

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 20, 2020 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
See Electronic Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable, May 21st; Payroll Payables, April 28th, \$197,840.90
 - b. Minutes: March 25th & April 1st
 - c. Permit Applications #OPU-OPX from Gas Transmission Northwest LLC, to locate within or cross the County road right-of-way at Bombing Range Road and 1.06-12.84 miles from the intersection with Wilson Lane
 - d. Professional Recruitment of Planning Manager
 - e. Resolution No. R-2020-8: Amending Resolution No. R-2020-7
 - f. **Approve City of Irrigon Replat (Site for North County Government Building)**
5. **Business Items**
 - a. City of Boardman request to include the City's Urban Growth Boundary in its Enterprise Zone application (Karen Pettigrew, Boardman City Manager)
 - b. Morrow County Government Command Center Update
 - c. Reopening Plan Criteria Benchmarks
 - d. Parks Opening (Greg Close, Parks General Manager; Matt Scrivner, Public Works Director)
 - e. Emergency Manager Position Discussion (Darrell Green, Administrator)
 - f. ~~Part Time Paid Drivers for The Loop (Katie Imes, Coordinator)~~
 - g. **10:00 a.m.** – Discussion Regarding Grant Funding for the LPSCC Coordinator Position (*Local Public Safety Coordinating Council*) (Chair Lindsay; Jessie Rose, Coordinator; Ian T. Davidson, Justice Reinvestment Program Manager, Criminal Justice Commission)
 - h. Irrigon Building Update (Darrell Green)
 - i. Future BOC Meeting Schedules
6. **Department Reports – None Scheduled**
7. **Correspondence**
8. **Sign documents**
9. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This

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

Electronic Meeting Information

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>

**Morrow County Board of Commissioners Meeting Minutes
March 25, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Roberta Lutcher, Executive Assistant

Via Electronic Means

Kate Knop, Finance Director
Justin Nelson, County Counsel
Rick Stokoe, Port of Morrow
Lisa Mittelsdorf, Port of Morrow

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

City & Citizen Comments: The County's new Community Development Director, Gregg Zody, introduced himself and said it was a pleasure to be in Morrow County.

Open Agenda: Commissioner Russell asked to add a discussion regarding the Olson Road/Wilson Lane intersection.

Chair Lindsay said she wanted to add discussions about: 1.) Transitioning to electronic tablets during Board meetings; 2.) Clarifying the intent of yesterday's decision regarding the use of the rodeo arena; and 3.) This afternoon's Work Session on the Columbia River Enterprise Zone Re-designation will be for information gathering only. A decision will be scheduled for a future regular BOC meeting.

BOC Meeting Notebooks

It was agreed to move away from hard copy notebooks and use the tablets provided by the County. There will continue to be one hard copy notebook available for presenters to use.

Rodeo Arena

Chair Lindsay said she was concerned that yesterday's motion did not clearly convey the Board's intent, which was to not allow events, such as Wranglers Club, Rodeo Club, etc.

Commissioner Russell agreed and added if social distancing becomes a problem with those using the arena, the County will shut it down. He emphasized the number of people who could be there was 10.

Chair Lindsay moved to allow no formal events where people come in to participate. Commissioner Russell seconded. Unanimous approval.

Consent Calendar

Commissioner Russell moved approve the following items in the Consent Calendar:

- 1. Accounts Payable, March 26th, \$331,448.93; Void Check, March 19th, \$3,760*
- 2. Minutes: March 18th Work Session*
- 3. Amendment No. 1 to Criminal Justice Commission, Justice Reinvestment Grant Program, Grant Agreement #JR-19-025; and authorize Chair Lindsay to sign on behalf of the County*

4. *Fiscal Year 2020 Scope of Work Agreement with the Army Corps of Engineers and the Morrow County Weed Control District; October 1, 2019-September 30, 2020; not-to-exceed amount \$2,500; and authorize Chair Lindsay to sign on behalf of the County*
5. *Eighth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services; additional \$35,966 for COVID-19 Response; and authorize Chair Lindsay to sign on behalf of the County*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Columbia Development Authority, Umatilla Depot Property Update

Commissioner Russell said Greg Smith, CDA Project Manager, and other members of the CDA Board recently attended a BRAC (Base Realignment and Closure) meeting and learned the transfer date of the Depot property has been pushed back to the fall of this year. Brief discussion.

Economic Development Resiliency Ideas

- Commissioner Russell said the last Regional Solutions/Business Oregon meeting conflicted with a BOC meeting but he planned to listen to the audio recording. He then suggested the next distribution of funds from Columbia River Enterprise Zone II Board to economic development entities in the County perhaps include ways to incentivize businesses impacted by the COVID-19 closures. He went on to say the County should partner with the economic development entities, chambers of commerce, and the Port of Morrow to come up with ideas to help everyone through this economic and health crisis.
- Chair Lindsay said she was beginning to explore options for no- or low-interest loans using a combination of funds/sources, such as the Equity Fund, grants, unanticipated excess County funds, future Enterprise Zone dollars and those already distributed.
- Assessor/Tax Collector Mike Gorman proposed using local CREZ funds to support a program for new businesses to assist with the Business Personal Property Tax and Real Property Tax. He said a new business usually fails within the first three-five years and this could mean the difference for new businesses, especially in south County.
- Interim Public Health Director Diane Kilkenny said this might not be the last pandemic or isolated disease outbreak. She suggested there be something to help businesses cope in the future, such as drive-throughs and other ways to change the mode of interaction for businesses.
- Chair Lindsay brought up the need for someone to take the lead on broadband to the home. She said the federal government was not going to figure it out for us.
- Lisa Mittelsdorf, POM Economic Development Director, said the Boardman Community Development Association (BCDA) already discussed how to help small businesses using CREZ funds, and in addition, \$500,000 was set aside to work on broadband as many areas are without coverage.

Food Processing Requests for Support

- Chair Lindsay said the Commissioners were contacted by food processors for support in defining that industry as a “needed service” in the food supply. She asked if it should be formalized in some way.

- Ms. Mittelsdorf said the Port was contacting all processors to let them know the Port was up and running. She said she had not heard any concerns from them based on the guidelines the Governor issued. Brief discussion.

Discussion in Advance of Works Session on CREZ Re-designation

Chair Lindsay referred to the Agenda Packet for the Work Session and said Mr. Gorman and Enterprise Zone Manager Greg Sweek, assisted in compiling the information. She added any decision would come to a future regular meeting agenda and would not be made at a Work Session.

Olson Road/Wilson Lane Update

Commissioner Russell said when he and Administrator Darrell Green initially met with the pastor of Our Lady of Guadalupe Church, Fr. Luis Flores-Alva, the plan was for a meeting to take place with the pastoral council in order to decide if and when the Commissioners could meet with them. However, the Coronavirus caused the Bishop to cancel all unnecessary meetings. Commissioner Russell said we've all wrestled with this for a long time and it needed to be brought to a conclusion. If the County continues to build the road and does not get the 700 square feet of right-of-way from the church that we've asked for, then we should build the best road we can within the existing right-of-way, said Commissioner Russell. Maybe in the future they'll change their mind and we round the corner at that time, he added. Brief discussion.

Chair Lindsay said this needed to be added to an agenda for a formal decision.

Irrigon Building Update

Darrell Green

- Presentations by furniture vendors are being scheduled.
- The replat of the lot in Irrigon will be completed soon.
- Stakeholders were asked to review the information from CIDA (architecture and engineering design firm) and provide feedback to Commissioner Russell by 5:00 p.m., Thursday, March 26th.

Department Reports

Road Department Written Report

The written report was reviewed.

Mr. Green asked the Commissioners if department reports should be submitted in written format only or was the preference to have presenters available via Zoom. The answer was "either/or."

Correspondence

- Oregon Water Resources Department, Summary Report of Watermaster Activities in Morrow County
- Email correspondence from the American Red Cross encouraging people to continue to donate blood (deemed an essential service)
- Letter from Teamsters Local 223 urging employers to share COVID-19 contingency plans with labor representatives and negotiate any plans that impact its members

- Sixth Judicial District Presiding Judge Order No. 20-006 – Order Limiting Services in Morrow County Circuit Court because of Emergency

Commissioner Reports

The Commissioners provided reports of activity, and noted they were not travelling to meetings but were instead participating electronically.

Signing of documents

Adjourned: 10:15 a.m.

DRAFT

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

APPLICATION #: OPU
COUNTY ROAD #: 490
ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Gas Transmission Northwest LLC
Name (Business Name, Attn: Name)
201 W North River Dr, Suite 505
Mailing Address (Street/Post Office Box)
Spokane, WA 99201
City, State, Zip Code
509-533-2833
Phone Number

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

PAYMENT RECEIVED:
05/04/2020 - \$50.00
(Date Payment Received - Amount Received - Initials)
OK# 332 Rept# 42786

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, Gas Transmission Northwest LLC, 201 W North River Dr, Spokane, WA 99201
(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 Bombing Range Rd beginning at 1.79 miles from nearest
(Name of County Road) (Miles)

intersection with road Wilson Ln SE S-25 T-04N R-25E
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Solid State Decoupler; and zinc cable of 5/8" x 7/8", Center Line varying distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line 4 feet depth of line or pipe, W 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 JL Page 2 JL
(Initial) (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: [Signature] DATE: 4/29/20
(Signature of Authorized Permittee) (Date Signed)

State of WASHINGTON
County of SPOKANE
This instrument was acknowledged before me on 29 April, 20 20
by [Signature]
RICHARD TUFTELAND
Notary Public - State of WASHINGTON

Notary Public
State of Washington
RICHARD TUFTELAND
MY COMMISSION EXPIRES
February 6, 2023

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

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)
APPROVED BY: _____ DATE: _____
(Public Works Director) (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

