Transaction Limit" we establish for you. You agree to notify us immediately if you have reason to believe you will exceed the limit. You may apply to us in writing for a greater Monthly Transaction Limit. If you submit Transaction records to us for processing that exceed the Monthly Transaction Limit, we may hold the excess funds as reserves until the chargeback period related to the excessive Transactions has expired. If we permit you to exceed the Limit, we may refuse without cause or prior notice to continue allowing that practice at another time.

19. Your Use of Agents. You agree to obtain our prior written consent before allowing any third party ("Agent") to capture or transmit any Transaction data on your behalf. If you use an Agent, our obligation to reimburse you for such Transactions will not exceed the amount delivered by your Agent, less all applicable fees, discounts, reserves and charges related to your Transactions. You are responsible for any failure by your Agent to comply with this Agreement, the Services Guide, the law, or Card Association rules and regulations. You agree to indemnify, defend and hold us harmless for any losses, damages, claims, costs or actions related to the actions or omissions of your Agent. We assume no responsibility to monitor the actions of your Agent on your behalf. You agree to continuously review the activities of your Agent.

20. Endorsement/Warranties. You will be deemed to have endorsed in our favor any Transaction records you present to us. You authorize us to supply your endorsement on your Transaction records. For each Card transaction submitted to us, you warrant the following: (a) it is a lawful sale/rental not previously submitted and is only for the items sold or rented (including taxes, but without any surcharge); (b) it represents an obligation of the Cardholder for the transaction amount; (c) it is not an amount charged subject to any dispute, set-off or counterclaim; (d) it is for merchandise or service actually delivered or performed at the same time you accepted and submitted the Card for processing (except for any delayed delivery or advance deposit transactions expressly authorized by this Agreement); (e) it is not the refinancing of an existing obligation of the Cardholder or arising from the dishonor of a personal check; (f) that you have no knowledge or notice that the transaction is improper, fraudulent or unauthorized; (g) that the transaction is between you and the Cardholder; and (h) the transaction is made in accordance with this Agreement, the Card Associations' rules and regulations.

21. Processing Related Equipment. Unless otherwise provided for in a separate sales agreement, the sale of all processing equipment is between you and third parties, including, but not limited to, our independent sales agents and representatives. WE ARE NOT IN THE BUSINESS OF LEASING EQUIPMENT. ALL LEASES ARE BETWEEN YOU AND AN INDEPENDENT LEASING COMPANY. YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU OBTAIN MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT AND/OR SOFTWARE COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THIS MERCHANT AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE THAT YOU HAVE OBTAINED. We may upgrade or otherwise modify our computer system at any time without prior notice. You agree to provide us access to your processing equipment in the event that we deem it necessary as part of our upgrade or system modification.

22. Merchant Web Sites and Gateway Services. A gateway service provides you with an interface between you and your customers so you can accept sales from your customers over the Internet. Your choice of a third-party gateway service provider is subject to our approval. Notwithstanding any gateway service provider offered, suggested, or referenced by us or our sales agent, you acknowledge that all issues concerning your gateway service, including, but not limited to, its service and functionality, are solely between you and your gateway service provider. The fees and terms for your gateway service and any services or products offered by your gateway service are set forth in the merchant application or, if applicable, stated in a separate agreement between you and your chosen gateway service provider. Programming of your web site, technical support, and its functionality with the gateway service provider you have chosen, are your sole responsibility. We shall not be liable in any manner whatsoever for any errors, disruptions or security breaches related to your Internet business or web site. You shall be liable to us for all fees and liabilities incurred under this Agreement notwithstanding any errors, disruptions or security issues related to your Internet business or web site.

23. Your Records. You agree to exercise the utmost care to prevent disclosure of any Card or Cardholder information (including, without limitation, any Cardholder's name, account number, or any information about any transaction) (collectively, the "Cardholder Information"), other than to the applicable Card

