

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, December 4, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
AMENDED

- 1. Call to Order and Pledge of Allegiance:** 9:00 a.m.
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable December 5th; Void Check, November 27th, \$53.29
 - b. Minutes: October 30th
 - c. 2019-2021 CareVan Good Shepherd Purchase Service Agreement, \$5,500/year
 - d. Petition & Order No. OR-2019-15 Cancelling Non-Collectible Personal Property Taxes
- 5. Department Reports**
 - a. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
- 6. Business Items**
 - a. Drone Presentation (Darryl Abling, Eastern Oregon Regional Airport, Unmanned Aircraft Systems Range Manager; Sandi Pointer, Public Works)
 - b. Request to Change Status of Registered Nurse Position from Temporary to Part-Time (Sheree Smith, Public Health Department Director)
 - c. R-2019-23 Budget Transfer from the Statewide Transportation Improvement Fund to the Federal Transit Administration Grant Fund (Kate Knop, Finance Director)
 - d. **Review Planning Manager Job Description (Karmen Carlson, Human Resources Director)**
 - e. Irrigon Building Update
- 7. Department Reports, continued**
 - a. Administrator's Monthly Report (Darrell Green)
 - b. Treasurer's Monthly Report (Gayle Gutierrez)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Signing of documents**
- 11. Adjournment**

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

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

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

**Morrow County Board of Commissioners Meeting Minutes
October 30, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: No Items

Consent Calendar

Commissioner Lindsay moved to approve the following items in the Consent Calendar:

1. *Accounts Payable, October 31st, \$297,861.91*
2. *Oregon Health Authority Intergovernmental Agreement #159210, Tort Liability Coverage as a Provider for Psychiatric Security Review Board, effective when fully executed, expires on June 30, 2021 or when the 2019-2021 Financial Assistance Agreement is terminated, whichever occurs earlier; and authorize Chair Doherty to sign on behalf of the County*
3. *Form Amendment to County Contract with Community Counseling Solutions, Inc., (Private Community Provider for Psychiatric Security Review Board Services), Third Party Agreement; effective when fully executed and shall expire on June 30, 2021; and authorize Chair Doherty to sign on behalf of the County.*

Commissioner Russell seconded. Unanimous approval.

Business Items

Fair Board Appointment Requests

Ann Jones, Fair Secretary

Ms. Jones discussed the request to appoint four members to the Fair Board, saying they were due to resignations and members moving out-of-County.

Commissioner Lindsay moved to appoint the following members to the Morrow County Fair Board; all terms being October 30, 2019 through December 31, 2021:

1. *Dawn Eynetich, Ione*
2. *Ashley Strzelewics, Ione*
3. *Sarah Smith, Heppner*
4. *Shelby Krebs, Irrigon*

Commissioner Russell seconded. Unanimous approval.

Investment Policy

Gayle Gutierrez, Treasurer

Ms. Gutierrez said the requested changes were made and she asked the Board to approve the policy.

Commissioner Russell moved to approve the Morrow County Investment Policy (policy and amendments to be reviewed annually by the Board of Commissioners). Commissioner Lindsay seconded. Unanimous approval.

Review & Approve Community Development Director Job Description

Darrell Green, Administrator

Mr. Green said he's been working with Human Resources Director, Karmen Carlson, to develop this job description since late September or early October, as a way to bring efficiencies and centralization to the departments considered to be economic drivers. Those include the Planning Department, The Loop, and the Morrow County Fair. Since Planning Director, Carla McLane, recently announced her retirement, he said that position will be replaced with either a Senior Planner position or a Planning Manager position.

Commissioner Lindsay brought up her past hesitation to increase staff levels but said the end goal of the Community Development Director (CDD) position is to improve the County's organizational chart and to be more efficient.

Discussion took place about the Code Enforcement responsibilities listed in the Position Overview. It was decided to not list it as something over which the CDD has "direct supervision" but instead to list it as something "this position may work on an organizational basis..."

Commissioner Russell moved to approve the Community Development Director job description with the minor change to Code Enforcement discussed, and to approve the salary scale (\$147,481 including salary, benefits, material & services, and capital expenses). After the job description has been updated to incorporate the changes, it can be brought back on next week's Consent Calendar. Commissioner Lindsay asked if this will delay the timeline for advertising; Mr. Green said it would. Commissioner Russell withdrew his motion.

Commissioner Russell moved to approve the Community Development Director job description and salary scale with the minor change to Code Enforcement, as discussed. Commissioner Lindsay seconded. Unanimous approval.

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the Request for Proposals from the four Design-Build teams were due Friday, November 1st at 1:00 p.m. Interviews of the same four teams will take place November 7th and

8th. The intent to award will be announced on November 20th, followed by the notice to proceed in mid-December, he said.

Association of Oregon Counties Annual Conference Plans

Plans were finalized for items to take to the County Product Tasting event and calendars were compared for other conference agenda items.

Department Reports

Clerk's Quarterly Report

Bobbi Childers, Clerk

Ms. Childers reviewed her report. She then talked about the limited time (six months) a county can issue a death certificate before the State turns that function over to a third party vendor. The fee the Clerk's Office charges, if within six months, is \$25. When it's turned over to the third party vendor, the charge goes up to \$38 for a document created by the county, she explained. She said she wanted to make the Commissioners aware of this in case they had the opportunity to speak to the appropriate people. She said she viewed the ability to provide records at the local level as a service to our citizens. Marriage licenses can permanently be obtained locally, she added.

Public Health Department Quarterly Report

Sheree Smith, Public Health Department Director

Ms. Smith reviewed her report. She also thanked the Board for creating the Staff Account position, saying Deanne Irving has been very helpful to her department, as has Finance Director, Kate Knop. Ms. Smith noted on October 25th the Blue Green Algae Advisory was lifted at Willow Creek.

Commissioner Lindsay asked if Public Health tracks the number of people served at each location.

Ms. Smith said some statistics are gathered for specific purposes, but not overall numbers for every single day.

Correspondence

- Regional Solutions Weekly Report for October 23, 2019 (highlights from the Governor's Regional Solutions Coordinators for the 11 teams across Oregon)

Commissioner Reports

- Commissioner Lindsay attended a meeting in La Grande that included people who share the local LUBGWMA (Lower Umatilla Basin Groundwater Management Area) and the Critical Groundwater Area. It included regional representatives from counties, cities, tribes, the state and the Forest Service. The group acknowledged the importance of collaboration and data sharing, she said.

- Commissioner Russell attended a Green Energy Corridor meeting, which he described as a rules advisory committee with the Department of Land Conservation and Development as the primary agency. He talked about the other participating organizations and said the group is working to write rules for Morrow and Umatilla Counties to be the pilot project area for a Green Energy corridor. The idea is to not have power lines “spaghetti” in an unorganized fashion, but to have them located in a central area. Commissioner Russell said he attended last night’s Planning Commission meeting where the process for a zone change application was slowed down by something as minor as someone who might or might not want to comment being on vacation. He also said the most recent Solid Waste Advisory Committee (SWAC) meeting lacked a quorum and could not act on a rate increase request. He said the County needs to have a way to accommodate requests instead of delaying them, which can add months to a process. He suggested one option might be for a committee to forward a request to the Board of Commissioners without a recommendation. Justin Nelson, County Counsel, said the Planning Commission follows guidelines set forth in statute, and additional meetings (twice a month) might be the solution but it might be difficult with an all-volunteer commission. Regarding SWAC, the Commissioners discussed a few ideas and asked Commissioner Russell to meet with Public Works staff to reevaluate the way committee membership is structured.

Miscellaneous

Last week, Clint Carlson brought by some Morrow County lapel pins that belonged to his late father, former Judge Louis Carlson. The Commissioners appreciated the gesture and conveyed stories of Judge Carlson and his importance to this County.

Signing of documents

Adjourned: 11:15 a.m.

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

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

Good Shepherd Medical Facilities has a transportation service (CareVan Medical Transportation). This service comes into Boardman and Irrigon and picks up clients that use Good Shepherd Facilities. The dollars for this contract comes out of The Loops Special Transportation Fund. This grant is to help CareVan cover some of the costs to come into Boardman and Irrigon to cover the cost of transporting Morrow County residents to Good Shepherd Medical appointments. This is the third renewal of this contract.

This agreement is backed dated to July 1, 2019 because that is when it was to start but I did not want to produce this agreement until after I received funds for the 216 STF Fund. Funding for fund 216 was unknown in July because Governor Brown had cut \$10.5 million from the STF and ODOT was not sure how much they would be able to fund this part of the budget. This issue has been resolved and funded with what the State called excess STIF dollars. When I received the dollars for this fund is when I produced this agreement. I wanted to make sure that I had the funding for the agreement before I produced it. That is why it has taken, unfortunately, so long for this agreement to come before the board.

2. FISCAL IMPACT:

This grant is a two year grant for a total of \$11,000.00 or \$5,500.00 per year.

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

Move to sign two year agreement with CareVan Medical Transportation for a total of \$11,000.00 beginning July 1, 2019 and ending on June 30, 2021.

Attach additional background documentation as needed.