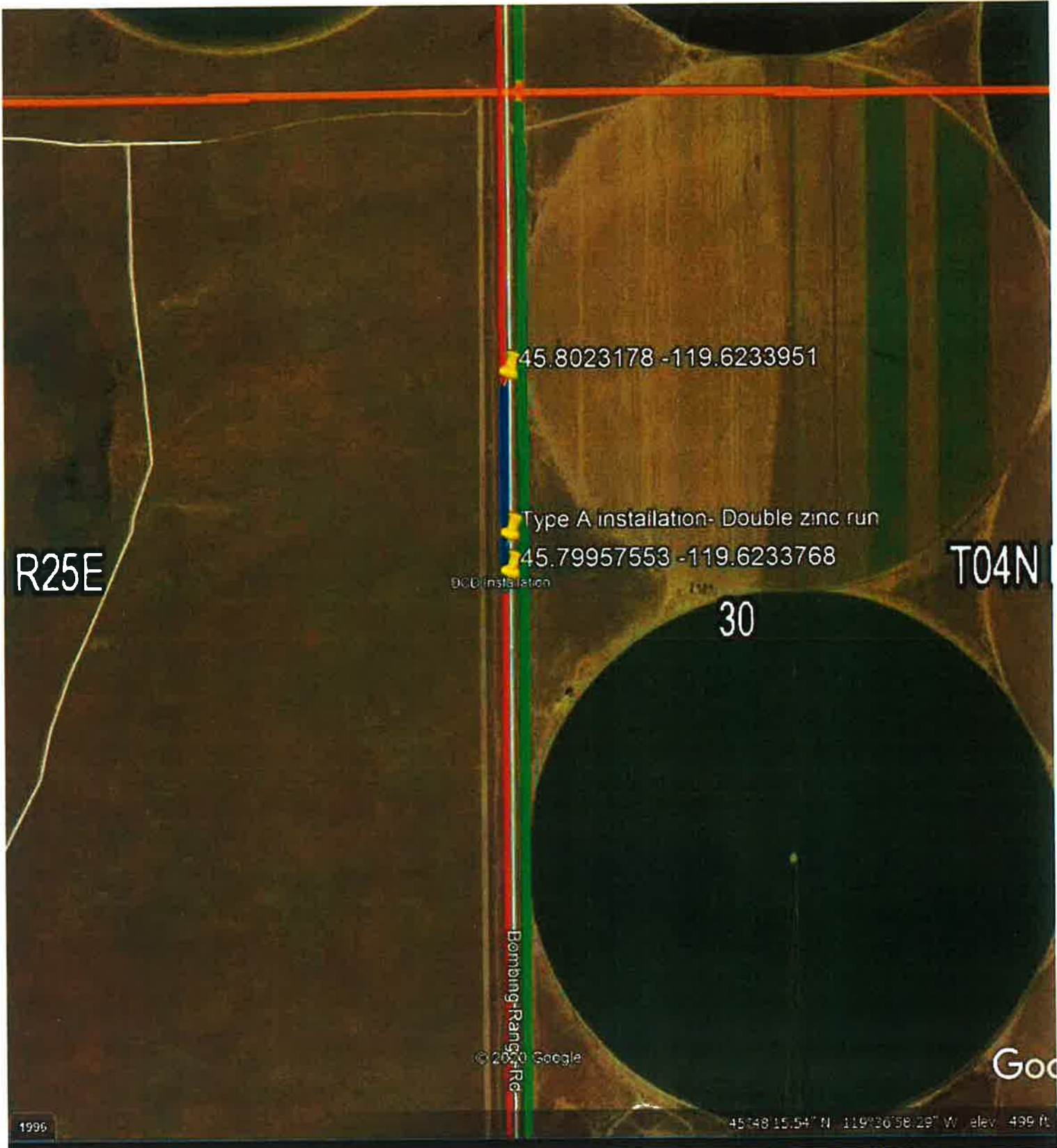
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments 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.

REMOVEAL, 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.



45.8023178 -119.6233951

Type A installation- Double zinc run

45.79957553 -119.6233768

BCC installation

30

R25E

T04N

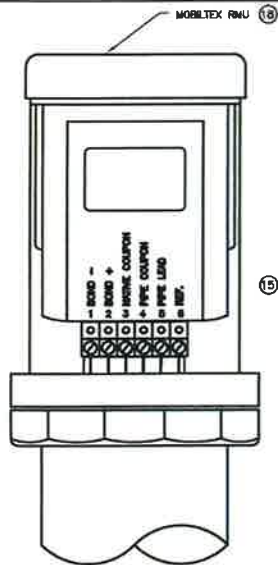
Bombing-Rang-Road

© 2012 Google

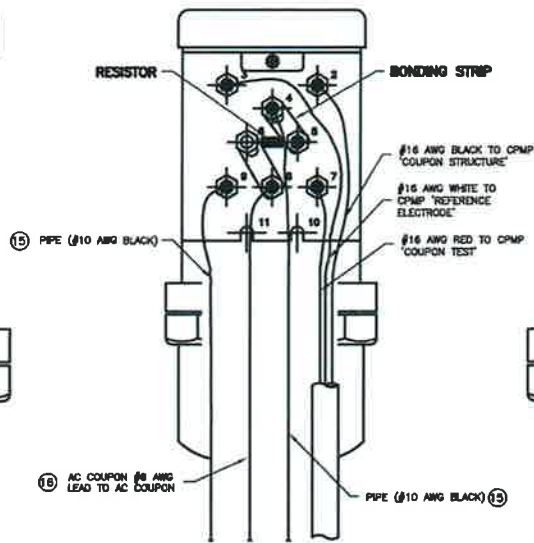
1996

45°48'15.54" N 119°36'58.29" W elev. 499 ft.

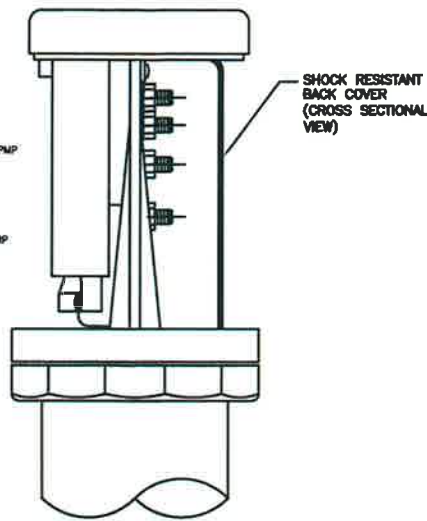
Permit # 090



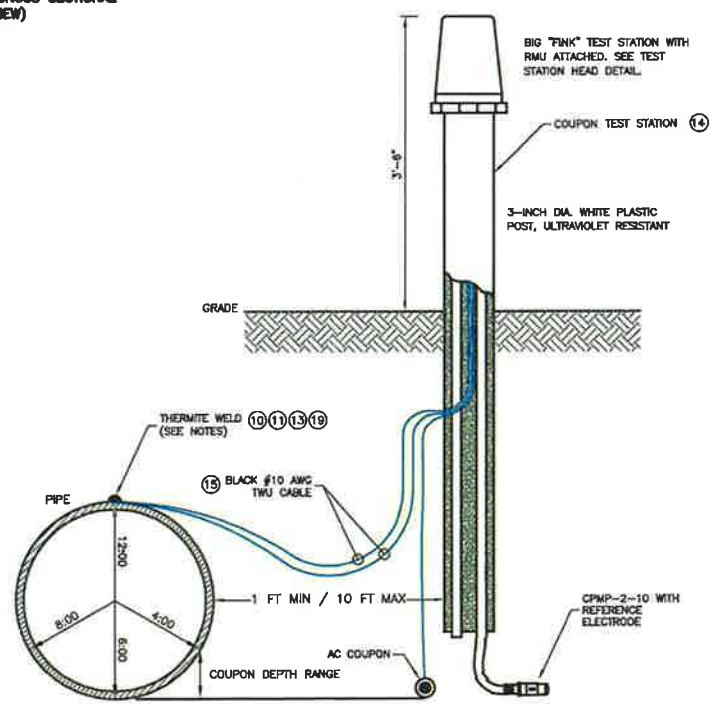
FRONT VIEW



BACK VIEW
(SHOCK RESISTANT
COVER NOT SHOWN)



SIDE VIEW
(WITH SHOCK RESISTANT
COVER SHOWN)



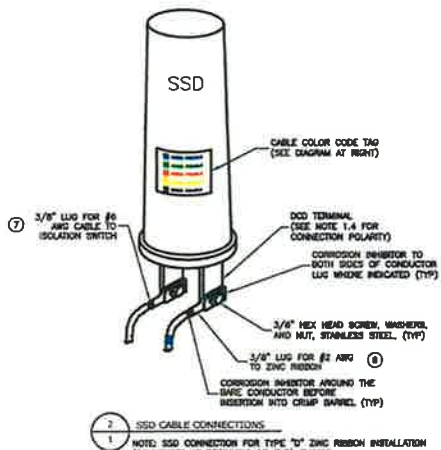
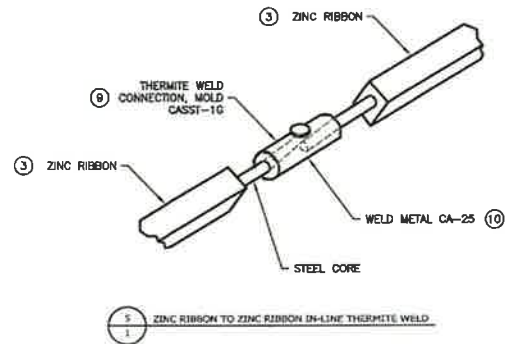
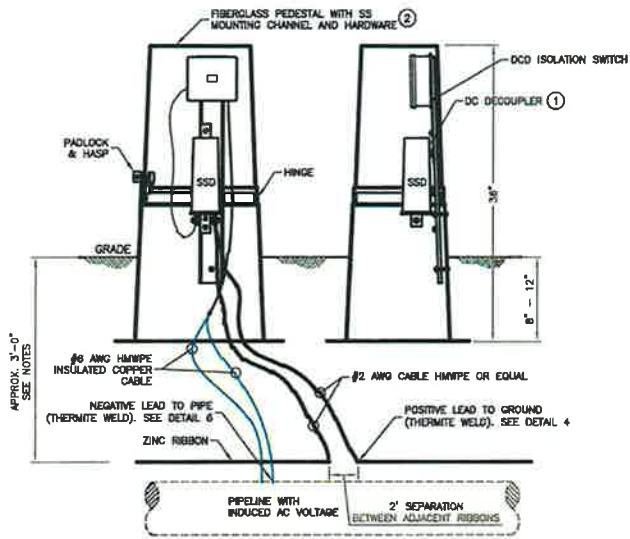
Permit # OPU

| CTS Designation | Approximate Node | Approximate Pole/Station | Approximate GPS Location | |
|-----------------|------------------|--------------------------|--------------------------|--------------|
| | | | Latitude | Longitude |
| CTS1 | 10 | 88+78 | 45.8288037 | -118.800844 |
| CTS2 | 18 | 98+01 | 45.828803 | -118.823147 |
| CTS3 | 28 | 140+11 | 45.842031 | -118.823417 |
| CTS4 | 83 | 285+28 | 45.6783907 | -118.8233137 |
| CTS5 | 188 | 789+88 | 45.8145437 | -118.8241828 |

DNV-GL

The drawing is the property of DNV GL and shall not be reproduced or used in any form without the express written consent of DNV GL.

| | | | |
|--------------|----------|-------------|----------|
| DESIGNED BY | DATE | SCALE | ACTUAL |
| CHECKED BY | REV. NO. | PROJECT NO. | 10184288 |
| APP. BY | DATE | DESIGNED BY | 10184288 |
| SHEET 2 OF 4 | | | |



⑦ ① SSD CABLE CONNECTIONS

NOTE: SSD CONNECTION FOR TYPE "D" ZINC RIBBON INSTALLATION (CONNECTED AT BEGINNING OR END) SHOWN.