Association, or as specifically required by law and the Card Association rules. You agree not to use any account information or other Cardholder Information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Card Association rules and regulations or required by law. Except as required or permitted pursuant to this Agreement or otherwise required by law, you must not disclose any Cardholder information (including Cardholder names, addresses and Card account numbers). You shall limit access to Cardholder information to a secure area that is only accessible to selected personnel. Your disposal procedures must ensure the security of all Cardholder Information and all Cardholder Information that has been discarded must be rendered unreadable. You may not retain or store Card Verification Value 2 (CVV2) magnetic stripe data after a Transaction has been authorized. You may not retain or store any magnetic stripe data after a Transaction has been authorized. You may not retain or store the expiration date of any credit or debit card after a Transaction has been authorized. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request. You acknowledge that you will not obtain ownership rights in any information derived from Card transactions. You agree to comply with all security standards and guidelines that may be published from time to time by Visa, MasterCard or any other Card Association, including, without limitation, the Visa U.S.A. Cardholder Information Security Program ("CISP") and the Payment Card Industry Security Standard ("PCI"). You understand that failure to comply with the CISP and PCI requirements and other security guidelines may result in fines by Visa, and you agree to indemnify and reimburse us immediately for any fine imposed due to your breach of this Section. You also agree to pay any and all fees imposed by CMS for PCI related matters including certification processes or potential fines for non-compliance of PCI standards. You agree to allow us or any Card Association to inspect Merchant's premises and computers, and the premises and computers of any company the Merchant has contracted with, for the purposes of verifying that Cardholder Information is securely stored and processed, and is not used for any purpose other than processing the transactions to which it relates. You hereby indemnify CMS, Bank and their assigns and successors for any liability, claims, obligations, damages, costs, fees (including, without limitation, attorneys' fees) or expenses incurred as a result of or in connection with Merchant's failure to follow the security guidelines, your failure (whether negligent or otherwise) to maintain the security or confidentiality of Cardholder Information, or your misuse of any such information. If at any time either party determines that Card account number information has been compromised, such party will notify the other party immediately and assist in providing notification to the proper parties as we deem necessary. Your information may be shared by us with our affiliates subject to the provisions of this Agreement and Card Association rules and regulations.

24. Indemnification. You agree to indemnify, defend, and hold harmless us, the Card Associations, their respective officers, directors, affiliates, parents, employees or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by you or any employee, agent or affiliate of you to comply with the terms of this Agreement; (ii) any warranty or representation made by you being false or misleading; (iii) any representation or warranty made by you or any employee or agent of you to any third person other than as specifically authorized by this Agreement, (iv) any losses on ACH transactions or credit card transactions, including, but not limited to for any chargebacks, (v) your negligence or the negligence of your subcontractors, agents or employees, or (vi) any alleged or actual violations by you or your subcontractors, employees or agents of any governmental laws, regulations or any Card Association rules and regulations.

25. Intellectual Property. "Intellectual Property" means all of the following owned by Bank or CMS: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by Bank and CMS in their Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by this Agreement, Bank and CMS grant no right or license to you by implication, estoppels or otherwise to any Intellectual Property Rights of Bank and CMS. Bank and CMS shall retain all ownership rights, title, and interest in and to their own products and services and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. You shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from Bank or CMS in connection with this Agreement.

26. Limitation on Liability. THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO YOU AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR

WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OUR OBLIGATIONS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OF (I) TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) OR (II) THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THE AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING SIX (6) MONTHS.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR LIABILITY FOR ANY DELAY IN FUNDING TRANSACTIONS TO YOU FOR ANY REASON WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS, AS ESTABLISHED BY THE FEDERAL RESERVE BOARD FROM TIME TO TIME, LESS ONE PERCENT (1%).

27. Termination.

(a) The initial term of this Agreement shall be for a period of five (5) years, commencing on the date first set forth in this Agreement. This Agreement shall thereafter be automatically renewed for additional terms of one (1) year each unless either party notifies the other no later than thirty (30) days prior to the end of the current term that it does not wish to renew this Agreement. We may terminate this Agreement for any reason, or no reason at all.

(b) Termination for Cause. If our services provided under this Agreement fail to conform to generally accepted standards for such services in the Card processing industry then your sole remedy for such failure shall be that: upon notice from you specifying the failure of performance, we will rectify such failure of performance. If we do not rectify our failure of performance within thirty days after receipt of notification, then you may terminate this Agreement upon thirty days' written notice to us.

(c) Termination of this Agreement prior to expiry of the initial term or any renewal term shall result in the assessment of an account termination fee in an amount equal to the greater of (i) the average monthly processing fees charged to the Merchant for the previous six (6) months (or such shorter time if the merchant has processed for less than six (6) months) multiplied by the number of months remaining under the Agreement, or (ii) \$500. The parties expressly agree that the damages, which CMS and Bank might reasonably anticipate to be sustained by CMS and Bank, are difficult to ascertain and measure because of their indefiniteness or uncertainty and that the amount set forth above is a reasonable estimate of the damages that would probably be caused and shall be due regardless of proof of actual damages.

(d) We may terminate this Agreement at any time upon written notice to you as a result of any of the following events: (i) your actions cause harm to the Card Associations, (ii) any noncompliance with this Agreement, the Card Association rules and regulations, (iii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant, (iv) we deem Merchant to be financially insecure, or (v) Merchant or any person owning or controlling Merchant's business is or becomes listed in the MATCH file (Member Alert to Control High-Risk Merchants) maintained by Visa and MasterCard or any Card Association notifies us that it is no longer willing to accept your Transactions.