Carevan Good Shepherd Purchase Service Agreement

Section I Parties

This agreement is made by and between **Morrow County**, a political subdivision of the State of Oregon, hereafter referred to as "County", and **Good Shepherd Health Care System (CareVan)**, hereafter referred to as "Provider".

Section II Considerations

It is hereby agreed by and between the above named parties that as consideration for performance by Provider of services in accordance with the terms and conditions specified below, that County will pay to the Provider the sum of \$5,500.00 per year. Funds for this grant will come from the Special Transportation Fund awarded to the County by Oregon Department of Transportation Rail and Public Transportation for the 2019-2021 biennium. Portions of said sum may be paid to Provider on a quarterly basis as state funds are received, and is subject to full repayment to County by Provider for failure of Provider to adhere to the terms and conditions of this agreement.

Section III Term

This agreement shall be effective from July 1, 2019 through June 30, 2021.

Section IV Terms and Conditions

The following terms and condition are binding on the parties of this agreement:

1. Use of Funds

Provider shall limit the use of funds paid under this agreement to the sole benefit of elderly and handicapped residents of Morrow County. Travel will be provided within Morrow County except when there are required services to be provided that are not available within Morrow County. County shall, on demand, have access to all records of Provider, including financial documents or records, for review at any reasonable time.

2. Services

Provider shall perform all service specified and approved by County as directed by County.

3. Certification

During the term of this agreement, Provider shall obtain and maintain current status for any and certification necessary for the performance of the services required herein.

4. Independent Contractor

Provider is an independent contractor and shall not be considered an employee, agency, partner, or representative of County for any purpose whatsoever. Provider shall not be entitled

to payment by County for employee benefits, workers compensation, employment withholding taxes, or unemployment insurance. Contractor shall have the sole control and supervision over the manner in which services are performed, except that they must be performed in a manner which is consistent with the terms of this agreement. Provider shall be responsible for furnishing all equipment necessary for the performance of the services required herein.

5. Labor Standards

Provider agrees to comply with all applicable labor standards and restriction set forth in ORS 279.310 through 279.320.

6. Waiver

A waiver of any term or condition under this agreement by either party shall not be construed as a continuing waiver of that term or condition or affect the right to future enforcement of that term or condition.

7. Reports and invoices

Provider will furnish to County written reports and invoices for payment on a quarterly basis. For quarter beginning July 1 through September 30 report and invoice due October 15. Quarter October 1 through December 31 report and invoice due January 15. Quarter January 1 through March 31 report and invoice due April 15 and quarter April 1 through June 30 report and invoice due July 15. Invoices from the Provider for payment of the quarter will be for \$1,375.00.

8. Liability of Insurance

Provider shall obtain and maintain during the term of this agreement general liability insurance to cover any acts or omissions of Provider in the performance of this agreement. Such insurance shall not be less than the maximum amount specified under the Oregon Tort Claims Act (ORS 30.270).

9. Indemnification

Provider shall indemnify and hold County, The Loop Morrow County Transportation Advisory Committee and all of its agents, officers, and employees harmless from any damages which may arise from the acts or omissions of Provider in performing this contract, and for the costs of any suit or proceedings arising hereunder including attorney fees.

10. Dispute Resolution

If a dispute should arise concerning this agreement, the parties agree to make a good faith effort to mediate the dispute before filing any action or suit, with costs of mediation to be shared equally by the parties. If a suit or action is filed, each party will pay its own costs and attorney fees. Venue for such action shall be filed in Morrow County, Oregon.

11. Availability of funds

This agreement is subject to the availability of County funds appropriated for this specific purpose, and to the provision of funds to the County from state or federal funding sources.

12. Governing Law

The provisions of this agreement shall be governed by the laws of the state of Oregon. Provider agrees to comply with all federal, state, and local laws in the performance of this agreement.

See Appendix A for federal governing requirements.

13. Assignment

Provider may not assign the rights or duties under this agreement to any other person or party without express written consent of County.

14. Successors in Interest

The provisions of this agreement shall be binding on any heirs, assigns, or successors in interest to Providers.

15. Modification

Any amendment or modification to any provision of this agreement must be in writing, dated, and signed by both parties.

16. Entire Agreement

This document represents the entire agreement between the parties, and no other representation, either oral or written shall be effective unless adopted in accordance with the terms of this agreement.

17. Termination

Either party shall have the right to terminate this contract with or without cause upon 60 days notice in writing to the other party. If Provider terminates the agreement, Provider shall be required to repay to County the amount of any funds advanced to Provider which Provider has not earned or expended through the provision of services in accordance with the provision of this agreement. County reserves the right to terminate this agreement immediately upon notice to Provider for any breach of this agreement, including but not limited to any action which in the opinion of the County would endanger the public health, safety or welfare, or endanger or jeopardize County obligations, financial or otherwise, to third parties as a result of Provider's breach of this agreement.

Dated this 16th day of October 2019.

Cindy Schaan, OVS
Cindy Schaan
Good Shepherd Health Care System
CareVan

Kelly B Sanders VP HR

*Jim Schlenker
Jim Schlenker, COO

Attested:

Office of County Records

Records Officer

Jim Doherty, Chair
Morrow Co. Commissioner

Don Russell
Morrow Co. Commissioner

Melissa Lindsay
Morrow Co. Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Justin Nelson
Morrow Co Counsel

Date: _____

Federally Required and Other Model Clauses

Table of Contents (Appendix A - Governing Documents)

A.1 - Federally Required and Other Model Contract Clauses

1. Charter Bus and School Bus Requirements
 2. Energy Conservation Requirements
 3. Clean Water Requirements
 4. Bus Testing
 5. Pre-Award and Post Delivery Audit Requirements
 6. Lobbying
 7. Access to Records and Reports
 8. Federal Changes
 9. Clean Air
 10. Recycled Products
 11. Contract Work Hours and Safety Standards Act
 12. [Reserved]
 13. No Government Obligation to Third Parties
 14. Program Fraud and False or Fraudulent Statements and Related Acts
 15. Termination
 16. Government-wide Debarment and Suspension (Non-procurement)
 17. Privacy Act
 18. Civil Rights Requirements
 19. Breaches and Dispute Resolution
 20. Transit Employee Protective Agreements
 21. Disadvantaged Business Enterprises (DBE)
 22. [Reserved]
 23. Incorporation of Federal Transit Administration (FTA) Terms
 24. Drug and Alcohol Testing
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1. Charter Bus Requirements

**49 U.S.C. 5323(d)
49 CFR Part 604**

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

1. School Bus Requirements

**49 U.S.C. 5323(F)
49 CFR Part 605**

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

2. Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

3. Clean Water Requirements

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4. Bus Testing

49 U.S.C. 5318(e)
49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the

Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

5. Pre-award and Post Delivery Audits Requirements

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.
- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.
- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

6. Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

7. Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/Capital Projects	Yes ³	Those imposed on non-state Grantee	Yes	Yes	Yes	Yes

			pass thru to Contractor				
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Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

8. Federal Changes

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. CLEAN AIR

**42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18**

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. Recycled Products

**42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. Contract Work Hours and Safety Standards Act

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12. [RESERVED]

13. No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq* . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15. Termination

49 U.S.C.Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately

short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on

payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the

notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

16. Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29
Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. Privacy Act

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. Civil Rights Requirements

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the

Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
-

19. Breaches and Dispute Resolution

49 CFR Part 18 FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20. Transit Employee Protective Agreements

**49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions.

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of

Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

21. Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ %. A separate contract goal [of __ % DBE participation has] [has not] been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements

of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
- e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

22. [RESERVED]

23. Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

24. Drug and Alcohol Testing

49 U.S.C. §5331
49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ

any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Drug and Alcohol Testing
Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

[Return to the top of the document](#)



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)

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 12/4/19

Petition and Order to Cancel Noncollectable Personal Property Taxes

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

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

Reviewed By:
Mike Gorman 11/25/19 Department Director Required for all BOC meetings
[Signature] 12/2/19 Administrator Required for all BOC meetings
Rich Tovey (email attached) County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

6 Personal Property Manufactured Homes which were located in different Manufactured Home Parks with delinquent taxes which have been destroyed and no longer exist. There is no way to seize and sell these and all reasonable collection methods have been exhausted.

2. FISCAL IMPACT:

\$695.12 in uncollected property taxes

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

Accept Petition and Sign Order

Attach additional background documentation as needed.

Mike Gorman

From: Richard Tovey
Sent: Thursday, April 04, 2019 4:22 PM
To: Mike Gorman
Subject: RE: Resolution and Order Review
Attachments: Resolution- R-2019- .docx; PetitionBlank.docx

Mike-

I have reviewed both documents and provided editing where necessary. The documents should be ready for BoC review. The resolution will need to have the resolution number added to the caption heading and to the footer.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From: Mike Gorman
Sent: Thursday, April 04, 2019 3:44 PM
To: Richard Tovey <rtovey@co.morrow.or.us>
Subject: Resolution and Order Review

Please take a look and make any necessary edits.