QUANTITY OF #2 AWG COPPER CABLE CONNECTIONS TO ZINC RIBBON VARIES AS FOLLOWS:

TYPE "M" & "Y" INSTALLATIONS

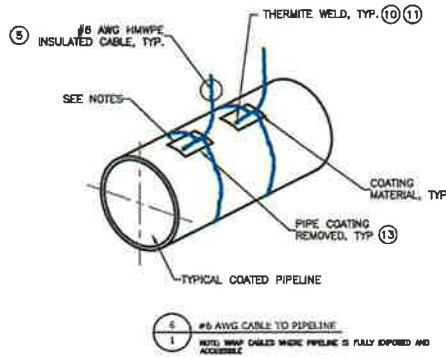
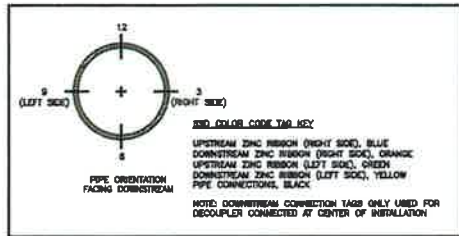
SSD AT CENTER - 2 CONNECTIONS

SSD AT BEGINNING OR END - 1 CONNECTION

TYPE "N" & "T" INSTALLATIONS

SSD AT CENTER - 4 CONNECTIONS

SSD AT BEGINNING OR END - 2 CONNECTIONS



Permit # OPU

DNV-GL

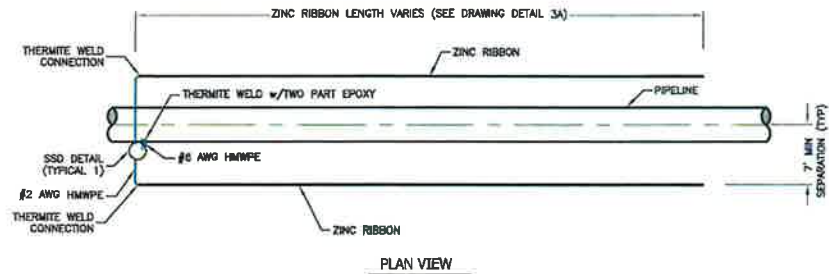
This drawing is the property of DNV GL and shall not be reproduced without the prior written consent of DNV GL.

DNV PRODUCTIONS, INC.
TRANSCORWA PIPELINES LIMITED
12-INCH COVOTE SPURRING PIPELINE
BOWMAN, OREGON

AC MITIGATION INSTALLATION DETAILS

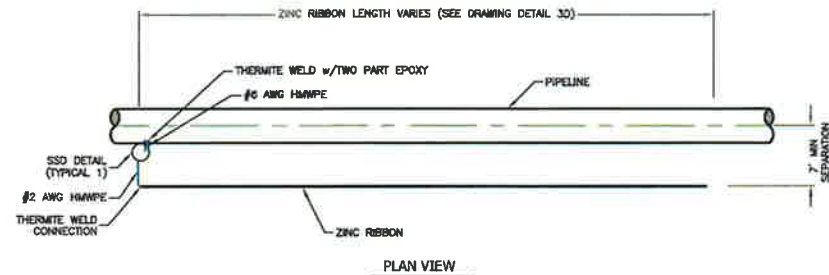
DATE: 6/28/2018 SCALE: N.E.S.
DWG NO. 10154208
REV 0

| NO. | DATE | BY | CHKD BY | APP. BY | REV. |
|-----|------|----|---------|---------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



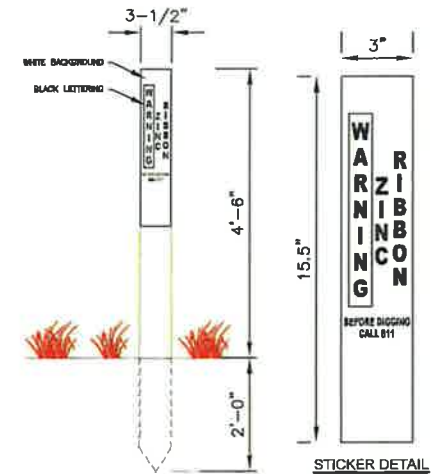
3A TYPE "A" ZINC RIBBON INSTALLATION

- 1) 714+86 INSTALL SSD AT BEGINNING OF 1000 FEET GROUNDING INSTALLATION
- 2) 759+86 INSTALL SSD AT END OF 1000 FEET GROUNDING INSTALLATION



3D TYPE "D" ZINC RIBBON INSTALLATION

- 1) 25+76 INSTALL SSD AT BEGINNING OF 1000 FEET GROUNDING INSTALLATION
- 2) 86+01 INSTALL SSD AT END OF 1000 FEET GROUNDING INSTALLATION
- 3) 285+28 INSTALL SSD AT BEGINNING OF 1000 FEET GROUNDING INSTALLATION



8 TYPICAL UNDERGROUND ZINC MARKER

Permit # OPU
DNV-GL

This drawing is the property of DNV GL and neither it nor the technology contained herein may be reproduced or used without the original written consent of DNV GL.

| | | | | | | | | | | | | | |
|--------------------|----------|--------------------|------|----|------|---------|------|-------------|----------|-----------|---|--------------|---|
| DESIGN NO. | 10154208 | REV | DATE | BY | CHKD | APP. BY | DATE | PROJECT NO. | 10154208 | SHEET NO. | 4 | TOTAL SHEETS | 4 |
| REFERENCE DRAWINGS | | TABLE OF REVISIONS | | | | | | DRWG. NO. | 10154208 | SHEET | 4 | OF | 4 |

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

APPLICATION #: OPV
COUNTY ROAD #: 490
ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Gas Transmission Northwest LLC
Name (Business Name, Attn: Name)
201 W North River Dr, Suite 505
Mailing Address (Street/Post Office Box)
Spokane, WA 99201
City, State, Zip Code
509-533-2833
Phone Number

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

PAYMENT RECEIVED:
05-04-2020 - \$50.00
(Date Payment Received - Amount Received - Initials)
CK# 332 Receipt # 427816

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, Gas Transmission Northwest LLC, 201 W North River Dr, Spokane, WA 99201
(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 Bombing Range Rd beginning at 1.06 miles from nearest
intersection with road Wilson Ln SE S-24 T-04N R-25E
(Name of County Road) (Miles)
E.W.M. with a zinc cable of 5/8" x 7/8", Center Line varying distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line 4 feet depth of line or pipe, W 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 JL
(Initial)

Page 2 JK
(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: [Signature] DATE: 4/29/20
(Signature of Authorized Permittee) (Date Signed)

State of WASHINGTON
County of SPOKANE
This instrument was acknowledged before me on 29 APRIL, 20 20
by [Signature]
RICHARD TUFTELAND
Notary Public - State of WASHINGTON

Notary Public
State of Washington
RICHARD TUFTELAND
MY COMMISSION EXPIRES
February 8, 2023

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

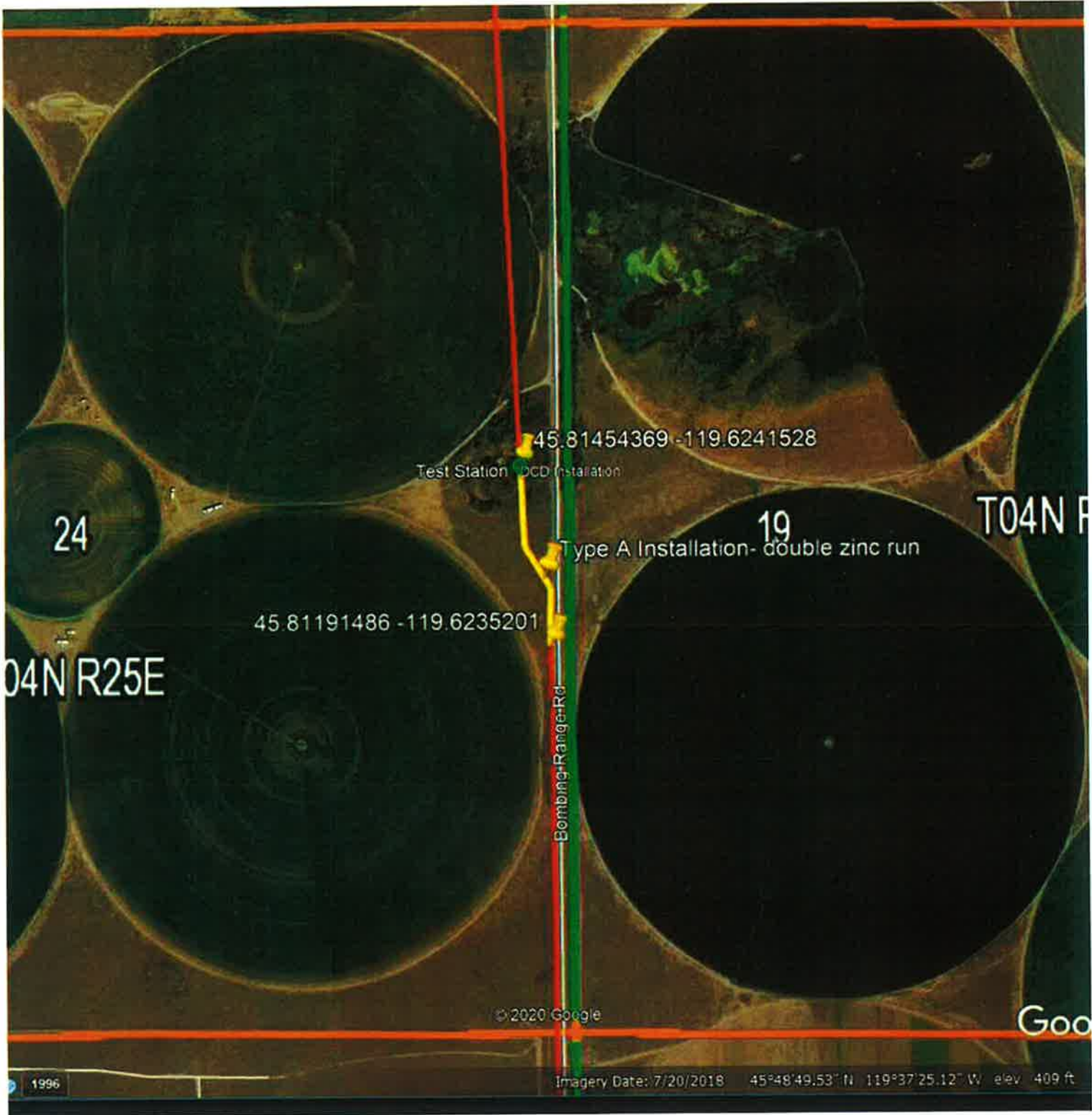
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments 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.