(e) We may terminate you at any time without notice and charge you the foregoing termination fee as a result of any of the following events: (i) you never transmit Sales Data to us once a merchant account number is issued to you, or (ii) you do not transmit Sales Data to us for a period of more than 60 consecutive days.

(f) Account Activity After Termination. Termination does not affect either party's respective rights and obligations under this Agreement as to Transactions or other events submitted before termination. If you submit Transactions to us after the date of termination for which you have given us notice, we may, at our discretion, process such Transactions in accordance with the terms of this Agreement. Upon notice of any termination of this Agreement, we may notify you of the estimated

aggregate dollar amount of chargebacks and other obligations and liabilities that we reasonably anticipate subsequent to termination, and you agree to immediately deposit such amount, or we may withhold such amounts from your credits, in order to establish a Merchant Cash Reserve Account.

(g) If this Agreement is terminated for cause, or if you voluntarily terminate this Agreement and grounds for termination for cause exists, you acknowledge that we may be required to report your business name and the names and other information regarding your principals to the Terminated Merchant File/MATCH File maintained by Visa and MasterCard. You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of your default of this Agreement or for any reason specified as cause by Visa or MasterCard or if such reasons exist at the time of your voluntary termination. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

28. Miscellaneous.

(a) **Amendment.** We may amend (add to, delete or change) the terms of this Agreement at any time With or without notice to you.

(b) **Assignments.** This Agreement will be binding upon and will inure to the benefit of you, us and our respective successors and assigns. Notwithstanding the foregoing, you will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement without our written consent. Any purported assignment, transfer, or delegation by you in violation of this provision will be null and void. We may transfer, assign and/or delegate this Agreement to any third party without notice. Upon notice to you, another bank may be substituted for the Bank under whose sponsorship this Agreement is performed.

(c) **Governing Law; Waiver of Jury Trial; Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of law provisions. Any action, proceeding, arbitration or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in the federal judicial district that includes Utah County, Utah. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION.

ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to this Agreement or to our relationship, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association, under its Commercial Arbitration Rules in effect at the time the Claim is filed, except as otherwise provided below. All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the American Arbitration Association in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes Utah County, Utah. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or other property interests for contractual debts now or hereafter owed by either party to the other. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU, CMS AND BANK MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, supersedes any previous

agreements and understandings and, except as expressly provided in this Agreement, can be changed only by a written agreement signed by all parties. No modification of this agreement whether by strikethrough, written text or otherwise shall in anyway supersede the preprinted text and will not be considered as legally binding. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

(e) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of you and us. It is not for the direct or indirect benefit of any Cardholder or other person or entity.

(f) **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, e-mailed, provided on the merchant statement, faxed, or mailed first class, postage prepaid (and deemed to be delivered when mailed) to the addresses as provided by the parties or to such other address as either party may from time to time specify to the other party in writing.

(g) **Validity.** The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.

(h) **Waiver.** No failure to exercise and no delay in exercising any right, remedy or power under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

(i) **Equipment.** ANY EQUIPMENT SOLD BY US OR OUR INDEPENDENT SALES REPRESENTATIVE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

(j) **Section Headings.** The section headings of this Agreement are for convenience only and do not define, limit or describe the scope or intent of this Agreement.

(k) **Application and Credit Check.** All statements made on your application for this Agreement are true as of the date of your execution of this Agreement. Your signature on this Agreement authorizes us to perform any credit check deemed necessary of you and your principals and guarantors.

(l) **Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, earthquake, elements of nature or other acts of God; (ii) any terrorist attacks or outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or (v) the nonperformance by a third party for any similar cause beyond the reasonable control of such party, including, without limitation, failures or fluctuations in telecommunications or other equipment. In any such event, the nonperforming party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable. Notwithstanding anything to the contrary in this paragraph, your failure to receive payment or funds from a third party shall not excuse the performance of your obligations to us under this Agreement.

Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

AMERICAN EXPRESS OPTBLUESM PROGRAM AGREEMENT

The AMERICAN EXPRESS OptBlueSM Program Merchant Operating Guide, which is incorporated into the AMERICAN EXPRESS OPTBLUESM PROGRAM AGREEMENT by reference, may be accessed at www.americanexpress.com/merchantopguide.

Important Note: BANK is not a party to the American Express OptBlue Program Agreement and has no responsibility under it. MERCHANT acknowledges and agrees that BANK and their affiliates have no obligation or liability whatsoever for: (1) AMERICAN EXPRESS transactions whether under the American Express OptBlue Program Agreement, the Merchant Transaction Processing Agreement or otherwise; or (2) any actions or omissions of CMS or AMERICAN EXPRESS. MERCHANT agrees that any claims or disputes arising out of the foregoing will be resolved without involving BANK and that BANK is entitled to rely on MERCHANT's agreements in this paragraph.