Thanks,

Mike Gorman
Morrow County Assessor/Tax Collector
100 Court Street
PO Box 247
Heppner, OR 97836
541-676-5607

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

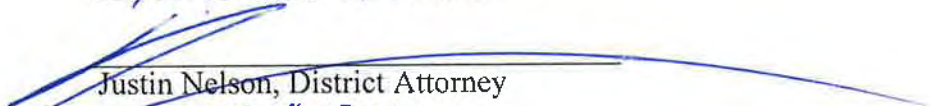
IN THE MATTER OF CANCELLATION) PETITION
OF PERSONAL PROPERTY TAXES)

Now comes Michael Gorman, Tax Collector of Morrow County, State of Oregon, and Justin Nelson, District Attorney of Morrow County, State of Oregon, and respectfully petition the Board of Commissioners of Morrow County for an Order cancelling the personal property taxes attached as Exhibit A hereto. Your petitioners respectfully show to the Board that all the said taxes are delinquent and, that in the opinion of the petitioners the same are wholly uncollectible.

WHEREFORE, your petitioners pray for an order of this Board cancelling the said taxes, in accordance with ORS 311.790.



Michael Gorman, Tax Collector



Justin Nelson, District Attorney
OSB #07460

STATE OF OREGON)
County of Morrow)

I, Michael Gorman, being first duly sworn under oath depose and say that I am one of the petitioners named in the foregoing petition, that I have read the same, know the contents thereof, and the same is true as I verily believe.



Michael Gorman

SUBSCRIBED AND SWORN to before me this 2 day of December 2019

Notary Public for Oregon


	OFFICIAL STAMP DEONA RENEE SIEX NOTARY PUBLIC-OREGON COMMISSION NO. 990404 MY COMMISSION EXPIRES AUGUST 11, 2023
--	---

Exhibit A

Ref#: **10501**
Owner: Diana Hernandez
Tax Year & Amount: 2014-15 \$41.74
2015-16 \$103.08
2016-17 \$99.26
2017-18 \$101.32
Description: 1982 Tamarack Singlewide
Write-off Because: Destroyed Property-Woodlands MH Park notified us this MH
burned down

Ref#: **62351**
Owner: Belen Llamas Barragan
Tax Year & Amount: 2014-15 \$34.44
2015-16 \$36.80
2016-17 \$33.97
Description: 1965 Great Lakes Belmont Singlewide
Write-off Because: Abandoned then destroyed-Notified by Bella Vista Estates

Ref#: **62184**
Owner: Mary McConnell
Tax Year & Amount: 2017-18 \$35.40
2018-19 \$35.43
Description: 1960 Spacemaster Singlewide
Write-off Because: Abandoned then destroyed-Notified by Wilson Road MH Park

Ref#: **62768**
Owner: Velasques Cruz Andrez
Tax Year & Amount: 2015-16 \$17.56
2016-17 \$16.47
2017-18 \$17.21
2018-19 \$17.11
Description: 1964 Imperial Singlewide
Write-off Because: Abandoned then destroyed-Notified by Crum Properties LLC

Ref#: **62378**
Owner: Conant, William E & Schaefer, deborah
Tax Year & Amount: 2014-15 \$52.95
Description: 1968 Baltimore
Write-off Because: Destroyed-Notified by William Conant

Ref#: **62882**
Owner: Conant, William E & Schaefer, deborah
Tax Year & Amount: 2014-15 \$52.38
Description: 1980 Homette
Write-off Because: Destroyed-Notified by William Conant

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

IN THE MATTER OF CANCELLATION)
OF PERSONAL PROPERTY TAXES)

ORDER NO. OR-2019-15

This matter coming before the Morrow County Board of Commissioners for hearing on petition of Michael Gorman, Tax Collector, of Morrow County, State of Oregon. The Morrow County Board of Commissioners having examined the petition and being fully advised of the premises, it is therefore Ordered, Adjudged, and Decreed that the following personal property taxes be and the same are the same hereby cancelled as of December 4, 2019.

See attached Exhibit A for accounts to have the taxes cancelled.

Dated this 4th day of December 2019.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel

Justin Nelson
OSB #074510

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Owner: Conant, William E & Schaefer, deborah
Tax Year & Amount: 2014-15 \$52.95
Description: 1968 Baltimore
Write-off Because: Destroyed-Notified by William Conant

Ref#: 62882
Owner: Conant, William E & Schaefer, deborah
Tax Year & Amount: 2014-15 \$52.38
Description: 1980 Homette
Write-off Because: Destroyed-Notified by William Conant



Morrow County Sheriff's Office - Monthly Stats 2019

Incident	July	August	Sept	October	Nov	Dec
Alarms	20	16	21	13	10	
Animal Complaint	33	39	45	32	24	
Agency Assist	26	16	17	14	19	
Assaults	2	4	4	4	1	
Burglary	6	2	6	2	4	
CHL	24	24	24	13	13	
Citizen Assist	19	17	19	12	9	
Civil Service	85	64	61	54	60	
County Code Calls	57	33	49	33	17	
Heppner area			2	0	0	
Irrigon area			19	16	14	
Bdmn area			18	15	4	
lone/Lex area			6	2	1	
Death Investigation	0	1	0	0	2	
Disturbance	14	15	8	25	15	
Dog	69	46	59	60	59	
Driving Complaints	93	90	123	123	112	
Drunk/Impaired Driver	5	4	4	3	3	
EMS	29	36	18	28	18	
Hit & Run	3	2	5	7	1	
Juvenile Complaints	12	7	17	18	21	
Motor Vehicle Crashes	9	5	11	12	18	
RV Code	1	0	0	0	0	
Suicidal	4	2	1	5	6	
Suspicious Activity	45	44	41	51	35	
Theft	14	16	10	19	13	
Trespass	18	15	22	17	12	
Traffic Stops - Cite	95	134	102	89	101	
Total Traffic Stops	277	341	286	294	262	
UUMV-Stolen vehicle	3	4	1	1	4	
Welfare Check	10	9	20	12	10	
Totals	973	986	823	941	748	
Other Misc. Incidents	870	736	957	663	604	
Total # of Incidents	1843	1722	1780	1604	1352	
Felony Arrests	15	25	28	15	20	
Total # of Arrests	34	55	60	37	54	



Morrow County Sheriff's Office - Monthly Stats 2019

Incident	January	February	March	April	May	June
Alarms	12	10	7	15	6	12
Animal Complaint	26	26	36	29	33	38
Agency Assist	23	16	23	19	24	19
Assaults	2	2	3	3	7	4
Burglary	6	0	3	4	2	3
CHL	23	13	16	19	19	14
Citizen Assist	11	14	12	25	17	15
Civil Service	54	64	62	52	73	62
Code	14	7	14	33	28	45
Death Investigation	1	1	1	0	1	0
Disturbance	15	7	13	25	19	18
Dog	57	39	61	41	85	47
Driving Complaints	83	71	80	97	89	103
Drunk/Impaired Driver	4	5	6	6	5	10
EMS	21	29	22	33	20	31
Hit & Run	4	0	1	4	2	1
Juvenile Complaints	15	12	18	23	28	16
Motor Vehicle Crashes	19	80	15	7	12	13
RV Code				6	2	3
Suicidal	6	3	2	7	4	3
Suspicious Activity	54	30	33	44	33	55
Theft	21	13	8	11	10	15
Trespass	10	3	9	11	8	12
Traffic Stops - Cite	57	64	145	118	119	91
Total Traffic Stops	177	188	406	336	280	321
UUMV-Stolen vehicle	0	5	0	2	4	2
Welfare Check	7	14	14	9	15	10
Totals	722	716	996	979	945	963
Other Misc. Incidents	679	558	435	609	568	770
Total # of Incidents	1387	1267	1431	1588	1513	1733
Felony Arrests	29	13	18	19	17	16
Total # of Arrests	47	31	36	48	42	48



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

(For BOC Use)
 Item #
606

**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: 12/4/19

Change of employment status from "Temporary" to "Part Time" (Back Up) RN position

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 type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:


Through:

Total Contract Amount:

Budget Line: **101-114-5-10-1014**

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

Reviewed By:

<u>Sheree Smith</u>	<u>11/27/19</u>	<u>Department Head</u>	Required for all BOC meetings
	DATE		
	<u>12/2/19</u>	<u>Admin. Officer/BOC Office</u>	Required for all BOC meetings
	DATE		
_____	_____	<u>County Counsel</u>	*Required for all legal documents
	DATE		
<u>Kate Knop</u>	<u>See 11-27-19 Email</u>	<u>Finance Office</u>	*Required for all contracts; other items as appropriate.
	DATE		
<u>Karmen Carlson</u>	<u>11/27/19</u>	<u>Human Resources</u>	*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):

The Health Dept has a Personnel Services line item specific for Back Up RN services. The line item includes "Temporary" status in the title which limits the ability to utilize fill in services year round. According to BOLI guidelines, a temporary employee can only work for 6 mos and then cannot work again until the following year.

Erin Anderson RN has been providing back up support by filling in at clinic since 02/02/17.

In 10/2017 Karen Wolff, Ronda Fox and myself discussed changing this status but it was never completed.

Erin Anderson has already worked the allowed 6 mos time, so is unable to work at this time.

Erin had previously worked for the Health Dept., resigning 10/20/16 and beginning to serve as clinic fill in 3 mos later on 2/2/17. When she left the county she was a 16D, and when she came back as a Temporary employee it was discussed that due to her "Temporary" status she would be placed at the 16 A level. If she would have been hired Part Time status as apposed to Temp, she would have been allowed to move on the pay scale and continue with her step increases.

