

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 12, 2019 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room

490 N.E. Main Ave., Irrigon, 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 dated June 13th; Retirement Taxes, June 3rd, \$20,564.41
 - b. Oregon Department of Transportation Rail & Public Transit Division Grant Agreement #33496, The Loop, Morrow County Special Transportation Funds
 - c. Application for Tax Refund, Surviving Spouse of Veteran
 - d. Ninth Amendment to Oregon Health Authority Agreement #153133, Mental Health, Substance Use Disorders, and Problem Gambling Services
 - e. Owner's Representative Agreement with Hill International, Irrigon Building Project
 - f. Department of Justice Cooperative Agreement, Child Support Services
 - g. Planning Commission Bylaws Update
 - h. **Application #OOJ for Necessity to Build on Right-of-Way, Umatilla Electric Cooperative, Olson Road - 0.57 miles from the intersection with Wilson Road**
- 5. Legislative Updates**
- 6. Business Items**
 - a. Irrigon Building Update (Darrell Green, Administrator)
 - b. Update on Bid Process for Bartholomew Building Remodel (Darrell Green)
 - c. Lease Agreement, Stokes Landing Senior Center for Parking Space of The Loop, Morrow County Transportation vehicles (Anita Pranger, Coordinator, The Loop)
 - d. Award bid, Request for Proposals for Audit Services (Kate Knop, Finance Director)
 - e. Purchase Pre-Authorization, two slide-in tanks for Polaris Rangers (Greg Close, Parks Manager)
 - f. Eastern Oregon Workforce Board Discussion (Commissioner Lindsay)
 - g. Department Director Purchasing & Contracting Authority Recommendation by Work Group (Darrell Green)
- 7. Department Reports**
 - a. Planning Department Monthly Report (Carla McLane, Planning Director)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Executive Session – Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed**
- 11. Signing of documents**
- 12. 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 Lutchter at (541) 676-5613.

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



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

(For BOC Use)
 Item #
 4b

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

Presenter at BOC: Anita Pranger
 Department: Public Transportation
 Short Title of Agenda Item: **STF Agreement**
 (No acronyms please)

Phone Number (Ext): 541-676-LOOP(5667)
 Requested Agenda Date: June 12, 2019

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **ODOT Rail and Public Transit Division**
 Contractor/Entity Address: **555 13th St. N.E., Salem, OR 97301-4179**
 Effective Dates – From: **July 1, 2019** Through: **June 30, 2021**
 Total Contract Amount: **\$135,400.00** Budget Line: **216 Fund**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

<u>Anita Pranger</u>	<u>May 21, 2019</u>	Department Director	Required for all BOC meetings
<u>[Signature]</u>	<u>6/10/19</u>	Administrator	Required for all BOC meetings
<u>J. Nelson email</u>	<u>6-7-19</u>	County Counsel	*Required for all legal documents
<u>K Knop email</u>	<u>6-7-19</u>	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 Loop Morrow County Transportation applied for and received a grant through the Oregon Department of Transportation Rail and Public Transit Division from its Special Transportation Fund. This is usually a two year grant that we get to help cover the costs of operations of The Loop Morrow County Transportation. The total of this grant is \$135,400.00 for two years or \$67,700.00 per year. It is divided into 5 sections \$2,000.00 per year for Administrative Allotment as per OAR 732-005-0021(5)(b). \$10,000.00 per year for contingency, \$55,917.74 per year for administrative salary and operations of The Loop Morrow County Transportation, \$6,282.26 for match to the 5310 Federal Grant per year and \$5,500.00 per year to Good Shepherd CareVan to help cover costs to come to Morrow County to transport clients to Good Shepherd Medical Center appointments.

2. FISCAL IMPACT:

\$135,400.00 for two years or \$67,700.00 per year. This grant is for funding of fund 216 and is in the 2019-2020 budget.

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

Move to sign the agreement with ODOT Rail and Public Transit for \$135,400.00 to fund 216 the Special Transportation Fund.

Attach additional background documentation as needed.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$135,400.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
 - b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the

following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
- c. **Recovery of Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties

set forth in this Agreement or Implied by law.

8. Records Maintenance and Access; Audit.

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

9. Recipient Subagreements and Procurements

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

- b. **Subagreement Indemnity; insurance.**
- c. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

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

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State. In such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the

- funds and providing to State a reason acceptable to State for the withdrawal; or
- ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written

Instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent

contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Morrow County/State of Oregon
Agreement No. 33496

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County/State of Oregon
Agreement No. 33496

Morrow County, by and through its
Board of Commissioners

By _____

Name Jim Doherty, Chair

Date _____

By _____

Name Melissa Lindsay, Commissioner

Date _____

By _____

Name Don Russell, Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Recipient's Legal Counsel

Date _____

State Contact:

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

State of Oregon, by and through its
Department of Transportation

By _____

H.A. (Hal) Gard

Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Frank Thomas

Date 05/21/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Recipient Contact:

Anita Pranger

P.O. Box 495

Heppner, OR 97836

1 (541)676-5667

apranger@co.morrow.or.us

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STF Morrow County 33496				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$135,400.00	\$135,400.00	\$0.00	
Sub Total	\$135,400.00	\$135,400.00	\$0.00	
Grand Total	\$135,400.00	\$135,400.00	\$0.00	

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$135,400.00
---	---	--	---

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

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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



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

(For BOC Use)
 Item #
 4c

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

Phone Number (Ext): 5634

Department: Assessment & Tax Office

Requested Agenda Date: 6/12/2019

Short Title of Agenda Item:

(No acronyms please)

Tax Refund for Surviving spouse of a veteran who died during the 2017-18 tax year. See requirements on page 2.

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 Signature |

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

5/31/2019

Department Director

Required for all BOC meetings

DATE



Administrator

Required for all BOC meetings

DATE

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

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):

(4)(a) Notwithstanding subsection (1) of this section, a surviving spouse may file a claim for the exemption under ORS 307.250 at any time during the tax year if:

(A) The veteran died during the previous tax year; or

(B) The property designated as the homestead was acquired after March 1 but prior to July 1 of the assessment year and the veteran died within 30 days of the date the property was acquired.

(b) The claim shall be allowed by the county assessor if the surviving spouse meets all of the qualifications for an exemption under ORS 307.250 other than the timely filing of a claim under subsection (1) of this section.

(c) If taxes on the exempt value have been paid, the taxes shall be refunded in the manner prescribed in paragraph (d) of this subsection. If taxes on the exempt value have not been paid, the taxes and any interest thereon shall be abated.

(d) The tax collector shall notify the governing body of the county of any refund required under this section and the governing body shall cause a refund of the taxes and any interest paid to be made from the unsegregated tax collections account described in ORS 311.385. The refund under this subsection shall be made without interest. The county assessor and tax collector shall make the necessary corrections in the records of their offices.

2. FISCAL IMPACT:

Refund from unsegregated taxes.

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

This is notification. Please sign the application for refund herewith.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

**No. 19-5
Tax Year 2018-19
Acct. # 4560**

Property Owner & Refund to :

Yvette Aune



Tax Payer:

Yvette Aune



Receipt # 255522, 256954, 257758

Date paid 11/13/2018, 2/28/2019, 5/17/2019

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
1,254.77	1,254.77	0.00	1,254.77	940.14	-3.15	936.99	314.63	3.15	317.78	0.00	317.78

Reason: Veteran's Exemption for surviving spouse application qualifies for 2018-19 tax year. Taxes had already been paid in full w/o exemption

Approved: _____

2019

Commissioner

699-699-5-70-7075

Michael Gorman, Tax Collector

Commissioner

Date _____

Commissioner



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

(For BOC Use)
Item #
4d

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

Staff Contact: Kate Knop Phone Number (Ext): (541) 676-5615 x5302
Department: Finance Requested Agenda Date: 06/12/2019
Short Title of Agenda Item: Oregon Health Authority Agreement # 153133, Amendment # 9
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address:
Effective Dates - From: July 1, 2017 Through: June 30, 2019
Total Contract Amount: \$26,331.43 Budget Line: 101-199-3-30-3625
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson via email 06/03/2019 County Council *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 Oregon Health Authority (OHA) Agreement # 153133, ninth amendment to the 2017-2019 Intergovernmental Agreement for the financing of mental health, substance use disorders, and problem gambling. The funds referenced in this agreement are passed through to Community Counseling Solutions (CCS).

This amendment modifies the Financial Assistance Award, increasing the amount by \$26,331.43 for services delivered to individuals at Lakeview Heights for the period of 02/21/2019 - 06/30/2019. These funds are for Service Element # 28 - Residential Treatment Services.

Referenced in the amendment and attached for review is Exhibit F section 4 from the Agreement.

2. FISCAL IMPACT:

These funds will continue to be received in the same line item, 101-199-3-30-3625, and be disbursed to CCS from 101-199-5-50-5500, with a net zero effect on the budget.

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

Motion to authorize Chair Doherty to sign OHA Agreement #153133, Amendment #9 on behalf of the County.

Attach additional background documentation as needed.

Deanne Irving

From: Justin Nelson
Sent: Monday, June 3, 2019 8:56 AM
To: Deanne Irving
Cc: Kate Knop; Roberta Lutcher; Darrell Green
Subject: RE: OHA amendment #153133-9
Attachments: Board Packet 153133-9.pdf

I have reviewed and do not have any concerns. I believe this is now set for 6/12.
-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us*

From: Deanne Irving
Sent: Tuesday, May 21, 2019 9:01 AM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Kate Knop <kknop@co.morrow.or.us>
Subject: OHA amendment #153133-9

Good morning, Justin,

Attached for your review is the Oregon Health Authority's ninth amendment for agreement # 153133 along with the Agenda Cover Sheet for the BOC meeting scheduled for June 5th.

Thank you,

Deanne Irving
Staff Accountant
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5617 or x5312

Deanne Irving

From: Kimberly I. Lindsay <kimberly.lindsay@communitycounselingsolutions.org>
Sent: Wednesday, May 22, 2019 9:49 AM
To: Deanne Irving
Cc: kristie.bingaman@gobhi.net; Kate Knop; Justin Nelson
Subject: Re: FW: Document for Signature: Document #153133-9 Morrow County

Hi Deanne,

I do not have any concerns.

Thanks
Kimberly

Deanne Irving <dirving@co.morrow.or.us> writes:

Good morning, Kimberly and Kristie,

Attached for your review is the Oregon Health Authority's ninth amendment for agreement number 153133. If you have any questions regarding the amendment, please reply to all.

Thank you,

Deanne Irving

Staff Accountant
Morrow County
PO Box 867
Heppner, OR 97836
(541) 676-5617 ext 5312

From: Briggs Larry O [mailto:LARRY.O.BRIGGS@dhsaha.state.or.us]
Sent: Monday, May 20, 2019 10:04 AM
To: Deanne Irving <dirving@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: ARMENDARIZ Carmen <Carmen.ARMENDARIZ@dhsaha.state.or.us>; AMHcontract Administrator <AMHcontract.Administrator@dhsaha.state.or.us>
Subject: Document for Signature: Document #153133-9 Morrow County

Greetings!

First of all, to ensure timely processing of your contract/amendment, please reply to confirm receipt of this communication and attachment(s).

Next, please complete, sign (where required) and return the following: Entire contact amendment (attached)



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

**NINTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, SUBSTANCE USE DISORDERS, AND PROBLEM GAMBLING
SERVICES AGREEMENT #153133**

This Ninth Amendment to Oregon Health Authority 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services effective as of July 1, 2017 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), and **Morrow County** ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Morrow County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on August 10, 2018; e-mail in contract file.

OHA Program:

Approved by Carmen Armendariz on May 20, 2019; e-mail in contract file.

ATTACHMENT 1
Exhibit C
Financial Assistance Award

MODIFICATION INPUT REVIEW REPORT

MOD#: M0549

CONTRACT#: 153133

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 05/10/2019

SE#	FUND	PROJ	CPMS	PROVIDER	EFFECTIVE	SLOT	RATE	OPERATING	STARTUP PART	PART	PAAF	CLIENT	SP#	
	CODE				DATES	CHANGE/TYPE		DOLLARS	DOLLARS ABC	IV	CD	BASE	CODE	
FISCAL YEAR: 2018-2019														
BCIVLM LAKEVIEW HEIGHTS SRT														
28	804	RTF25A			2/21/2019-6/30/2019	1 /SLT	\$6,144.00	\$26,331.43	\$0.00	A	1	N	MALOB-640518	1
TOTAL FOR SE# 28								\$26,331.43	\$0.00					
TOTAL FOR 2018-2019								\$26,331.43	\$0.00					
TOTAL FOR M0549 153133								\$26,331.43	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY
DATE: 05/14/2019

Contract#: 153133
REF#: 009

REASON FOR FAAA (for information only):

Residential Treatment Services (MHS 28) funds are awarded for Service Payment for one client at Lakeview Heights, ref# 17-19-1671.

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

M0549 1A) MHS 28 Rate: For Services delivered to individuals during a particular month, OHA will provide financial assistance at the rate of \$6,144.00 per month per individual. B) These funds are for MHS 28 Service Payment Services at Lakeview Heights due to over resourced.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

EXHIBIT F

STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a. County represents and warrants as follows:**

 - (1) Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award, applicable Service Description and applicable Specialized Service Requirement.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).

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

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

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

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

b. Any representation, warranty or statement made by County herein or in any documents or reports made in connection herewith or relied upon by OHA to measure the delivery of Services, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use) Item # 4e

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

Staff Contact: Darrell Green	Phone Number (Ext):
Department:	Requested Agenda Date: 06/12/2019
Short Title of Agenda Item: Hill International Owner's Rep Agreement	

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 15 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Hill International

Contractor/Entity Address: 818 W Riverside Ave, Spokane, WA

Effective Dates – From: 6/19/2019 Through: completion of building construction

Total Contract Amount: \$165,000 Budget Line: 101-199-5-40-4401

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell J Green	6/07/2019 Admin. Officer/BOC Office	Required for all BOC meetings
DATE		
_____	County Council	*Required for all legal documents
DATE		
email 6/7 _____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached items are, Hill International's cover letter, proposed scope of services and the proposed cost. The proposed cost is from their proposal.

The scope of services is the full scope of services they offer. Nothing was removed.

The agreement is a 'time and materials' agreement. It could be less or more depending on what we want or need them to do.

Our Consultant, Robynne Parkinson and County Counsel reviewed and made edits to the Agreement for Owner's Representative Consulting Services. Matt Walker, Program Manager for Hill International, approved the final draft that I am presenting today.

If approved, I will send the agreement to Hill International for signatures. I anticipate I will bring back the agreement to the Board of Commissioners for signatures on June 19th, 2019.

2. FISCAL IMPACT:

\$165,000

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

Motion to accept the terms of the Agreement for Owner's Representative Consulting Services with Hill International

Attach additional background documentation as needed.

HILL
Hill International

Hill International, Inc.
Lincoln Plaza
818 W. Riverside Ave, Suite #400
Spokane, WA 99201
(509) 570-0933
www.hillintl.com

June 5, 2019

Darrell Green
County Administrator
Morrow County
110 N. Court St., Room 201
Heppner, OR 97836

**Subject: Morrow County
Project Management and Owner's Representative Services**

Dear Mr. Green:

Hill International, Inc. (Hill) is pleased to submit our proposal to Morrow County to provide Project Management and Owner Representative Services associated with progressive design-build procurement, contract award, design, and construction for the new Morrow County Administration Building.

We understand that our services would begin in earnest in June and that the project will be substantially complete in November 2020. We also understand that the project budget is between \$4 million and \$6 million. Our proposed scope of services (Attachment A) and fee proposal (Attachment B) are attached. Matt Walker will serve as Program Manager and Patrick McCord will serve as Project Manager.

We look forward to working with Morrow County as the Project Manager and Owner Representative for your new Administration Building. Should you have any questions or need further information, you can reach me directly at (509) 570-0933 or GregoryHeinz@hillintl.com.

Sincerely,



Gregory Heinz
Vice President

Cc M Walker, Hill
P McCord, Hill
D Selzer, Hill

Attachments A & B



**Morrow County
Administration Building
Professional Services Agreement**

ATTACHMENT A – SCOPE OF SERVICES AND PROPOSED FEE

The purpose of this document is to define the services to be provided for the referenced project.

Principle in Charge:

- Overview of the Hill team to assure that the needs and requirements of the County and the project are being met.

Project initiation and Start-Up Services:

- Review feasibility study and summarize findings, questions and comments related to project intent, scope, budget and schedule.
- Document findings in a report, review with Morrow County and all stakeholders to clarify the project intent, scope, schedule and budget.
- Develop RFQ/RFP documents based on outcome of report/stakeholder input.
- Develop Owner generated correspondence to the design builder for Owner signature.
- Receive, maintain and distribute the project documents including all relevant correspondence.
- Develop initial budget and schedule
- Market the project to design build firms

Proposal Phase Services:

- Assist County in developing the RFQ/RFP documents including establishing project goals and objectives, project scope, project budget, the procurement process and

schedule, evaluation factors and scoring criteria, proposed design build agreement, and general conditions.

- Respond to questions (RFIs), issue clarification addenda.
- Participate and advise in the statement of qualifications (SOQ) proposal evaluation process, lead the preproposal conference and participate in the one-on-one meetings and the final interviews.

Design and Construction Phase:

- Participate in design meetings and review design document development including programming, schematic design, Validation and GMP Amendment Submittals, design development and construction document submittals.
- Coordinate County and General Maintenance representative review of documents to verify design intent is being met.
- Review Design Builder's construction estimate for the scope of work and comment accordingly.
- Provide GMP Amendment recommendation after review of design documents, schedule and budget as presented by the Design Builder.
- Maintain master project schedule with input from Design Builder.
- Conduct pre-construction meeting; issue minutes.
- Conduct weekly or bi-weekly construction progress meetings. Issue minutes.
- Visit the site as needed to monitor progress and take progress photographs.
- Provide site observation reports to County summarizing work accomplished for the week, weather, upcoming work and non-conforming work.
- Monitor Requests for Information (RFIs) process and expedite responses from the Architect.
- Monitor Project Submittal process and expedite timely completion of submittal process.

- Review the Design Builder's baseline and monthly schedule updates and provide written comments.
- Review Design Builder's monthly Pay Application and provide written recommendation to County for payment.
- Review Design Builder and subcontractor record drawings on a monthly basis.
- Review potential change order (PCO) requests from the Design Builder and determinations by the Architect. Lead change order cost negotiations.
- Track construction contingency and update Owner monthly.
- Assist with County move-in.

Close Out Phase:

- Coordinate Owner maintenance personnel training.
- Assist architect with identification of substantial completion punchlist items and verification that punchlist items are completed as part of the final completion walk through. Coordinate with General Maintenance's participation.
- Monitor the project closeout process and expedite timely completion of closeout submittal process in consultation with the County.
- Coordinate deliverables including extra materials and Owner's locks and cores.
- Coordinate delivery of final as-built drawings, operation manuals and verify close out requirements are met before final payment is made to the Design Builder.
- Provide warranty program process documents and counsel Owner personnel in maintenance of the warranty program.

Exclusions:

Cost for reproducing construction documents
Furniture, Fixtures & Equipment (FFE) procurement services
Project Cost Accounting

ATTACHMENT D

COST PROPOSAL:

Provide a budget that is inclusive of all Services to be performed/provided by the Proposer for the Owner for the Project, which currently contemplates the use of a progressive design-build project delivery method, as more particularly described in the RFP under section 2, Scope of Services. Please break down the budget for each line item below and provide a level of effort, including number of hours and a description of the task, for each line item. Also include a schedule of hourly rates for the personnel that are included in this Proposal.

	Fee	Hours	Task #
2.2 PROJECT INITIATION AND START-UP SERVICES	\$16,547	117	1 thru 7
2.3 PROPOSAL PHASE SERVICES	\$8,274	59	1 thru 3
2.4 DESIGN AND CONSTRUCTION PHASE SERVICES	\$134,815	961	1 thru 14
2.5 PROJECT CLOSEOUT PHASE SERVICES	\$2,682	20	1 thru 3
2.6 POST PROGRESSIVE DESIGN BUILD CONSTRUCTION	\$2,682	20	1 thru 3
2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION	\$0	0	Complete
TOTAL NTE FEE (Not to Exceed)	\$165,000		

BILLING RATE SCHEDULE	2019	2020
Matthew Walker, Program Manager	\$160	\$164
Patrick McCord, Project Manager	\$139	\$142
Don Smith, Project Controls	\$105	\$108
Debbie Selzer, Admin	\$87	\$89

Authorized Signature and Date: Gregory Heinz
Typed or Printed Name and Title of Signatory: Gregory Heinz, Vice President

FEIN ID# (required)
DUNS# (required)

Business Telephone Day: 425-214-0317 **Eves/Weekends:** 425-999-0953
Mobile: 425-999-0953
Email: GregoryHeinz@Hillintl.com





Agreement for Owner's Representative Consulting Services

AGREEMENT FOR OWNER'S REPRESENTATIVE CONSULTING SERVICES (the "Agreement") is made effective as of [REDACTED], 20 [REDACTED] by and between Morrow County, a political subdivision of the State of Oregon, with a principal place of business at P.O. Box 788, 110 N. Court St., Heppner, OR 97836 ("Client") and Hill International, Inc., a Delaware corporation with a principal place of business at One Commerce Square, 2005 Market Street, 17th Floor, Philadelphia, Pennsylvania 19103 ("Consultant").

WHEREAS, The Client would like to engage the Consultant to provide Owner's Representative services for the Morrow County North End Administration Building (the "Project"), as more fully set forth below, and the Consultant has agreed to provide such services.