THIS Agreement ("AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT"), by and between COMPLETE MERCHANT SOLUTIONS, LLC ("CMS") and MERCHANT, shall become effective on the date executed or approved by a duly authorized representative of CMS.

CMS and MERCHANT shall be collectively known hereafter as the "Parties."

WHEREAS, Chesapeake Bank, CMS, and MERCHANT are PARTIES to a Merchant Transaction Processing Agreement (together with its addenda, attachments, and schedules shall be hereinafter known as the "AGREEMENT"); and

WHEREAS, CMS' affiliate TSYS Acquiring Solutions, LLC has a relationship with American Express Travel Related Services Company, Inc. ("AMERICAN EXPRESS"); and

WHEREAS, the PARTIES desire to enter into this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT under which CMS will provide payment processing services as to AMERICAN EXPRESS transactions.

NOW THEREFORE, in consideration of the mutual promises made herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the PARTIES do hereby agree as follows:

Terms set forth herein, which are typed in all capitalized letters and not defined herein, shall have the same meaning as set out in the AGREEMENT.

The terms of the AGREEMENT, including the Merchant Application, are hereby incorporated by reference into this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT, except that no references to BANK under the AGREEMENT shall apply herein.

MERCHANT agrees to pay CMS the FEES related to AMERICAN EXPRESS as set out on the Merchant Application.

The following terms and conditions apply to MERCHANT's participation in the AMERICAN EXPRESS OptBlueSM Program ("AMERICAN EXPRESS CARD ACCEPTANCE"):

MERCHANT's participation in AMERICAN EXPRESS CARD ACCEPTANCE is subject to the approval of AMERICAN EXPRESS. MERCHANT authorizes CMS and/or its affiliates to submit AMERICAN EXPRESS SALES To, and receive settlement on such SALES from, AMERICAN EXPRESS on behalf of MERCHANT.

MERCHANT agrees that CMS may disclose to AMERICAN EXPRESS information regarding MERCHANT and MERCHANT's SALES to AMERICAN EXPRESS, and that AMERICAN EXPRESS may use such information to perform its responsibilities in connection with AMERICAN EXPRESS CARD ACCEPTANCE, promote AMERICAN EXPRESS, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of AMERICAN EXPRESS CARD ACCEPTANCE, and important transactional or relationship communications from AMERICAN EXPRESS. AMERICAN EXPRESS may use the information about MERCHANT obtained in the AGREEMENT at the time of setup to screen and/or monitor MERCHANT in connection with AMERICAN EXPRESS marketing and administrative purposes. MERCHANT agrees it may receive messages from AMERICAN EXPRESS,

including important information about AMERICAN EXPRESS products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of MERCHANT. MERCHANT may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. MERCHANT agrees that it may be sent fax communications.

MERCHANT may opt-out of receiving future commercial marketing communications from AMERICAN EXPRESS by contacting CMS. Note that MERCHANT may continue to receive marketing communications while AMERICAN EXPRESS updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude MERCHANT from receiving important transactional or relationship messages from AMERICAN EXPRESS.

MERCHANT acknowledges that it may be converted from AMERICAN EXPRESS CARD ACCEPTANCE to a direct relationship with AMERICAN EXPRESS if and when its SALES volumes exceed the eligibility thresholds for AMERICAN EXPRESS CARD ACCEPTANCE. If this occurs, upon such conversion, (i) MERCHANT will be bound by AMERICAN EXPRESS' then-current Card Acceptance Agreement; and (ii) AMERICAN EXPRESS will set pricing and other fees payable by MERCHANT.

MERCHANT shall not assign to any third party any payments due to it under AMERICAN EXPRESS CARD ACCEPTANCE, and all indebtedness arising from SALES will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the MERCHANT may sell and assign future SALES receivables to CMS, its affiliated entities and/or any other cash advance funding source that partners with CMS or its affiliated entities, without consent of AMERICAN EXPRESS. Notwithstanding the foregoing, CMS prohibits MERCHANT from selling or assigning future SALES receivables to any third party.

Notwithstanding anything in the AGREEMENT to the contrary, AMERICAN EXPRESS shall have third-party beneficiary rights, but not obligations, to the terms of the AGREEMENT applicable to AMERICAN EXPRESS CARD ACCEPTANCE to enforce such terms against MERCHANT.

MERCHANT may opt out of accepting AMERICAN EXPRESS at any time without directly or indirectly affecting its rights to accept other CARD BRANDS.