REMOVEAL, 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.



45.81454369 -119.6241528
Test Station DCD Installation

19
Type A Installation- double zinc run

45.81191486 -119.6235201

Bombing Range Rd

24

19

T04N R

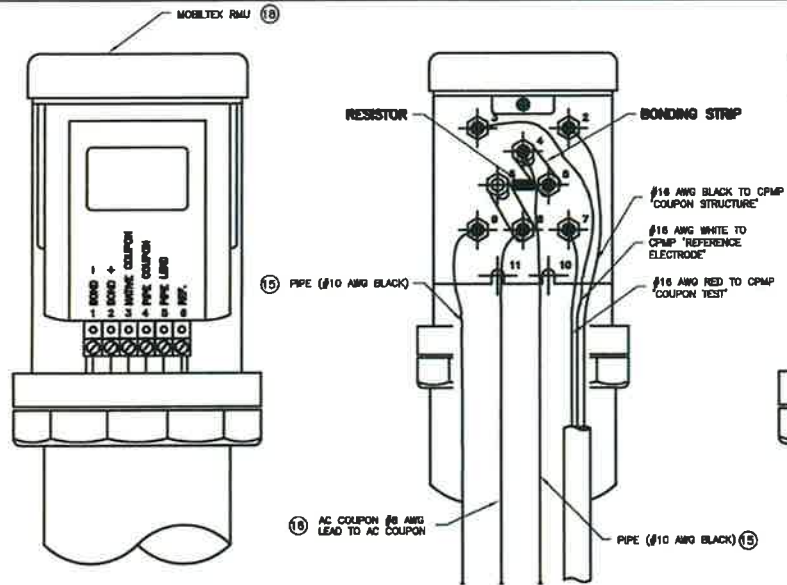
04N R25E

©2020 Google

Goog

1996

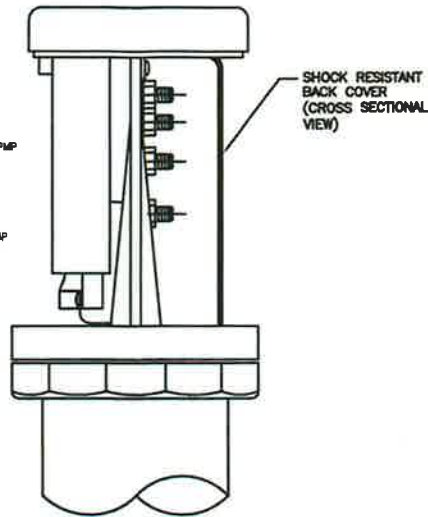
Imagery Date: 7/20/2018 45°48'49.53" N 119°37'25.12" W elev. 409 ft



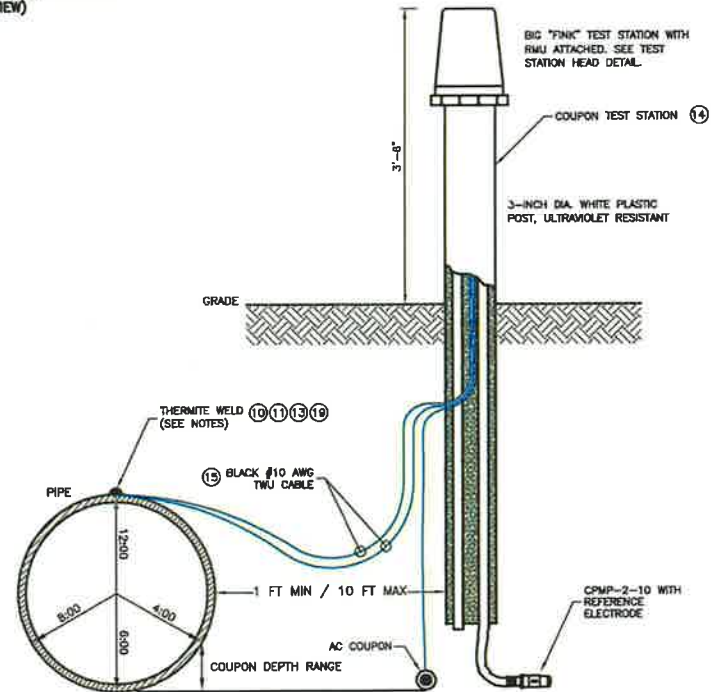
FRONT VIEW

BACK VIEW
(SHOCK RESISTANT
COVER NOT SHOWN)

7a
1 TEST STATION HEAD DETAIL



SIDE VIEW
(WITH SHOCK RESISTANT
COVER SHOWN)



7
1 COUPON TEST STATION DETAIL

FIG "FINN" TEST STATION WITH RMU ATTACHED. SEE TEST STATION HEAD DETAIL.

COUPON TEST STATION (14)
3-INCH DIA. WHITE PLASTIC POST, ULTRAVIOLET RESISTANT

GRADE

THERMITE WELD (10)(11)(13)(18)
(SEE NOTES)

(15) BLACK #10 AWG TWU CABLE

AC COUPON

CPMP-2-10 WITH REFERENCE ELECTRODE

Permit # OPV

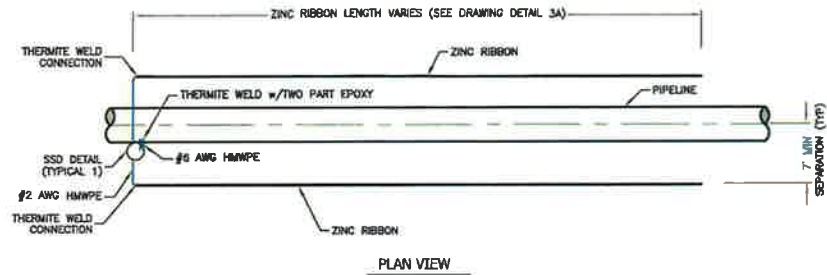
DNV-GL

The drawing is the property of DNV GL and shall not be reproduced without the written consent of DNV GL.

| CTS Designation | Approximate Node | Approximate Pipeline Station | Approximate GPS Location | |
|-----------------|------------------|------------------------------|--------------------------|--------------|
| | | | Latitude | Longitude |
| CTS1 | 10 | 55+78 | 45.8288531 | -118.808844 |
| CTS2 | 18 | 98+01 | 45.8288531 | -118.823147 |
| CTS3 | 28 | 140+11 | 45.8420311 | -118.823417 |
| CTS4 | 53 | 285+28 | 45.8782507 | -118.823137 |
| CTS5 | 155 | 788+86 | 45.8148437 | -118.8241028 |

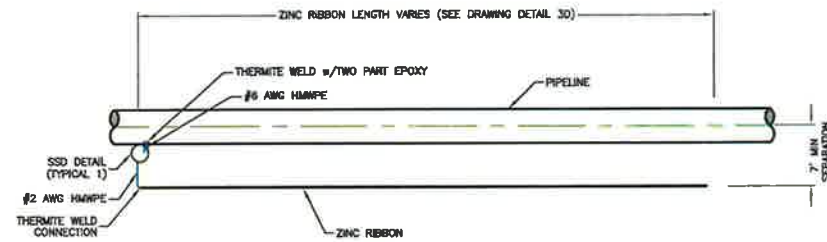
| REV | DATE | BY | CHKD | APP'D | DESCRIPTION |
|-----|------|----|------|-------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | |
|--------------------------------|-----------------------------|-----|
| DATE: 6/28/2019 | SCALE: N.T.S. | REV |
| DNV GL PROJECT NO. 10154288 | DNV GL PROJECT NO. 10154288 | 0 |
| 10154288 10154288 SHEET 2 OF 4 | | |



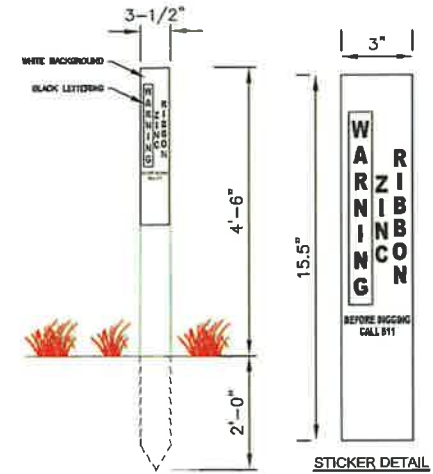
3A
2 TYPE "A" ZINC RIBBON INSTALLATION

- 12-INCH PIPELINE
 1) 714+86 INSTALL SSD AT BEGINNING OF 1000 FEET GROUNDING INSTALLATION
 2) 759+86 INSTALL SSD AT END OF 1000 FEET GROUNDING INSTALLATION



3D
2 TYPE "D" ZINC RIBBON INSTALLATION

- 12-INCH PIPELINE
 1) 254+76 INSTALL SSD AT BEGINNING OF 1000 FEET GROUNDING INSTALLATION
 2) 86+01 INSTALL SSD AT END OF 1000 FEET GROUNDING INSTALLATION
 3) 285+28 INSTALL SSD AT BEGINNING OF 1000 FEET GROUNDING INSTALLATION



8
2 TYPICAL UNDERGROUND ZINC MARKER

Permit # OPV
DNV-GL
The drawing is the property of DNV GL and neither it nor the technology contained herein may be reproduced or used without the original license holder's express written consent of DNV GL.

| | | | | |
|---|------|-------|-------------|----------|
| DESIGNED BY | DATE | SCALE | PROJECT NO. | 10154288 |
| CHECKED BY | DATE | SCALE | PROJECT NO. | 10154288 |
| APP. BY | DATE | SCALE | PROJECT NO. | 10154288 |
| AC MITIGATION INSTALLATION DETAILS | | | | |
| 12-INCH COVDED SPRINGS PIPELINE | | | | |
| BROWNSBORO, MISSISSIPPI | | | | |
| SHEET 4 OF 4 | | | | |

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

APPLICATION #: OPW
COUNTY ROAD #: 490
ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Gas Transmission Northwest LLC
Name (Business Name, Attn: Name)
201 W North River Dr, Suite 505
Mailing Address (Street/Post Office Box)
Spokane, WA 99201
City, State, Zip Code
509-533-2833
Phone Number

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

PAYMENT RECEIVED:
05-04-2020 \$50.00
(Date Payment Received - Amount Received - Initials)
ck# 332 Receipts #427816