At this time I would like to request Erin's Temp status be changed to Part Time and place her back on the pay scale as a 16 D where she left off. Based on her average hours this change will result in an additional cost of \$895 per year.

2. FISCAL IMPACT:

Minimal fiscal impact, not requiring any changes to the current budget.

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

Request that the BOC approve the request to move the RN fill in position from Temporary status to Part Time status and restore the current RN to step D.

Attach additional background documentation as needed.

Roberta Lutcher

From: Kate Knop
Sent: Friday, November 29, 2019 9:03 AM
To: Sheree Smith; Roberta Lutcher; Darrell Green
Subject: RE: Change of Employment Status from "temporary" to "Part Time"

I do not have any concerns as it pertains to this year's budget.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sheree Smith
Sent: Wednesday, November 27, 2019 3:43 PM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: Change of Employment Status from "temporary" to "Part Time"

Roberta and Darrell,

I am requesting to be on the 12/4/19 BOC Agenda to discuss a Change of employment status from "Temporary" to "Part Time" (Back Up) RN position.

The Health Dept has a Personnel Services line item specific for Back Up RN services. The line item includes "Temporary" status in the title which limits the ability to utilize fill in services year round. According to BOLI guidelines, a temporary employee can only work for 6 mos and then cannot work again until the following year.

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At this time I would like to request Erin's Temp status be changed to Part Time and place her back on the pay scale as a 16 D where she left off. Based on her average hours this change will result in an additional cost of \$895 per year.

I have attached the Cover Sheet and Personnel Cost comparison for your information.

ERIN ANDERSON

YR. SALARY	\$5,180.16
HEALTH&DENTAL FAMILY	\$0.00
FICA	\$321.17
RETIRE	\$0.00
UNEMP	\$72.52
DISAB.	\$0.00
LIFE	\$0.00
W.C.	\$13.99
MEDICARE	\$75.11
AIRLIFE	\$0.00
TOTAL BENEFITS	\$482.79
HOURLY OVERHEAD	\$2.51
AVG HR COST	\$26.98
TOTAL COST W/BENEFITS HR.	\$29.49
YEARLY SAL. PLUS BENEFITS	\$5,662.95

11/27/2019

ERIN ANDERSON

YR.SALARY	\$5,998.08
HEALTH&DENTAL FAMILY	\$0.00
FICA	\$371.88
RETIRE	\$0.00
UNEMP	\$83.97
DISAB.	\$0.00
LIFE	\$0.00
W.C.	\$16.20
MEDICARE	\$86.97
AIRLIFE	\$0.00
TOTAL BENEFITS	\$559.02
HOURLY OVERHEAD	\$2.91
AVG HR COST	\$31.24
TOTAL COST W/BENEFITS HR.	\$34.15
YEARLY SAL. PLUS BENEFITS	\$6,557.10

11/27/2019



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

(For BOC Use)
Item #
6C

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

Presenter at BOC: Kate Knop
Department: Finance Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 12/4/2019

Supplement Budget Resolution R-2019-23 for Special Transportation and FTA Funds

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

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

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

Reviewed By:

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

*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 supplemental budget would authorize an increase in the #216 - Special Transportation (STF) Fund grant revenue and total appropriations, due to an increase in state STF dollars for fiscal year 2019-2020. It would also decrease the #504 - FTA Fund grant revenue and total appropriations by state STF dollars previously budgeted.

The #216 - STF grant revenue increase includes: \$66,736 in STF discretionary and \$670,660 in STF dollars. The increase in appropriations would include: \$37,338 for personnel; \$245,000 for outreach supplies, MDT's, and a fixed route in materials and services; and \$454,998 in contingency dollars. The FTA (5310) Fund request is to increase the 5310 discretionary grant by \$28,500 and reduce the state STF dollars by <\$104,000> which will be reported in the STF Fund. The FTA appropriations will reduce personnel by <\$37,338>; materials and services by <\$20,000>, and contingency dollars by <\$18,162>.

2. FISCAL IMPACT:

Increase #216 - STF Fund grant revenue and appropriations by \$737,336; and net decrease in #504 - FTA Fund grant revenue and appropriations by <\$75,500>.

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

Motion to approve the Supplemental Budget Resolution R-2019-23 for the Special Transportation (STF) and FTA Funds.

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-2019-23
 YEAR BEGINNING JULY 1, 2019)

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

FUND:		STF FUND		
Resource	Amount	Expenditure	Amount	
1 Grant Revenue	\$737,336	1 Personnel	\$37,338	
		2 Materials & Services	\$245,000	
		3 Other Requirements	\$454,998	
Revised Total Resources	\$865,721	Revised Total Requirements	\$865,721	
FUND:		FTA 5310 FUND		
Resource	Amount	Expenditure	Amount	
1 Grant Revenue	(\$75,500)	1 Personnel	(\$37,338)	
		2 Materials & Services	(\$20,000)	
		3 Other Requirements	(\$18,162)	
Revised Total Resources	\$865,721	Revised Total Requirements	\$865,721	
			Total APPROPRIATIONS, All Funds	\$40,360,980
			Total Unappropriation and Reserve Amounts, All Funds	\$ 3,929,428
			TOTAL ADOPTED BUDGET	\$44,290,408

The supplemental budget would authorize an increase in STF Grant Revenue and total expenditures, due to an increase in state STF dollars for Fiscal Year 2019-2020. The increase in expenditures would appropriations for personnel, materials & services, and an increase in contingency dollars. The FTA 5310 Fund request is to increase the 5310 Discretionary grant revenue by \$28,500 and reduce the state STF funds reported in the STF Fund. The expenditures reduce personnel, materials and services, and contingency

Dated this 4th day of December, 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

PACKET: 00136-R-2019-23 Bdgt Adj STT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000291							
216 320-5-10-1002	11/27/2019	R-2019-23 Bdgt Adj DISPATCHER DEPT: SPECIAL TRANSPORTATION	17,191.00	0.00	0.00	17,191.00	10,576.57
216 320-5-10-1301	11/27/2019	R-2019-23 Bdgt Adj FICA DEPT: SPECIAL TRANSPORTATION	1,066.00	1,814.00	0.00	2,880.00	1,742.28
216 320-5-10-1303	11/27/2019	R-2019-23 Bdgt Adj PACIFIC MUTUAL DEPT: SPECIAL TRANSPORTATION	4,263.00	7,256.00	0.00	11,519.00	6,817.07
216 320-5-10-1305	11/27/2019	R-2019-23 Bdgt Adj AOC-MEDICAL DEPT: SPECIAL TRANSPORTATION	12,156.00	0.00	0.00	12,156.00	8,104.03
216 320-5-10-1306	11/27/2019	R-2019-23 Bdgt Adj DENTAL INSURANCE DEPT: SPECIAL TRANSPORTATION	873.00	0.00	0.00	873.00	581.96
216 320-5-10-1309	11/27/2019	R-2019-23 Bdgt Adj UNEMPLOYMENT INSURANCE DEPT: SPECIAL TRANSPORTATION	241.00	410.00	0.00	651.00	491.56
216 320-5-10-1316	11/27/2019	R-2019-23 Bdgt Adj DISABILITY INSURANCE DEPT: SPECIAL TRANSPORTATION	186.00	93.00	0.00	279.00	257.68
216 320-5-10-1317	11/27/2019	R-2019-23 Bdgt Adj LIFE INSURANCE DEPT: SPECIAL TRANSPORTATION	156.00	78.00	0.00	234.00	216.32
216 320-5-10-1320	11/27/2019	R-2019-23 Bdgt Adj VACATION ACCRUAL DEPT: SPECIAL TRANSPORTATION	731.00	1,126.00	0.00	1,857.00	1,857.00
216 320-5-10-1321	11/27/2019	R-2019-23 Bdgt Adj MANDATED MEDICARE DEPT: SPECIAL TRANSPORTATION	475.00	424.00	0.00	899.00	632.91
504 504-5-10-1002	11/27/2019	R-2019-23 Bdgt Adj DISPATCHER DEPT: 5310 FTA GRANT	17,191.00-	32,745.00	0.00	15,554.00	9,569.46
504 504-5-10-1301	11/27/2019	R-2019-23 Bdgt Adj FICA DEPT: 5310 FTA GRANT	1,066.00-	3,844.00	0.00	2,778.00	1,642.45
504 504-5-10-1303	11/27/2019	R-2019-23 Bdgt Adj REQUIREMENT DEPT: 5310 FTA GRANT	4,263.00-	15,376.00	0.00	11,113.00	6,567.29