CMS shall have the right to terminate MERCHANT'S participation in AMERICAN EXPRESS CARD ACCEPTANCE immediately upon written notice to MERCHANT (i) if MERCHANT breaches any of the provisions of this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT or any other terms of the AGREEMENT applicable to AMERICAN EXPRESS CARD ACCEPTANCE, or (ii) for cause or fraudulent or other activity, or upon AMERICAN EXPRESS' request. In the event MERCHANT'S participation in AMERICAN EXPRESS CARD ACCEPTANCE is terminated for any reason, MERCHANT must immediately remove all AMERICAN EXPRESS branding and marks from MERCHANT'S website and wherever else they are displayed.

MERCHANT'S refund policies for AMERICAN EXPRESS SALES must be at least as favorable as its refund policy for purchase on any Non-Credit Payment Forms (as that term is defined in the AMERICAN EXPRESS RULES), and the refund policy must be disclosed to cardholders at the time of purchase and in compliance with LAWS. MERCHANT may not bill or attempt to collect from any cardholder for any AMERICAN EXPRESS SALE unless a CHARGEBACK has been exercised, MERCHANT has fully paid for such CHARGEBACK, and it otherwise has the right to do so.

If MERCHANT closes any of its Establishments, MERCHANT must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, MERCHANT must either deliver the goods or services for which MERCHANT has already charged the Cardholder or issue Credit for any portion of the Transaction for which MERCHANT has not delivered the goods or services.



Ph: 1-877-267-4324
Fax: 1-877-537-9485
www.cmsonline.com

Addendum A

Date: 9/12/19

Amendment #27:

The undersigned, Complete Merchant Solutions, irrevocably guarantees Morrow County, that the timeframe with CMS is on a month to month contract. And shall not be discharged for any reason. If you do choose to move forward with cancellation of your account, you need to contact CMS, and submit an internal cancellation form from CMS.

A handwritten signature in black ink, appearing to read "Kaela Johnson", is written over a horizontal line. The signature is fluid and cursive.

Kaela Johnson
ISV Manager

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

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

On September 25, 2019 I will be presenting to the Board of Commissioners ODOT Agreement 33779 for their signatures and approval of this agreement. This agreement is a STIF Discretionary grant that The Loop received to help pay for drivers for fixed routes. I am in the process of getting the Port of Morrow to Hermiston fixed route up and running. We have sufficient funds in the STIF projects to be able to start this route. I will need to do a couple of things first however. I will need to go out for public input about this route. This will occur in Heppner on October 15, 2019 during my STIF advisory meeting since it is an open public meeting I will put it on the agenda for discussion and anyone can come in at that time and give input about that route. I also plan on having an open house at the Port of Morrow the end of October or first of November for input at that time for people also. Enclosed is the job description and cost of a driver for this route that was compiled when we were in the process of putting together STIF projects. Also enclosed is a copy of the route that is planned at this time. This route was done through the software program called Remix that ODOT uses for planning of routes.

I am hoping to have this route up and running by the first of the year if at all possible.

2. FISCAL IMPACT:

Agreement is estimated to be \$133,472.00.

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

This information is for discussion before approving ODOT Agreement on September 25, 2019.

No action on this agreement until September 25, 2019.

Attach additional background documentation as needed.

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$133,472.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$120,125.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a

result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do 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 Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do 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 Recipient is a party or by which Recipient or any of its properties 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 Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant

indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents 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 the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. **Termination**

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of 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 Recipient on the one hand and of 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or

any other party, organization or individual.

- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** 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, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **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 State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State 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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms

are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- i. **Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all 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 delay or 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. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Morrow County/State of Oregon
Agreement No. 33779

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Morrow County/State of Oregon
Agreement No. 33779

Morrow County, by and through its

Board of Commissioners

By _____

Name Jim Doherty, Chair

Date _____

By _____

Name Melissa Lindsay, Commissioner

Date _____

By _____

Name Don Russell, Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Recipient's Legal Counsel

Date _____

State Contact:

Frank Thomas
555 13th St. NE
Salem, OR 97301-4179
1 (541)963-1362
Frank.THOMAS@odot.state.or.us

State of Oregon, by and through its

Department of Transportation

By _____

H.A. (Hal) Gard

Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Frank Thomas

Date 09/06/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Recipient Contact:

Anita Pranger

P.O. Box 495

Heppner, OR 97836

1 (541)676-5667

apranger@co.morrow.or.us

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Morrow County 33779				
<i>The Loop Morrow County Transportation</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$133,472.00	\$120,125.00	\$13,347.00	Local
Sub Total	\$133,472.00	\$120,125.00	\$13,347.00	
Grand Total	\$133,472.00	\$120,125.00	\$13,347.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds an administrative project that converts positions presently staffed by volunteers in Recipient's public transit system to regular employees. Specifically, this project will fund the hiring of up to 1.5 full-time-equivalent bus drivers.