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

ARTICLE 1

Scope of Services

- 1.1 Basic Services. During the term of this Agreement, the Consultant shall perform the services specified in the attached letter dated May 8, 2019 (Attachment A), and as further directed by the Client in writing and accepted by the Consultant (hereafter "Services").
- 1.2 Schedule. The Consultant shall commence to perform the Services within 10 days of receiving executed proposal which will be a formal Notice to Proceed.
- 1.3 The Client reserves the right at any time to make changes or additions to the Services or the schedule. In the event that such changes or additions cause an increase or decrease in the cost of the performance of the Services, the Consultant's compensation under this Agreement shall be adjusted to reflect such increase or decrease. Whenever the Consultant receives from the Client a request to perform Services that the Consultant considers to be a change or addition to the scope of the Services under this Agreement, or that will cause an increase in the cost of the performance

of the Services, or that will require a change in the Schedule, the Consultant shall so notify within ten (10) days of the receipt of such a request.

ARTICLE 2

Service Standards

- 2.1 Standard of Care. The Consultant shall perform all Services in a manner fully consistent with the terms of this Agreement and shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the types of services for projects of comparable size and complexity as those to be performed by the Consultant under this Agreement. All of the Consultant's Services under this Agreement shall be performed as expeditiously and economically as is consistent with such standards and in conformity with all applicable laws, regulations, codes and guidelines.
- 2.2 Personnel. The Consultant lead staff person shall be Greg Heinz, Principal-in-Charge. Consultant assigns the following Key Personnel to this project: Mathew Walker (Program Manager), and Patrick McCord (Project Manager). Consultant shall not substitute such Key Personnel without Client's written consent, such consent shall not be unreasonably withheld. Any substituted Key Personnel must have substantially similar qualifications as the person replaced.
- 2.3 Subcontracting. The Consultant may subcontract any of its obligations hereunder with notification to the Client. Subcontractors or subconsultants shall assume the same terms and conditions as the Consultant. The Consultant shall confirm compliance of subcontractors or subconsultants with all terms and conditions of this Agreement.

ARTICLE 3

Compensation

- 3.1 Time and Material Not to Exceed Fee. The compensation for the complete performance of all of the Services described in Section 1.1 on all of the terms and conditions of this Agreement shall be on a fee basis consistent with the attached schedule, dated [REDACTED]. Except as

otherwise approved in writing by the Client, the proposed fee shall apply.

- 3.2 Reimbursable Expenses. The Client will only reimburse the Consultant for pre-approved reimbursable expenses.
- 3.3 Additional Services. Prior to performing any additional services pursuant to Section 1.3, the parties shall agree on the amount of compensation therefore in writing and the Contract fee shall be adjusted accordingly.
- 3.4 Applications for Payments. The Consultant shall submit monthly invoices to the Client at the address set forth above; "Attention: Morrow County Administrator". The invoice shall be fully supported by documentation reasonably requested by the Client. Any supporting documentation provided with the invoice shall be provided in electronic format and supported by electronic signatures. The Client shall not contest the validity of signatures solely because they are electronic. All undisputed invoices submitted with appropriate documentation shall be paid within thirty (30) days of receipt by the Client.
- 3.5 Audit. The Client shall have the right to inspect or audit the Consultant's books, records, computerized data files or other records pertaining to this Agreement or the performance of the Services to determine whether the Services have been rendered and the invoices have been made in compliance with the terms hereof.
- 3.6 Continuation of Services. The Consultant shall be obligated to carry on the performance of the Services and adhere to the Project schedule during all good faith disputes with the Client. No Services shall be delayed or postponed pending resolution of any disputes except non-payment of undisputed invoices pursuant to Section 3.4 and as further set forth below. The Consultant shall suspend services for non-payment of invoices which are disputed and unresolved within sixty (60) days of receipt of the disputed invoice, or non-payment of undisputed invoices within thirty (30) days of receipt.

ARTICLE 4

Insurance

- 4.1 Insurance Coverages. The Consultant, at its own expense, shall provide and continuously maintain in full force and effect during the term of this Agreement insurance coverage as follows:
 - a. Worker's compensation, occupational disease, employer's liability, disability benefit and other similar employee benefit insurance required by state laws that apply to the Services.
 - b. Comprehensive general liability insurance, including contractual liability, issued under a broad form

comprehensive general liability form with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, including death, and property damage.

- c. Comprehensive automobile liability insurance protection for motor vehicles used by the Consultant either on or away from the Project Site with combined single limit of \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, including death, and property damage. This policy of insurance shall include coverage for all owned, non-owned and hired motor vehicles.
 - d. Professional liability insurance covering errors, omissions or negligent acts in the performance of the Services or lack thereof by the Consultant or its subcontractors, and any physical property damage, injury or death resulting therefrom in the amount of \$2,000,000.
- 4.2 Insurance Coverage Documentation. The Consultant shall, prior to commencing Services under this Agreement, provide to the Client original certificates of insurance for the insurance policies referred to in Section 4.1 hereof and shall provide original certificates of insurance of all policies which are in renewal or replacement thereof upon such renewal or replacement. The certificates of insurance must, at a minimum, state the name of insured(s), the policy periods, coverage limits, and a description of covered matters. Each insurance policy required to be maintained pursuant to this Article shall (i) except with respect to worker's compensation, automobile and professional liability insurance, identify the Client as an additional insured; (ii) be issued by an insurer rated A- or higher in Best's Insurance Manual or equivalent and which is qualified to do business where the Project is located or Services are performed; and (iii) provide that it may not be canceled or non-renewed without at least thirty (30) days prior written notice to the Client.

- 4.3 No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or in equity.

- 4.4 Release and Non-Subrogation. Except with respect to the professional liability insurance described in Section 4.1(d) above, the Consultant on behalf of itself, and any and all of its officers, directors, employees, agents, subcontractors, suppliers and consultants hereby releases the Client from all claims, demands, causes of action, liability, damages, losses, costs and expense due to any act or omission of the

Client which are subject to coverage by one or more of the insurance policies required to be maintained pursuant to this Article, and the Consultant agrees that all insurance policies obtained pursuant to this Article 4 shall contain appropriate provisions whereby the insurance company or companies (i) agrees to the foregoing release of liability and (ii) waives its rights of subrogation with respect to the coverages cited.

ARTICLE 5

Indemnification

- 5.1 **Consultant's Indemnity.** The Consultant agrees to indemnify and hold harmless the Client and its officers, directors, employees, representatives and contractors from and against any and all claims, damages, demands, causes of action, losses, costs and expenses, including reasonable attorney's fees and court and arbitration costs, including claims for bodily injury, illness, disease or death, and physical property damage or loss, arising during, on account of, in connection with or as a result of, the performance of the Services but only to the extent caused by negligent acts, errors or omissions in the performance of the Services under this Agreement by the Consultant, its employees, agents, subcontractors and other persons acting on the Consultant's behalf or under its control. The Consultant shall cause its indemnity obligation under this Section to be insured under the insurance carried pursuant to Section 4.1.
- 5.2 **No Liability for Design, Construction Or Hazmat.** Consultant shall not be held responsible for design defects and does not assume any of the contractual responsibilities or duties of the architect and engineers. The architect and engineers are solely responsible for the project designs and shall perform all design related services in accordance with their contracts. Consultant also does not assume any of the contractual responsibilities or duties of the construction contractors. The construction contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the project and for related performance in accordance with their contracts. Consultant will not be responsible for the presence and/or consequences of any asbestos, PCB's, petroleum, hazardous materials and/or radioactive materials on the project.
- 5.3 **Indemnification by Contractors.** The Client shall require the following language in every agreement with a construction contractor:

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the Client, Hill

International, Inc. and their respective officers, members, officials, consultants, agents, representatives, and employees, in both individual and official capacities (hereafter "Indemnitees") from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, contractor, separate construction managers, attorneys, and other professionals), whether direct, indirect, or consequential arising out of or in connection with this project. The contractor shall name the Client and Hill International, Inc. as additional insureds and provide Hill International, Inc. with a certificate of insurance prior to performance of any work on the project. The contractor's above obligations to the Indemnitees shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under worker's compensation acts, disability benefits or other employee benefit acts, or any insurance policy provided or required in connection with the project.

ARTICLE 6

Ownership of Work Product/Confidentiality

- 6.1 **Ownership of Work Product.** All reports, plans, drawings, specifications, programs, databases, computer disks, CAD drawings, test reports and other work products of every type and character developed or generated by the Consultant or its subcontractors solely and specifically as part of the performance of the Services (the "Work Product") shall be the property of the Client upon payment in full for such Services. Until such payment the Consultant shall have the right to keep and make further copies of the Work Product and to use the Work Product. Except for the validity and accuracy of test procedures and results, any use or reuse of Work Products by the Client without the participation of the Consultant or for purposes other than as intended under this Agreement shall be at the Client's sole risk and without liability to the Consultant.
- 6.2 **Confidentiality.** The Consultant shall not disclose any information which is not otherwise in the public domain concerning the Services or the Project without the Client's consent.

ARTICLE 7

Termination

- 7.1 **Termination for Cause.** The Client may terminate this Agreement by written notice to the Consultant upon the occurrence of any one or more of the following events of default:
- a. if the Consultant fails to perform the Services in accordance with any of the terms and conditions of this Agreement or fails to comply with any other obligation

hereunder and such failure is not cured within ten (10) days of the Consultant's receipt of notice thereof from the Client;

- b. if the Consultant becomes unable to perform the Services;
- c. if the Consultant voluntarily files a petition or if a petition is filed against the Consultant under any Chapter of Bankruptcy Code, or if any similar action is taken seeking relief under any federal or state law relating to bankruptcy or insolvency; if the Consultant makes an assignment of all or any material part of its assets for the benefit of creditors; or if a trustee, receiver or custodian is appointed to take charge of property of the Consultant.

7.2 Remedies. Following a termination of this Agreement pursuant to Section 7.1, the Client may complete all or any portion of the Services. In such case, the Consultant shall not be entitled to receive any further payments until such Services are completed.

7.3 Termination for Convenience. Upon thirty (30) days prior written notice to the other party, the Consultant or the Client may, without cause and without prejudice to any other right or remedy, elect to terminate this Agreement. In such case, the Consultant shall be paid for all Services duly performed up to the date of such termination and such reimbursable expenses as the Consultant has incurred, and other reasonable costs incurred through the date of termination, provided the Consultant would be entitled to the reimbursement of such expenses pursuant to Section 3.2 hereto.

7.4 Cooperation. In the event of the termination of this Agreement for cause, the Consultant shall deliver all Work Product to the Client in accordance with Article 6.1 and cooperate fully with the Client to facilitate an efficient and non-disruptive transition of the Consultants responsibilities to the entity which is to assume such responsibilities. In the event of the termination of this Agreement for convenience, upon payment in full for Services performed by the Consultant, the Consultant shall deliver all Work Product to the Client in accordance with Article 6.1 and cooperate fully with the Client to facilitate an efficient and non-disruptive transition of the Consultants responsibilities to the entity which is to assume such responsibilities.

ARTICLE 8 Miscellaneous

8.1 Notices. Except as expressly provided otherwise herein, all notices, consents, waivers, approvals and other communications shall be in writing and shall be effective upon delivery through certified mail, fax, or electronic mail (e-mail) provided a receipt is obtained, or upon earlier receipt or the third business day following delivery to an overnight delivery service, or upon delivery if by telecopier transmission provided a receipt is obtained, in each case addressed or delivered to the respective parties at their respective addresses or telecopier number set forth below (or at such other addresses or telecopier numbers designated by any party at any time by notice to the other):

if to CLIENT:

Morrow County Administrator
P.O. Box 788
110 N. Court St.
Heppner, OR 97836

if to CONSULTANT:

Hill International, Inc.
One Commerce Square
2005 Market Street, 17th Floor
Philadelphia, PA 19103

With copy to
Aileen Schwartz,
Senior Vice President, Senior Corporate Counsel US &
Privacy Officer
Hill International, Inc.
One Commerce Square
2005 Market Street, 17th Floor
Philadelphia, PA 19103

8.2 Assignment. The Consultant may not assign any of its rights or obligations under this Agreement without the prior written consent of the Client which consent may be withheld in the Client's sole discretion. The Client may assign all or any part of its rights and obligations hereunder with the consent of the Consultant which shall not be unreasonably withheld, provided, however, that such an assignment is to any entity controlling, controlled by or under common control with the Client shall not require the consent of the Consultant.

8.3 Force Majeure. No liability shall attach to either party from failure or delay in performance caused by circumstances which are beyond the control of the party affected thereby, including but not limited to strikes, fire, flood, acts of nature, or inability to maintain material or equipment. In

the event of any delay in performance due to any such circumstances the time for performance shall be extended for a period of time necessary to overcome the effect of such delay. The burden of proof of a force majeure event shall be with the party claiming an excuse for performance.

- 8.4 Independent Contractor. The Consultant shall act solely as an independent contractor in performing the Services and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership or joint venture between the parties. The Consultant and its officers, directors, employees and agents shall in no way be considered to be agents of the Client and, except as specifically set forth in this Agreement, shall have no right or authority to act for the Client; and said parties shall not attempt to enter into any contract, commitment or agreement, nor to incur any debt or liability, of any nature in the name of or behalf of the Client.
- 8.5 Governing Law. The information and performance of this Agreement shall be governed by the laws of the State of Oregon.
- 8.6 Waiver. The Client's or Consultant's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall not be construed to be a waiver of such provisions, rights, remedies or options nor in any way to affect the validity of this Agreement. The exercise by the Client or the Consultant of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options.
- 8.7 Accord and Satisfaction. The making of payment to the Consultant by the Client shall not be deemed an acceptance of any Services not performed in accordance with this Agreement or an acknowledgment that such Services have been performed in accordance with this Agreement.
- 8.8 Entire Agreement. This Agreement constitutes the entire integrated agreement between the parties concerning the performance of services under this Agreement, and any and all prior or contemporaneous promises, representations, agreements or understandings, whether oral or written, between the parties are expressly merged into this Agreement and superseded hereby. Subject to the provisions of Section 8.2, the Agreement shall be binding upon the Client and the Consultant and their respective successors, assigns and legal representatives.
- 8.9 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, it shall be interpreted to the maximum extent feasible so as to avoid such invalidity or unenforceability. If such interpretation

is not possible, then this Agreement shall be interpreted without such invalid provision, and it shall not impair the validity or enforceability of the remainder of this Agreement.

- 8.10 Survival of Provisions. The provisions of Articles 3, 4, 5, 6, 7 and 8 hereof shall survive the termination of this Agreement for any reason and shall be binding and enforceable thereafter in accordance with their respective terms.
- 8.11 Limitation of Liability. In no event shall any officers, directors, partners, agents or employees of either party be personally liable hereunder. Notwithstanding any other provision of this Agreement to the contrary, the Consultant's liability to the Client, except to the extent losses are covered by proceeds of any insurance provided pursuant to Article 4 hereof, arising out of or related to the Consultant's performance of services under this Agreement, whether based in contract (including breach of warranty), tort (including negligence, whether of the Consultant or others), strict liability or otherwise, shall not exceed in the aggregate the greater of: (i) \$50,000.00 or (ii) the total fees paid to the Consultant for services performed under this Agreement. In no event shall the Consultant be liable in contract, tort or otherwise, to the Client for any losses, delayed or diminished profits, revenues or opportunities, losses by reason of shutdown or inability to utilize or complete the Project, or any other incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from the Consultant's performance or failure to perform services under this Agreement. No deductions shall be made from the Consultant's compensation due to any claim by the Client or others not a party to this Agreement. The provisions of this Section 8.11 shall survive the expiration, cancellation or termination of this Agreement.
- 8.12 Litigation as a Non-Party. If the Consultant is brought into litigation on the Project as a **non-party** through (for example) a subpoena for records, deposition request, court directive or otherwise, the Client will pay all costs incurred by the Consultant, in compliance with any subpoena, deposition, court directive or otherwise including, but not limited to, document and records reproduction costs, search and review time, preparation time, appearance time, legal fees incurred, travel and other expenses, at all employees' regular billing rate at the time these costs are incurred.
- 8.13 Availability of Records for Public Inspection. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the

relevant Oregon public record laws. Consultant shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than five (5) years following completion of the contract work. Client shall have the right to timely review all such public records upon request. Consultant shall provide copies of any public records requested by Client within 10 days of Client's request. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The Client's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the Client as a public agency. Client will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CLIENT: Morrow County
MORROW COUNTY BOARD OF COMMISSIONERS

DATED: _____

Jim Doherty
Morrow County Commissioner, Chair

Melissa Lindsay
Morrow County Commissioner

Don Russell
Morrow County Commissioner

CONSULTANT:
Hill International, Inc.

DATED: _____

Authorized Signature

By: Greg Heinz

Title: Vice President

Darrell Green

From: Walker, Matthew <MatthewWalker@hillintl.com>
Sent: Thursday, June 6, 2019 2:39 PM
To: Darrell Green
Cc: McCord, Patrick; Selzer, Debbie
Subject: RE: Owners Rep Agreement
Attachments: 190605 - MOR - Proposal letter.docx; 190509 - MOR - Proposal Attachment B.pdf

Thanks Darrell,

Here is the letter and Attachment B.

Let me know if questions.

Matt Walker, AIA, CCM, DBIA
Vice President
Hill International, Inc.
818 W. Riverside Ave, Ste 400
Spokane, WA 99201
Dir: 509.570.0931
Cell: 509.220.9646
www.hillintl.com

From: Darrell Green <dgreen@co.morrow.or.us>
Sent: Thursday, June 6, 2019 2:20 PM
To: Walker, Matthew <MatthewWalker@hillintl.com>
Subject: RE: Owners Rep Agreement

Hello Matt,

I will present the contract, as presented to you with no additional revisions, to our Board of Commissioners next Wednesday. Once they approve, I will forward it to you for signatures and then they will sign at the Board of Commissioner meeting on June 19th.

Thanks,
Darrell

From: Walker, Matthew <MatthewWalker@hillintl.com>
Sent: Wednesday, June 5, 2019 11:46 AM
To: Darrell Green <dgreen@co.morrow.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>; Selzer, Debbie <DebbieSelzer@hillintl.com>
Subject: RE: Owners Rep Agreement

Darrell,

Hill is OK with leaving the language in the contract.

Thanks

Matt Walker, AIA, CCM, DBIA
Vice President

Hill International, Inc.
818 W. Riverside Ave, Ste 400
Spokane, WA 99201
Dir: 509.570.0931
Cell: 509.220.9646
www.hillintl.com

From: Darrell Green <dgreen@co.morrow.or.us>
Sent: Tuesday, June 4, 2019 3:32 PM
To: Walker, Matthew <MatthewWalker@hillintl.com>
Cc: Justin Nelson <jnelson@co.morrow.or.us>
Subject: Owners Rep Agreement

Hello Matt,

In speaking with County Counsel, we strongly feel section 4.3 should remain in the contract. We appreciate your consideration in this matter.

Thank you,

Darrell J. Green
Morrow County Administrator
(541) 676-2529
P.O. Box 788
110 N. Court St.
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4f

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

Presenter at BOC: Justin Nelson / Debbie Peck
Department: District Attorney Child Support
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5627
Requested Agenda Date: 6/12/2019

DEPARTMENT OF JUSTICE COOPERATIVE AGREEMENT CHILD
SUPPORT SERVICES- DA Office Funding

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 Cooperative Agreement between the state and Morrow County expires June 30, 2019. The Morrow County District Attorney Office receives State funding to help support a child support enforcement employee, Debbie Peck. This agreement is a renewal of prior agreement in 2015.

In 2015 the ODAA tasked a workgroup to work with DOJ to overhaul and update the intergovernmental agreement, which had not happened for some years. At that time, there were a number of updates necessary to bring the agreements into compliance with state and federal security regulations, for instance, and for federal reporting changes, and also some reordering was made in the document. Otherwise, substantively the agreement stayed much the same as prior agreements.

The 2019 version is essentially the same as the 2015 agreement. The 2019 updates are very minor, focusing on federal requirements related to data security, some details related to use of federal funds, and updating child support automated system references from the former CSEAS mainframe to the server-based Origin system.

I have attached the proposed 2019 agreement and the 2015 agreement.

2. FISCAL IMPACT:

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

Move to approve the 2019 Department of Justice Cooperative Agreement Child Support Services, allowing the chair to sign on behalf of the Board of Commissioners.

Attach additional background documentation as needed.

AGREEMENT #19301

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice (“Department”), Morrow County (“Subrecipient”), and the District Attorney for Morrow County (“DA”).

RECITALS

1. ORS 180.345 sets forth, in relevant part:

(1) The Department of Justice is responsible for the administration, supervision and operation of the program authorized by Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.), hereinafter the Child Support Program. The Administrator of the Division of Child Support of the Department of Justice is the Child Support Program Director for the State of Oregon.

(2) The Department of Justice, by and through the director, may:

(a) Enter into cooperative agreements with appropriate courts, law enforcement officials, district attorneys, Indian tribes or tribal organizations and state agencies to provide assistance in carrying out Child Support Program services and any other matters of common concern[.]

2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan (“Federal Financial Participation”).

3. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services (“the State Plan”) in accordance with Title IV-D of the Social Security Act.

4. ORS 180.345(2) and ORS 25.080(7) authorize Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA’s implementation of its child support services in accordance with applicable federal law.

5. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.

6. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA’s implementation of its child support services in accordance with applicable federal law and to provide for the Department’s subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. **Effective Date and Term.** This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2023 (“Expiration Date”).

2. **Grant.**

a. **Base Grant.** In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

b. **Incentive Funding.** In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

c. **General Fund Appropriation.** In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. **Funds Availability.** The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2019, and ending on June 30, 2023 (Funds Availability Period).

3. **Disbursement and Recovery of Grant Moneys.**

a. **Disbursement Generally.**

i. **Base Grant.** Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2019 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. If an invoice is submitted less frequently than quarterly, the disbursement payment may be delayed until the next quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-

authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

(a) Incentive disbursements must be used within five years from the Grant year or remaining balances will be used within the Program. Subrecipient is notified each quarter of its unclaimed incentive amounts.

(b) Subrecipient cannot request a disbursement of incentives in an amount that is greater than qualified expenses in that quarter.

(c) In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating Subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, disallowed, or unsupported as part of a federal or state audit or review. Funds will be recovered from the next disbursement or as mutually agreed by parties. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of

Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. Personal Services: Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 45 CFR Part 75, Subpart F (audit requirements) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. Materials and Contracted Services: The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. Administrative Costs: Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) is used. The de minimis for this purpose is defined as 10% of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000.