PACKET: 00136-R-2019-23 Bdgt Adj STIP

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000291 -----							
504 504-5-10-1305	11/27/2019	R-2019-23 Bdgt Adj AOC-MEDICAL DEPT: 5310 FTA GRANT	12,156.00-	23,154.00	0.00	10,998.00	7,331.81
504 504-5-10-1306	11/27/2019	R-2019-23 Bdgt Adj DENTAL INSURANCE DEPT: 5310 FTA GRANT	873.00-	1,663.00	0.00	790.00	526.64
504 504-5-10-1309	11/27/2019	R-2019-23 Bdgt Adj UNEMPLOYMENT INSURANCE DEPT: 5310 FTA GRANT	241.00-	617.00	0.00	376.00	215.89
504 504-5-10-1316	11/27/2019	R-2019-23 Bdgt Adj DISABILITY INSURANCE DEPT: 5310 FTA GRANT	186.00-	1,108.00	0.00	922.00	901.72
504 504-5-10-1317	11/27/2019	R-2019-23 Bdgt Adj LIFE INSURANCE DEPT: 5310 FTA GRANT	156.00-	104.00	0.00	52.00-	68.80-
** WARNING ** NEW BUDGET NEGATIVE							
504 504-5-10-1320	11/27/2019	R-2019-23 Bdgt Adj VACATION ACCRUALS DEPT: 5310 FTA GRANT	731.00-	1,125.00	0.00	394.00	394.00
504 504-5-10-1321	11/27/2019	R-2019-23 Bdgt Adj MANDATED MEDICARE DEPT: 5310 FTA GRANT	475.00-	899.00	0.00	424.00	158.44
216 320-3-30-3144	11/27/2019	R-2019-23 Bdgt Adj STIP DISCRETIONARY DEPT: SPECIAL TRANSPORTATION	66,736.00	0.00	0.00	66,736.00-	66,736.00-
216 320-3-30-3146	11/27/2019	R-2019-23 Bdgt Adj STIP Funds DEPT: SPECIAL TRANSPORTATION	670,600.00	0.00	0.00	670,600.00-	670,600.00-
216 320-5-20-3749	11/27/2019	R-2019-23 Bdgt Adj MDT'S DEPT: SPECIAL TRANSPORTATION	25,000.00	0.00	0.00	25,000.00	23,123.69
216 320-5-20-2282	11/27/2019	R-2019-23 Bdgt Adj OPERATING - OUTREACH SUPPLIES DEPT: SPECIAL TRANSPORTATION	10,000.00	0.00	0.00	10,000.00	10,000.00
216 320-5-20-3747	11/27/2019	R-2019-23 Bdgt Adj FIXED ROUTE DEPT: SPECIAL TRANSPORTATION	210,000.00	0.00	0.00	210,000.00	210,000.00
216 320-5-50-5999	11/27/2019	R-2019-23 Bdgt Adj CONTINGENCY DEPT: SPECIAL TRANSPORTATION	454,998.00	4,857.00	0.00	459,855.00	459,855.00

PACKET: 00136-R-2019-23 Bdgt Adj STFF

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000291 -----							
504 504-3-30-3147	11/27/2019	R-2019-23 Bdgt Adj 5310 - DISPATCH GRANT DEPT: 5310 FTA GRANT	28,500.00	0.00	0.00	28,500.00-	28,500.00-
504 504-3-30-3148	11/27/2019	R-2019-23 Bdgt Adj HB 2017 GRANT DEPT: 5310 FTA GRANT	104,000.00-	104,000.00-	0.00	0.00	0.00
504 504-5-20-3748	11/27/2019	R-2019-23 Bdgt Adj OUTRACH SUPPLIES DEPT: 5310 FTA GRANT	5,000.00-	5,000.00	0.00	0.00	0.00
504 504-5-20-3749	11/27/2019	R-2019-23 Bdgt Adj MUT'S DEPT: 5310 FTA GRANT	15,000.00-	15,000.00	0.00	0.00	0.00
504 504-5-50-5999	11/27/2019	R-2019-23 Ddgt Adj CONTINGENCY DEPT: 5310 FTA GRANT PACKET NOTES:	18,162.00-	29,230.00	0.00	11,068.00	11,068.00
TOTAL NO. ADJUSTMENTS--REVENUE:						4	661,836.00
TOTAL NO. ADJUSTMENTS--EXPENSE:						27	661,836.00
TOTAL IN PACKET--							1,323,672.00

*** BUDGET DEFICIT WARNINGS ***

FUND ACCOUNT	NAME	BALANCE
504 504-5-10-1317	LIFE INSURANCE	68.80

TOTAL WARNINGS: 2

*** NO ERRORS ***

*** END OF REPORT ***

Morrow County Transportation The Loop Grants and Agreements

Revenue Grants/Agreements	<u>Fund</u>	<u>Agency</u>	<u>Agreement #</u>	<u>Dates</u>	<u>Amount</u>	<u>Annual</u>	<u>Type</u>
STF	216	ODOT	33496	7/1/2019 - 6/30/2021	\$135,400.00	\$67,700.00	Quarterly
STIF	216	ODOT		5/1/2019 - 6/30/2021	\$1,341,200.00	\$670,600.00	Quarterly
STIF Discretionary	216	ODOT	33779	10/1/2019 - 6/30/2021	\$133,472.00	\$66,736.00	Quarterly
5310	504	Federal Thru ODOT	33587	7/1/2019 - 6/30/2021	\$136,345.00	\$68,172.50	Reimburser
5310 Discretionary	504	Federal Thru ODOT	32881	7/1/2019 - 6/30/2020	\$28,500.00		Reimburser
Veterans	216	Veterans	1	9/15/2019 - 9/14/2020	\$45,000.00		Reimburser
Expense Grants/Agreements							
Kayak	504	The Loop		7/1/2019 - 6/30/2021	\$24,000.00		Quarterly
Good Shepherd	216	The Loop		7/1 2019 - 6/30/2019	\$11,000.00		Quarterly
Stokes Landing Senior Center	216	The Loop		7/1/2019 - 6/30/2025	\$10,800.00		Quarterly

STIF Projects

		<u>Project #</u>	<u>100%</u>			<u>130%</u>		
			2019	2020	2021	2019	2020	2021
Starts								
<u>Page</u>								
10	Full Time Dispatcher	1	\$50,750.00	\$50,750.00	\$65,000.00			
5	MDT	2	\$15,000.00	+ \$ 10,000.00	}			
15	Port of Morrow 1	3	\$40,000.00	+ \$170,000.00		\$170,000.00		
33	Bus Stop Poles/Signage Se.	4				\$15,000.00		
43	Outreach materials	5	\$5,000.00	+ \$5,000.00	5,000.00			
28	Fixed Route H-L-B-I-U-H	1				\$50,000.00	\$90,000.00	\$89,700.00
24	Fixed Route H-L-I	2				\$50,000.00	\$80,000.00	\$80,000.00
38	Fixed Route B-A	3				\$50,000.00	\$75,000.00	\$75,000.00
19	Kayak	4					\$ 20,000.00	\$ 20,000.00
37	Land Purchases	5				\$20,000.00	\$20,000.00	\$20,000.00
Totals			\$110,750.00	\$235,750.00	\$255,000.00	\$170,000.00	\$285,000.00	\$284,700.00
State Estimates to be received			\$ 98,000.00	\$ 221,000.00	\$ 250,000.00			
						Total 130% \$739,700.00		
						Total: \$739,700.00		

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 2 of 2)

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

Continuing the restructuring of the Planning Department to the following:

Community Development Director
Planning Manager
Senior Planner
Planner II
GIS Technician
Planner I
Outreach Coordinator
Office Assistant

Please see attached:

- + Planning Manager Job Description to be approved and advertised.
- + Job Meas scale for Planning Department
- + Overhead for Planning Manager

2. FISCAL IMPACT:

Removing Planning Director, scale range 22 from the management wage scale.
Approving Planning Manager, scale range 20 on the management wage scale.
Fiscal deduction of \$6936 annually based on step A of scale

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

Move to approve the Planning Manager position for Morrow County and to add it to the Management Scale as a range 20.

Attach additional background documentation as needed.

JOB DESCRIPTION

Date Prepared: November 2019

Position Title: Planning Manager

Department: Planning Department

Supervisor: Community Development Director

Position Overview: This classification performs management and supervisory duties in the planning department including quality control, policy consistency and direction, work programming and conflict resolution. Under the general supervision of the Community Development Director, the Planning Manager performs a variety of routine and complex administrative, technical and professional work in the current planning program and long-range planning program of the County related to the development and implementation of land use plans and policies. Duties include: responding to inquiries from the public; accepting and process applications for quasi-judicial and legislative actions; completing staff reports and making presentations to the Planning Commission and Board of Commissioners; leading special long-range planning projects; and share administrative tasks. The Planning Manager may function as the Decision Maker in the absence of the Community Development Director.