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, Gas Transmission Northwest LLC, 201 W North River Dr, Spokane, WA 99201
(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 Bombing Range Rd beginning at 10.31 miles from nearest
(Name of County Road) (Miles)
intersection with road Wilson Ln SE S-01 T-02N R-25E
(Name of County Road) (Section) (Township) (Range)
E.W.M. with a Solid State Decoupler, Test Station; and zinc cable of 5/8" x 7/8", Center Line varying distance
(Water, Gas, Telephone Lines, ect) (Dimensions) (Distance)
from R/W line 4 feet depth of line or pipe, W 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 JL Page 2 JL
(Initial) (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: [Signature] DATE: 4/29/20
(Signature of Authorized Permittee) (Date Signed)

State of WASHINGTON
County of SPOKANE
This instrument was acknowledged before me on 29 APR 20, 20 20
by [Signature]
RICHARD TUFTELAND
Notary Public - State of WASHINGTON

Notary Public
State of Washington
RICHARD TUFTELAND
MY COMMISSION EXPIRES
February 6, 2022

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

RECOMMENDED BY: _____ DATE: _____
(Assistant Road Master) (Date Signed)
APPROVED BY: _____ DATE: _____
(Public Works Director) (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

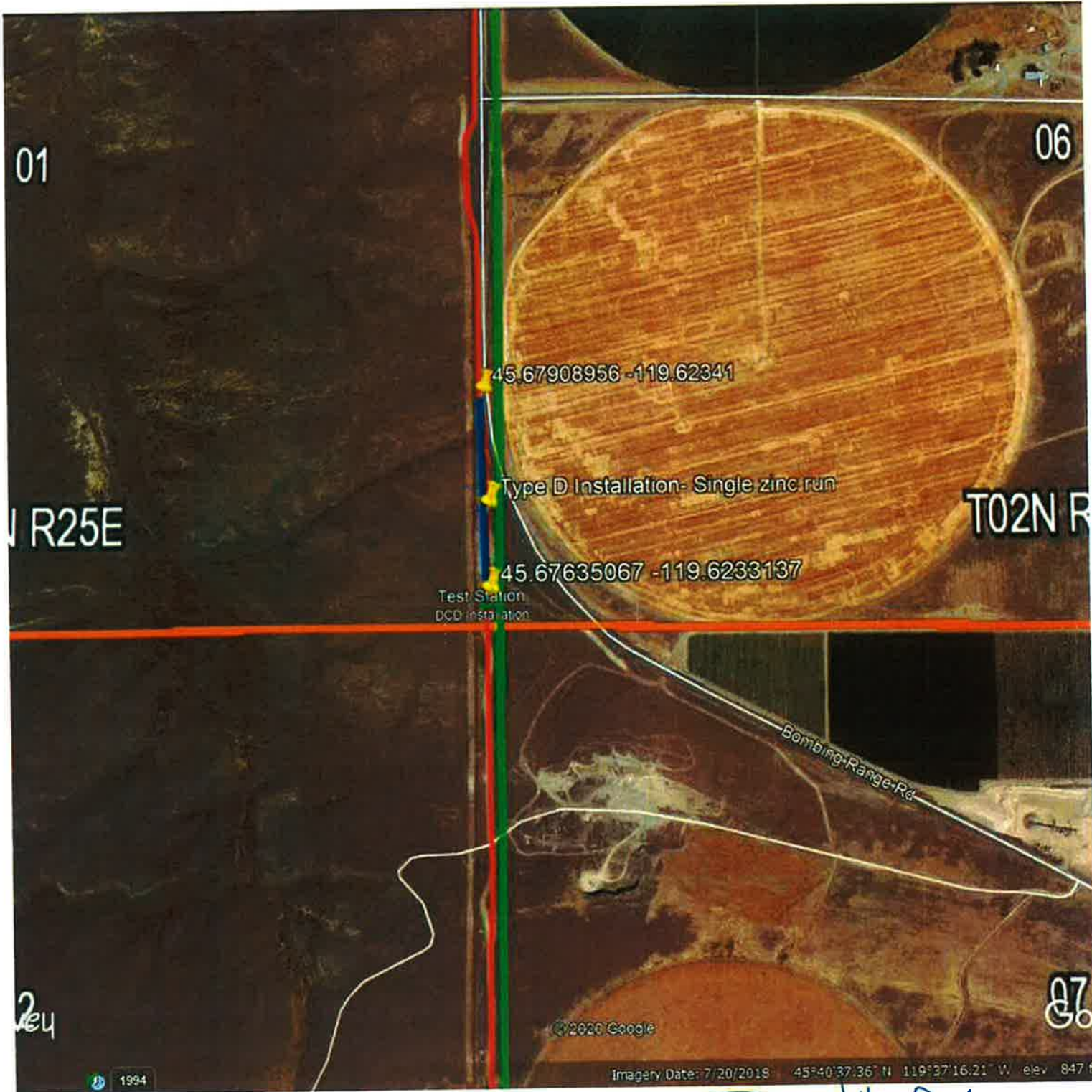
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments 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.

REMOVEAL, 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 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.



01

06

R25E

T02N R

45.67908956 -119.62341

Type D Installation- Single zinc run

45.67635067 -119.6233137

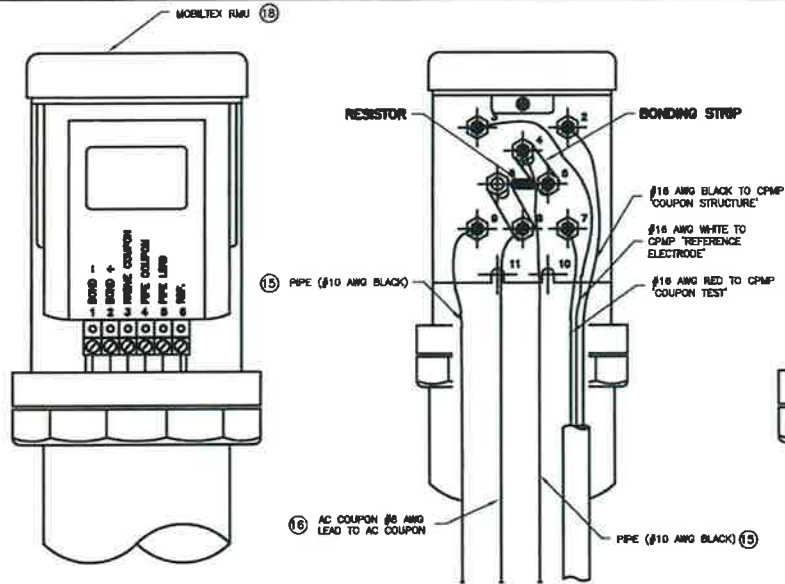
Test Station
DCD installation

Bombing Range Rd

©2020 Google

Imagery Date: 7/20/2018 45°40'37.36" N 119°37'16.21" W elev. 847 ft

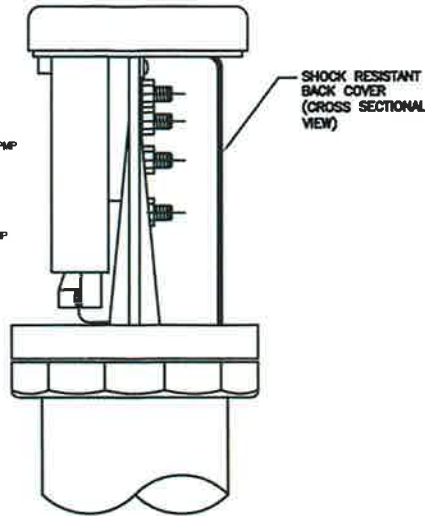
Permit #OPW



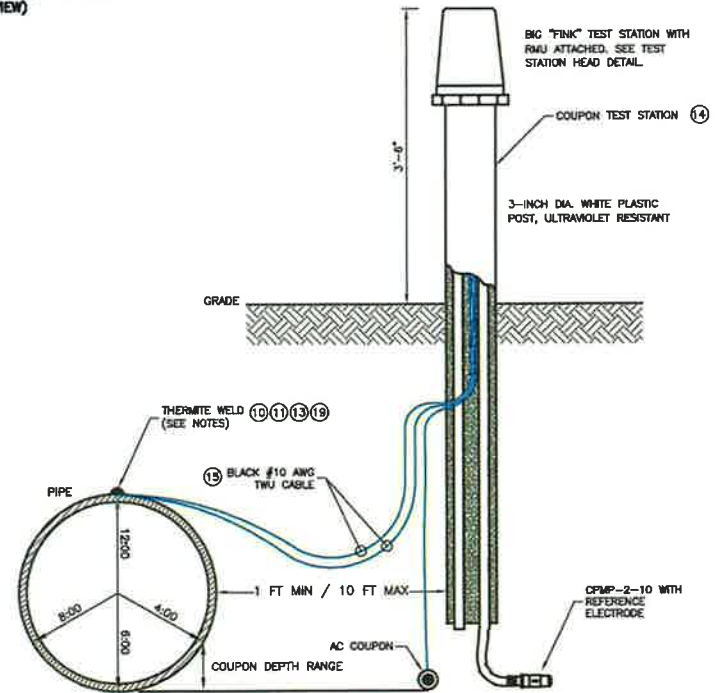
FRONT VIEW

BACK VIEW
(SHOCK RESISTANT
COVER NOT SHOWN)

7a
1 TEST STATION HEAD DETAIL



SIDE VIEW
(WITH SHOCK RESISTANT
COVER SHOWN)



7
1 COUPON TEST STATION DETAIL

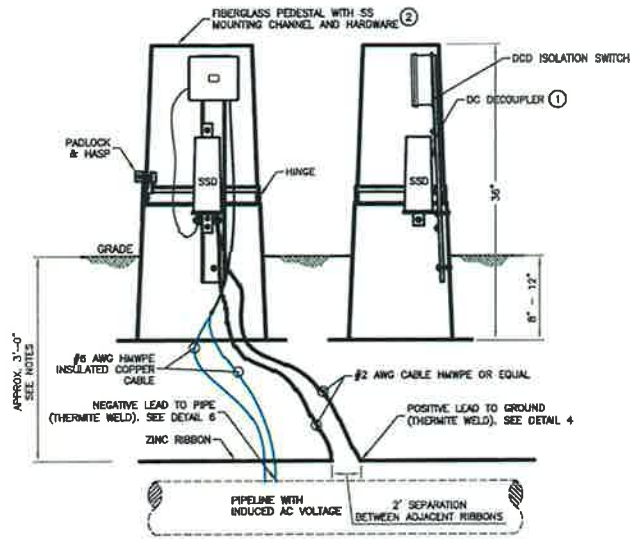
| CTS Designation | Approximate Node | Approximate Pipeline Station | Approximate GPS Location | |
|-----------------|------------------|------------------------------|--------------------------|--------------|
| | | | Latitude | Longitude |
| CTS1 | 10 | 85+78 | 45.6208537 | -119.808844 |
| CTS2 | 18 | 98+01 | 45.6239953 | -119.823147 |
| CTS3 | 28 | 140+11 | 45.6420311 | -119.823417 |
| CTS4 | 53 | 285+28 | 45.6763007 | -119.8233137 |
| CTS8 | 165 | 788+06 | 45.8148437 | -119.8241828 |