As described in §75.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. Capital Outlay: The cost of equipment or furniture with a unit cost in excess of \$5,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost

during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. Incentive Funding. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 45 CFR Part 75, Subpart F (audit requirements).

5. Records Maintenance, Audit, Access, and Confidentiality.

a. Maintenance of Records. Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 45 CFR Part 75, Subpart F. Subrecipient shall comply with 45 CFR Part 75, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a.) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child

Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 45 CFR Part 75, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. Site reviews are scheduled on an 18 month rotation. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities and may require a more frequent site review schedule.

g. Non-Disclosure and Confidentiality Obligations. Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

i. Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.

ii. Performing criminal background checks on each employee and agent who perform services under this agreement.

h. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient

and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a. is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a. is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Policy and Procedure Coordination. Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affects the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal "Truth in Lobbying Act" (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department's federally certified Child Support System, ("Origin") or any federally certified successor system, via a mutually agreed connection, for computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with Origin access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to Origin; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access Origin, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using Origin programs and information in the database, including support for generation of automated forms, printer connectivity, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access Origin and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in Origin. Department's obligation to provide the DA and Subrecipient with access to Origin is subject to satisfaction of each of the following conditions precedent:

- (a) Origin is operational.
- (b) Provision of such access will not degrade the service provided to other users of Origin.
- (c) Subrecipient assumes the reasonable cost of providing the information systems and database service.
- (d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), computer terminals, printers, and other ancillary information technology equipment, necessary to access Origin, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in Origin to authorized Subrecipient and DA personnel who have a need to access Origin to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in Origin is compatible with Origin computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. **Safeguards for Protecting Federal Tax Information.** In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities, specifically “Exhibit 7”, attached hereto as Exhibit B.1, and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075. For purposes of this Section 6(c)(ii), references in Exhibit B.1 to “Contract” are to this Agreement and references to “Contractor” are to Subrecipient and DA, collectively.

iii. **Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information.** In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process National Directory of New Hires, Federal Parent Locator Service, and child support confidential information. Child support confidential information includes, but is not limited to, an individual’s Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

iv. **Safeguards for protecting Personal Identifiable Information (PII).** In operating the Program, Subrecipient and DA shall comply with the security and notification requirements set forth in the Oregon Consumer Identity Theft Information Act ORS 646A.600-622 regarding entities that own, license, maintain, store, manage, collect, process, acquire or otherwise possess personal information, and for vendors that provide services to covered entities. Confidential information includes, but is not limited to, an individual’s Social Security number, residential and mailing addresses, employment information, financial information, and online account information as set forth in ORS 646A.602

v. **Incident Response.** Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at ChildSupportIncidentResponse@doj.state.or.us.

7. **Department Obligations.** In addition to Department’s obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal Office of Child Support Enforcement (“OCSE”) with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

e. Based on and to the extent of information entered into Origin computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

j. Develop, monitor and certify annual training requirements for Subrecipient and DA staff who perform services under this agreement.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into Origin.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

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

acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

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

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the

authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. DA Termination. After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. Subrecipient Termination. After consultation with DA, Subrecipient may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and DA;

ii. Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b and 12.c.

b. Final Incentive Award. In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

c. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

a. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Director, Oregon Child Support Program &
Division of Child Support
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient and DA:

Morrow County District Attorney
P.O. Box 664
Heppner, Oregon 97836

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

invalid.

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

d. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

e. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

f. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

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

g. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

h. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

i. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledge that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

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

k. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

l. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

m. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

n. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

o. Contractor or Subrecipient Determination

In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

Recipient is a subrecipient; OR Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Program No 93.563

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

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By: _____
Frederick M. Boss
Deputy Attorney General

Date: _____

MORROW COUNTY

By MORROW COUNTY GOVERNING BODY

By: _____
Jim Doherty
Morrow County Commissioner

Date: _____

DA

By: _____
Justin Nelson
Morrow County District Attorney

Date: 6/7/2018

Approved for legal sufficiency in accordance with ORS 291.047:

/s/ Sam Zeigler, per email dated 4/23/19
Assistant Attorney General Date

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110 or 416 or ORS 419B or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

1. The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: a) the State Plan; (2) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (3) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
2. Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
3. Subrecipient and DA shall comply with the following non-discrimination requirements:
 - a. Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - i. Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
 - ii. Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
 - b. Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.d, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Subrecipient and DA shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, and EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR 32.100 to 32.145, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, 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.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 Subrecipient shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Subrecipient and DA 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 Subrecipient's and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. 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.

6. Resource Conservation and Recovery. Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 45 CFR Part 75, Subpart F.

8. Debarment and Suspension. Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR Part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures, facilities, and in the conduct of all activities, services and training associated with the Program.

10. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App 3901 et. seq.).

12. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, "Contractor 45-Day Notification Procedures," Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a "Contractor 45-Day Notification" letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075. Exhibit 7 language from the 2016 IRS Publication 1075 is incorporated under Exhibit B.1 of this Agreement.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

**EXHIBIT B.1
PUBLICATION 1075 EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES - FEDERAL TAX INFORMATION
(FTI) SECURITY**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) [RESERVED]

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

EXHIBIT B.2

GENERAL TERMS AND CONDITIONS MANDATORY FORMULA, BLOCK and ENTITLEMENT GRANT PROGRAMS

Except as noted otherwise, these Terms and Conditions apply to all mandatory grant programs administered by the Administration for Children and Families (ACF), see Appendix A. Please also review the separate program-specific Addendum to these Terms and Conditions applicable to each program.

By acceptance of the individual awards, each grantee agrees to comply with these requirements. Failure to comply may result in the loss of Federal funds and may be considered grounds for the suspension or termination of the grant.

ADMINISTRATIVE REQUIREMENTS

1. These programs are governed by the following Federal regulations:
 - 2 CFR Part 376 – Nonprocurement Debarment and Suspension;
 - 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance);
 - 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
 - 45 CFR Part 30 – Claims Collection;
 - 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards;
 - 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - 45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
 - 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - 45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
 - 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - 45 CFR Part 93 – New Restrictions on Lobbying;
 - 45 CFR Part 95 – General Administration – Grant Programs;
 - 45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities.

2. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the mandatory grant programs:

- Section 507: “Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
- Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

3. *Drug-Free Workplace Requirements.* In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the “Drug-Free Workplace Act of 1988,” all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382.)

4. *Smoking Prohibitions.* In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

5. *Religious Activity Prohibitions.* Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR Part 87.)

6. *Lobbying Prohibitions.* Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)

7. *Same-Sex Marriage Provisions.* In accordance with the decision in United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “marriage,” HHS does not mean

registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. *Human Trafficking Provisions.* These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

9. *Transparency Act Requirements.* Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. (NOTE: This requirement became applicable to all mandatory grant programs July 1, 2011.)

10. *Federal Awarding Agency Review of Risk Posed by Applicants.* As required by 2 CFR 200 of the Uniform Guidance and HHS implementing regulations (45 CFR Part 75) effective January 1, 2016, ACF is issuing guidance to implement the mandatory disclosures provision at 45 CFR 75.113. ACF is required to review and consider any publicly available information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), <https://www.fapiis.gov> (45 CFR 75.205(a)(2)). Before making any award in excess of the simplified acquisition threshold (currently \$150,000) over the period of performance (45 CFR 75.2), an applicant may review and comment on any information about itself that a federal awarding agency has previously entered into FAPIIS. ACF will consider any comments by the applicant, in addition to other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal Awarding Agency Review of Risk Posed by Applicants (http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1205&rgn=div8).

11. *Construction Prohibitions.* Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

SUB-RECIPIENTS UNDER GRANTS

12. Grantees are required to determine recipient type when sub-granting or contracting using Federal funds. In accordance with the standards set in 45 CFR 75.351, the determination is based on the substance of the relationship with the grantee, rather than the form of the agreement.

- The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a *subgrantee* and is subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Determines who is eligible to receive what Federal financial assistance;
 - b. Has its performance measured against whether the objectives of the Federal program are met;
 - c. Has responsibility for programmatic decision making;
 - d. Has responsibility for adherence to applicable Federal program compliance requirements;
 - e. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
- The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a *vendor or contractor* and is not subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Provides the goods and services within normal business operations;
 - b. Provides similar goods or services to many different purchasers;
 - c. Operates in a competitive environment;
 - d. Provides goods or services that are ancillary to the operation of the Federal program;
 - e. Is not subject to compliance requirements of the Federal program.

13. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.) Grantees must include a similar term and/or condition for all sub-awards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grantee must consult the ineligible parties list to ensure that organizations under funding consideration are not ineligible. The list is available on the System for Award Management website: <https://www.sam.gov>.

14. Each grantee is responsible for monitoring grant, sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 75.342.)

15. Each grantee is required to advise sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the grantee. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75.

- Cost principles for non-profit organization and educational institution sub recipients are found at 45 CFR Part 75 Subpart E.
- Cost principles for commercial vendor or subcontractor sub recipients are found at 48 CFR Part 31.

16. Grantees must ensure that any non-Federal sub-recipient that expends Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F.

NON-FEDERAL SHARE OF PROGRAM FUNDING

17. For some mandatory grant programs, the grantee is required to provide a portion of program funding, as specified in Federal law.

- In most instances, all of the non-Federal share of funding for these programs will be appropriated specifically for that purpose by a State legislature or provided through other grantee funding sources;
- Third party in-kind contributions may not be used as the non-Federal share of any program expenditure, unless specifically allowed for that purpose in the Federal statute applicable to that program;
- Donated funds may be used as the non-Federal share under the following conditions:
 - a. The donor may specify the activities to be supported by the donation, but may not be a sponsor or operator of the specified activity. Any specified activity must be an allowable expense under all applicable laws, regulations and policies governing these programs;
 - b. The donor may specify the geographic area in which the specified activity is to be provided;

FINANCIAL REPORTING

18. *Periodic Reports.* Grantees are required to file periodic financial reports either quarterly, semiannually or annually for each program, in accordance with specific program requirements.

19. *Required Online Reporting.* All periodic financial reports for all mandatory grant programs must be submitted electronically through the ACF Online Data Collection (OLDC) system. Grantees must not submit duplicate copies either by mail, by fax or as an email attachment of any reports submitted through

OLDC. (NOTE: See ACF Office of Grants Management Action Transmittal, OGM-AT-13-01, issued September 25, 2013.) Beginning FY 2016, the ACF requires submitting financial reports SF-425 only, through PMS in a consolidated single reporting system. Both, the cash transaction (Lines 10 a, b and c) and the expenditures, obligations and liquidations (Lines 10 d through 10 o).

20. ***Obligation Deadline.*** Unless superseded by program-specific statute or regulations or by other ACF program-specific policies, it is Office of Grants Management policy that the deadline for obligating Federal funds for mandatory grant programs is last day of the fiscal year following the fiscal year for which the award is issued. Example: Funds for an award issued for Fiscal Year 1 must be obligated no later than the final day (September 30) of Fiscal Year 2.

21. ***Liquidation Deadline.*** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.309(b), the deadline for liquidating Federal funds is 90 days after the end of the funding (project) period. For awards issued on an annual fiscal year basis, this deadline will be **December 30** – 90 days following the end of the fiscal year on September 30.

22. ***Report Submission Deadline.*** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.341, the deadline for submitting the required Federal reporting form varies based on the frequency of the award. For programs with awards issued on a quarterly basis, the deadline is 30 days after the end of each quarter (i.e., by January 30, April 30, July 30 and October 30). For programs with awards issued on an annual fiscal year basis, the deadline is 90 days after the end of each fiscal year (i.e., by December 30). (See “Required Online Reporting” above.)

GRANT PAYMENTS

23. Payments (cash drawdowns) under these grants will be made through the Department of Health and Human Services’ Payment Management System (PMS). The State must comply with requirements imposed by the PMS online system. Please direct any questions concerning grant payments or audit inquiries to the payment management services office. (See “Important Addresses” below).

IMPORTANT ADDRESSES

- Financial Office: Administration for Children and Families
Office of Grants Management
Division of Mandatory Grants
330 C Street, SW Mailstop 3127
Washington, DC 20201
Fax: (202) 401-5644

 - Payment Office: U.S. Department of Health and Human Services
Payment Management Services
Payment Management System (PMS)
PO Box 6021
Rockville, Maryland 20852
- Contact: PMS Help Desk
Phone: (877) 614-5533
Internet site: <http://www.dpm.psc.gov>

IMPORTANT NOTE: The *Office of the Inspector General* of the *U.S. Department of Health and Human Services* maintains the *OIG Hotline*, a system for reporting allegations of fraud, waste, abuse and mismanagement In Department of Health and Human Services’ programs, your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the Internet web site is secure and General Terms and Conditions Mandatory all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

OIG Hotline

- Phone: 800-HHS-TIPS
- Online: oig.hhs.gov/report-fraud

Appendix A Mandatory Grant Programs – Administration for Children and Families

Administration of Children, Youth and Families

1. Abstinence Education (Title V of the Social Security Act)
2. Adoption Assistance (Title IV-E of the Social Security Act)
3. Adoption Incentive Payments (Title IV-E of the Social Security Act)
4. Chafee Education and State Vouchers (Title IV-B of the Social Security Act)
5. Chafee Foster Care Independence (Title IV-B of the Social Security Act)
6. Child Abuse and Neglect (CAPTA – Child Abuse Prevention and Treatment Act)
7. Children’s Justice Act
8. Community-Based Family Resource (CAPTA – Child Abuse Prevention and Support and Treatment Act)
9. Family Violence Prevention and Services
10. Foster Care (Title IV-E of the Social Security Act)
11. Guardianship Assistance (Title IV-E of the Social Security Act)
12. Personal Responsibility Education (Title V of the Social Security Act)
13. Promoting Safe and Stable Families (Title IV-B of the Social Security Act)
14. PSSF Caseworker Visitation (Title IV-B of the Social Security Act)
15. State Court Improvement – Basic (Title IV-E of the Social Security Act)
16. State Court Improvement – Data (Title IV-E of the Social Security Act)
17. State Court Improvement – Training (Title IV-E of the Social Security Act)
18. Statewide Domestic Violence Coalition (FVPSA – Family Violence Prevention and Services Act)
19. Stephanie Tubbs Jones Child Welfare Social Services (Title IV-B of the Social Security Act)

Office of Child Care

20. Child Care Development Fund – Mandatory and Matching
21. Child Care Development Fund – Discretionary
22. Tribal Construction

Office of Community Service

23. Community Service Block Grant
24. Low Income Home Energy Assistance
25. Low Income Home Energy Assistance – Leveraging
26. Low Income Home Energy Assistance – Residential Energy Assist Challenge
27. Social Services Block Grant

Office of Child Support Enforcement

28. Child Support Enforcement – States (Title IV-D of the Social Security Act)
29. Child Support Enforcement – Tribes (Title IV-D of the Social Security Act)
30. State Access and Visitation (Title IV-D of the Social Security Act)

Office of Family Assistance

31. Native Employment Works (Title IV-A of the Social Security Act)
32. Temporary Assistance for Needy Families – States (Title IV-A of the Social Security Act)
33. Temporary Assistance for Needy Families – Territories (Title IV-A of the Social Security Act)
34. Temporary Assistance for Needy Families – Tribes (Title IV-A of the Social Security Act)

35. Temporary Assistance for Needy Families – Contingency

(Title IV-A of the Social Security Act)

Office of Refugee Resettlement

36. Cash and Medical Assistance

37. Social Services

38. Cuban / Haitian Entrants

39. Services to Elderly Refugees

40. Targeted Assistance



Oregon Department of Justice

ELLEN ROSENBLUM, Attorney General
FREDERICK BOSS, Deputy Attorney General

Division of Child Support

1162 Court St NE
Salem, OR 97301
Telephone: (503) 947-4388
FAX: (503) 947-2578
TTY: (800) 735-2900
oregonchildsupport.gov

April 15, 2019

Morrow County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant

Fiscal Year: July 1, 2017 – June 30, 2018

Catalog of Federal Domestic Assistance (CFDA): Program No 93.563

Federal Award Identification: 1804ORCSES

45 Code of Federal Regulations (CFR): Parts 300 through 308

Grant Agency: United States Department of Health and Human Services

Period of Performance Start and End Date: From October 1, 2017 to September 30, 2018

Award is not Research and Development (R&D)

Indirect Cost Rate: per CFR 75.414 (de minimus rate is 10% of wages, not including overtime, benefits or shift premiums.)

Single Audit Threshold: \$750,000

*Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.
Indicate your county name in each section of the form as provided.
Return no later than May 31, 2019, to the address above or via electronic copy to CSPInvoicing@doj.state.or.us.*

Section A: If all the statements are true, sign and date the certification, then skip to Section C.

Section B: Complete this section if there were findings with your single audit or it has not yet been completed, then go to Section C.

Section C: All subrecipients must complete this section. The information is used in connection with the Oregon Child Support Program subrecipient review and monitoring process.

Section D: All subrecipients must complete this section pursuant to the Fiscal Federal Funding Accountability and Transparency Act.

If you have questions about this form or required documents, please contact:

Kate Ahmad | 503-947-4361 | katherine.ahmad@doj.state.or.us

SECTION A

County MORROW

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, 2018 all of the following three statements are true:

- Financial statements received an unqualified opinion from our independent certified public accountants; and

- The administration of our federal projects has been audited in accordance with CFR Title 45 part 75, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

- There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Katherine King
Printed Name

Katherine King
Signature

Finance Director
Title

5/30/2019
Date

SECTION B

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30 2018:

- We have completed our CFR Title 45 part 75 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.

- There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.

- We have not completed our CFR Title 45 part 75 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):

- Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 45 part 75, single audit.

Printed Name

Signature

Title

Date

SECTION C

County Morrow

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. On-site visits and this annual questionnaire are a few of the monitoring activities commonly used by the Program. The Program is often able to avoid visiting each site annually when subrecipients respond to each question and supply explanations as required. At times, some sites will require annual visits. If your office is scheduled to receive an on-site visit, you will receive additional information at least 30 days prior to our arrival. Whether or not you are scheduled for an onsite review, the following questionnaire must be completed and returned to the Program by May 31, 2019.

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with CFR 45 (Child Support Code of Regulations).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any facility change, major office reconfiguration, remodel costs, or projects have been preapproved by the Program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Financial records are retained for a period of 3 years after the close of each annual grant. The CSP grant is open for 2 years after the closing date, resulting in five years total retention.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
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A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the Program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
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Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Property and equipment inventory records are maintained including description, serial number, acquisition date and cost, and disposal date and cost.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Adequate maintenance procedures keep the property in good condition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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When electronic equipment is disposed of, all information is wiped from any hard drives or the hard drive is destroyed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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When assets are disposed of, any income is reported to the Program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
------------------------	-----	----	-----	--------------------------------------

All Program income is declared on the grant expenditure reimbursement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
request as either a reduction of expense or as income.				

CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the Program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to assure that services were rendered.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Debbie Peck
Prepared By

4/17/2019
Date

Debbie Peck, SEO
Signature of County Child Support Program Representative

4/17/2019
Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 15, 2019

Section D:

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Oregon Child Support Program (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DCS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DCS detailing which of the below statements it cannot certify and why.

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

<u>Subrecipient Information</u>		<u>Morrow County</u> <small>Legal Name of Subrecipient</small>	
<u>100 N. Court Street</u> <small>Street Address</small>	<u>Heppner</u> <small>City</small>	<u>OR</u> <small>State</small>	<u>97836</u> <small>Zip</small>

<u>FFATA Contact # 1</u>	
Name	_____
Email	_____
Phone	<u>541-676-5615</u>

<u>FFATA Contact # 2</u>	
Name	_____
Email	_____
Phone	_____

ZIP Code: 9-digits Required www.usps.com

9	7	8	3	6	0	3	3	8
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DUNS Number: 9-digits Required <http://fedgov.dnb.com/webform>



State of Oregon Tax Identification Number (TIN) 9 Digits

0	2	1	2	0	4	8	6	5
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Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 15, 2019

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Justin Nelson

Printed Name of Authorized Representative

Signature of Authorized Representative

District Attorney

Title of Authorized Representative

6/4/2019

Date

AGREEMENT #15434

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice ("Department"), Morrow County ("Subrecipient"), and the District Attorney for Morrow County ("DA").

RECITALS

1. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services ("the State Plan") in accordance with Title IV-D of the Social Security Act.
2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan ("Federal Financial Participation").
3. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.
4. ORS 25.080(6) requires Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA's implementation of its child support services in accordance with applicable federal law.
5. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(6) to provide for DA's implementation of its child support services in accordance with applicable federal law and to provide for the Department's subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. **Effective Date and Term.** This Cooperative Agreement ("Agreement") shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2019 ("Expiration Date").

2. **Grant.**

a. **Base Grant.** In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act ("Federal Financial Participation") to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act ("State Plan"), an amount (the "Base Grant") no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by "Program".

b. **Incentive Funding.** In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the "Incentive Funding") equal to Subrecipient's share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient's share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as "Grant."

c. **General Fund Appropriation.** In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount ("General Fund Funding") equal to Subrecipient's share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient's share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. **Funds Availability.** The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2015, and ending on June 30, 2019 (Funds Availability Period).

3. **Disbursement and Recovery of Grant Moneys.**

a. **Disbursement Generally.**

i. **Base Grant.** Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2015 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department's receipt of Subrecipient's invoice for that quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. **Incentive Funding.** In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

iii. **General Fund.** In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. **Conditions Precedent to Disbursement.** Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. **Recovery of Grant Moneys.** In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, or disallowed as part of a federal or state audit or review. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. **Use of Grant Moneys.**

a. **Base Grant.** The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from funds other than those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs

are those defined in 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. **Personal Services:** Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. **Materials and Contracted Services:** The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. **Administrative Costs:** Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan, an amount equal to not more than 10 percent of the straight time salary or wages paid by Subrecipient or DA to employees for work directly related to the Program.

iv. **Capital Outlay:** The cost of equipment or furniture with a unit cost of \$5,000 to \$25,000, and the cost of equipment or furniture with a unit cost in excess of \$25,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. **Incentive Funding.** The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 2 CFR Part 200, Subpart F (audit requirements) and 2 CFR Part 225 (OMB Circular A-87).