Qualifications:

1. Education - Bachelor's degree in planning, landscape architecture, geography or a related field. Master's degree preferred.
2. Experience - Three years of experience with a Master's degree; or five years of experience with a Bachelor's degree preferably in a city, county or other planning office which includes two years supervisory or management experience, or any satisfactory equivalent combination of education, experience, and training.
3. A valid driver's license.
4. Knowledge of land use planning procedures, regulations and processes.
5. The ability to establish effective working relationships.
6. Knowledge of personal computers and ability to use the department software including: Word Perfect, Word and Excel. Proficiency utilizing the Internet is also necessary.
7. Ability to read, understand, and effectively apply complex rules and regulations, including local ordinances and state statutes.
8. Ability to work in an efficient and timely manner to meet statutory timelines.
9. Effective use of oral and written communication in the performance of duties and responsibilities.
10. Ability to respond appropriately with difficult, uncomfortable and controversial situations.
11. Ability to exercise independent judgment.
12. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

JOB DESCRIPTION

Job Duty Outline:

- A. Prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and making hiring, termination, and disciplinary recommendations
- B. Provide information and assistance to the general public, realtors, investors, lawyers, regulatory agencies, and elected officials on questions about a wide variety of land use issues, from the simple to the complex.
- C. Assist landowners through sometimes complicated zoning and permitting processes by helping them with forms, explaining procedures, etc.
- D. Perform front line interactions with the public by answering the phone and greeting customers at the front counter and accept applications, review applications for completeness, set up necessary files, and receipt funds.
- E. Review zoning permits; farm agricultural exempt building permits; floodplain development permits; and land use compatibility statements for residential actions, various water right actions, DEQ actions pertaining to air, water or soil quality, and DOGAMI actions.
- F. Type II and III Decisions to be processed include land partitions, subdivision, conditional use permits including non-farm dwelling requests, site plan review, and variances.
- G. Applications concerning aggregate resources, including necessary Comprehensive Plan amendments for action on agricultural land. This includes maintaining the DOGAMI files.
- H. Legislative decisions including but not limited to, the maintenance of the Transportation System Plan, Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance and other plans and ordinances.
- I. Process appeals including maintaining the record in preparation of appeals to the Land Use Board of Appeals.
- J. Prepare a detailed staff report demonstrating compliance with all applicable local and state laws or describe how the application does not comply.
- K. Present to the Planning Commission or Board of Commissioners as part of a public hearing or meeting.
- L. Complete any required Farm or Forest Reports for reportable actions on resource lands.
- M. Complete preliminary plat review, working closely with Planning staff doing GIS work, to assure Planning requirements have been met. Compose necessary review letters.
- N. Monitor previously approved Hardship Variances for continued compliance following the Planning Department schedule.
- O. Monitor Home-Based Businesses for continued operation and compliance following the Planning Department schedule.

JOB DESCRIPTION

- P. Complete tasks associated with scheduling and preparation for Planning Commission meetings. Included are the following tasks:
1. Create and maintain the Planning Commission meeting checklist.
 2. Compose the Public Notice and the Agenda for the Planning Commission meetings.
 3. Assist in the preparation and mailing of the adjoining property owner and agency mailings prior to each Planning Commission meeting.
 4. Taking the Planning Commission meeting minutes and preparing them for approval at the next Planning Commission meeting.
 5. Set the annual Planning Commission calendar, including securing meeting rooms.
 6. Assist with preparation for Planning Commission and Board of Commissioners public hearings, including preparation of the sign in sheet and assuring all meeting materials are available.
 7. Maintaining the Planning Commission notebook after each meeting and the annual filing of meeting agendas and minutes.
- Q. Maintain the history of the Zoning Ordinance and other Plans or Ordinances.
- R. Working with other Planning Department staff maintain the filing systems to assure organization of various planning records, including property files.
- S. Working with the Sheriff's Office and the Code Enforcement Officer, maintain the Code Enforcement Ordinance and assist in the enforcement of codes and plans.
- T. Participate and attend various Lower Umatilla Basin Groundwater Management Area (LUB GWMA) advisory or other subcommittee meetings, and assist Planning staff in completing staff reports or other work within the defined LUB GWMA.
- U. Coordinate with Water Resources or other organizations knowledgeable about the Critical Ground Water Areas designated within Morrow County, and then assist Planning staff in completing staff reports or other work within the various defined CGWAs.
- V. Update and maintain provisions relating to rural addressing, road names, and road vacations from a land use planning perspective.
- W. As the Planning Manager, be able to complete the job duties of the Senior Planner and Planner I positions.

Working Environment: The work environment characteristics described here are representative of those a Director encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

JOB DESCRIPTION

Essential Job Functions:

Physical:

Ability to work at a computer screen for long periods of time, ability to sit, stand, read and have moderate, rapid finger, hand and arm movement for extended periods of time. The ability to walk on uneven surfaces and/or drive on rough terrain.

Mental:

This position is regularly required to use written and oral communication skills; observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under challenging, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.

	Mental	Physical	Social	Envir.	Accnt.	Total Job	Skill
<u>Recommended Title</u>	<u>LD PC</u>	<u>PS Eff.</u>	<u>HR SC</u>	<u>PE WC</u>	<u>AC IM</u>	<u>Value</u>	<u>Grade</u>

Need a technical refresher?



Click on the red triangle?

Community Development Director	E1	9		A2	2		C1	11		B1	2		E2	8	3022	24
Planning Manager	E1	8		A2	2		B3	6		A3	1		D1	8	2421	20
Senior Planner	E1	7		A2	2		B3	5		A3	1		C2	5	2113	17
Planner II	D2	7		A2	2		B2	5		A3	1		B3	5	1867	15
GIS Planning Tech	D2	6		A2	2		B1	4		A3	1		B3	2	1674	13
Planner I	D1	6		A2	2		B1	4		A3	1		B3	2	1606	12
Outreach Coordinator	C2	5		A2	2		A2	3		A3	1		A2	5	1269	8
Office Assistant	B3	5		A2	2		A2	3		A3	1		A2	5	1133	6

June 15, 2018 kw

Revised June 18, 2018 kw

No Changes 3/1/2019 KC

MANAGEMENT 20	
YR.SALARY	\$67,740.00
HEALTH&DENTAL	\$24,845.40
FICA	\$4,199.88
RETIRE	\$16,799.52
UNEMP	\$568.40
DISAB.	\$62.00
LIFE	\$52.00
W.C.	\$88.06
MEDICARE	\$982.23
AIRLINK	\$50.00
TOTAL BENEFITS	\$47,647.49
HOURLY OVERHEAD	\$22.91
AVG HR COST	\$32.57
TOTAL COST W/BENEFITS HR.	\$55.47
YEARLY SAL. PLUS BENEFITS	\$115,387.49

12/2/2019



Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: December 2, 2019
RE: Administrator Monthly Report for November 2019

Below are the highlights for the month of November:

1. North County Government Building update:
 - a) The RFPs were opened on November 1, 2019.
 - b) We interviewed four DB Teams on November 7th and 8th.
 - c) On November 20th, we Awarded the project to Fortis Construction and CIDA Architecture.
2. Bartholomew Lower Level remodel- Construction started on October 9th. Punch list was completed November 27th. Fire Sprinkler upgrades are scheduled for the first week of December.
3. Retirement Plan- We had a first retirement negotiation meeting on November 25th. We expect to hear a response to our informal proposal by December 13th.
4. I attended the statewide AOC conference from November 19 – November 21. I officially graduated from County College on Tuesday, November 19th. The County Administrators met on Wednesday and I attended seminars on Student Success, Electric Transportation, Labor and Employment Law, and Product Tasting on Thursday.
5. Other projects or activities
 - a) Census 2020- Our first Complete Count Committee meeting was held on November 5th at the Port of Morrow.
 - b) We have 7 applications for the Community Development Director position that closed on November 22nd.

Sincerely,

Darrell J. Green



100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5851
E-mail: ggutierrez@co.morrow.or.us

TREASURER

Gayle L. Gutierrez

12/4/19

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.45%. There is a rate change for November 15th. It will be lowered to 2.25%

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of October 31, 2019 total is \$342,337.39.

The statement for the LGIP is also included.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	2,814,773.12 (	258,144.16)	2,556,628.96
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,605.86	35.12	17,640.98
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	345,106.26 (	44,875.39)	300,230.87
202-100-1-10-1500		ROAD FC W/TREASURER	781,456.56 (	273,319.27)	508,137.29
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	643,989.21	26,462.11	670,451.32
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	38,169.35	1,328.76	39,498.11
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	35,660.99	664.18	36,325.17
207-100-1-10-1500		911 FC W/TREASURER	239,786.91	52,148.72	291,935.63
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	227,867.32	1,556.32	229,423.64
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,626,135.96	98,718.74	1,724,854.70
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	159,718.50 (	158,012.34)	1,706.16
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	16,276.33 (	16,109.94)	166.39
214-100-1-10-1500		FAIR FC W/TREASURER	156,802.46	5,401.95	162,204.41
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	25,740.49	5,056.81	30,797.30
216-100-1-10-1500		STP FC W/TREASURER	145,035.51	77,519.51	222,555.02
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	51,240.83	7,610.41	58,851.24
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,424.34	46.72	23,471.06
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	52,117.62 (	1,582.66)	50,534.96
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	8,253.48 (	9,433.62)	1,180.14)
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	40,090.39	79.96	40,170.35
223-100-1-10-1500		CAMX GRANT FC W/TREAS	32,171.88	39.12	32,211.00
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	10,447.76	20.84	10,468.60
225-100-1-10-1500		STP VEHICLE FC W/TREAS	142,683.34	284.60	142,967.94
226-100-1-10-1500		FAIR ROOF FC W/TREAS	20,401.38	40.69	20,442.07
227-100-1-10-1500		HRPPNER ADMIN BLDG FC W/TREAS	15,693.00	7,148.23	22,841.23
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	18,431.32	3,778.99	22,210.31
229-100-1-10-1500		BLBACHER RESERVE FC W/TREAS	6,187.44	12.34	6,199.78
230-100-1-10-1500		RODEO FC W/TREAS	19,059.72	38.02	19,097.74
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	135,628.73 (	8,620.04)	127,008.69
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	20,450.37	231.50	20,681.87
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,609.81	59.06	29,668.87
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	10,865.52	21.67	10,887.19
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	771,877.29 (	1,609.13)	770,268.16
238-100-1-10-1500		PARK FC W/TREAS	474,492.78 (	65,789.29)	408,703.49
240-100-1-10-1500		EQUITY FC W/TREAS	248,497.30	362.24	248,859.54
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	276,758.96	12,995.65	289,754.61
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	854.10	1.70	855.80
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	68,880.83	137.39	69,018.22
322-100-1-10-1500		COURT SECURITY FC W/TREAS	135,346.03 (	22,979.54)	112,366.49
500-100-1-10-1500		ECHO WINDS FC W/TREAS	6,963.36	13.89	6,977.25
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	16,150.02	32.21	16,182.23
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	61,864.64 (	7,042.11)	54,822.53
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	7,782.84	15.52	7,798.36
510-100-1-10-1500		P & P FC W/TREAS	358,554.05	77,877.26	436,431.31
514-100-1-10-1500		IONE SD B & I FC W/TREAS	2,174.92	10,056.60	12,231.42