Recipient shall perform administrative activities to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing, outreach, and planning.

This project benefits Recipient and its larger regional connections to Umatilla County by converting what is presently an all-volunteer driving staff into employees. It is anticipated to reduce uncertainty around the timely delivery of service while providing a foundation for the system to continue the rate of growth that has characterized the last few biennia. The project is expected to be sustainable beyond the life of this Agreement insofar as the projects in the most labor intensive tasks in Recipient's Statewide Transportation Improvement Fund (STIF) Plan anticipate the presence of a compensated driving team.

Near and mid-term opportunities include a planned route connecting Arlington, Oregon to The Port of Morrow in Boardman; a formalized schedule connecting to the key transit hub at Stanfield and a closer collaborative relationship with Kayak Public Transit (presently a purchased services contractor to Recipient). Recipient is also exploring the opportunity to connect to the iTransitNW network under development and deployment by Walla Walla Valley Transit. iTransitNW provides (among other rider conveniences) real-time, passenger facing Automated Vehicle Location (AVL).

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will:

- a) Utilize the funding in this Agreement exclusively for the staffing and associated costs described in the Project Description.*

b) Advertise the newly-staffed routes through local and regional media channels including (but not limited to or limited by): newspapers, website, social media, radio, on buses, and at transit centers. A copy can be provided to State as applicable.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient shall create and maintain current GTFS data describing the service (this can be supported by State's GTFS contractor) for all of its scheduled routes. GTFS data should be updated in advance of system changes to allow trip planners to stay current.

Recipient is strongly encouraged to create and maintain GTFS-flex data for their services delivered via demand response or ADA Complementary Paratransit. This can be supported by State's GTFS-flex contractor.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated by for-profit/national transit providers such as Greyhound, Bolt, Amtrak, Pacific Crest Transit, Central Oregon Breeze, etc. where practical.

4. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Eligible project administrative expense may include, but are not limited to: administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; facilities and equipment rental.

Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.

Sources of funding that may be used as matching funding for this Agreement include local funds; Special Transportation Fund; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

This project was awarded a 10 percent match reduction for projects benefitting the statewide transit network. Recipient must maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual basis following review of each quarter 4 Agency Periodic Report (APR) submittal.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.

Project Progress Reporting:

Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting:

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures:

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Reporting on Mitigation of Tax Impacts to Low-income Populations:

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$120,125.00

Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities 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 performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The Loop Morrow County Transportation

Bus Driver Job Description

GENERAL STATEMENT OF DUTIES

Transports passengers to a variety of locations. Offers assistance to all passengers as they enter and leave the vehicle.

SUPERVISION RECEIVED

Works under the supervision of the Transit Coordinator.

SUPERVISION EXERCISED

Generally, there are no supervisory responsibilities with this position.

TYPICAL DUTIES (Any one position may not involve all the duties listed, and many positions will involve duties not listed.)

1. Responsible for transporting elderly, persons with disabilities and general public riders.
2. Responsible for the safety of persons while they are on the vehicle, and while they are entering or leaving the vehicle.
3. Maintain records on the number/type of passengers, miles driven, gas and oil used.
4. Assist passengers with their carry-on items on and off the vehicle as needed.
5. Responsible for fueling, routine checks and keeping the vehicle interior clean.
6. Other duties as assigned.

REQUIRED EDUCATION, EXPERIENCE AND SKILLS

High School Graduation or GED certificate. Must have a valid Oregon driver's license, and a safe driving record.

Must have the ability to work pleasantly and professionally with the public and co-workers and have the ability to follow written and oral instructions. Must have reasonable knowledge of vehicle operations; physically able to assist wheelchair passengers, and passengers with walkers or crutches when boarding and deboarding the transit vehicle and provide curb-to-curb assistance as needed. Transit experience and a CDL preferred but not required.

Must pass pre-employment drug test and criminal history background check. This position will also require random drug and alcohol testing.

LOOP DRIVER

80 HR PER PAY PERIOD

YR.SALARY	\$27,040.00
HEALTH&DENTAL FAMILY	\$23,590.56
FICA	\$1,676.48
RETIRE	\$6,705.92
UNEMP	\$405.60
DISAB.	\$62.00
LIFE	\$52.00
W.C. 7380	\$97.34
MEDICARE	\$392.08
LIFE FLIGHT	\$50.00

TOTAL	\$33,031.98
OVERHEAD	\$15.88
AVG HR COST	\$13.00

TOTAL COST PER HR	\$28.88
COST PER YEAR	\$60,071.98

09/05/2018

Cost estimates for fixed routes.