5. Records Maintenance, Audit, Access, and Confidentiality.

a. **Maintenance of Records.** Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the

generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 2 CFR Part 200, Subpart F. Subrecipient shall comply with 2 CFR Part 200, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 2 CFR Part 200, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 2 CFR Part 200, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the

United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities.

g. **Confidentiality.** In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. **Federal Coordination.** The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. **Policy and Procedure Coordination.** Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affect the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal "Truth in Lobbying Act" (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department's federally certified Child Support Enforcement Automated System ("CSEAS") or any federally certified successor system, via a mutually agreed connection, for

computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with CSEAS database access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to the CSEAS database; related and necessary software assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access the CSEAS database, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using the CSEAS data system programs and information in the database, including support for generation of automated forms, printer connectivity, RACF administration, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access the CSEAS computerized database and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in the CSEAS database. Department's obligation to provide the DA and Subrecipient with access to CSEAS is subject to satisfaction of each of the following conditions precedent:

(a) The State Data Center, operated by Oregon Enterprise Technology Services and housing the CSEAS database, is operational.

(b) Provision of such access will not degrade the service provided to other users of the CSEAS database.

(c) Subrecipient assumes the reasonable cost of providing the information systems and database service.

(d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), the computer terminals, printers, and other ancillary information technology equipment, necessary to access CSEAS, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in CSEAS to authorized Subrecipient and DA personnel who have a need to access CSEAS information to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in the CSEAS database is compatible with the CSEAS computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. **Safeguards for Protecting Federal Tax Information.** In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075.

iii. **Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information.** In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process FPLS and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

7. **Department Obligations.** In addition to Department's obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

- a. Act as the liaison to federal office of Child Support Enforcement (“OCSE”) with respect to the Oregon Child Support Program activities in Oregon.
- b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.
- c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.
- d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.
- e. Based on and to the extent of information entered into the CSEAS computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.
- f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,
- g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.
- h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.
- i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

- a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).
- b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.
- c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into CSEAS.

9. Subrecipient and DA Default.

- a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

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

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

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

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. **DA Termination.** After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. Subrecipient Termination. After consultation with DA, Subrecipient may terminate this Agreement:

- i.** Upon at least 90 calendar days advance written notice to Department and DA;
- ii.** Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;
- iii.** Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or
- iv.** Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b.

b. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting

machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Oregon Child Support Program Director
Department of Justice
Division of Child Support
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient:

Morrow County Judge
Terry K. Tallman
PO Box 664
Heppner, Oregon 97836

Notices to DA:

Morrow County District Attorney
Justin W. Nelson
PO Box 664
Heppner, Oregon 97836

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

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

c. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

d. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each

expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

e. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

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

f. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

h. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

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

j. **Independent Contracting Parties.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

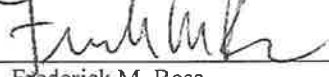
k. **Force Majeure.** No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

l. **Responsibility for Employees, Officers, and Agents.** Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

m. **Remedies not Exclusive.** The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.


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

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By: 
Frederick M. Boss
Deputy Attorney General
Date: 7-15-15

MORROW COUNTY

By: MORROW COUNTY GOVERNING BODY

By: 
Name: Terry K. Tallman
Title: Morrow County Judge
Date: 7-1-15

Attest:

Morrow County Clerk



DA

By: 

Name: Justin W. Nelson

Title: Morrow County District Attorney

Date: 6/29/2015

Approved for legal sufficiency in accordance with ORS 291.047:

/s/ Keith Kutler, per email dated 6-4-15

Assistant Attorney General Date



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

(For BOC Use)
Item #
49

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

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

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: 06-12-2019

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

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

Reviewed By:

Carla McLane 06062019 Department Director Required for all BOC meetings
[Signature] 6/12/19 Administrator Required for all BOC meetings
[Signature] 6/12/19 County Counsel *Required for all legal documents
[Signature] Finance Office *Required for all contracts; other items as appropriate.
[Signature] 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 Planning Commission bylaws have been reviewed and updated by the Planning Department staff and Planning Commission, reviewed by County Counsel, and then signed by the Planning Commission Chair and Vice-Chair. They are now ready for signature by the Board of Commissioner's.

2. FISCAL IMPACT:

None identified or anticipated.

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

"I move approval of the Bylaws for the Morrow County Planning Commission adopting them this 12th day of June, 2019."

Attach additional background documentation as needed.

BYLAWS

MORROW COUNTY PLANNING COMMISSION

WHEREAS, the Morrow County Planning Commission wishes to adopt BYLAWS in order to provide RULES AND PROCEDURES for its members, meetings, and activities. Therefore, the Commission hereby adopts the following, repealing the bylaws adopted on August 22, 2007:

ARTICLE I - Membership

Section 1. Membership of the Planning Commission shall consist of nine members appointed by the Morrow County Board of Commissioners in accordance with ORS 215.030.

Section 2. It shall be the policy of this Commission to recommend to the Board of Commissioners that any members are replaced if they have unexcused absences at three consecutive meetings.

Section 3. Planning Commission membership shall consist of one four year term of office and a Commission member may be reappointed at the discretion of the Board of Commissioners without term limitation.

ARTICLE II - Officers and Duties

Section 1. The Commission, at its regular January meeting, shall elect a chair and vice-chair from its membership.

Section 2. The duties and powers of the officers of the Planning Commission shall be as follows:

A. Chair:

- (1) Preside at all meetings of the Commission.
- (2) Call special meetings of the Commission in accordance with the bylaws.
- (3) Sign documents of the Commission.
- (4) Conduct all meetings in accordance with State laws, County ordinances, and the bylaws.

B. Vice-Chair:

- (1) During the absence, disability, or disqualification of the chair, the vice-chair shall exercise or perform all the duties and be subject to all the responsibilities of the chair.
- (2) The vice-chair shall succeed the chair if the office is vacated before the term is completed. The vice-chair is to serve the unexpired term of the vacated office. A new vice-chair shall be elected at the next regular meeting.

ARTICLE III - Meetings

Section 1. All meetings and hearings of the Commission shall be conducted in accordance with ORS 192.610-690. Hearings shall be advertised as required by law and these rules.

Section 2. The number of meetings per month and a schedule of meeting dates shall be established in December for the following year. That schedule can be altered or changed at any regularly scheduled meeting by majority vote of the Planning Commission. Any such meeting may be canceled by the consent of the majority of members at a previous meeting, or at the direction of the chair or vice-chair not less than 24 hours before the time established for such meeting. Planning staff may also initiate the cancellation of a Planning Commission meeting based on inclement weather or other extenuating circumstances, with approval of either the Chair or Vice-Chair.

Section 3. Special Meetings may be held by vote of the majority of the members.

Section 4. A quorum shall consist of a simple majority of all the members of the Commission, five members of the nine member Commission, and no action may be taken by the Commission except by the affirmative vote of a majority of the quorum.

Section 5. Each member of the Commission shall conduct themselves in accordance with ORS Chapter 244 Government Standards and Practices.

Section 6. The Planning Department shall keep minutes of the Commission's proceedings. Such minutes shall reflect the vote of each member when there is not a unanimous vote. Abstentions shall also be acknowledged in the minutes with a reason for the abstention.

Section 7. Matters referred to the Commission by the Board of Commissioners shall be placed on the calendar for consideration and action at the first meeting of the Commission after such referral.

Section 8. Robert's Rules of Order shall govern the proceedings of the Commission in all cases not otherwise provided for in these bylaws.

ARTICLE IV - Orders of Business

Section 1. The public hearing procedure will be done in accordance with the Morrow County Zoning Ordinance.

ARTICLE V - Committees

Section 1. The Commission may designate and provide for such committees as may be necessary to advise the Commission in carrying out the Commission's duties.

Section 2. The Commission may define the duties of such committees that are appointed. It shall be the privilege of the committee to select the committee chair.

Section 3. Ad hoc and/or standing committees shall automatically dissolve after one year unless reappointed by the Commission.

**Article VI - Planning Department
Responsibilities to the Planning Commission**

Section 1. It shall be the responsibility of the Planning Department to:

- (1) Keep the minutes of all meetings of the Commission in an appropriate manner.
- (2) Receive and process land use applications.
- (3) Prepare and send all notices required by law or the Bylaws.
- (4) Prepare the agenda for all meetings of the Commission.
- (5) Be the custodian of Commission records.
- (6) Inform the Commission of correspondence relating to business of the Commission and attend to such correspondence.
- (7) Prepare Commission correspondence when directed.
- (8) Handle funds allocated to the commission in accordance with County regulations.
- (9) Conduct other such Commission business as required or directed.

ARTICLE VII - Amendments


These Bylaws may be amended by action of the commission at any regular or special meeting, provided that notice of said proposed amendment is given each member in writing at least five (5) days prior to said meeting.

Adopted this _____ day of _____, 20__

MORROW COUNTY PLANNING COMMISSION



Jeff Wenholz, Chair



Miffin Devin, Vice-Chair

BOARD OF COMMISSIONERS

Jim Doherty, Commissioner, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to form:

County Counsel

Item #4h

Return to: MORROW COUNTY PUBLIC WORKS
365 West Highway 74
P.O. Box 428
Lexington, Oregon 97839
Phone: (541) 989-9500



APPLICATION #: 001
COUNTY ROAD #: 689
ROAD NAME: OLSON Road

Applicant Mailing Address
Umatilla Electric Coop
Name (Business Name, Attn: Name)
PO Box 1148, 750W Elm Ave
Mailing Address (Street/Post Office Box)
Hermiston Oregon 97838
City, State, Zip Code
1-541-564-4379
Phone Number

APPLICATION FEE:
(CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)

PAYMENT RECEIVED:
06-10-2019 - \$0 - ME
(Date Payment Received - Amount Received - Initials)

APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)

Please fill out this form completely in ink (Blue or Black) or type.

We, Umatilla Electric Coop 750W Elm Ave Hermiston Or 97838 WO# 1103787
(Name - Individual/Business) (Physical Address) (Work Order Number)

hereby request permission either to locate within County Road right of way or cross
Morrow County road Olson Road at 0.57 miles from nearest
(Name of County Road) (Miles)

interstecction with road Wilson Road 09 4N 25E
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Underground Electric of 12.47 KV, Center Line N/A distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)

from R/W line 4' minimum depth of line or pipe, E-W, North X side of road.
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 ME
(Initial)

Page 2 ME
(Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: Monte Ellis
(Signature of Authorized Permittee)

DATE: 6-6-2019
(Date Signed)

State of <u>OR</u>
County of <u>Umatilla</u>
This instrument was acknowledged before me on <u>June 6</u> , 20 <u>19</u>
by <u>Monte Ellis</u>
<u>Margaret Vilate Castellanos</u> Notary Public - State of <u>OREGON</u>

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: _____
(Assistant Road Master)

DATE: _____
(Date Signed)

APPROVED BY: _____
(Public Works Director)

DATE: _____
(Date Signed)

ATTEST: _____
(Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

ROAD CROSSING:

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
 2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

ADJACENT TO ROADWAY:

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be $\frac{3}{4}$ " - 0" rock.

TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or “shoofly” road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County’s satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

REMOVAL, RELOCATION AND REPAIR

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance’s with said written notice.

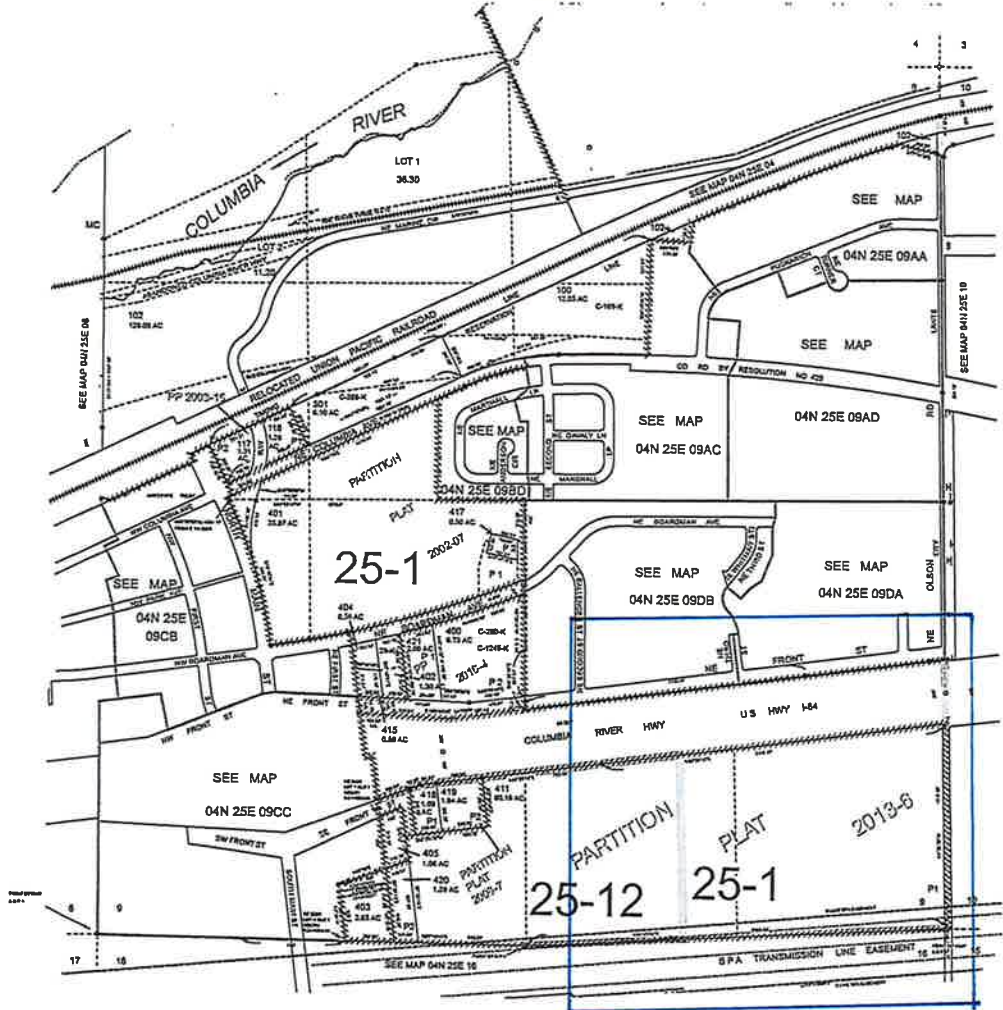
If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



SECTION 9 T.4N. R.25E. W.M.
MORROW COUNTY
1" = 400'

04N25E09
BOARDMAN
& INDEX



- Cancelled
- 101
- 103 THRU 110
- 111
- 112 THRU 116
- 200
- 201
- 300
- 400
- 407
- 408
- 410
- 412
- 413
- 414
- 416
- 500
- 600

Revised: EB
09/27/2018

& INDEX
BOARDMAN
04N25E09

DETAILED AREA

Permit #009

NE SECOND ST

NE THIRD ST

FRONT ST

NE

US HWY 1-84

RIVER HWY

PARTITION

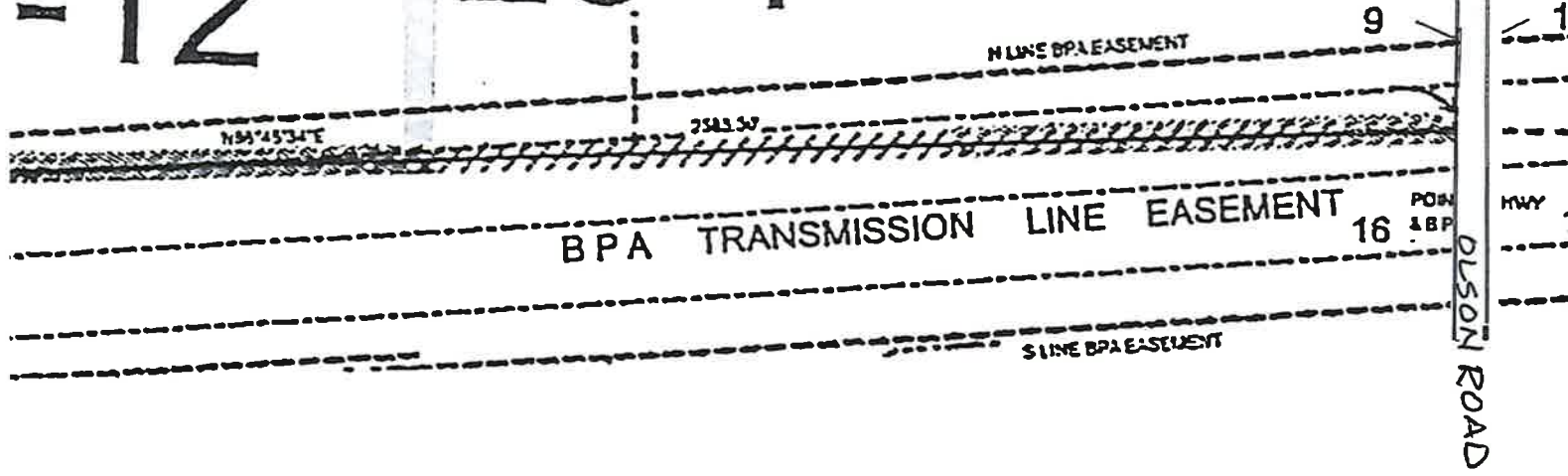
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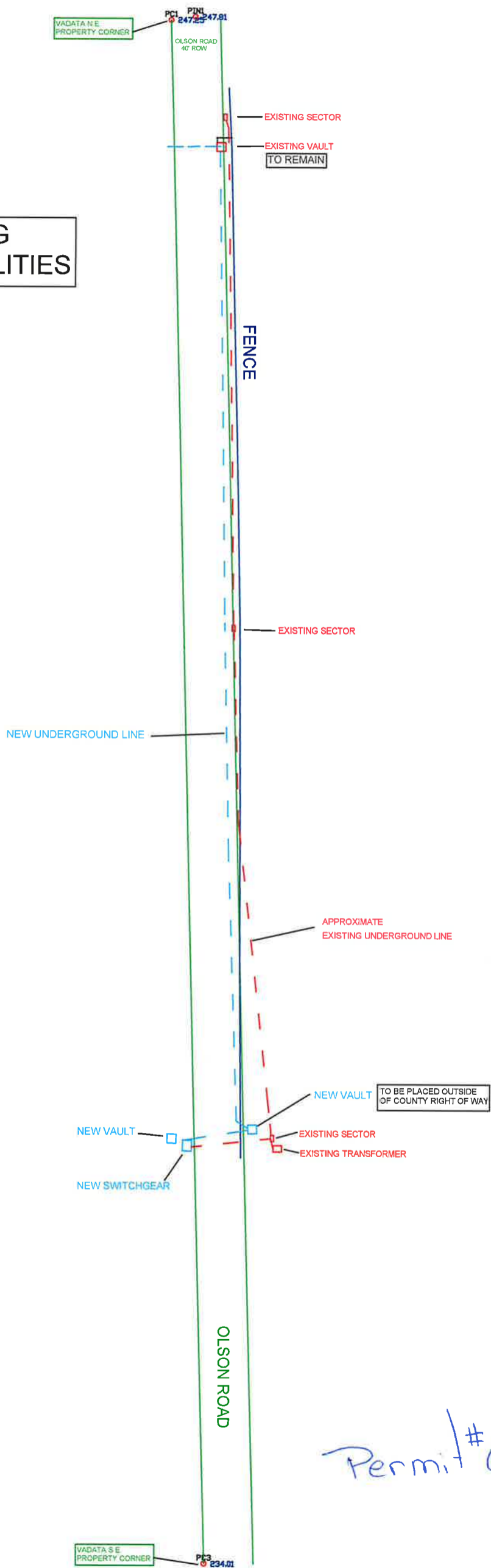
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HERE