Permit # OPW

DNV-GL

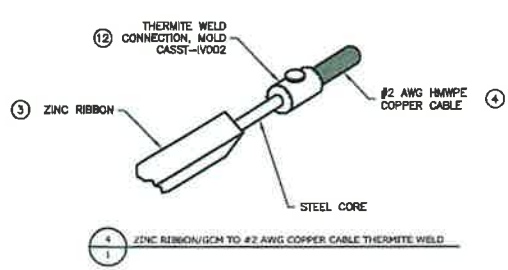
The drawing is the property of DNV GL and neither it nor the
herein contained data may be reproduced or used in any
manner without the express written consent of DNV GL.

| | | | | | |
|-----------------------------|------------|-------------|-----------------------------------|-------------|-------------|
| DESIGNED BY | DATE | SCALE | BY | DATE | SCALE |
| CHECKED BY | REVISED BY | PROJECT NO. | PROJECT NO. | PROJECT NO. | PROJECT NO. |
| APPROVED BY | DATE | SCALE | BY | DATE | SCALE |
| DNV GL PROJECT NO. 10154288 | | | DRAWING NO. 10154288 SHEET 3 OF 4 | | |

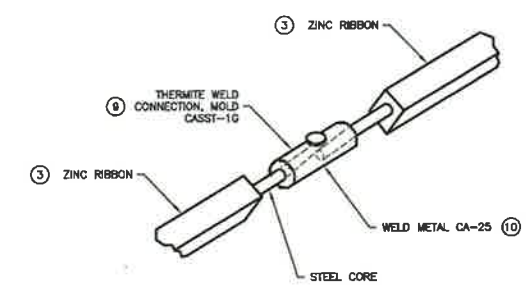


APPROX. 3'-0"
SEE NOTES

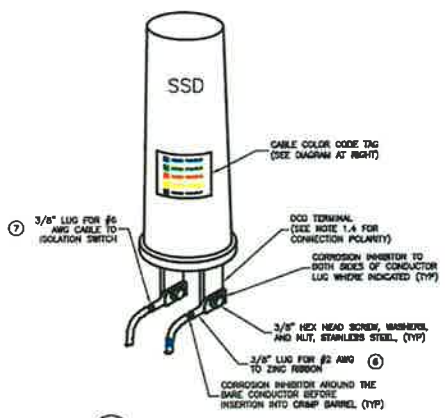
1 SOLID STATE DECOUPLER



4 ZINC RIBBON/GCM TO #2 AWG COPPER CABLE THERMITE WELD

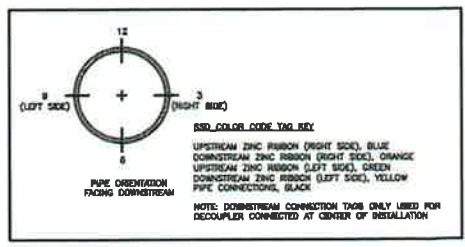


5 ZINC RIBBON TO ZINC RIBBON IN-LINE THERMITE WELD

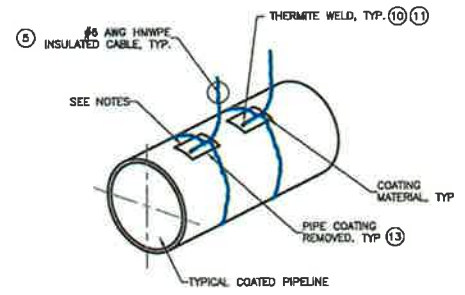


2 SSD CABLE CONNECTIONS
NOTE: SSD CONNECTION FOR TYPE 'D' ZINC RIBBON INSTALLATION (CONNECTED AT BEGINNING OR END) SHOWN.

QUANTITY OF #2 AWG COPPER CABLE CONNECTIONS TO ZINC RIBBON VARIES AS FOLLOWS:
TYPE 'M' & 'T' INSTALLATION
SSD AT CENTER - 3 CONNECTIONS
SSD AT BEGINNING OR END - 1 CONNECTION
TYPE 'A' & 'Y' INSTALLATION
SSD AT CENTER - 4 CONNECTIONS
SSD AT BEGINNING OR END - 2 CONNECTIONS



SSD COLOR CODE TAG KEY
UPSTREAM ZINC RIBBON (RIGHT SIDE), BLUE
DOWNSTREAM ZINC RIBBON (RIGHT SIDE), ORANGE
UPSTREAM ZINC RIBBON (LEFT SIDE), GREEN
DOWNSTREAM ZINC RIBBON (LEFT SIDE), YELLOW
PIPE CONNECTIONS, BLACK
NOTE: DOWNSTREAM CONNECTION TAGS ONLY USED FOR DECOUPLER CONNECTED AT CENTER OF INSTALLATION



6 #6 AWG CABLE TO PIPELINE
NOTE: WELD REMOVED WHERE PIPELINE IS FULLY EXPOSED AND ACCESSIBLE

Permit # OPW
DNV-GL

| | | | |
|---|------------|-------------|-----------------------|
| DESIGNED BY | DATE | SCALE | REV |
| CHECKED BY | 18/06/2019 | N.T.S. | 1 |
| APP. BY | | | |
| DESA PRODUCTS, INC. TRANSCANADA PIPELINES LIMITED BURNHAM, OREGON AC MITIGATION INSTALLATION DETAILS | | | |
| DNV GL PROJECT NO. | 10154288 | DRAWING NO. | 10154288 SHEET 3 OF 4 |

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

APPLICATION #: OPX
COUNTY ROAD #: 490
ROAD NAME: Bombing Range Rd

Applicant Mailing Address
Gas Transmission Northwest LLC
Name (Business Name, Attn: Name)
201 W North River Dr, Suite 505
Mailing Address (Street/Post Office Box)
Spokane, WA 99201
City, State, Zip Code
509-533-2833
Phone Number

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

PAYMENT RECEIVED:
05-04-2020 - \$50.00
(Date Payment Received - Amount Received - Initials)
CK# 332 Receipt # 427816

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, Gas Transmission Northwest LLC, 201 W North River Dr, Spokane, WA 99201
(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 Bombing Range Rd beginning at 12.84 miles from nearest
(Name of County Road) (Miles)

intersteection with road Wilson Ln SE S-01 T-02N R-25E
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Test Station over existing pipeline of 12", Center Line varies in distance
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
from R/W line N/A depth of line or pipe, W 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 JL Page 2 JL
(Initial) (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: [Signature]
(Signature of Authorized Permittee)

DATE: 4/29/20
(Date Signed)

State of WASHINGTON
County of SPOKANE
This instrument was acknowledged before me on 29 APRIL, 20 20
by [Signature]
RICHARD TUFTELAND
Notary Public - State of WASHINGTON

Notary Public
State of Washington
RICHARD TUFTELAND
MY COMMISSION EXPIRES
February 8, 2022

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.

REMOVEAL, 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.



E

745 64203112 -119 623417
Test Station

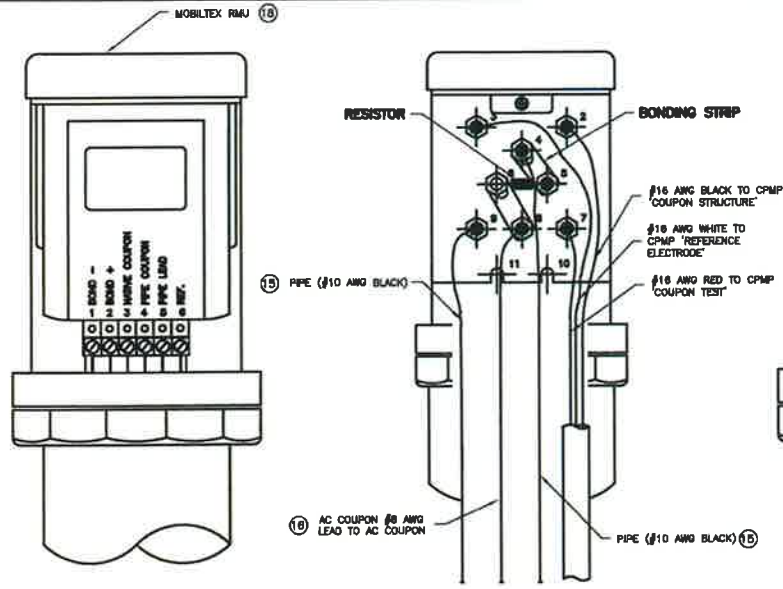
© 2020 Google

1994

Imagery Date: 7/20/2018 45°38'32.69" N 119°37'23.44" W elev 89

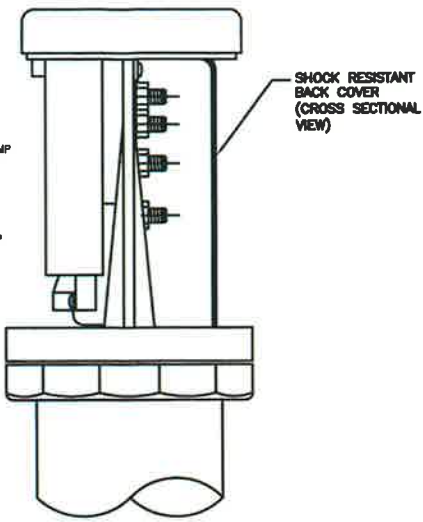
G

Permit # OPx



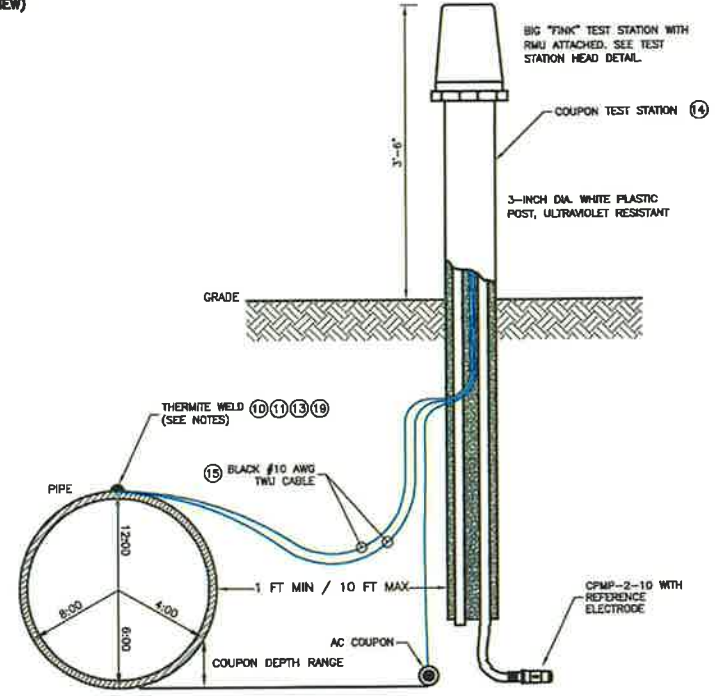
FRONT VIEW

BACK VIEW
(SHOCK RESISTANT
COVER NOT SHOWN)