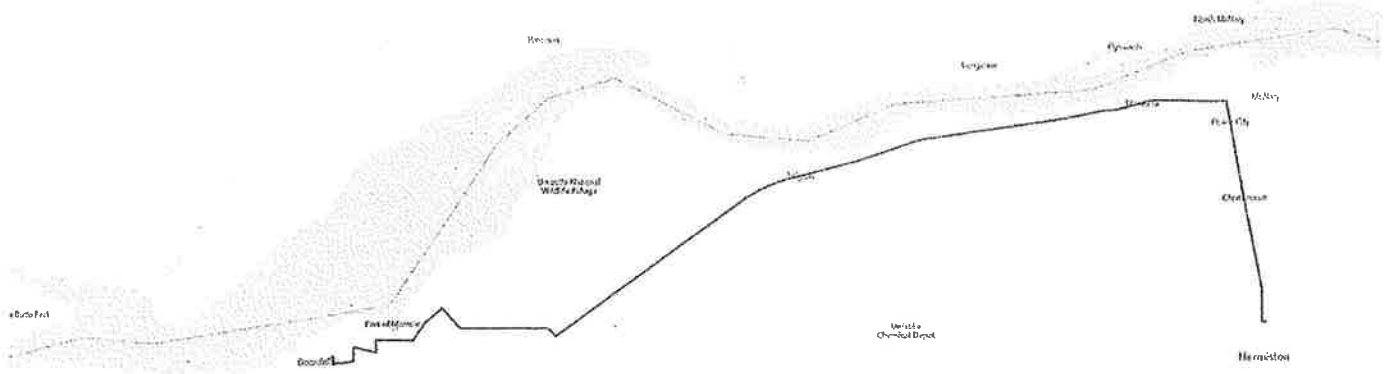
FY '19 (July 1, 2018- June 30, 2019)	Revenue Service Hours Reported	Expenses Reported
Q4	1351	\$ 48,436.00
Q3	1228	\$35,282.00
Q2	1422	\$ 41,018.00
Q1	<u>1534</u>	<u>\$ 45,538.00</u>
	5535	\$ 170,274.00

Cost per Revenue Service Hour \$ 30.76

Adding a contingency \$37.00 Cost for a vehicle per hour

Estimated cost per hour for vehicle and driver	\$ 28.88
	<u>\$ 37.00</u>
	\$ 65.88

Copy of Morrow Commuter Sketch



© Mapbox © OpenStreetMap

- POM Commuter Sketch

1 line & 1 vehicle

\$196.6k / year

Within 0.25 mi of stops:

1,117 population

55 jobs

0 in 200% poverty (2017)

0.0% in 200% poverty (2017)

Hide

52.24 miles

1 vehicle – Bus

\$196.6k / year

Within 0.25 mi of stops:

1,117 population

55 jobs

0 in 200% poverty (2017)

0.0% in 200% poverty (2017)

Hide



POM Commuter Ske

Weekday

FROM	TO	EVERY	RUNTIME
04:00	08:30	90 min	78.3 min
16:30	18:00	90 min	78.3 min

Saturday

FROM	TO	EVERY	RUNTIME
—	—	—	—

Sunday

FROM	TO	EVERY	RUNTIME
—	—	—	—



04:00 – 08:30 - Every 90 min - 8 trips (4 Inbound, 4 outbound)

	0	+1.0	+1.0	+2.0	+14.0	+11.0	+8.0	+2.0
A	04:00	04:01	04:02	04:04	04:16	04:29	04:37	04:39
A	05:30	05:31	05:32	05:34	05:48	05:59	06:07	06:09
A	07:00	07:01	07:02	07:04	07:18	07:29	07:37	07:39
A	08:30	08:31	08:32	08:34	08:48	08:59	09:07	09:09

16:30 – 18:00 - Every 90 min - 4 trips (2 Inbound, 2 outbound)

	0	+1.0	+1.0	+2.0	+14.0	+11.0	+8.0	+2.0
A	16:30	16:31	16:32	16:34	16:48	16:59	17:07	17:09
A	18:00	18:01	18:02	18:04	18:18	18:29	18:37	18:39



	0	+2.0	+8.0	+11.0	+14.0	+2.0	+1.0	+1.0
A	04:45	04:47	04:55	05:06	05:20	05:22	05:23	05:24
A	06:15	06:17	06:25	06:36	06:50	06:52	06:53	06:54
A	07:45	07:47	07:55	08:06	08:20	08:22	08:23	08:24
A	09:15	09:17	09:25	09:36	09:50	09:52	09:53	09:54
	0	+2.0	+8.0	+11.0	+14.0	+2.0	+1.0	+1.0
A	17:15	17:17	17:25	17:36	17:50	17:52	17:53	17:54
A	18:45	18:47	18:55	19:06	19:20	19:22	19:23	19:24

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

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

The Budget Resolution, R-2019-19, would authorize an increase in General Fund - Beginning Fund Balance, Veteran's Grant Revenue, and Materials & Services to reflect the Veteran's 2018-2019 carry-over balance, the additional revenue increase in "Aid to Counties", and for the "Suicide Awareness" grant dollars. This modification would allow Morrow County to increase services to Veterans within the County.