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: OCTOBER 31ST, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB RBN FC W/TREAS		63.74	4,031.51	4,095.25
516-100-1-10-1500	RADIO DIST FC W/TREAS		5,507.80	16,737.87	22,245.67
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		47.33	3,271.39	3,318.72
521-100-1-10-1500	PGE CARTY FC W/TREAS		15,590.37	31.10	15,621.47
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		34,775.58	84,751.23	119,526.81
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		476.65	21,971.96	22,448.61
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		244.60	11,985.33	12,229.93
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		15,749.88	795.39	16,545.27
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		5.58	310.44	316.02
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,500.85	7.47	3,508.32
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		2,955.53	8,052.13	11,007.66
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		2,030.75	117,299.97	119,330.72
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		414.38	23,236.39	23,650.77
633-100-1-10-1500	CITY OF IONE FC W/TREAS		66.85	3,673.37	3,740.22
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		211.16	11,751.37	11,962.53
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		42.41	2,276.54	2,318.95
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		24,472.89	49,797.30	74,270.19
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		65.70	3,679.90	3,745.60
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		121.72	6,826.95	6,948.67
640-100-1-10-1500	IONE RFPD FC W/TREAS		663,094.07	10,579.15	652,514.92
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		0.72	6.75	7.47
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		27.47	1,946.33	1,973.80
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		54.56	3,058.37	3,112.93
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		83,097.41	5,466.84	77,630.57
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		21.88	1,283.81	1,305.69
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,757.99	7,419.65	9,177.64
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		290.14	20,532.99	20,823.13
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		87.15	5,101.09	5,188.24
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		847.48	45,970.29	46,817.77
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		405,731.11	60,472.35	466,203.46
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		10.15	568.71	578.86
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		8,307.04	471,355.07	479,662.11
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		85,678.84	92,595.46	178,274.30
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		27,445.39	52,406.29	79,851.68
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.12	0.03	14.15
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	0.00	26,031.75
657-100-1-10-1500	IONS-LEX CEM EQUIP FC W/TREAS		2,220.54	5,008.93	7,229.47
658-100-1-10-1500	BMCC FC W/TREASURER		2,647.85	83,094.17	85,742.02
659-100-1-10-1500	BMCC B & I FC W/TREASURER		866.48	28,902.33	29,768.81
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREAS		8,806.42	19,642.20	28,448.62
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		409.34	2,374.07	2,783.41
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		482.53	28,170.69	28,653.22
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		210.78	10,604.93	10,815.71
667-100-1-10-1500	BOTT FC W/TREASURER		0.00	0.00	0.00

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: OCTOBER 31ST, 2019

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500	TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	10,756.47	21.45	10,777.92
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	86,254.50	(86,254.50)	0.00
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,134.27	2.26	1,136.53
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	93,992.35	187.48	94,179.83
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	26,397.04	(22,085.33)	4,311.71
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	10.25	110.73	120.98
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,215,789.41	30,452.04	1,246,241.45
685-100-1-10-1500	STATE HOUSING FC W/TREAS	27,517.26	(16,509.08)	11,008.18
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	73,234.79	146.07	73,380.86
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	8,035.66	35,649.61	43,685.27
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	28.44	1,827.53	1,855.97
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	40.29	2,662.37	2,702.66
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.56	0.56
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH		13,381,170.21	763,446.66	14,144,616.87
		=====	=====	=====

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	116,764.20	482,982.38	599,746.58
999-100-1-10-1502	PAYROLL BEO	11,702.36	7,517.50	19,219.86
999-100-1-10-1503	STATE TREASURY POOL	12,251,268.40	1,280,462.47	13,531,730.87
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.17	0.00	100.17
999-100-1-10-1508	US BANK	1,000,502.84	(999,999.44)	503.40
SUBTOTAL CASH IN BANK - POOLED CASH		13,380,337.97	770,962.91	14,151,300.88

WAGES PAYABLE

999-100-2-60-5001	WAGES PAYABLE	0.00	7,516.25	7,516.25
SUBTOTAL WAGES PAYABLE		0.00	7,516.25	7,516.25

TOTAL CASH IN BANK - POOLED CASH		13,380,337.97	763,446.66	14,143,784.63
		=====	=====	=====



Account Statement - Transaction Summary

For the Month Ending **October 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	12,251,268.40
Purchases	2,410,046.96
Redemptions	(1,129,584.49)
<hr/>	
Closing Balance	\$13,531,730.87
Dividends	24,696.15

Asset Summary		
	October 31, 2019	September 30, 2019
Oregon LGIP	13,531,730.87	12,251,268.40
Total	\$13,531,730.87	\$12,251,268.40



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **October 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					12,251,268.40
Opening Balance					
10/01/19	10/01/19	Redemption - ACH Redemption	1.00	(55.00)	12,251,213.40
10/01/19	10/01/19	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - September 2019	1.00	(0.35)	12,251,213.05
10/01/19	10/01/19	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - September 2019	1.00	(0.40)	12,251,212.65
10/02/19	10/02/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,665.94	12,257,878.59
10/02/19	10/02/19	Redemption - ACH Redemption	1.00	(300,000.00)	11,957,878.59
10/04/19	10/04/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	877.77	11,958,756.36
10/07/19	10/07/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(63.74)	11,958,692.62
10/07/19	10/07/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(47.33)	11,958,645.29
10/07/19	10/07/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(847.48)	11,957,797.81
10/07/19	10/07/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(3,514.33)	11,954,283.48
10/07/19	10/07/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(290.14)	11,953,993.34
10/07/19	10/07/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(168,025.54)	11,785,967.80
10/07/19	10/07/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(2,507.40)	11,783,460.40
10/07/19	10/07/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(27,445.39)	11,756,015.01
10/07/19	10/07/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(26,486.81)	11,729,528.20
10/08/19	10/08/19	Redemption - ACH Redemption	1.00	(5.58)	11,729,522.62
10/09/19	10/09/19	Redemption - ACH Redemption	1.00	(55.00)	11,729,467.62
10/09/19	10/09/19	Redemption - ACH Redemption	1.00	(600,000.00)	11,129,467.62
10/15/19	10/15/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	83,651.64	11,213,119.26



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **October 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
10/15/19	10/15/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	779.77	11,213,899.03
10/17/19	10/17/19	ODOT - ODOT PYMNT	1.00	99,687.41	11,313,586.44
10/18/19	10/18/19	ODOT - ODOT PYMNT	1.00	27,274.37	11,340,860.81
10/21/19	10/21/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,007.77	11,342,868.58
10/21/19	10/21/19	Redemption - ACH Redemption	1.00	(55.00)	11,342,813.58
10/22/19	10/22/19	Purchase - ACH Purchase	1.00	1,000,000.00	12,342,813.58
10/22/19	10/22/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	236.58	12,343,050.16
10/22/19	10/22/19	Redemption - ACH Redemption	1.00	(55.00)	12,342,995.16
10/24/19	10/24/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	23,907.82	12,366,902.98
10/28/19	10/28/19	OR REV CAFFA - DORACHDISB	1.00	42,325.67	12,409,228.65
10/29/19	10/29/19	Purchase - ACH Purchase	1.00	500,000.00	12,909,228.65
10/29/19	10/29/19	SFMS Fr:Military Dept 911 Tax	1.00	74,094.07	12,983,322.72
10/29/19	10/29/19	Redemption - ACH Redemption	1.00	(130.00)	12,983,192.72
10/30/19	10/30/19	Purchase - ACH Purchase	1.00	500,000.00	13,483,192.72
10/31/19	10/31/19	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	23,842.00	13,507,034.72
10/31/19	11/01/19	Accrual Income Div Reinvestment - Distributions	1.00	24,696.15	13,531,730.87