SIDE VIEW
(WITH SHOCK RESISTANT
COVER SHOWN)

7a
1 TEST STATION HEAD DETAIL



7
1 COUPON TEST STATION DETAIL

Permit # OPx
DNV-GL

The drawing is the property of DNV GL, and neither it nor the technology contained herein shall be reproduced or used, stored in a retrieval system, or transmitted in any form or by any means, without the prior written consent of DNV GL.

| CTS Designation | Approximate Node | Approximate Pipeline Station | Approximate GPS Location | |
|-----------------|------------------|------------------------------|--------------------------|-------------|
| | | | Latitude | Longitude |
| CTS1 | 10 | 85+78 | 48.828837 | -119.808844 |
| CTS2 | 18 | 98+01 | 48.828983 | -119.823147 |
| CTS3 | 28 | 140+11 | 48.842031 | -119.823417 |
| CTS4 | 53 | 285+28 | 48.878380 | -119.823137 |
| CTS5 | 135 | 788+86 | 48.814543 | -118.824182 |

| | | | | | |
|-------------|-----------|-----------|-------------|---------|-------------|
| DESIGNED BY | DATE | SCALE | PROJECT NO. | REV | DESCRIPTION |
| CHECKED BY | | | | | |
| DRAWN BY | | | | | |
| DATE | 8/24/2018 | SCALE | N.T.S. | | |
| PROJECT NO. | 10194268 | SHEET NO. | 10194268 | SHEET 2 | OF 4 |



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 5/20/2020

Professional Recruitment for Planning Manager

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 Director Required for all BOC meetings
Darrell Green 5/20/2020 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):

We advertised and made in house recruiting attempts to find a Planning Manager from the middle of December through the middle of February. We have not received a qualified application during this time.

We would like to hire a professional recruiting company to assist us with our efforts. Attached are three Recruitment companies who responded to our request for information and quotes; CPS, Prothman and Acumen.

We will focus the majority of our recruitment in Oregon.

Prothman has the best price based on the responses; \$7900 for first recruitment, an additional \$3400 if we need to use them a second time.

CPS- \$16,000

Acumen- \$16,935

Or Human Resources will make a second effort to advertise and recruit.

2. FISCAL IMPACT:

estimated cost would be \$7900- \$11,300 (if we have to go out for a second time)

GL 101-199-5-20-3140

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

Motion to approve using Prothman to recruit for a Planning Manager.

If not approved, Human Resources we will make another effort to advertise and recruit.

Attach additional background documentation as needed.

PROPOSAL

Morrow County, Oregon

Recruitment & Selection Services for Planning Manager

Date: March 10, 2020

SUBMITTED BY:
CHRISTINA BATORSKI PEACOCK
Manager, Recruitment Solutions

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3426
cbpeacock@cpshr.us
Tax ID: 68-0067209
www.cpshr.us



Your Path to Performance

March 10, 2020

Karmen Carlson
Human Resources Director
Morrow County
110 N. Court Street
PO BOX 593
Heppner, OR 97836
Submitted via email to: kcarlson@co.morrow.or.us

Dear Ms. Carlson:

CPS HR Consulting ("CPS HR") is pleased to have the opportunity to submit a proposal to assist Morrow County ("County") with recruitment and selection services for the title of Planning Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with search, screening, and placement.

We understand that each County is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important these transitions can be and CPS HR is perfectly placed to assist the County in these endeavors. Once this project begins, we will work with the County to tailor our processes to highlight your exciting opportunities and attract the best possible candidates. It is our commitment to work in partnership with your organization to successful results.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact Christina Batorski Peacock at cbpeacock@cps hr.us or (916) 471-3426.**

Sincerely,



Christina Batorski Peacock
Manager, Recruitment Solutions

Table of Contents

| | |
|---|-----------|
| Table of Contents | i |
| About CPS HR Consulting | 2 |
| Recruitment Experts | 3 |
| Our Recruiting Team | 4 |
| Team Resumes..... | 5 |
| Strategy/Operational Plan | 9 |
| Key Stakeholder Involvement..... | 9 |
| Client’s Needs | 9 |
| Commitment to Communication | 9 |
| Aggressive, Proactive, and Robust Recruitment | 9 |
| Recruitment & Selection Services | 10 |
| Methodology and Scope of Work | 10 |
| PHASE I – Strategic Recruitment Plan..... | 10 |
| Timeline | 11 |
| Pricing Structure | 12 |

About CPS HR Consulting

CPS HR Consulting (CPS HR) has been assisting organizations with their talent management needs for 34 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America.

CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR is a public agency governed by regulations and public sector concerns. We understand what it is to work with and within government. Unlike other public sector organizations, CPS HR is self-supporting. We employ the strategy, innovation, and flexibility found in the private sector to the client's advantage. CPS HR's unique position in the public arena attracts professionals from both public and private sectors who are driven to help the client reach its organization's vision and mission. We work collaboratively with the client to generate solutions that are creative yet practical, to meet the organization "where it is" while also moving it to the next level.

With more than 120 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Atlanta, GA; Austin, TX; Littleton, CO; and Orange County, CA.

Recruitment Experts

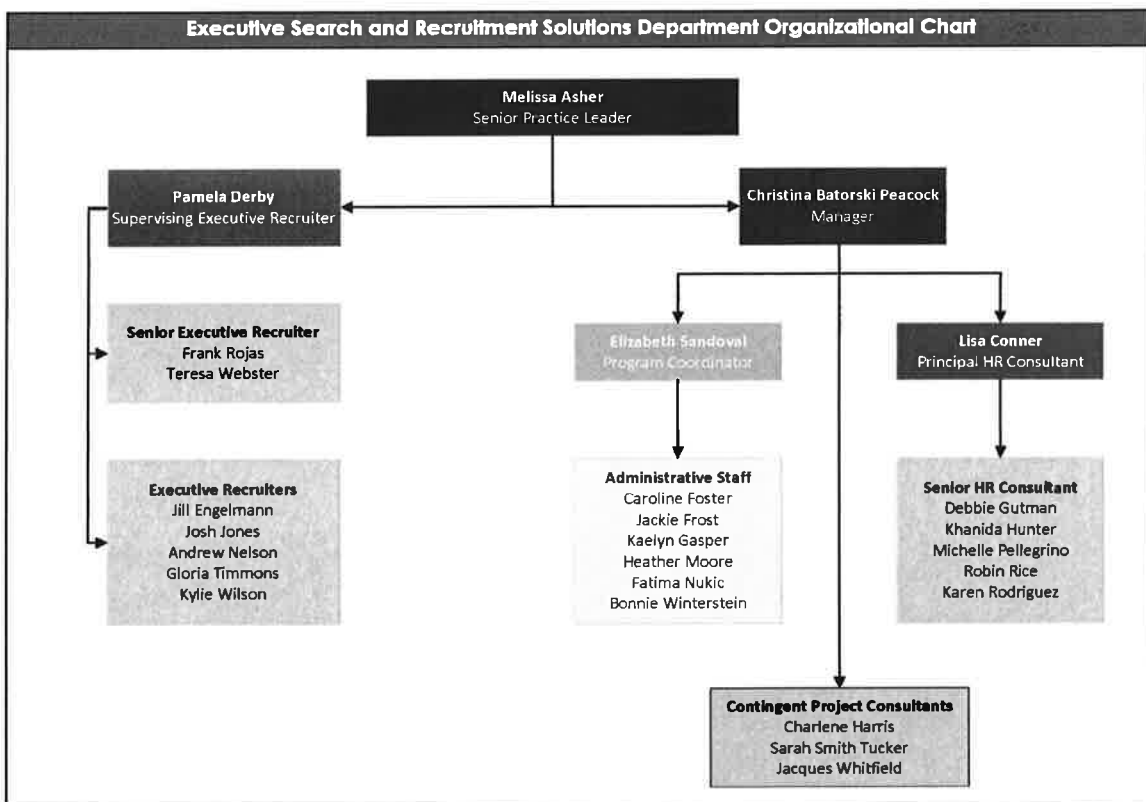
CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the County's unique needs. Our wealth of recruitment experience has been gained through *more than 17 years* of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Seasoned Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level, middle management, and administrative professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level and middle management positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

Our Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Christina Batorski Peacock will serve as the Project Manager. She will be supported by Debbie Gutman who will serve as Senior Consultant and Heather Moore who will serve as the Administrative Coordinator. Their resumes are included below.

We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. **We will not utilize subcontractors for these services.**



Team Resumes

Christina Batorski Peacock, PHR

Profile

Mrs. Peacock has over 19 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, compliance, labor relations, test administration, employee relations, and policy development. Specifically, Mrs. Peacock worked directly on recruitment efforts for entry-level Police Officer and entry-level Firefighter as well as sworn and uniform promotional recruitments with the City of Chicago for over 10 years.

Employment History

- Manager, Recruitment Solutions, CPS HR Consulting
- Deputy Commissioner of Human Resources, City of Chicago
- Assistant Commissioner of Human Resources, City of Chicago
- Adjunct Professor (Managing Organizational Change), Keller School of Graduate Management
- Recruiting Analyst Supervisor, City of Chicago
- Human Resources Analyst II, City of Chicago
- Human Resources Manager/Payroll Administrator, Bethesda Home & Retirement Center
- Staffing Specialist, Northwestern University
- Employment Coordinator, Northwestern University

Professional Experience

- Managed human resource personnel responsible for executing recruitment and selection processes for 30+ clients resulting in the review of 40,000+ applications and 1,200 hires, annually.
- Collaborated with the Chicago Police Department on entry-level Police Officer recruitment and selection efforts for over 10 years resulting in diverse applicant pools ranging from 18,000 to 27,000 candidates for a single recruitment.
- Performed a lead role in establishing fair and transparent recruitment and selection processes which alleviated the City of Chicago from Federal Monitor Oversight on all hiring practices.
- Taught graduate level classes in managing organizational change.
- Mediated and resolved labor relations issues in a union environment.