Permit # 009

PLAN FOR PERMITTING RELOCATION OF FACILITIES



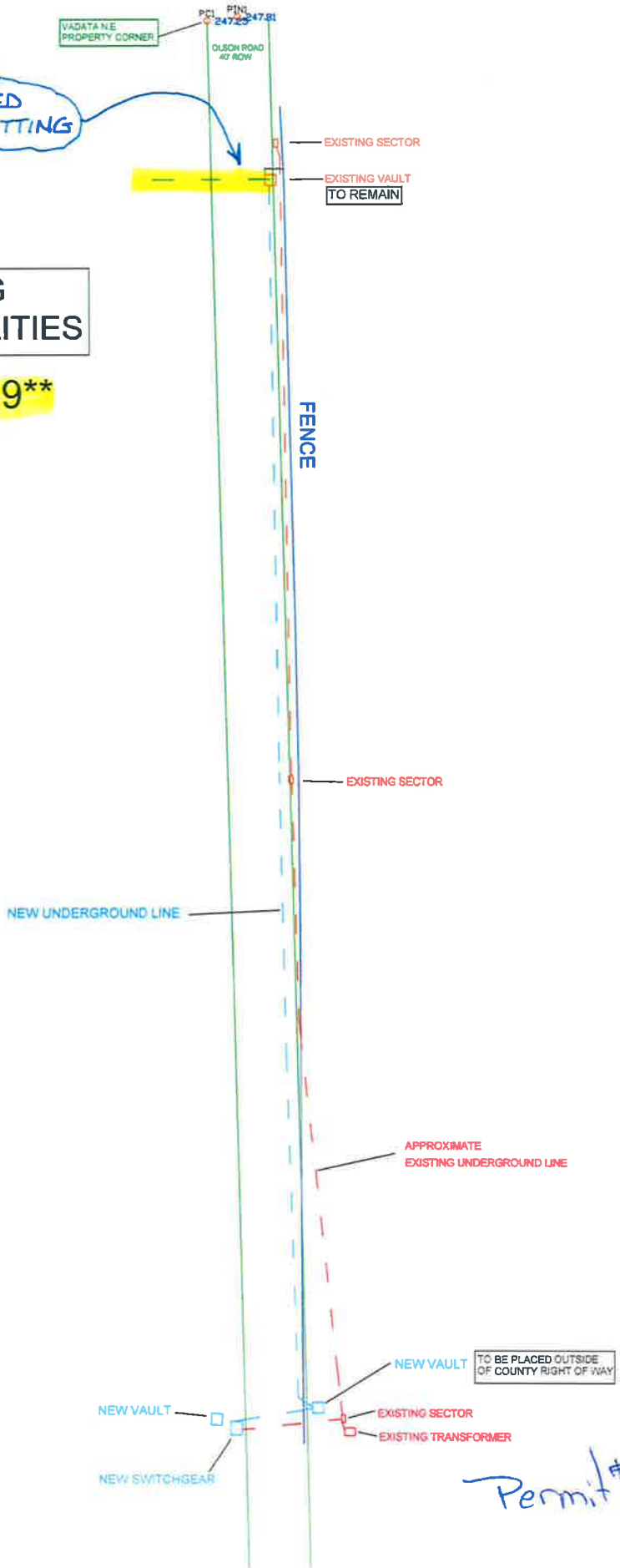
Permit # 009

VADATA NE
PROPERTY CORNER
PCI 247.25
PIN 247.81
OLSON ROAD
40 ROW

ADDITIONAL NEEDED
CROSSING FOR PERMITTING

PLAN FOR PERMITTING
RELOCATION OF FACILITIES

REVISED 6/6/2019

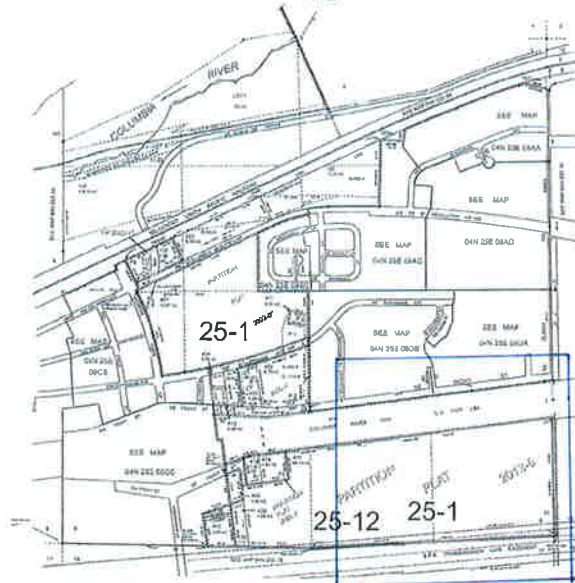


Permit # 009

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



SECTION 4 T4N. R. 28E. WM
MORROW COUNTY



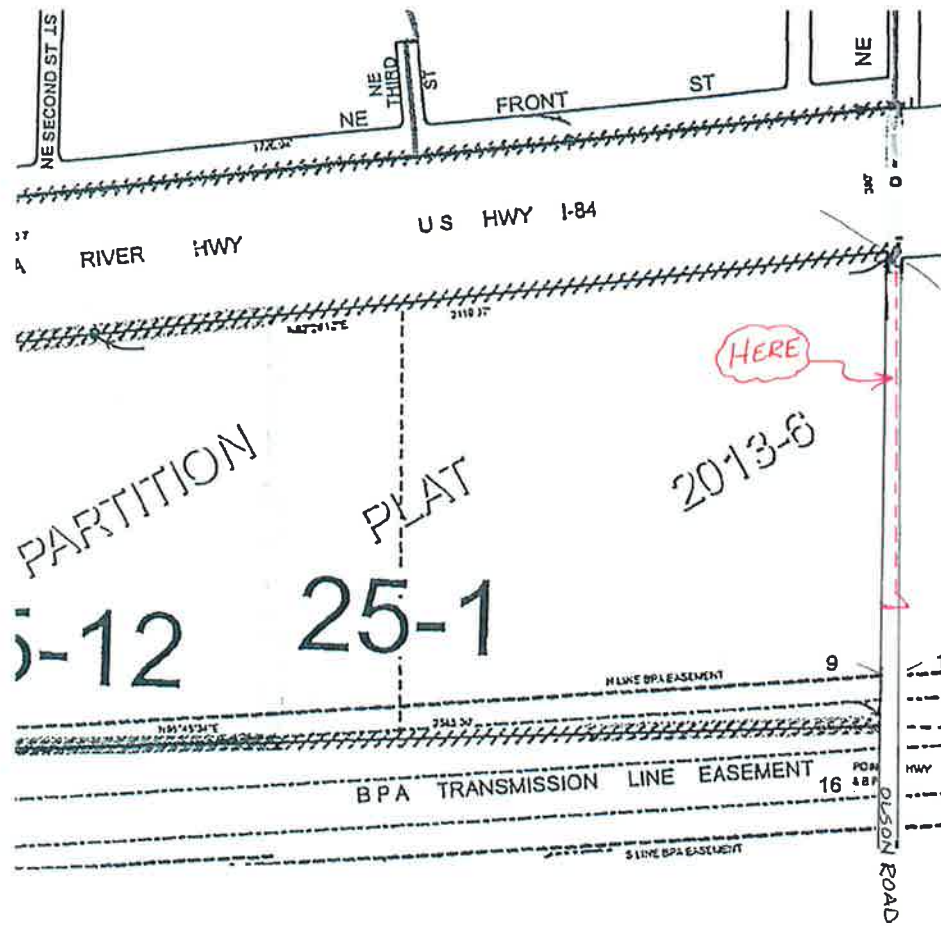
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DETAILED AREA

04N25E09
BOARDMAN
& INDEX

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Revised EA
08/14/2013
& INDEX
BOARDMAN
04N25E09

Permit # 009



Permit #009

Matt Scrivner

From: Josh Lankford <joshua.lankford@umatillaelectric.com>
Sent: Thursday, June 6, 2019 6:59 AM
To: Monte Ellis; Matt Scrivner
Cc: Eric Imes; Darrell Green; Wendy Neal; Todd Reagan; Dustin Earls
Subject: RE: PRELIMINARY OLSON ROAD PERMIT REQUEST
Attachments: 20190530091051099.pdf; UEC Olson Road.kmz

Matt,

Thanks for the call and again, I apologize for any frustrations.

I have put together the attached .KMZ Google Earth file to attempt in explaining what we're trying to accomplish. In case you don't have Google Earth, below are a few screen shots of it as well. This will supplement Monte's permit drawing on the attached.

The blue line is the new line we are working to install to serve the datacenter site until we can get larger and more permanent facilities built in to this site. This blue distribution line is brought out of our Port of Morrow sub, next to the Ordnance Brewery just straight north. These campuses take a lot of energy and as you know, schedule is most important, so we build in a distribution circuit limited to the capacity of a small city, as an example, to buy us some time in building substations and transmission lines. Thus, the blue line is necessary to give Vadata as much capacity as possible and not tied in to other infrastructure or services.

The Red line is tracing the existing facilities along Olson Road, through the fiberglass sector boxes. These are served from our Coyote Springs substation located at the 730/I-84 interchange. The capacity of this line is limited and it also serves the City of Boardman. It is currently serving a few irrigation loads and residential meters along Olson. We intend to leave this line as-is at this time to allow the blue line to serve as much load as possible at the datacenter site.

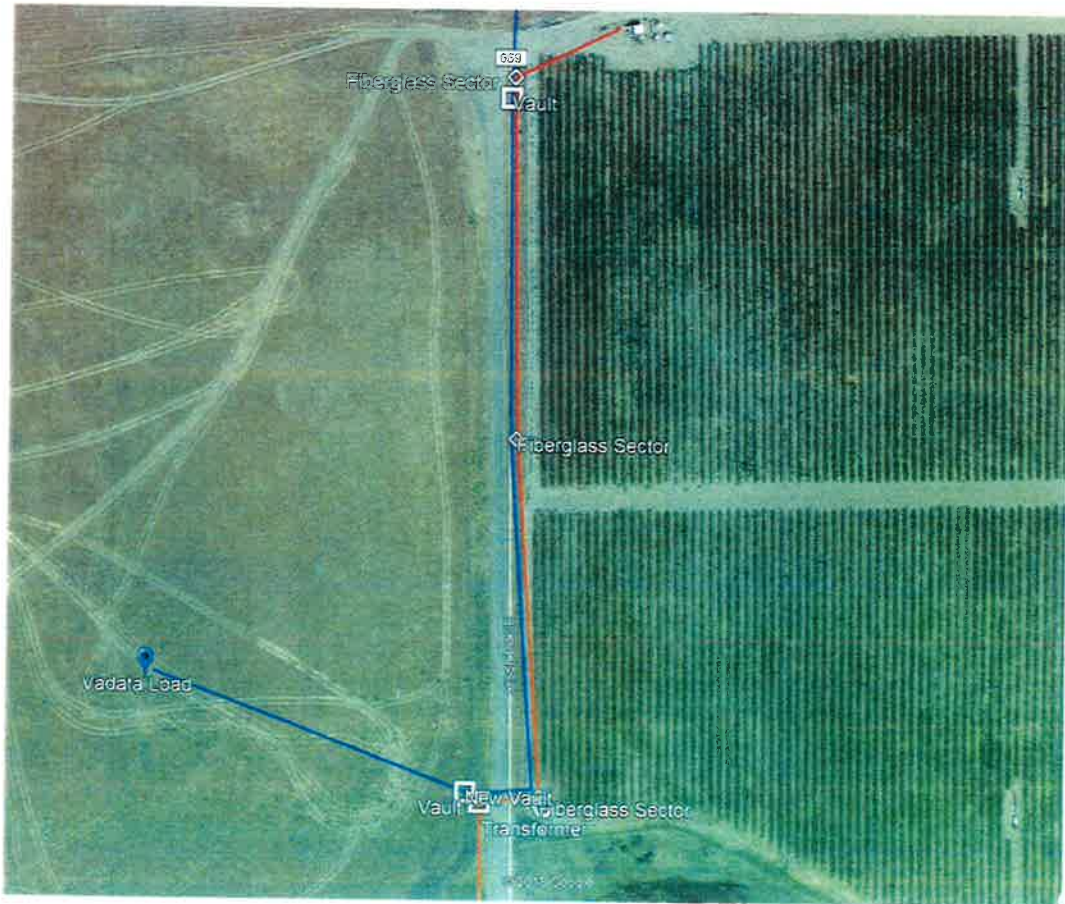
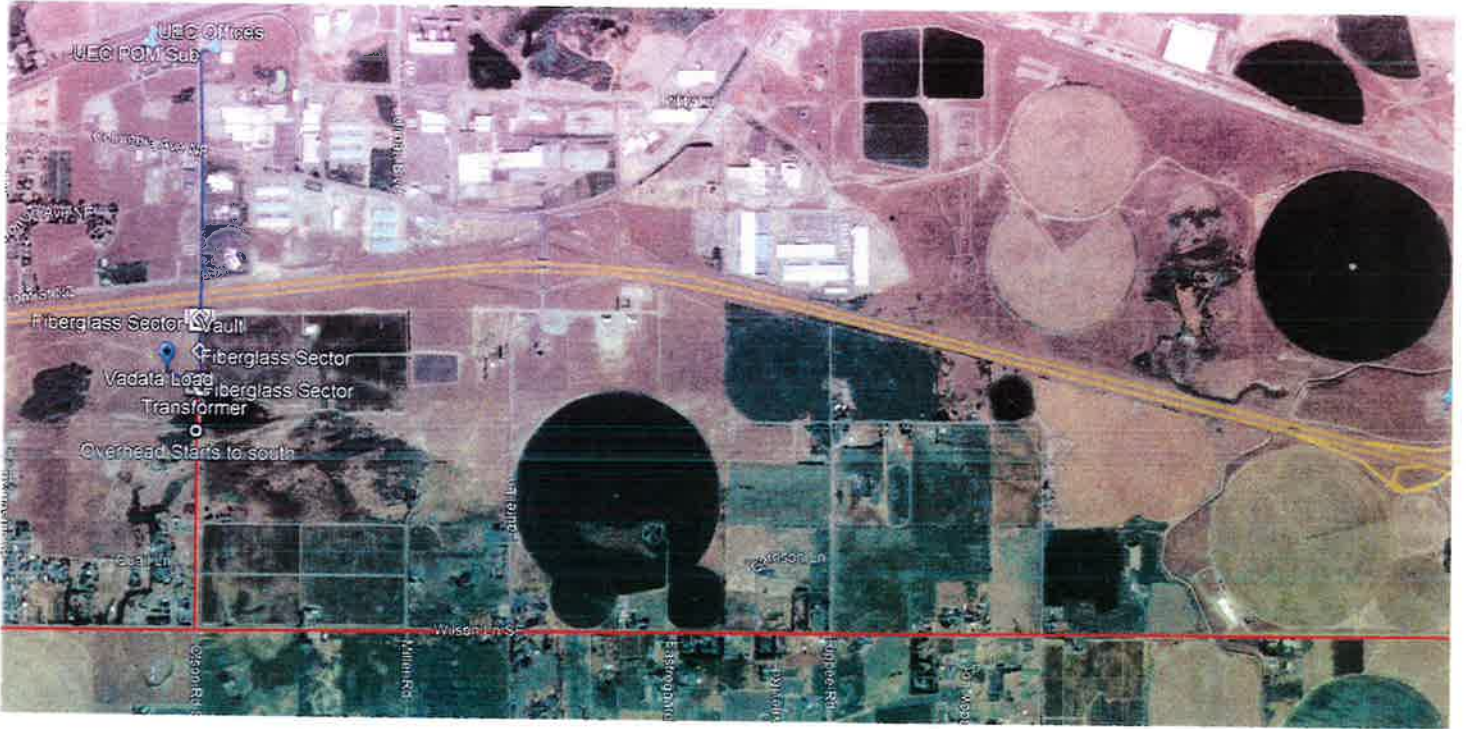
The red and the blue will not be tied together and are in no way related. They do require separate vaults/sectors for safety reasons.

As I had mentioned in my voicemail, Vadata will require additional loads along the north boundary of their property at some point. We will most likely need to serve that from the vault just south of the interstate on the east side of Olson so I've asked Monte to include that in this permit. He will send you an updated drawing.

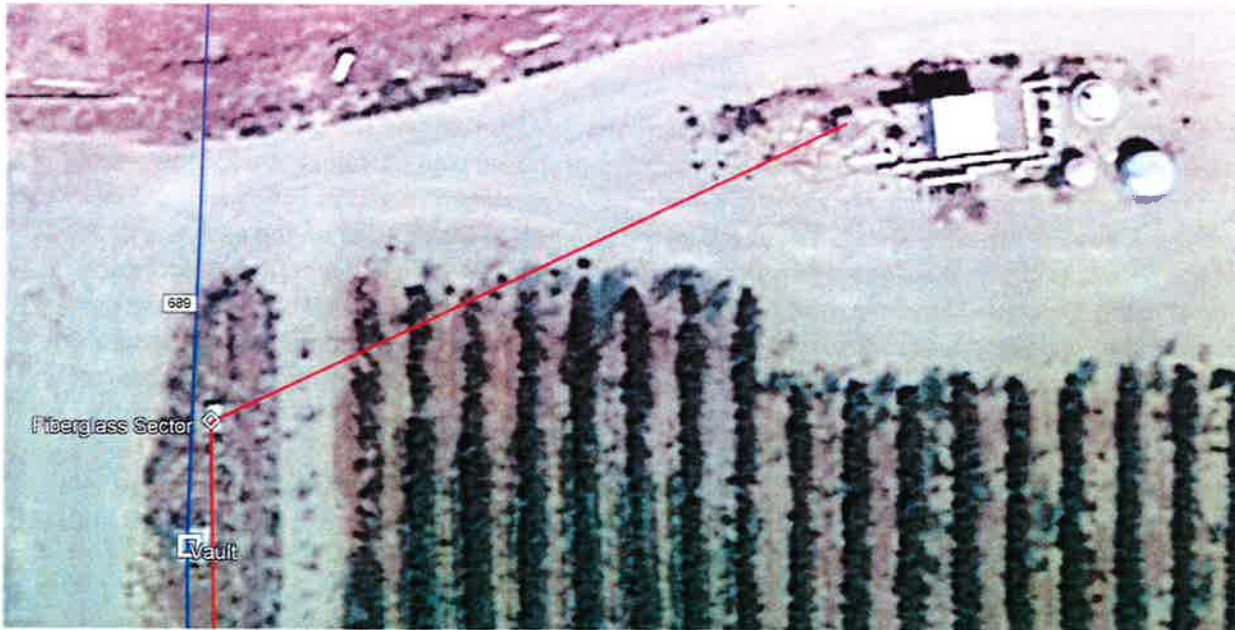
Please let me know if there is anything more we can do to help clear this up. I can meet you in Lexington at your offices at any time, if necessary. If you feel it would be beneficial, we can also arrange to attend the next council meeting to answer any questions.

Thanks again, Matt.

Permit # 009



Permit # 00J



--
Josh Lankford, PE
Manager of Engineering
Umatilla Electric Cooperative

-----Original Message-----

From: Monte Ellis

Sent: Thursday, May 30, 2019 10:32 AM

To: Matt Scrivner <mscrivner@co.morrow.or.us>

Cc: Josh Lankford <joshua.lankford@umatillaelectric.com>; Eric Imes <eimes@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Wendy Neal <Wendy.Neal@umatillaelectric.com>; Todd Reagan <Todd.Reagan@umatillaelectric.com>; Dustin Earls <dustin.earls@umatillaelectric.com>

Subject: PRELIMINARY OLSON ROAD PERMIT REQUEST

Permit # 001

Matt,

Please see the attached preliminary permit application for the installation of UEC facilities along Olson Road. I have also attached two drawings, one with the existing facilities, and one with the proposed plan for relocation for the permit.

We would like to permit the existing location of the vault at the very north end of Olson Road on the east side of the road. From this vault the permit would also include a new underground line to be installed at a minimum four foot depth for 795 feet, south along the east side of the road right of way to a new vault to be placed outside of the right of way. We would then cross the road west perpendicular to an existing switchgear that is placed outside of the right of way. Compaction of the road way will meet and exceed the County's requirements to your satisfaction. All underground conductors will be installed in a conduit system.

One other concern from our onsite meeting, would be final grade of the road improvement that you mentioned. We would need to make certain that our underground line would maintain the depth needed. If your road designer could let us know if the road work in this area will require fill or cut, we will install accordingly.

Please let me know if the information I have given is acceptable to the County, and I will have the permit notarized and sent to you for written approval. As soon as we have received the approved permit, we will contact you to schedule construction. Please let me know if you have any questions or concerns.

Thanks Matt,
Monte Ellis
Distribution Designer
Umatilla Electric Cooperative
541-564-4379
monte.ellis@umatillaelectric.com

-----Original Message-----

From: SMTPRelay
Sent: Thursday, May 30, 2019 9:13 AM
To: Monte Ellis <monte.ellis@umatillaelectric.com>
Subject: Message from "RNP58387914C9C0"

This E-mail was sent from "RNP58387914C9C0" (MP C6004ex).

Scan Date: 05.30.2019 09:10:31 (-0400)
Queries to: no.reply@umatillaelectric.com

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Permit # 001

Monte Ellis

From: Josh Lankford
Sent: Thursday, June 6, 2019 6:59 AM
To: Monte Ellis; Matt Scrivner
Cc: Eric Imes; Darrell Green; Wendy Neal; Todd Reagan; Dustin Earls
Subject: RE: PRELIMINARY OLSON ROAD PERMIT REQUEST
Attachments: 20190530091051099.pdf; UEC Olson Road.kmz

Matt,

Thanks for the call and again, I apologize for any frustrations.

I have put together the attached .KMZ Google Earth file to attempt in explaining what we're trying to accomplish. In case you don't have Google Earth, below are a few screen shots of it as well. This will supplement Monte's permit drawing on the attached.

The blue line is the new line we are working to install to serve the datacenter site until we can get larger and more permanent facilities built in to this site. This blue distribution line is brought out of our Port of Morrow sub, next to the Ordnance Brewery just straight north. These campuses take a lot of energy and as you know, schedule is most important, so we build in a distribution circuit limited to the capacity of a small city, as an example, to buy us some time in building substations and transmission lines. Thus, the blue line is necessary to give Vadata as much capacity as possible and not tied in to other infrastructure or services.

The Red line is tracing the existing facilities along Olson Road, through the fiberglass sector boxes. These are served from our Coyote Springs substation located at the 730/I-84 interchange. The capacity of this line is limited and it also serves the City of Boardman. It is currently serving a few irrigation loads and residential meters along Olson. We intend to leave this line as-is at this time to allow the blue line to serve as much load as possible at the datacenter site.

The red and the blue will not be tied together and are in no way related. They do require separate vaults/sectors for safety reasons.

As I had mentioned in my voicemail, Vadata will require additional loads along the north boundary of their property at some point. We will most likely need to serve that from the vault just south of the interstate on the east side of Olson so I've asked Monte to include that in this permit. He will send you an updated drawing.