2. FISCAL IMPACT:

General Fund increase in the amount of \$10,211

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

Motion to approve Budget Resolution R-2019-19 to increase the General Fund, Verteran's Department, appropriations in the amount of \$10,211.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2019-19
 YEAR BEGINNING JULY 1, 201)

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2019, for the following purposes:

FUND:		General Fund	
Resource	Amount	Expenditure	Amount
1 Beginning Fund Balance	\$6,278	1 Material & Services	\$10,211
Grant Revenue	\$3,933		
Revised Total Resources	\$19,726,173	Revised Total Requirements	\$19,726,173
		Total APPROPRIATIONS, All Funds	\$ 38,296,607
		Total Unappropriation and Reserve Amounts, All Funds	\$ 5,331,965
		TOTAL ADOPTED BUDGET	\$ 43,628,572

The budget resolution would authorize an increase in Beginning Fund Balance, Grant Revenue, and Materials & Services to reflect the Veteran's 2018-2019 carry-over balance and for the additional revenue increase with the approval of the Suicide Awareness grant, in the amount of \$10,211.
 This modification allows Morrow County to increase services to Veterans within the county.

Dated this 18th day of September, 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

At the the September 11th Board of Commissioners meeting a motion was made to approve to receive the funds from Oregon Department of Veteran Affairs with the Chair, Commissioner Doherty to sign the revised form with the actual grand total of both the County and State Funds.

We are bringing the form back to review and discuss the changes.

2. FISCAL IMPACT:

Increase in ODVA "Aid to Counties" in the amount of \$933; Suicide Awareness grant dollars in the amount of \$3,000; and fiscal year 2018-2019 "Carry-over" in the amount of \$6,278. The net increase in Materials & Services appropriations is \$10,211 for total budgeted expenditures of \$118,211.

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

Original motion from September 11, 2019 is still applicable.

Attach additional background documentation as needed.



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than September 6, 2019** in order to receive state funds for the county's veteran services office. Please submit the documents to: CVSO-NSOFunding@ODVA.state.or.us.

SUBMIT TO: CVSO-NSOFunding@ODVA.state.or.us

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

TIME PERIOD
July 1, 2019 to June 30, 2020

COUNTY
Morrow County

Budgeted Revenue for July 1, 2019 to June 30, 2020

ITEM	AMOUNT
County Funds	\$ 30,879
Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)</i>	\$ N/A
ODVA Funds for 2019-20	\$ 78,054
Other Funds <i>(Identify source)</i>	\$ 9,278
TOTAL REVENUE	\$ 118,211

Budgeted Expenditures for July 1, 2019 to June 30, 2020

TOTAL BUDGETED EXPENDITURES \$ 118,211

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county veterans services office for the fiscal year 2020.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2019, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county veterans' service office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge

Signature of County Commissioner/Judge

Date Signed

Title of Signer

Email Address

Telephone Number

ODVA APPROVED FOR FUNDING

Authorized Signature

Date



Business Oregon Commission Meeting

Friday, September 20, 2019

10:00 am–2:00 pm

Wildhorse Resort Hotel
46510 Wildhorse Blvd
Pendleton, OR 97801

McKay Room

Call in number 1-888-557-8511/Participant code 5998080

AGENDA

Time	Item	Presenter
10:00 am–10:10 am	Welcome, Introductions & Minutes <ul style="list-style-type: none"> Action: Approve minutes 	Chair Gopalpur
10:10 am–10:55 am	Confederated Tribes of the Umatilla Indian Reservation <ul style="list-style-type: none"> Review Tribe activities and projects 	Ryan DeGrofft
10:55 am–11:20 am	Strategic Investment Program <ul style="list-style-type: none"> Morrow County SIP project eligibility approval Action: Vote to approve resolution 	Art Fish
11:20 am–11:30 am	Briefly Review Post-meeting Activities	Shanna Bailey, Scott Fairley
11:30 am–11:35 am	Public Comment, Closing Remarks, and Adjourn	

The following items are not part of agenda but commission activities after the meeting.

12:00 pm–1:30 pm	Pendleton UAS Presentation, Pendleton Airport
1:30 pm–2:15 pm	Pendleton Water System Tour, City of Pendleton

Unanticipated agenda items may or may not be included.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations should be made at least 48 hours before the meeting to: [Gina Wiedrick](#) at (503) 229-5009.