Account Statement

For the Month Ending **October 31, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					13,531,730.87
		Month of October	Fiscal YTD July-October		
Opening Balance		12,251,268.40	15,281,267.90	Closing Balance	13,531,730.87
Purchases		2,410,046.96	4,187,415.08	Average Monthly Balance	11,869,252.36
Redemptions		(1,129,584.49)	(5,936,952.11)	Monthly Distribution Yield	2.45%
Closing Balance		13,531,730.87	13,531,730.87		
Dividends		24,696.15	115,624.65		



Daily Confirmation of Activity

as of October 31, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					13,483,192.72
10/31/19	11/01/19	Accrual Income Div Reinvestment - Distributions	1.00	24,696.15 /	13,507,888.87
10/31/19	10/31/19	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	23,842.00 /	13,531,730.87
Closing Balance					13,531,730.87



OREGON
STATE
TREASURY

Daily Confirmation of Activity as of October 30, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					12,983,192.72
10/30/19	10/30/19	Purchase - ACH Purchase	1.00	500,000.00	13,483,192.72
Closing Balance					13,483,192.72



Daily Confirmation of Activity
as of *October 29, 2019*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					12,409,228.65
10/29/19	10/29/19	Purchase - ACH Purchase	1.00	500,000.00	12,909,228.65
10/29/19	10/29/19	Redemption - ACH Redemption	1.00	(130.00)	12,909,098.65
10/29/19	10/29/19	SFMS Fr: Military Dept 911 Tax	1.00	74,094.07	12,983,192.72
Closing Balance					12,983,192.72



OREGON
STATE
TREASURY

Daily Confirmation of Activity as of October 28, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					12,366,902.98
10/28/19	10/28/19	OR REV CAFFA - DORACHDISB	1.00	42,325.67	12,409,228.65
Closing Balance					12,409,228.65



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of *October 24, 2019*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					12,342,995.16
10/24/19	10/24/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	23,907.82	12,366,902.98
Closing Balance					12,366,902.98



Daily Confirmation of Activity
as of October 22, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,342,813.58
10/22/19	10/22/19	Purchase - ACH Purchase	1.00	1,000,000.00	12,342,813.58
10/22/19	10/22/19	Redemption - ACH Redemption	1.00	(55.00)	12,342,758.58
10/22/19	10/22/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	236.58	12,342,995.16
Closing Balance					12,342,995.16



OREGON
STATE
TREASURY

Daily Confirmation of Activity as of October 21, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,340,860.81
10/21/19	10/21/19	Redemption - ACH Redemption	1.00	(55.00) ✓	11,340,805.81
10/21/19	10/21/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,007.77 ✓	11,342,813.58
Closing Balance					11,342,813.58



Daily Confirmation of Activity
as of October 18, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,313,586.44
10/18/19	10/18/19	ODOT - ODOT PYMNT	1.00	27,274.37	11,340,860.81
Closing Balance					11,340,860.81



Daily Confirmation of Activity
as of October 17, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,213,899.03
10/17/19	10/17/19	ODOT - ODOT PYMNT	1.00	99,687.41	11,313,586.44
Closing Balance					11,313,586.44



Daily Confirmation of Activity
as of October 15, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,129,467.62
10/15/19	10/15/19	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	779.77	11,130,247.39
10/15/19	10/15/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	83,651.64	11,213,899.03
Closing Balance					11,213,899.03



Daily Confirmation of Activity
as of October 9, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,729,522.62
10/09/19	10/09/19	Redemption - ACH Redemption	1.00	(55.00) ✓	11,729,467.62
10/09/19	10/09/19	Redemption - ACH Redemption	1.00	(600,000.00) ✓	11,129,467.62
Closing Balance					11,129,467.62



Daily Confirmation of Activity
as of October 8, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,729,528.20
10/08/19	10/08/19	Redemption - ACH Redemption	1.00	(5.58)	11,729,522.62
Closing Balance					11,729,522.62



Daily Confirmation of Activity
as of October 7, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					11,958,756.36
10/07/19	10/07/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(3,514.33) ✓	11,955,242.03
10/07/19	10/07/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(847.48) ✓	11,954,394.55
10/07/19	10/07/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(290.14) ✓	11,954,104.41
10/07/19	10/07/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(2,507.40) ✓	11,951,597.01
10/07/19	10/07/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(63.74) ✓	11,951,533.27
10/07/19	10/07/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(47.33) ✓	11,951,485.94
10/07/19	10/07/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(27,445.39) ✓	11,924,040.55
10/07/19	10/07/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(26,486.81) ✓	11,897,553.74
10/07/19	10/07/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(168,025.54) ✓	11,729,528.20
Closing Balance					11,729,528.20



Daily Confirmation of Activity
as of October 4, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
10/04/19	10/04/19	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	877.77	11,958,756.36
Closing Balance					



Daily Confirmation of Activity
as of *October 2, 2019*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					12,251,212.65
10/02/19	10/02/19	Redemption - ACH Redemption	1.00	(300,000.00)	11,951,212.65
10/02/19	10/02/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,665.94	11,957,878.59
Closing Balance					11,957,878.59



Daily Confirmation of Activity
as of *October 1, 2019*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					12,251,268.40
10/01/19	10/01/19	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - September 2019	1.00	(0.35)	12,251,268.05
10/01/19	10/01/19	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - September 2019	1.00	(0.40)	12,251,267.65
10/01/19	10/01/19	Redemption - ACH Redemption	1.00	(55.00)	12,251,212.65
Closing Balance					12,251,212.65

Roberta Lutcher

From: Melissa Lindsay
Sent: Monday, December 02, 2019 7:17 AM
To: Roberta Lutcher
Subject: FW: LPSCC Meeting Tuesday, November 26, 2019

Good morning

Please put this in next weeks correspondence, per the information I shared at last weeks BOC

Thank you

From: Morrow Co Veterans Office <mcvets@co.morrow.or.us>
Sent: Wednesday, November 27, 2019 2:27 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>;

Stephen Jensen
BMAC
SSVF

(541) 969-1503 Work
stephenj@bmacww.org

Supportive Services for Veteran Families (SSVF) purpose is to provide support, at a community level, to end homelessness among the Veteran population. Through outreach, intensive case management, assistance in obtaining veteran benefits, and emergency financial resources, the SSVF Program seeks to prevent Veterans and their families from becoming homeless and aids with rapid rehousing for those who are literally homeless.

Further information related to the SSVF program:

https://www.bmacww.org/services/index.php?option=com_content&view=article&id=90:supportive-services-for-veteran-families&catid=25:housing-services&Itemid=255

<https://www.va.gov/homeless/nchav/research/program-specific-research/SSVF-evaluation.asp>



SIXTH JUDICIAL DISTRICT

MORROW & UMATILLA COUNTY CIRCUIT COURTS

216 SE 4th STREET

PENDLETON, OR 97801

541-278-0341/541-667-3020

Email: 6th.district@ojd.state.or.us

November 26, 2019

Commissioner Jim Doherty, Chair
Commissioner Melissa Lindsay
Commissioner Don Russell
Morrow County Board of Commissioners
P. O. Box 788
Heppner, Oregon 97836

Dear Chairperson Doherty and Commissioners:

Thank you kindly for the invitation to address your Board on November 13 extended to Judge Dan Hill and TCA Roy Blaine. I appreciate that you are seriously reviewing space use in the Morrow County Courthouse with consideration for the needs of the Morrow County Circuit Court. As Commissioner Lindsay is aware from our Morrow Court Security Committee meetings the issues of adequate jury facilities and collocated justice of the peace use have been concerns of mine and the other judges for many years.

During this time of transition for the Morrow County Justice Court your Board concurred that decisions need to be made on how Justice Court and Circuit Court interface and how concerns of the Circuit Court may be addressed. A shared judges' chamber is extremely inappropriate and cannot be allowed to continue. State courts cannot continue to have security compromised. I have directed Mr. Blaine to be available to you should you have any questions of us between now and the beginning of January.

We look forward to a resolution of space concerns that provides at least minimally adequate space for jury deliberation during trials and for judicial office space that provides appropriate security for judicial and business security. For Morrow County Circuit Court purposes, as Judge Hill articulated to the Board, this requires the current space used by the Justice of the Peace to be converted to a jury deliberation room and the current jury room converted to circuit court judicial chambers. While coordinated use of the courtroom by the

Presiding Judge

Hon. Christopher R. Brauer

Circuit Court Judges

Hon. Robert W. Collins, Jr

Hon. Daniel J. Hill

Hon. Jon S. Lieuallen

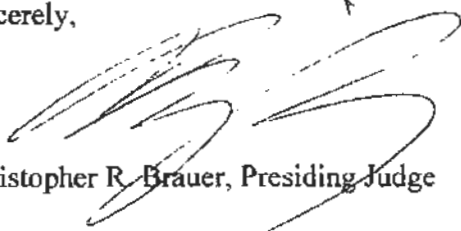
Hon. Eva J. Temple

Administrator

Roy N. Blaine

Justice of the Peace for trials continues to be entirely acceptable, the circuit court needs to manage the entirety of the space in order to best serve the citizens of Morrow County and ensure the basic tenets of security.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Brauer', written over a faint, larger signature.

Christopher R. Brauer, Presiding Judge

cc: 6th District Judges

State Court Administrator

Morrow County Administrator