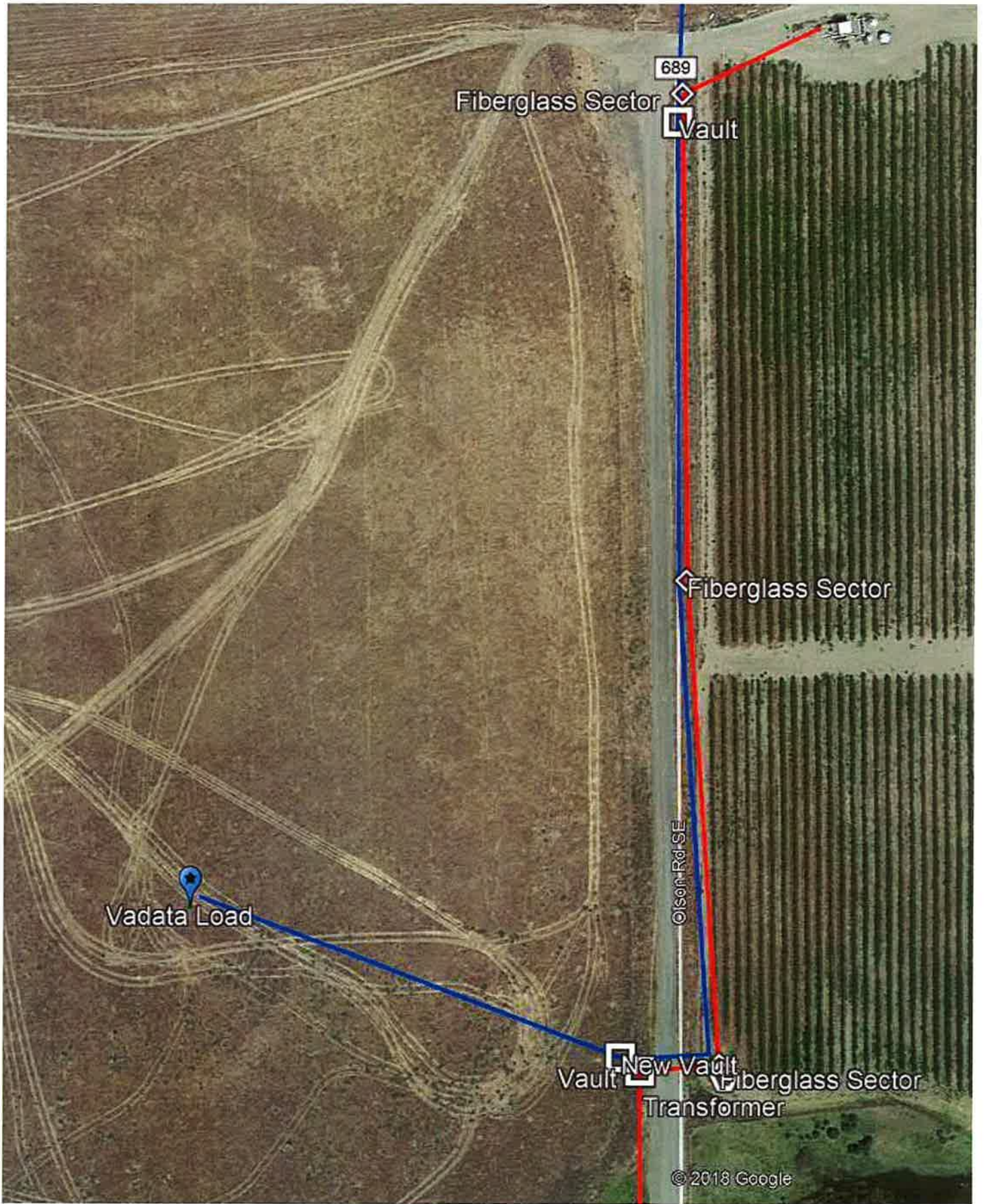
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Thanks again, Matt.

Permit # 009



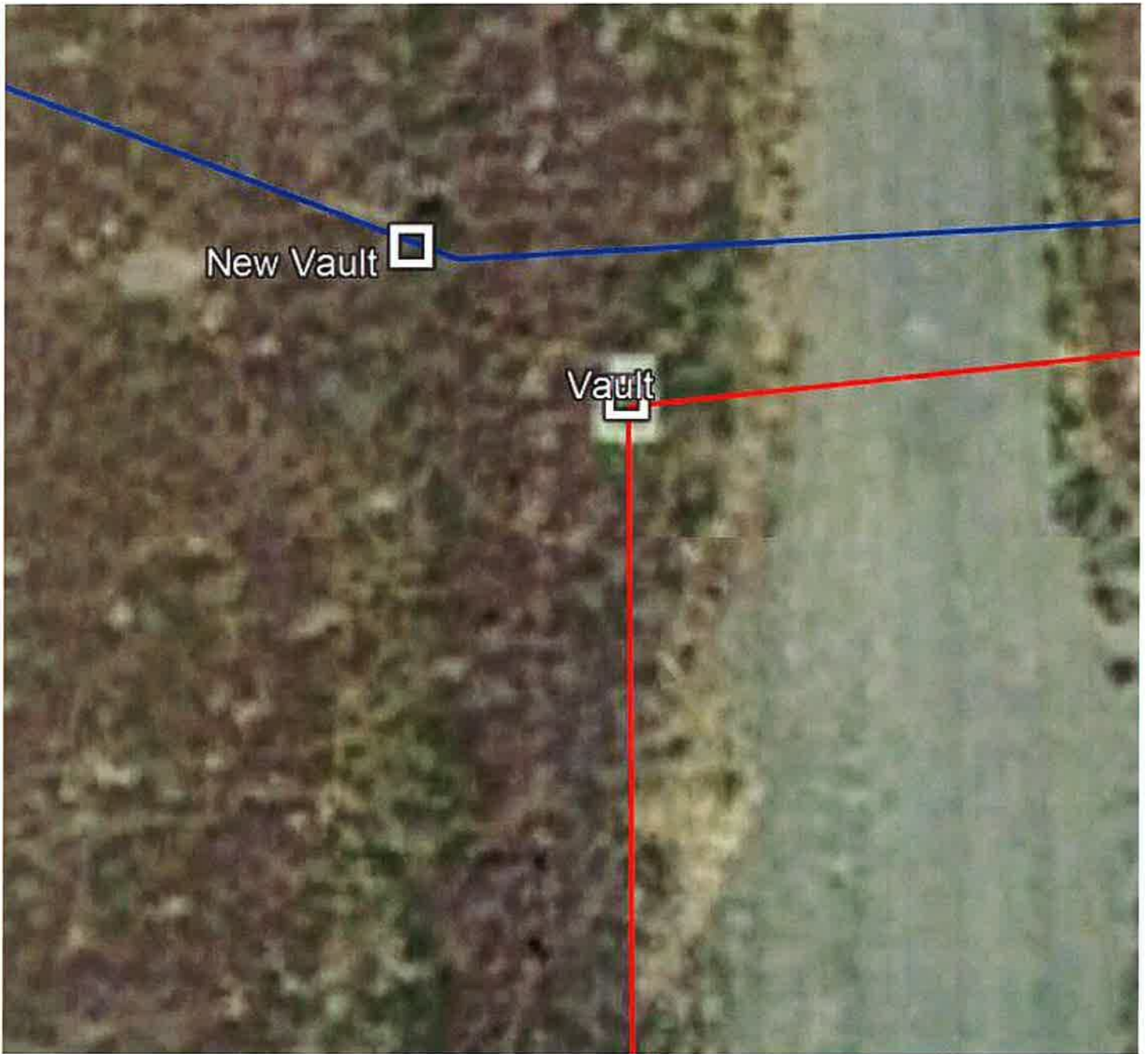
Permit #09



Permit # 009



Permit #009



--
Josh Lankford, PE
Manager of Engineering
Umatilla Electric Cooperative

-----Original Message-----

From: Monte Ellis

Sent: Thursday, May 30, 2019 10:32 AM

To: Matt Scrivner <mscrivner@co.morrow.or.us>

Cc: Josh Lankford <joshua.lankford@umatillaelectric.com>; Eric Imes <eimes@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Wendy Neal <Wendy.Neal@umatillaelectric.com>; Todd Reagan <Todd.Reagan@umatillaelectric.com>; Dustin Earls <dustin.earls@umatillaelectric.com>

Subject: PRELIMINARY OLSON ROAD PERMIT REQUEST

Permit# 001

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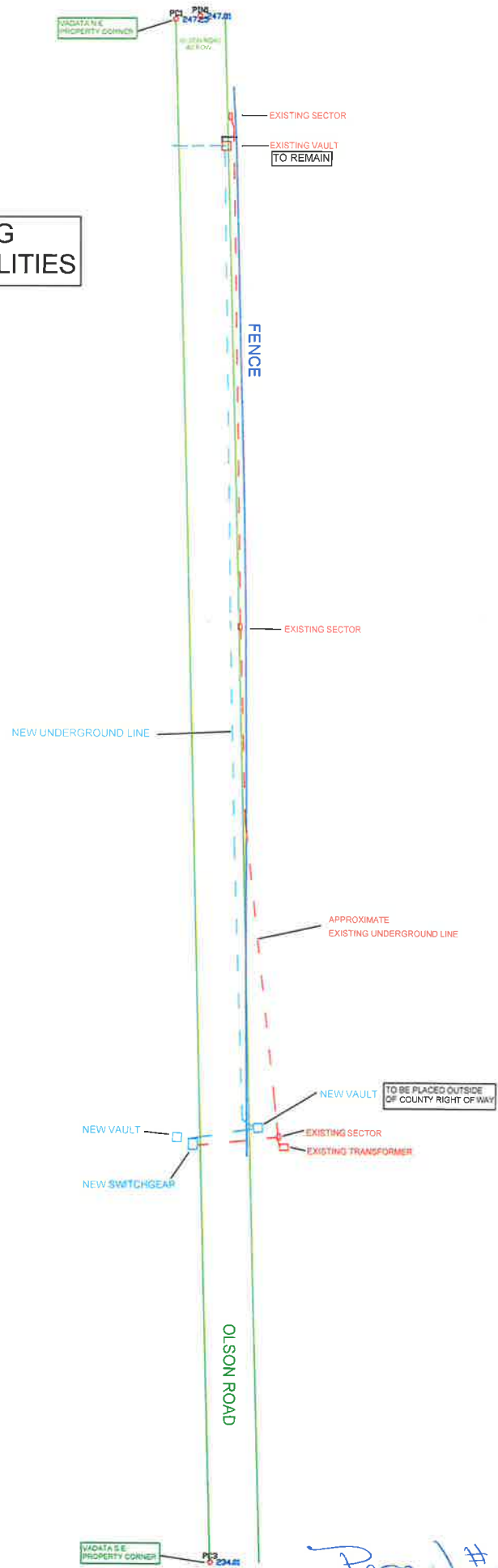
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Scan Date: 05.30.2019 09:10:31 (-0400)
Queries to: no.reply@umatillaelectric.com

Permit #001

PLAN FOR PERMITTING
RELOCATION OF FACILITIES



Permit # 009

Carbon bill revamp proposal: A real threat or political theater?

Updated Jun 8, 2019;
Posted Jun 8, 2019



Dave Killen

Sen. Betsy Johnson, D-Scappoose, pictured on Jan. 14, 2019, is co-chair of the Joint Committee on Ways and Means. She sponsored a set of amendments to Oregon's proposed carbon policy.

By Ted Sickinger| The Oregonian/OregonLive

Scappoose Sen. Betsy Johnson threw a last-minute bomb into Oregon's proposed carbon cap and trade policy this week, sponsoring a 19-page list of amendments that would eviscerate one of her fellow Democratic leaders' highest-priority bills.

What remains to be seen is what kind of payload it carries to undermine the vote count on the bill, achieve some significant changes, or to run out the clock in a session expected to end in two weeks.

Johnson, who's also co-chair of the legislature's key budget writing committee, introduced her kitchen-sink collection of industry grievances a day and a half before the bill was scheduled for a work session and possible vote in the joint Ways and Means. And it set off a flurry of lobbying in Salem as environmental groups sought to protect their prize bill from further weakening after years of pushing the legislation to the point of actually getting a floor vote.

A work session on the bill was pulled from Friday's Ways and Means hearing. It has not been rescheduled.

A coalition of industry groups representing truckers, loggers, manufacturers, farmers and others developed the amendments. Now they are putting a full-court press on legislators to consider them before a committee vote takes place. In a letter to legislators, they said they'd raised concerns countless times in committee and in meetings with legislators and made a good faith effort to help shape the program, to no avail.

They said the amendments would retain the structure of HB 2020 but "blunt some of the harshest impacts" that regulated industries and consumers would see under the current version of the bill.

Those groups also have asked Oregon's largest business group, Oregon Business & Industry, to support the amendments. OBI sent an email to members of its energy and environment steering committee Friday evening seeking feedback before discussion of the issues at the group's board meeting on Tuesday.

A cap and trade policy has long been Oregon's proposed answer to global climate change, but related bills have languished in various legislative committees for a decade or more. This year's version would establish the nation's second economy-wide cap on greenhouse gas emissions. That cap would steadily decline over the next three decades and force utilities, transportation fuel providers and industrial companies to reduce their emissions or pay a price in the form of required purchases of emissions allowances in a state auction.

The policy has received considerable blowback, particularly from business groups, rural Oregonians and Republican lawmakers, who contend it will be a disastrously expensive job killer that ultimately has little impact on global emissions.

The last point is not really debatable. Oregon's greenhouse emissions, if eliminated tomorrow, would have an imperceptible impact on global output, experts confirm. But the policy has taken on an outsize profile as climate activists nationwide hope that Oregon, by joining its cap and trade system with California's, will have a domino effect on policy decisions in other Western states and nationwide, even as the federal government backs away from earlier commitments.

Democrats have already watered down the bill considerably this year, offering concessions to reduce its financial impact on virtually every regulated industry group, as well as free emission allowances and tax rebates to reduce the impact on utility ratepayers and offset higher gas prices at the pump.

But the list of amendments sponsored by Johnson goes a lot further. They change virtually every dimension of the policy and include a host of industry proposals that have already been considered and rejected in committee. The -102 amendments would scrap the bill's interim emissions reduction target for 2035, a waypoint that environmentalists consider non-negotiable, as early reductions are considered crucial to halt global temperature increases. They would also exempt transportation fuels – the largest and hardest to tackle source of carbon emissions – from regulation until at least 2025, five years after the policy kicks in. The amendments offer additional free emission allowances to a wide swath of industries, some of which have already agreed to support the bill, including electric and natural gas utilities. And they would weaken the enforcement mechanism on industrial customers to the point of meaninglessness.

In totality, the list would preclude the possibility of Oregon linking its allowance trading system with California's, which advocates contend is a critical benefit of the existing setup.

“Fundamentally, it undermines the entire bill; it looks like an opponent wish list,” said Brad Reed, a spokesman for Renew Oregon, a coalition of environmental groups backing the legislation. “These are not technical fixes. It's their last Hail Mary to try and stop this.”

Johnson's antipathy to the policy is no secret. Her district is more rural, and includes big emitters who would be regulated under the bill, including the Wauna Paper Mill, one of the more outspoken critics of the policy. She contends the policy “has real potential to cripple Oregon's economy,” particularly rural Oregon, but could not be reached Friday to elaborate.

Democrats have rejected most Republican amendments in committee, mostly on party line votes. And there is likely a sufficient margin in the Ways and Means committee to move the bill forward. It's less clear if the bill is safe on the floor of the Senate, where backers can only afford to lose two Democratic votes in addition to Johnson -- and even in the House, where Democratic majorities are larger.

Sen. Elizabeth Steiner Hayward, D-Portland and Johnson's co-chair of Ways and Means, tweeted Friday that she supported cap and trade, but had concerns about HB 2020's administrative complexity.

“The number of agencies involved & the amount of rule-making increase the risk of failure...If I can gain confidence that the administration, rule-making, etc proceed in a way that lessens the risk, I will be a yes on #HB2020.”

Steiner Hayward is not generally considered one of the Senate votes at risk. Some point to Sen. Arnie Roblan, D-Coos Bay. He did not return calls for comment Friday.

In an emailed comment Friday, House Speaker Tina Kotek said House Bill 2020 “is the product of many years of hard, transparent work, and the proposed amendment is not consistent with the bill’s goals.”

Bill sponsors acknowledge its complexity. Rep. Karin Power, D-Milwaukie, said Friday that she was spending lots of time answering questions from other lawmakers, many of whom were beginning to look at the details of the sprawling bill for the first time this week.

Environmental groups said they were generally reassured by the feedback they were getting out of Salem Friday. “We’re feeling confident of leadership support for not getting distracted by this sideshow amendment,” said Meredith Connelly, Oregon director of Climate Solutions, who called it “the repackaged greatest hits of all the polluting industries affected by the bill.”

Angus Duncan, chair of the Oregon Global Warming commission, said he wasn’t surprised by the last-minute gambit, or by Johnson’s willingness to put her name on the amendments given the implacable opposition she has expressed to date.

“If Sen. Johnson wants a pause, she probably gets a pause,” he said, “but that’s not the same thing as getting a bunch of votes.”



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

(For BOC Use)
Item #
6b

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 6/12/2019

Bartholomew Remodel Bid Award

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: 10 minutes
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 Head Required for all BOC meetings
Darrell J Green 6/03/2019 Admin. Officer/BOC Office Required for all BOC meetings
J. Nelson email 6-5-19 County Counsel *Required for all legal documents
K. Knop email 6-5-19 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):

Our original announcement for bids to remodel the lower conference room and break room to accommodate office space for the Human Resources Department was due on May 2, 2019. Due to no responses, we opened up the process again with a due date of May 30, 2019. We received one bid with an amount that was above our expected cost range of \$60,000 to \$75,000.

In speaking with a DAS Procurement Analyst, per ORS 279C.340 Contract negotiations, if a public improvement contract is competitively bid and all responsive bids from responsible bidders exceed the contracting agency's cost estimate, the contracting agency, in accordance with rules adopted by the contracting agency, may negotiate with the lowest responsive, responsible bidder, prior to awarding the contract, in order to solicit value engineering and other options to attempt to bring the contract within the contracting agency's cost estimate. A negotiation with the lowest responsive, responsible bidder under this section may not result in the award of the contract to that bidder if the scope of the project is significantly changed from the original bid proposal. Notwithstanding any other provision of law, the records of a bidder used in contract negotiation under this section are not subject to public inspection until after the negotiated contract has been awarded or the negotiation process has been terminated.

Per the above ORS, I would like to attempt to bring the bid within our cost estimate before making a final decision.

Per County Counsel, we do not have any local or county rules prohibiting us from discussing the bid proposal with the responsible bidder.

2. FISCAL IMPACT:

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

Suggested action- grant the County Administrator the authority to discuss the proposed bid with the responsible bidder to attempt to bring the cost within the cost estimate.

Attach additional background documentation as needed.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Loop Morrow County Transportation stores a bus and a van at the Stokes Landing Senior Center in Irrigon for the Irrigon volunteer drivers to use for transporting clients to medical appointments and other appointments as needed. The previous lease was signed in July 2000 with no ending date. The Stokes Landing Senior Center wanted an updated lease with a current start and an ending date. This is the updated lease that was done by Rich Tovey of the DA's Office. The previous lease had an amount of \$50.00 for only one vehicle to be stored in the bus shed but The Loop Morrow County Transportation actually was storing three vehicles at the time. They have since asked that I remove one vehicle, which I have done and moved to the Boardman bus barn, and asked to update the lease to two vehicles and \$75.00 per vehicle per month for a total of \$150.00 per month for the two vehicles.

2. FISCAL IMPACT:

Increase of \$1,200.00 per year. This increase was approved in the 2019-2020 budget.

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

Move to sign the updated lease with Stokes Landing Senior Center for The Loop Morrow County Transportation.

Attach additional background documentation as needed.

LEASE AGREEMENT

STOKES LANDING SENIOR CENTER PARKING SPACE

THIS LEASE hereby entered into between STOKES LANDING SENIOR CENTER, an Oregon non-profit corporation, (Lessor), and MORROW COUNTY, a political subdivision of the State of Oregon, (Lessee).

IN CONSIDERATION of the covenants and conditions contained herein Lessor hereby Leases to the Lessee those certain premises situated in the City of Irrigon, County of Morrow, State of Oregon, described as follows:

Two covered, enclosed parking spaces, specific locations to be agreed upon by the parties, located on the property at 146 W. Columbia Lane, Irrigon, Oregon owned by Stokes Landing Senior Center.

UPON THE FOLLOWING CONDITIONS:

1. Lease to commence July 1, 2019 and continue until June 30, 2025 or termination by either party as provided for herein.
2. Lessee shall pay to Lessor the sum of \$150.00 per month during the term of this lease Payment shall be made on a quarterly basis, in advance.
3. Lease of the premises shall be for the purpose of parking The Loop Morrow County Transportation Bus and one van. All vehicles must maintain current insurance.
4. Either party shall have the right to terminate this lease at any time by giving 30 days written notice to the other party.
5. Lessee shall use the premises in a reasonable and prudent manner, and not allow any hazardous conditions to exist on the premises. Lessee shall be liable for any damages beyond normal wear and tear to the facilities caused by the Lessee.
6. Lessor shall have the right to enter upon the premises to make reasonable inspections.
7. The Lessor and the Lessee will hold each party harmless and indemnify the facility, its agents and members, from all expenses, court costs, attorney's fees, settlement sums and judgements occurring or arising from damage or injuries occurring as a result of use of the facilities.
8. Upon termination of this lease the Lessee will surrender and deliver the premises to the Lessor in as good order and condition, reasonable use and wear excepted, as they are now in.

LESSOR

Date: 5/06/19

Sharon Summs, President
Stokes Landing Senior Center
Stokes Landing ~~Community~~ ^{SENIOR} Center

LESSEE

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to form:
County Counsel



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

(For BOC Use)
Item #
6d

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
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 6/12/19

RFP: Financial and Compliance Audit Services - Request to Award

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

Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: \$107,100 Budget Line: 101-199-5-20-3105
Does the contract amount exceed \$5,000? [X] Yes [] No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Kate Knop 6/10/19 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

Attached is a memorandum regarding the RFP for the Financial and Compliance Audit Services for years ending June 30, 2019, June 30, 2020, and June 30, 2021. The Audit Firm will follow up with the Engagement Letter annually for review and approval by the Board of Commissioners and signed by the Chair.

2. FISCAL IMPACT:

The three year contract proposal is \$107,100. This includes \$35,000 for the year ending June 30, 2019; \$35,700 for the year ending June 30, 2020; and \$36,400 for the year ending June 30, 2021.

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

Motion to approved the Barnett & Moro, P.C. proposal for three years for Financial and Compliance Audit Services for the amount of \$107,100.

Attach additional background documentation as needed.



P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Finance Director

Kate Knop, Finance Director
kknop@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners

FROM: Kate Knop, Finance Director

DATE: June 12, 2019

RE: Authorization for Financial and Compliance Audit Services

BACKGROUND AND REQUEST: As many of you know, Barnett & Moro, P.C. have been Morrow County's auditors for many years but their contract for Financial and Compliance Audit work will expire fiscal year ending June 30, 2019. The County published the request for proposal on the Morrow County website, Heppner Gazette, and reached out to six Certified Public Accounting firms to conduct the Financial and Compliance Audits for fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021. This request for proposal is provided under the informal solicitation process for intermediate procurements listed under ORS 279B.070.

The public accounting firms chosen to receive the Request for Proposal (RFP) included the County's current auditing firm: Barnett & Moro, P.C. (Hermiston) and five other well respected firms in Eastern, Central, and Portland, Oregon areas including: Connected Professional Accountants, LLC (LaGrande), Solutions, CPA's (John Day), Oster Professional Group (Burns), Summer Sears, CPA (Bend), and Talbot, Korvola & Warwick, LLP (Portland).

The RFP was required to include the following:

1. The firm name and address, and the name and contact information of the primary contact person.
2. The names of local partners/principals and the number of local personnel on the Oregon Municipal roster.
3. A list of partners, managers, and other key staff people who will be assigned to the County's engagement.
4. Describe the staffing level that will be assigned to the Morrow County fieldwork. Outline a work plan and related time schedule for each significant segment of the work.
5. Provide a list of the Oregon local government jurisdictions the firm presently audits.
6. Provide three references, with contact information, from current or past governmental agencies the firm has audited similar to the scope of this proposal.

7. Describe the firm's experience in relation to the scope of the County's audit.
8. Describe the firm's approach to auditing with computerized systems, including software programs used, your preferred method for sending and receiving data (electronically or hard copy), and the method by which electronic communication is documented and stored.
9. Submit one sample of the latest audit report of a governmental entity similar to Morrow County in the State of Oregon audited by the firm.
10. Include the fee/cost the firm will charge Morrow County for the entire audit, by year, over a three-year period including:
11. Contractors' proposals must be valid for at least ninety (90) days.

The County received one complete proposal by the deadline of May 22nd at 4:00 pm. The proposal received is from Barnett & Moro, P.C. (Hermiston).

The Barnett & Moro firm includes Engagement Shareholder Cameron Anderson, CPA who has been the Engagement Supervisor for the Morrow County Audits for many years. He is licensed as a CPA and Municipal Auditor. In addition to Morrow County, his firm conducts auditing services for Umatilla County, Oregon, the City of Hermiston, and the City of Heppner. The proposal cost estimate is:

- \$35,000 for the year ending June 30, 2019
- \$35,700 for the year ending June 30, 2020
- \$36,400 for the year ending June 30, 2021

The audit includes an estimated 300 total hours, including the engagement shareholder (120 hours), manager (80 hours), and staff accountant (100 hours) for the fieldwork, single audit, single audit, and financial statement preparation.

The approved budget for 2019-20 auditing services is \$45,000 (101-199-5-20-3105). This is a General Fund, Non-Departmental line item. The proposal cost for June 30, 2019 is \$35,000 and would be within budget. Purchases between \$10,000 and \$150,000 are subject to ORS 279B.070, which reads as follows:

279B.070 Intermediate procurements. (1) *A contracting agency may award a procurement of goods or services that exceeds \$10,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under ORS 279A.065.*

(2) *A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.*

(3) *When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.*

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 §54; 2013 c.66 §2]

As required by ORS 279B.070, the Finance Department requested RFP's publicly and from six CPA Firms and obtained competitive quotes for the Financial and Compliance Audits for the County. The County received one response, and as required by ORS 279B.070 (3) have provided documentation of the effort that was made to obtain the quotes. See attached.

ACTION: The Barnett & Moro firm is well qualified to conduct the Financial and Compliance Audit for the County. I recommend that the Board of Commissioners motion to approve the three year proposal of \$107,100. The proposal includes up to \$35,000 for the first fiscal year ending June 30, 2019, \$35,700 for the second year fiscal year ending June 30, 2020, and \$36,400 for the third year fiscal year ending June 30, 2021.

ATTACHMENTS:

- Audit Services Request for Proposal
- Audit Proposal Documentation
- Barnett and Moro, P.C. Proposal to Provide Audit Services

MORROW COUNTY, OREGON
AUDIT SERVICES
REQUEST FOR PROPOSAL

To Prospective CPA Municipal Auditing Firms:

Morrow County, Oregon, is requesting quotes for the retaining of a Certified Public Accounting firm to conduct the Financial and Compliance Audits of the County for the fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021. This request for proposals is provided under the informal solicitation process for intermediate procurements listed under ORS 279B.070.

It is the intent of the County to negotiate a three-year contract, with the second and third year contingent on the successful, timely completion of the first year of the contract.

Agency Overview

Morrow County, with a current population of 11,200, is governed by a Board of Commissioners, consisting of three commissioners, who each serve four-year terms. The Board conducts all legislative business of the County and are responsible for setting County policy and holding public hearings on certain issues required by law. The total County budget for the 2018-2019 fiscal year is \$37,857,309. The approved but not yet adopted budget for the 2019-2020 fiscal year is \$43,482,361. The County currently employs 115 full and part time employees.

Morrow County provides a full range of services including public safety, health and community services, public works, assessment and tax collection for all county taxing districts, juvenile services, corrections and probation, community development and internal administrative support.

The County's accounting system is maintained using Tyler Technologies' Incode financial software programs. There are 45 budgeted funds including the General Fund, 34 special revenue funds, 10 reserve funds, and an internal service fund. Additionally, the County Treasurer manages approximately 60 trust and agency funds. There are currently two outstanding debt issues. The County has one retirement plan, the Morrow County Retirement Plan, which is a defined benefit pension plan.

The County's Comprehensive Annual Financial Report for the year ended June 30, 2018, and the County's 2018-19 and 2019-2020 fiscal year budgets can be obtained by contacting Kate Knop, Finance Director at kknop@co.morrow.or.us.

Submission of Proposal

Please submit proposals via email to:

Kate Knop, Finance Director
kknop@co.morrow.or.us
Telephone: 541-676-5615

All proposals must be signed by a principal of the firm.

Modification and Withdrawal. Proposals may be modified or withdrawn upon written request received from the proposer prior to the time fixed for consideration by the County Court.

The contents of the proposals responding to the request for proposal shall be confidential until the deadline of submission of proposals. All proposals will become part of the County's official files without obligation.

Proposal Requirements

Your proposal should include the following:

1. The firm name and address, and the name and contact information of your primary contact person.
2. The names of local partners/principals and the number of local personnel on the Oregon Municipal roster.
3. A list of partners, managers, and other key staff people who will be assigned to the County's engagement.
 - Provide resumes of persons who will be performing professional work and indicate their experience in auditing governmental jurisdictions.
 - Provide proof of eligibility and authorization by the State Board of Accountancy to conduct municipal audits (number and names of staff members authorized).
4. Describe the staffing level that will be assigned to the Morrow County fieldwork. Outline a work plan and related time schedule for each significant segment of the work that includes:
 - Participation of senior audit personnel assigned to the engagement;
 - Frequency of contact with County personnel
 - Availability of staff to respond to questions within the scope of the engagement and the hourly charge, if any, for services outside the scope of the audit;
 - Your firm's policy concerning staff turnover/rotation and what assurance you can provide the County regarding the assignment of your personnel to the engagement;
 - Procedures utilized to transmit audit adjustments and the reason for them, along with management recommendations to the responsible personnel within the County;
 - The estimated number of hours to complete the audit by personnel classification (e.g., partner, senior, junior, clerical)
5. Provide a list of the Oregon local government jurisdictions that you presently audit:
 - For the last 3 years;
 - Those to be audited at the same time as the County;
 - Other municipalities or agencies doing a substantial amount of business with Morrow County.

6. Provide three references, with contact information, from current or past governmental agencies that your firm has audited similar to the scope of this proposal.
7. Describe your firm's experience in relation to the scope of the County's audit.
8. Describe your approach to auditing with computerized systems, including software programs used, your preferred method for sending and receiving data (electronically or hard copy), and the method by which electronic communication is documented and stored.
9. Submit one sample of the latest audit report of a governmental entity similar to Morrow County in the State of Oregon audited by your firm.
10. Include the fee/cost that your firm will charge Morrow County for the entire audit, by year, over a three-year period including:
 - Your fee proposal to cover the basic audit function;
 - Your fee schedule for additional services that may be required beyond the scope of the audit engagement. The proposal should include a discussion of how fees might be negotiated for any renewal periods;
 - If not included within the basic audit fees, provide a detail of expenses estimated to be incurred (e.g., mileage, per diem, telephone, etc.)
11. Contractors' proposals must be valid for at least ninety (90) days.

Scope of Audit

The audit will be done in order for the accounting firm to express an opinion on the financial statements of Morrow County to determine substantial compliance with appropriate legal provisions. The audit of the financial statements will be in accordance with:

- The minimum standards for audits of Oregon Municipal Corporations as adopted by the Secretary of State and approved by the Board of Accountancy;
- Generally accepted auditing standards;
- Government auditing standards;
- OMB Circular A-133 and the Single Audit Act of 1984 and any subsequent revisions.
- Finance Department staff will complete and balance all accounts at year-end. The County will provide staff assistance as is reasonably available. The County will furnish the following information and work papers in conjunction with the audit engagement:
 - Trial balances for all funds subject to the audit.
 - Bank reconciliations for all accounts of the County that are subject to the audit.
 - Detailed reconciling records or lists of investments, interest income, assessments, payroll, accounts payable and accounts receivable as of June 30 of each fiscal year.

- Other reconciliations and information as required by the auditing firm and mutually agreed upon. It is the County's goal to have its staff prepare as much information as possible for the audit.

Any unusual conditions encountered during the course of the audit, where services of the auditing firm must be extended beyond the normal work anticipated, will require written notification to the Finance Director who will respond in writing concerning the additional services and any additional fees associated with the service.

All funds and accounts of the County are to be covered by the audit examination. The audit will lead to the expression of an unqualified opinion on the financial statements unless the auditor justifies to the County Court in advance in writing, the reasons for an opinion that is less than unqualified. The auditing firm is expected to provide the County with a summary of any audit adjusting entries upon completion of the fieldwork.

Recommendations based upon the auditing firm's review of the adequacy of internal accounting controls and other audit investigations will be made part of a formal management report separate from the audit. This report, in draft form, will be reviewed by and discussed with the Finance Director prior to issuance. Associated costs will be included in the audit fee.

An exit conference is required of the auditing firm on completion of the preliminary draft report to inform the Finance Director of the pertinent findings, including notification and explanation of items to be included in a formal management report, if any. Formal report presentation by the auditing firm will be required before the Board of Commissioners upon completion of the final report.

The County will be subject to the additional requirements imposed by the Uniform Single Audit Act of 1984, and OMB Circular A-133. The County's cognizant Federal Agency is:

Department of Health and Human Services
Region X (Alaska, Idaho, Oregon,
Washington) 2201 Sixth Avenue, RX-01
Seattle, WA 98121(206) 553-0420 FTS 399-042

Working Papers:

- Working papers must be retained for at least three (3) years;
- Working papers will be available for examination by authorized representatives of the cognizant Federal audit agency and of the County.

Prior to the submission of the completed audit report, the audit firm's staff will be required to review a draft of the proposed report and management letter with the Finance Director.

Selection Procedure

The County Administrator and Finance Director will screen all proposals. Interviews may be conducted with the finalists, and a recommendation will be made to the Board of Commissioners on Wednesday, June 5, 2019 if an adequate number of proposals have been received by that time.

- The County reserves the right to request additional information from proposers and to issue addenda on the requirements for the specifications.
- Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between the proposers may constitute a cause for rejection of any proposals so affected.
- The County will enter into an agreement with the selected proposer generally as outlined in the Standard Contract found in OAR 162-10-30, with modifications requiring the service provider to maintain general liability insurance and indemnify the County for the service provider's actions under the agreement. Proposers may include in their proposals alternative forms of agreement or additional provisions for consideration by the County.

Evaluation Standards

County Staff will make a recommendation to the Board of Commissioners to award the contract to the proposer that will best serve the interests of Morrow County as described in ORS 279B.070(4). Such consideration may include, but is not limited to the following:

1. Understanding of the Engagement:
 - Demonstration of full understanding of the work to be performed.
 - Ability of firm to provide constructive recommendations to the County.
2. Experience with Municipal Engagement:
 - The firm's municipal auditing experience and expertise.
3. Staffing:
 - Municipal experience and expertise of the audit team proposed for the County's audit.
 - Philosophy concerning staffing after the first year.
 - The firm's local office's ability to provide consulting services to the County.
 - Number of staff members and depth of staffing level to meet contract obligations
4. Approach to the Examination:
 - Description of audit approach.
 - Work plan and ability to meet the County's schedule.
 - Estimated number of hours to be devoted to the engagement.
 - Technology: the firm's knowledge and use of computer and programs to assist in the audit process.

5. Fees:

- Proposed audit fee
- Fee/Cost for services beyond the scope of the audit.

Morrow County reserves the right to accept or reject any or all proposals received as a result of this informally solicited request for proposal, to modify the requirements by written addendum, to negotiate a final agreement with modifications with the selected provider, or to cancel, in part or in its entirety, this request if the County determines it is in its best interests to do so.

Schedule

- May 8, 2019 Distribute Request for Proposal
- May 22, 2019 Due Date for Submission of Proposals by 4:00 PM*
- June 5, 2019 Consideration by the Board of Commissioners

*Note: If three proposals are not received by May 22, 2019 at 4:00 PM, additional time may be scheduled to seek additional proposals.

Audit Schedule

The audit contract may start as soon after the contract document is executed as is agreeable to all parties, but no later than July 1, 2019. The written audit report must be completed and delivered within a reasonable time, but no later than December 1 after the close of the audit period ending June 30 of each year.

Audit period will be for the fiscal years ending June 30, 2019, 2020, and 2021. The County reserves the right to extend the audit on an annual basis.

Other Information and Requirements

Nondiscrimination. The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry, or sexual preference unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental disability.

No material, labor, or facilities will be furnished by the County unless otherwise provided for in the request for proposal.

There is no expressed or implied obligation for Morrow County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Proposal to Provide Audit Services – Morrow County
Proposal Summary
May 17, 2019

Name of Offering Firm:	Barnett and Moro, P.C.
Mailing Address:	495 E. Main Hermiston, OR 97838
Phone Number:	541-567-5215
Fax Number:	541-567-0497
Engagement Shareholders:	Cameron W. Anderson, CPA
E-mail Address:	cameron@barnettandmoro.com
Prices:	\$35,000 for the year ending June 30, 2019 \$35,700 for the year ending June 30, 2020 \$36,400 for the year ending June 30, 2021

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ORGANIZATION AND ASSIGNED PERSONNEL

- Overview:** Barnett and Moro, P.C. performs audit and review services for Washington not-for-profit entities, Oregon not-for profit entities, and local governments. We have substantial experience auditing a variety of entities and programs.
- Licensing:** Barnett and Moro, P.C. is a professional corporation licensed to practice public accounting in Oregon and Washington. Our staff includes Certified Public Accountants and Municipal Auditors licensed to practice in the States of Oregon and Washington.
- Scope of Practice:** Barnett and Moro, P.C. is a local firm located in Hermiston, Oregon. Most of our clients are located in Umatilla and Morrow Counties of Oregon. As you are aware, we have been the auditors for Morrow County for over 18 years.
- Engagement Shareholders:** Cameron W. Anderson, CPA will be the engagement shareholder. Cameron has eighteen years of governmental and not-for-profit auditing experience.
- Staffing:** Barnett and Moro, P.C. has five shareholders and seven staff accountants. Eight of our professionals are Certified Public Accountants and seven are on the municipal roster. The five shareholders are Dennis Barnett, Kristie Shasteen, Cameron Anderson, Richard Stoddard, and Paul Barnett. We have attached printouts from the Oregon Board of Accountancy website as proof of our eligibility and authorization to conduct municipal audits in the State of Oregon.

TECHNICAL QUALIFICATIONS

- Personnel Assignments:** The following list is based upon audit experience. The list is tentative because circumstances beyond our control may require that substitutions be made.
- Cameron W. Anderson, CPA will be the primary engagement shareholder. He has eighteen years of governmental and not-for-profit auditing experience. He has experience planning and performing governmental audits, and has substantial experience auditing counties in Oregon.
- Paul Barnett, CPA is a shareholder and will be assigned to this engagement. He has experience planning and performing governmental audits, as well as experience drafting governmental financial statements. He has ten years of governmental auditing experience.

TECHNICAL QUALIFICATIONS (continued)

Additional staff auditors will be used as determined by the engagement shareholder.

QUALITY CONTROL

Peer Review:

A copy of our most recent peer review report is attached. The review included testing of governmental and non-profit engagements.

COMPLIANCE

Viability and Stability:

We have no judgements, and know of no pending or expected litigation or real or potential financial reversals that might materially affect Barnett and Moro, P.C.

Service Record:

Barnett and Moro, P.C. has not had any audit contracts terminated for default.

Like all Oregon municipal auditors, Barnett and Moro, P.C. is subject to oversight and our audits are subject to review by the Oregon Secretary of State Audit Division. The Audit Division sometimes requests changes be made to audit reports or audited financial statements.

USE OF SUBCONTRACTORS

Use of Subcontractors:

Barnett and Moro, P.C. does not use subcontractors to perform audit procedures.

AUDIT APPROACH

Audit Services:

We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Morrow County. The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (GAAP) and to report on the fairness of the supplementary information subject to auditing procedures when considered in relation to the financial statements as a whole.

Our Audit Approach:

Our objective is to provide Morrow County, with a high quality audit at a reasonable cost. The audit will consist of three phases:

AUDIT APPROACH (Continued)

1. Audit planning (July – August)
2. Year-end tests (September – October)
3. Review and finalization (October – November)

Audit planning will consist of the following:

- A. Review prior-year working papers
- B. Review and document the organizations' accounting system and internal controls
- C. Preparation of audit programs

Our tests of year-end balances will center on the substantiation of selected account balances. These tests will include:

- A. Review of account reconciliations, working trial balances, and other work papers
- B. Confirmation or other substantiation of:
 - Cash
 - Receivables
 - Debt payable
 - State and federal revenues and grants
- C. Examination of supporting evidence for:
 - Current year additions to property, plant, and equipment
- D. Analytical review and other appropriate substantive tests of revenues and expenditures

Upon completion of our year-end tests, we will finalize and review audit adjustments, if any, with the appropriate organization personnel and draft the auditor's reports. We will also discuss opportunities with management for improvements to the fiscal operations of the County should we identify such opportunities.

Timing:

The written audit report will be completed and delivered within a reasonable time, but no later than December 1 after the close of the audit period ending June 30 of each year. In order to meet this deadline, all reconciliations and documents requested from County personnel will need to be provided no later than October 15 after the close of the audit period.

All inclusive pricing:

Barnett and Moro, P.C. does not bill separately for out-of-pocket costs. \$35,000 is our all-inclusive price for the fiscal year end June 30, 2019. This price includes the preparation of the financial statements. If Morrow County prepares the financial statements, this price will be reduced by \$6,000.

AUDIT APPROACH (Continued)

Additional Services: The all-inclusive price includes the services described above. We are willing to perform additional services outside the scope of this proposal upon request. Prices will be negotiated as part of a separate engagement before services are provided and are expected to be at the rates listed in the Audit Service Fees section above.

Estimated number of hours:	Engagement shareholder hours	120
	Manager hours	80
	Staff accountant hours	100
	Total hours	300

USE OF COUNTY PERSONNEL

County Personnel: Barnett and Moro, P.C. would expect County personnel to provide client prepared work papers as appropriate. County personnel would also be expected to answer questions and to provide additional details, explanations, and supporting documents for accounts and transactions selected for testing.

Respectfully submitted,



Cameron W. Anderson, Shareholder
May 17, 2019

Barnett and Moro, P.C.
List of Governmental Audit and Review Clients
June 30, 2018

Governmental Audits:

City of Heppner, Oregon
City of Hermiston, Oregon
City of Umatilla, Oregon
Hermiston Irrigation District
Gilliam County Soil & Water Conservation District
Morrow County Recreation District
Morrow County, Oregon
North Gilliam County Health District
Port of Umatilla, Oregon
South Gilliam County Health District
Stanfield Irrigation District
Tri-County Cooperative Weed Management Area
Umatilla County School District 8R (Hermiston, Oregon)
Umatilla County Special Library District
Umatilla County, Oregon
Umatilla Hospital District
Umatilla Morrow Radio and Data District
Umatilla Rural Fire Protection District
West Extension Irrigation District
West Umatilla Mosquito Control District
Westland Irrigation District
Wheeler County Soil and Water Conservation District

Governmental Reviews:

Echo Rural Fire District
Hermiston Cemetery District
Ione Rural Fire District
Irrigon Rural Fire District
Monument Soil & Water Conservation District
North Gilliam County Rural Fire Protection District
Oregon Trail Library District
South Gilliam County Rural Fire District
Umatilla County Soil and Water Conservation District

**Barnett and Moro, P.C.
Selected Contact Information
Audit Clients
June 30, 2018**

Contact information for governmental audit clients:

**Morrow County, Oregon
Katherine Knop, Finance Director
PO Box 867
Heppner, OR 97836
541-676-5615**

**Umatilla County, Oregon
Robert Pahl, CFO
216 SE 4th Street
Pendleton, OR 97801
541-278-6210**

**Morrow County Unified Recreation District
Cyde Estes, Chairperson
PO Box 765
Heppner, OR 97836
541-676-5808**



MATHEW D. PETERSEN
ABBY M. SANDERS
RYAN D. SMITH

3702 KERN ROAD
YAKIMA, WA 98902
509.575.1040 P
509.457.2145 F

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Shareholders of Barnett & Moro, P.C.
and the Peer Review Committee of Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Barnett & Moro, P.C. (the firm) in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Barnett & Moro, P.C. in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Barnett & Moro, P.C. has received a peer review rating of pass.

Petersen CPAs + Advisors, PLLC

Petersen CPAs and Advisors, PLLC
August 15, 2017



OSCPA Peer Review Program
Administered in Oregon by
Oregon Society of CPAs



AICPA Peer Review Program
Administered in Oregon and Guam by
Oregon Society of CPAs

September 29, 2017

Dennis Barnett
Barnett & Moro, P. C.
495 E Main St
Hermiston, OR 97838 1926

Dear Dennis Barnett:

It is my pleasure to notify you that on September 29, 2017, the Oregon Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.



OSCPA Peer Review Program
Administered in Oregon by
Oregon Society of CPAs



AICPA Peer Review Program
Administered in Oregon and Guam by
Oregon Society of CPAs

If your firm's peer review began prior to May 1, 2017, the firm is required to submit a copy of its acceptance letter to the Oregon Board of Accountancy with 45 days of receipt or with submission of a firm renewal application, whichever occurs first. Completion letters, received once monitoring actions are completed, must also be submitted to the Oregon Board of Accountancy with 45 days of receipt. If you have any questions, please contact peer review staff at 503-641-7200 / 800-255-1470, ext. 5, or peerreview@orcpa.org.

Sincerely,

Phyllis B. Barker
Vice President / COO
peerreview@orcpa.org 503-641-7200 / 800-255-1470 ext. 5
Oregon Society of CPAs

CC: Angela Pratt, Cameron Anderson

Firm Number: 900010082753

Review Number: 537413

State of Oregon : Board of Accountancy : Licensee Search : Print

Firm Information

Firm Number 33
Name BARNETT & MORO PC
Address 495 E MAIN STREET
 HERMISTON, OR 97838
Status ACTIVE
Type PC
Date License Granted 6/13/1984
Expires 12/31/2019
Managing Partner Kristle L Shasteen
Disciplinary NO

Licensees

Licensees	Expires	Status
Anderson, Cameron Wayne	6/30/2020	ACTIVE
Barnett, Dennis L	6/30/2020	ACTIVE
Barnett, Paul Alexander	6/30/2019	ACTIVE
Bennett, Betsy J	6/30/2020	ACTIVE
Boylan, Mitchell Leon	6/30/2019	ACTIVE
Moro, Gerald J	6/30/2019	ACTIVE
Ramos Bautista, Rebecca Key	6/30/2020	ACTIVE
Shasteen, Kristle L	6/30/2019	ACTIVE
Stoddard, Richard Lee	6/30/2020	ACTIVE

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 10106
Status ACTIVE
Type CPA
Name Cameron Anderson
Address 495 E MAIN ST
 HERMISTON, OR 97838
Date License Granted 12/17/2001
Expires 6/30/2020
Firm Name BARNETT & MORO PC
Muni 1330
CPE Carryover Hours 20
Disciplinary NO

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 4204
Status ACTIVE
Type CPA
Name Dennis Barnett
Address 495 E MAIN ST
 HERMISTON, OR 97838
Date License Granted 1/25/1982
Expires 6/30/2020
Firm Name BARNETT & MORO PC
Muni 1088
CPE Carryover Hours 20
Disciplinary NO

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 13249
Status ACTIVE
Type CPA
Name Paul Barnett
Address 495 E MAIN ST
 HERMISTON, OR 97838
Date License Granted 3/1/2012
Expires 6/30/2019
Firm Name BARNETT & MORO PC
Muni 1546
CPE Carryover Hours 20
Disciplinary NO

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 14027
Status ACTIVE
Type CPA
Name Mitchell Boylan
Address 495 E MAIN
 HERMISTON, OR 97838
Date License Granted 9/18/2014
Expires 6/30/2019
Firm Name BARNETT & MORO PC
Muni 1572
CPE Carryover Hours 20
Disciplinary NO

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 13488
Status ACTIVE
Type CPA
Name Rebecca Ramos Bautista
Address 495 E MAIN ST
 HERMISTON, OR 97838
Date License Granted 1/2/2013
Expires 6/30/2020
Firm Name BARNETT & MORO PC
Muni 1538
CPE Carryover Hours 20
Disciplinary NO

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 10383
Status ACTIVE
Type CPA
Name Kristie Shasteen
Address 495 E MAIN ST
 HERMISTON, OR 97838
Date License Granted 10/21/2002
Expires 6/30/2019
Firm Name BARNETT & MORO PC
Muni 1359
CPE Carryover Hours 20
Disciplinary NO

State of Oregon : Board of Accountancy : Licensee Search : Print

Individual Information

License Number 10436
Status ACTIVE
Type CPA
Name Richard Stoddard
Address 495 E MAIN
 HERMISTON, OR 97838
Date License Granted 12/16/2002
Expires 6/30/2020
Firm Name BARNETT & MORO PC
Muni 1412
CPE Carryover Hours 20
Disciplinary NO

Audit Proposal

Oster
Professional Summer Sears, Talbot, Korvola
Group CPA & Warwick, LLP

Proposal Received:	<u>Barnett & Moro P.C.</u> 5/17/2019 1:21:00 PM	<u>Connected Professional Accountant, LLC</u> No response	<u>Solutions, CPA's</u> No response	<u>Oster</u> <u>Professional</u> <u>Group</u> No response	<u>Summer Sears,</u> <u>CPA</u> No response	<u>Talbot, Korvola</u> <u>& Warwick, LLP</u> No response
Overview:	Located in Hermiston, OR and has performed Morrow County, Oregon audits for many years. Most of their clients are located in Umatilla and Morrow Counties.					
Engagement Shareholder:	Cameron Anderson, CPA 18 years experience					
Industry Expertise:	B&M has 8 CPA's on staff, including municipal auditors					
Fieldwork Days:	6					
Cost:	FY 2018-19, \$35,000 FY 2019-20, \$35,700 FY 2020-21, \$36,400					
References:	Umatilla County, Oregon Morrow County Unified Recreation District					

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Kimtek corporation
two firelight compact FCW-206 slide in tanks
\$14,270.00

Morrow County Grain Growers
two firelight compact FCW-206 slide in tanks
\$7,614.05 each. two would be \$15,228.10

John Day Polaris
two firelight compact FCW-206 slide in tanks
\$15,600

2. FISCAL IMPACT:

Funds to be taken out of capital outlay equipment purchase line item 238-300-5-40-4103 with a current balance of 19,499.66 leaving a balance of 5,229.66

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

Motion to purchase two Kimtek firelight compact FCW-206 slide in tanks from Kimtek Corporation in the amount of \$14,270.00.

Attach additional background documentation as needed.

Sandra Pointer

From: Justin Nelson
Sent: Friday, June 7, 2019 8:52 AM
To: Matt Scrivner; Kate Knop
Cc: Darrell Green; Sandra Pointer; Morrow Co Parks Manager; Roberta Lutcher
Subject: RE: Agenda item

I do not have any concerns from County Counsel perspective.
-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Matt Scrivner
Sent: Monday, June 3, 2019 10:58 AM
To: Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: Agenda item

Attached you will find an agenda item we are requesting for June 12th. Please respond with approvals or questions.

Matt Scrivner

Public Works Director
Morrow County Public Works
365 W. Hwy 74
Lexington, Oregon 97839
1-541-989-8584 (office)
1-541-980-7468 (cell)

Sandra Pointer

From: Kate Knop
Sent: Friday, June 7, 2019 9:03 AM
To: Justin Nelson; Matt Scrivner
Cc: Darrell Green; Sandra Pointer; Morrow Co Parks Manager; Roberta Lutcher
Subject: RE: Agenda item

The budget appropriations are available, three quotes are included, and I have no concerns.

Kate Knop

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



From: Justin Nelson
Sent: Friday, June 07, 2019 8:52 AM
To: Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: RE: Agenda item

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Email: jnelson@co.morrow.or.us

KIMTEK CORPORATION

QUOTE

"HOME OF THE AFFORDABLE SKID UNIT!"

326 INDUSTRIAL PARK LANE
ORLEANS, VT 05860
Phone 1-888-546-8358 Fax 1-802-754-2300

DATE: May 29, 2019
QUOTE #: MCP-052919
FOR: FIRELITE Compact
Wildfire FCW-206

Quote To:

Morrow County Parks
Lexington, OR 97839
Greg
(541) 240-1741



DESCRIPTION	AMOUNT
2- FIRELITE Compact Wildfire FCW-206 / Darley-Davey Honda driven 6.5 HP pump / Hannay Reel 4000 Series manual crank with 50' of 1" or 100' of 3/4" Boostlite hose w nozzle/ 70 gallon poly water tank / compact design to fit in UTV with tailgate closed <i>All to fit 2018-2019 Polaris Ranger 900 or 1000 *Customer is aware of squat potential.</i>	12,300.00
2- Add electric rewind to Hannay Reel (Open Market)	800.00
2- Add Scotty Through the Pump Class A Foam System w-5 gallon foam cell (Open Market)	1,400.00
1- Crating & Shipping	1,280.00
1- Multi-unit Shipping Discount	(200.00)
*Less 'GSA Equivalent' discount	(1,310.00)
<p><i>Shipping charges quoted do not include accessorial charges such as but not limited to: Liftgate service \$65, call prior to delivery \$25, etc. Please add these charges to your budget as you see fit. For any additional services, please call for a quote.</i></p>	
TOTAL	\$ 14,270.00

Make all checks payable to **KIMTEK CORPORATION**

If you have any questions concerning this quote, contact:

Kimball Johnson, President 1-888-546-8358 or email sales@kimtekresearch.com

A Finance Charge of 1.5% (18 Annum) Will Be Charged To Invoice Past Due 30 Days.

THANK YOU FOR YOUR BUSINESS!



MORROW CO GRAIN GROWERS *L

HIGHWAY 74
LEXINGTON, OR 97839
(541) 989-8221

To: MORROW COUNTY PARKS
COURT HOUSE
HEPPNER, OR 97836

Created: May 28, 2019
Expiration: June 27, 2019
Prepared By: BAILEY, JUSTIN

Customer #: 42713

Phone # (541) 256-0379

Quote Items:

Make	Model	Description	Serial Number	Unit #	Quantity	Price	Ext. Price
KIMTEK	FCW-206	FIRELITE SLIDER	ON ORDER		1	\$6,914.05	\$6,914.05

Note: 1- FIRELITE Compact Wildfire FCW-206 / Darley-Davey Honda driven 6.5 HP pump / Hannay Reel 4000 Series manual crank with 100' of 3/4" Boostlite hose w nozzle / 55 or 70 gallon poly water tank / compact design to fit in UTV with tailgate closed

Add electric rewind to Hannay Reel

Add Scotty Through the Pump, Class A Foam System with 5 gallon foam cell

SHIPPING

\$700.00

Special Instructions:

New equipment carries manufacturer warranty.
Used equipment is sold as is, where is.

Terms and Conditions:

Quote is good for 30 days.

Total Units:	\$7,614.05
Sales Tax:	\$0.00
Total Amount:	<u>\$7,614.05</u>
Down Payment:	<u>\$0.00</u>
Amount Due:	<u>\$7,614.05</u>

Signature:

Date of Acceptance:

Created: 05/28/2019
Printed: 05/28/2019

Quotation Number: JUS4743.01
Page Number: 1



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Total Amount:	\$7,614.05
Down Payment:	\$0.00
Amount Due:	\$7,614.05

Signature:	Date of Acceptance:
------------	---------------------

John Day Polaris, Inc.

821 Hwy 26
John Day, OR 97845
541-575-0828

Part Quote

Sold To: MORROW COUNTY OHV
PARK

Date: 05/31/2019 11:18 AM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Ext Price	Bin
2	0	0	0	FCW-206	JD	SLIDE IN FIRE UNIT	\$15,600.00	
							Subtotal	\$15,600.00
							Sales Tax	\$0.00
							Quote Total	\$15,600.00

This is Part Quote only. All prices are subject to change.

(This is not an Invoice)



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

(For BOC Use)
Item #
lg

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

Presenter at BOC: Darrel Green / Commissioner Lindsay Phone Number (Ext):
Department: BOC Requested Agenda Date: 6/12/2019
Short Title of Agenda Item: Contract and Purchase Process Amendment
(No acronyms please)

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

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

Reviewed By:

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

During the June 5, 2019 Board of Commissioner Work Session the Board of Commissioners created a work group to review the process of what contracts, agreements, and purchases are required to be signed or reviewed by the BoC.

The Committee met on June 5, 2019, and came to an agreement that two changes can occur as soon as possible, with additional changes possibly occurring later after the committee performs additional research and holds further meetings.

1. Bid acceptance, signing of contract, and any necessary budget resolution can occur at the same Board of Commissioner meeting for a individual purchase/service.

2. Purchase Amounts- Option #1

Department purchases of \$0-\$9,999.99 can be approved by Department Head.
Purchases between \$10,000.00 to \$49,999.99 can be approved by County Administrator of Board of Commissioners
Purchases in excess of \$50,000 will need approval by Board of Commissioners

3. Purchase Amounts- Option #2

Department purchases of \$0-\$9,999.99 can be approved by Department Head.
Purchases between \$10,000.00 to \$29,999.99 can be approved by County Administrator of Board of Commissioners
Purchases in excess of \$30,000 will need approval by Board of Commissioners

2. FISCAL IMPACT:

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

Move to allow bid acceptance, signing of contract, and any necessary budget resolution can occur at the same Board of Commissioner meeting for a individual purchase/service.

Decide between Option #1 and #2:

Attach additional background documentation as needed.



PLANNING DEPARTMENT

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

MEMORANDUM

To: Morrow County Board of Commissioners
 From: Carla McLane, Planning Director
 Date: June 10, 2019
 RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during June, July and further into the year. It is not exhaustive.

Buildable Lands Inventory and Housing Analysis:

The BLI & HA is completed. The Housing Strategies Report, the capstone product, has been briefly reviewed by the Planning Commission with an understanding that some final edits were eminent based on comment from the Department of Land Conservation and Development. At the May 28 Planning Commission meeting some great discussion took place around next steps. The consultant team will provide the final work product this week.

The Housing Strategies Report adoption process is more simple as we are not proposing changes at this time to our Comprehensive Plan or Zoning Ordinance. We are proposing to use the Report as guidance for future updates. It is recommended that the Report be adopted via a Resolution after a Planning Commission Work Session, which could be done as a joint Work Session with the Board of Commissioners. That Planning Commission Work Session would include a discussion of the anticipated next steps which could include a Goal 10 update, amendment to our residential use zones, incorporation of standards for accessory dwelling units, and amendment to our residential design standards. Other items to consider might be creation and implementation of a forest residential or recreational use zone for application at Blakes Ranch, Penland Lake and Cutsforth Park, and additional work under Goal 10 to create new residential exception lands in the Willow Creek Valley.

We are targeting a Work Session with the Planning Commission on July 30, resulting in a recommendation to the Board of Commissioner's to adopt by resolution at some point in August. The Work Sessions anticipated as we move through this process do not require a public hearing, but do need to be done as part of a public meeting.

Community Wildfire Protection Plan:

Work on this project, except for the adoption, should be completed this week. Both the Stakeholder Group and the Planning Commission have provided their approval for adoption by the Board of Commissioners, an action that is done by Resolution. Neither the CWPP or its parent document, the Natural Hazards Mitigation Plan, is a regulatory document; they serve as guidance to which regulation can be promulgated.

During our discussion I will be seeking your input into how you want to achieve adoption: by holding a public hearing (not required), completing a Work Session or allowing for a lengthier agenda item around the document (suggested), or some other mechanism.

Onsite Waste Water Treatment Program:

We are one month into the program! So far all is running smoothly. Attached is the first report on activity; this is the one sent to DEQ that is also shared with us.

Ellis Project:

Work continues on Morrow County's involvement with this project behind the scenes. Work is underway drafting a Memorandum of Agreement between the United States Forest Service and Morrow County to outline our involvement delineating the various aspects of the project work that we would be involved with. An update is anticipated on June 24 during the Board's meeting at the OHV Park.

Navy and OMD VTC:

We are working to put together a Video Teleconference with the Navy and the Oregon Military Department sometime in the coming months. While I have a list of potential topics, please do let me know if there are any specific items you would like to be covered by either party.

Port of Morrow (POM) Interchange Area Management Plan (IAMP):

The POM IAMP was adopted in 2012 concurrent with the Interstate 84/Highway 730 IAMP. It is also co-adopted with the City of Boardman as the lion's share of the interchange is in the city limits. But it does serve land managed by the county to both the south and the east.

A number of potential remedies to items of concern are identified within the IAMP. Those defined actions are designed to be implemented when development triggers certain thresholds or when the level of service drops indicating a failure of the system. At this point both situations are in front of us. Development on the south side of the interchange, including the County's Public Works facility, are triggering discussion about the need to initiate development of the loop roads, particularly on the west side of Laurel Road. Increased traffic moving off Interstate 84 and into the POM is driving discussion around other design options for the off ramp and Laurel Road connections. Being considered is a roundabout that was not anticipated as part of the IAMP. And if a project isn't in your local TSP it would not be considered eligible for ODOT funding or action.

While my primary intent with this item is to keep you in the loop, there has been a request for a letter to be sent to ODOT from the three entities – the Port, City and County – requesting ODOT involvement on the roundabout consideration (which apparently was suggested by ODOT as a solution). There is a need to engage ODOT in first an update to the IAMP to consider new options such as a roundabout, and then to consider design and construction of the proposed solution.

Oregon Department of Energy (ODOE) Energy Facility Siting Council (EFSC):

Wheatridge: Construction on the wind energy and related battery storage is set to start this year with a completion before the end of 2020. The amendment to allow the solar energy and related battery storage continues as well with the Draft Proposed Order anticipated late summer. Both activities will keep Planning and Public Works staff... busy!

B2H: The Draft Proposed Order is out for the B2H project. Comments are due by July 23, 2019, with public hearings along the route scheduled for June 18 through June 27. I am anticipating comment to the Draft Proposed Order and have reached out to other county staff to support development of those comments.

Shepherds Flat: The Shepherds Flat project, which is actually three projects, two with components in Morrow County, is requesting an amendment to their Site Certificate to allow for longer blade length. This process is just getting underway and will take several months to complete.



FOR DEQ USE ONLY:	
DATE REC'D	
AMOUNT REC'D	
CHECK #	

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
Onsite Waste Systems Activity Report

	May, 2019	When making adjustments to permit surcharge fees, include quantity, amount and explanation in notes field.
County:	Morrow	
Contact:	Linsey Ware	
Report Date:	6/4/2019	

TYPE OF ACTIVITY	Number of Activities	Surcharge Fees	Notes
SITE EVALUATION REPORTS			
First Lot		\$0	
Commercial		\$0	
Existing System Evaluations		\$0	
CONSTRUCTION-INSTALLATION PERMITS			
Standard Systems	1	\$100	
Capping Fill Systems	1	\$100	
Pressure Distribution Systems		\$0	
Sand Filter Systems		\$0	
ATT (Alternative Treatment Technology)		\$0	
CSF (Commercial Sand Filter)		\$0	
RGF (Recirculating Gravel Filter)		\$0	
Other Alternative Systems		\$0	
Vault Privy		\$0	
Alteration Permits			
Major		\$0	
Minor	1	\$100	
Repair Permits			
Single Family (Major)		\$0	
Single Family (Minor)		\$0	
Commercial (Major)		\$0	
Commercial (Minor)		\$0	
Permit Renewal/Reinstatement/Transfer			
With field visit		\$0	
No field visit		\$0	
AUTHORIZATION NOTICES			
With field visit		\$0	
No field visit		\$0	
Permit resulting from Authorization Notice:		N/A	
TOTAL ACTIVITIES			
	3		
Adjustments or additional fees			
# of Adjustments			See adjustments notes above. (enter credits as a - #)
TOTAL FEES			
		\$300.00	

Do not include applications and fees that were withdrawn.

FOR IMMEDIATE RELEASE
June 10, 2019

Oregon Department of Energy to Hold Five Public Hearings for Proposed Boardman to Hemingway Transmission Line

SALEM — The Oregon Department of Energy and the Energy Facility Siting Council will hold a series of public hearings on the Draft Proposed Order for the Boardman to Hemingway Transmission Line in Eastern Oregon this month.

The proposed 500-kilovolt Boardman to Hemingway Transmission Line would run about 300 miles from Boardman, Oregon to a substation in southwest Idaho. The Idaho Power Company-proposed transmission line would run through five Oregon counties, and would add a new substation in Boardman.

Idaho Power first notified Oregon of its intent to build the facility in 2010, and submitted its complete application in September 2018. ODOE facility siting staff reviewed the 20,000-plus page application and issued a Draft Proposed Order, which recommends approval of the facility – with conditions – to the state’s Energy Facility Siting Council. Siting staff reviewed the application against a number of criteria, known as Siting Standards. The 14 general standards and other facility-specific standards and regulations outline requirements for land use; soil protection; fish and wildlife habitat; noise regulations; and historic, cultural, and archaeological resources, among others.

Before any final decision is made by EFSC, it will hold a public hearing on the Draft Proposed Order in each of the counties through which the Boardman to Hemingway Line would travel:

- Malheur County: June 18, 2019 at 4:30 p.m. (MDT) at the Four Rivers Cultural Center in Ontario
- Baker County: June 19, 2019 at 4:30 p.m. (PDT) at the Baker City Veterans of Foreign Wars Hall
- Union County: June 20, 2019 at 4:30 p.m. (PDT) at the Blue Mountain Conference Center in LaGrande
- Umatilla County: June 26, 2019 at 4:30 p.m. (PDT) at the Pendleton Convention Center
- Morrow County: June 27, 2019 at 4:30 p.m. (PDT) at the Port of Morrow in Boardman

The hearings will include a short information session about the proposed transmission line in each county followed by an opportunity for public comments. Oregonians can access more information about the proposed facility, view the complete application and Draft Proposed Order, and find additional ways to submit public comments on ODOE’s website. The public comment period ends on July 23, 2019.