Education

- M.P.A. DePaul University, Chicago, IL – Public Administration
- B.A. Marquette University, Milwaukee, WI – Human Resources & Communication Studies

Professional Organizations and Affiliations

- Society of Human Resources Management (SHRM)
- International Public Management Association for Human Resources (IPMA-HR)

Debbie Gutman, Senior HR Consultant

Ms. Gutman has over 20 years of comprehensive experience in Human Resources, including both public and private sector. She has a knowledge and understanding of federal and state labor laws, full-cycle recruiting, employee relations, compensation, training, budget administration, and policy development.

Employment History

- Senior Consultant, CPS Human Resource Services
- Human Resources Manager, Sierra Nevada Brewing Co.
- Human Resources Director, Feather Falls Casino
- Human Resources Manager, Rumiano Cheese Co.
- Human Resources Technician, Chico Unified School District
- Senior Staffing Coordinator, UnitedHealth Care

Professional Experience

- Lead several recruitment projects that involved hiring over 100 employees from entry-level to executive management for startup locations and businesses. This included development of hiring plans, advertising, conducting job fairs, candidate outreach, selection interviews, and new employee onboarding.
- Managed the Human Resources department of a growing business, fostering a teamwork environment, including direct supervision of human resources staff. Recommended new approaches, policies, and procedures to effect continual improvements in the efficiency of the department.
- Conducted formal investigations on serious employee relations claims or allegations of policy violations.
- Evaluate compensation and benefit packages, participate in salary surveys and analyze results.
- Developed and nurtured relationships with directors, managers, supervisors, and staff establishing trust, communication, and consistency between human resources and other departments.
- Responsible for preparation of annual operating budget and monitoring expenditures in accordance with the approved budget.

Education

- MA, Human Resource Management, National University
- BA, Business Administration with emphasis in Human Resources, California State University, Chico

Professional Organizations and Affiliations

- Society for Human Resources Management (SHRM)

Heather L. Moore, Project Consultant

Profile

Ms. Moore has 13 years of experience in Human Resources in both the private sector and public sector arenas. Her experience includes full cycle recruiting, onboarding and off boarding, leave of absence administration, unemployment processing, data entry for personnel and payroll processes, and employee relations. Ms. Moore also has experience in benefits administration, payroll processing and Workers' Compensation. Ms. Moore has worked in an HR Generalist and various support roles and is adaptable to numerous situations; picking up tasks quickly. Ms. Moore's specialty areas include employee relations, FMLA/ADA administration, data entry, employee training, and new hire orientations.

Employment History

- Administrative Human Resources Technician, CPS HR Consulting (CO)
- Human Resources Generalist, South Suburban Parks & Recreation (Centennial, CO)
- Human Resources Generalist, Ludvik Electric (Lakewood, CO)
- Benefits Coordinator, MasTec Advanced Technologies (Centennial, CO)
- Customer Support Associate, Aerotek Staffing (Denver, CO)
- Human Resources Associate, Target Stores (Boise, ID and Lakewood, CO)
- Benefits Specialist, Jefferson County Government (Golden, CO)

Professional Experience

■ **Workforce and Succession Planning**

- Directly assisted the Human Resources Director in policy uniformity, formatting, and consistency for CAPRA (Commission for Accreditation of Park and Recreation Agencies) Accreditation. Assisted in combining policies to reduce redundancy, and seeking approval from the Executive Director once revised.
 - Dates: January, 2018-May, 2018

■ **Organizational Assessment, Design, and Development**

- Responsible for new employee orientation, including facility tours, systems introductions, and follow through to ensure new hire understanding.
 - Dates: January, 2008-present
- Responsible for acquiring speakers for employee training around various subjects of interest for staff. Utilized speakers from the Employee Assistance Program, and outside vendors to speak to staff about communication, and customer service.
 - Dates: March, 2018-May, 2018

■ **Performance Management**

- Assisted the Human Resources Director in communicating a new company-wide performance management tool. Assisted with supervisor meetings, communications, and met with individuals to ensure an understanding of processes for annual review consistency and completion.
 - Dates: November, 2017-March, 2018

■ **Employee Engagement**

- Served on the Customer Service Committee to engage employees and customers to provide outstanding customer service and how to diffuse situations involving difficult customers.
 - Dates: March, 2015-December, 2017
 -

■ ***Change Management***

- Supported and communicated multiple changes including processes, and structure within the organization to employees to ensure an understanding, and create an environment of support and acceptance. Worked with employees to provide guidance, answer questions, and support.

- Dates January, 2017-May 2018

■ ***Complaint Investigations and HR Outsourcing***

- Responsible for all employee relations issues including EEOC claims. Investigating, interviewing, reporting, and recommendations once complete.

- Dates: May, 2013-May, 2018

- Accountable for assisting supervisors with employee discipline including coaching, verbal and written warnings and terminations.

- Dates: May, 2013-May, 2018

Education

- B.S., Human Resource Management, Regis University

Strategy/Operational Plan

Key Stakeholder Involvement

The Hiring Manager on behalf of the client must be intimately involved in the recruitment process. Our approach assumes their direct participation in key phases. At the discretion of the Hiring Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

Client's Needs

A critical first step in a successful recruitment is for the Hiring Manager to define the professional and personal qualities required of the Incumbent. CPS HR has developed a very effective process that will permit the Hiring Manager and key stakeholders to identify specific challenges the County faces; the working style and organizational climate the Hiring Manager wishes to establish with the Incumbent; and ultimately, the professional and personal qualities required of the Incumbent.

Commitment to Communication

Throughout the recruitment and selection process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for these opportunities; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

Recruitment & Selection Services

Methodology and Scope of Work

Our proposed process is designed to provide the County with the full range of services required to ensure the ultimate selection of a new Incumbent uniquely suited to the County's needs.



PHASE I – Strategic Recruitment Plan

The first step in this engagement is a thorough review of the County's needs, culture and goals; the recruitment and selection process; and the schedule. CPS HR is prepared to meet with key stakeholders to discuss the ideal candidate profile and to assist us in understanding key issues and challenges. Activities for this phase will include:

- Foster client collaboration.
- Review job classification.
- Define candidate profile with hiring authority and key stakeholders.
- Create a tailored recruitment plan.
- Identify testing/assessment need.
- Collaborate, review, and discuss supplemental questions, to be rated as a part of the rated secondary screening process in Phase II.

PHASE II – Marketing & Applicant Screening

The recruitment process is tailored to fit the County's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements in appropriate magazines, journals, newsletters, job bulletins, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates.

CPS HR would execute the following tasks for this phase will include:

- Create a two-page or four-page colored brochure.
- Identify advertising sources.
- Coordinate advertising placements.
- Create targeted marketing campaigns.
- Conduct active sourcing of candidates through e-mail, phone, and social media.
- Review applicant resumes and ensure minimum qualifications are met utilizing the County’s applicant tracking system or CPS HR’s applicant tracking system, NEOGOV.
- Develop and facilitate a rated secondary screening against the supplemental questions.
- Provide a list of eligible candidates to the County.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. The precise schedule will depend on the ability to schedule, as quickly as possible, the initial client kick off meeting, as well as the length of time the recruitment is posted and the scheduling of interviews. A proposed schedule of major milestones is presented below.

| Task Name | Phase I | | | Phase II | | | | | | |
|------------------|---------|---|---|----------|---|---|---|---|---|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Planning Manager | | | | | | | | | | |

Pricing Structure

| Classification | Service | Pricing Structure | Estimated Total Cost (per recruitment) |
|------------------|--------------------------------------|---|---|
| Planning Manager | Partial Recruitment Phases I & II | \$12,000 – Professional Fees NTE \$4,000 – Reimbursable Expenses | NTE \$16,000 |

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses, and ***we will work proactively with the client to ensure that the dollars being spent for expenses are in keeping with the client's expectations.*** Any travel expenses for candidates are not included under our reimbursable range.

Optional Expense for General and Middle Management/Specialized Recruitments

The County has the option to utilize CPS HR Consulting's applicant tracking system, NEOGOV, to run their recruitment. The cost for utilizing this system is \$1,000 per recruitment. The County will have user access to be able to view candidate contact and application information. Additionally, CPS HR can export candidate data to allow the County to upload necessary information into their systems.

Proposal to provide Sourcing & Outreach Services for Morrow County

Leadership is Key to the Sustainability of Any Organization

Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.

Finding great leaders is what we do!

PROTHMAN

Executive Recruitment

Interim Staffing. Application Software. Job Board.

STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Prothman specializes in providing national and regional executive recruitment services to cities, counties, districts and other governmental agencies throughout the western United States. Founded in 2001, Prothman has become an industry leader known and respected for outstanding customer service, quality candidate pools, and our knowledge of local government.

OUR EXPERTISE

Recruitment Knowledge and Experience: The Prothman team has conducted over 550 recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 6,500 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

Firsthand Knowledge of Local Government: Every Prothman team member has worked in local government. Our talented consultants have a cumulative 175 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

CONTACT INFORMATION

Sonja Prothman - sonja@prothman.com, 206.368.0050
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027
www.prothman.com
www.prothman-jobboard.com
Submittal Date: March 12, 2020

COMMITMENT TO PROVIDE SERVICE

Prothman commits to performing all services represented in this proposal.

STATEMENT OF QUALIFICATIONS - PROJECT TEAM

SONJA PROTHMAN - PROJECT LEAD

As Co-Owner and Vice President, Sonja directs the day-to-day operations of the Prothman Company and has over 12 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the "elected official" side of government – a vital perspective for understanding our clients' needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor's degree in Communications from the University of Washington.

BARRY GASKINS - PROJECT SUPPORT

Barry is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor's degree from California State University in Los Angeles.

JARED ECKHARDT - PROJECT SUPPORT

Jared is responsible for profile development and candidate outreach. Jared works one-on-one with the client for the profile development and works with Sonja and the lead consultant on each client's outreach strategies. Jared graduated from the University of Washington, earning his BA in Communications.

DRAFT SCHEDULE

| Date | Topic |
|----------------------------|--|
| Week of March 9 & 16, 2020 | Work contract, gather information for profile, send profile for review |
| March 23, 2020 | Post Profile and Start Advertising |
| March 30, 2020 | Send Direct Mail |
| April 19, 2020 (4 weeks) | Application Closing Date |

PROPOSED SCOPE OF WORK - SOURCING & OUTREACH ONLY

Position Profile Development

Working with you, we will create a position profile. This document will be posted on our website. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience
 - Ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit.* We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed locally and nationally in professional publications, journals and on related websites.
- ◆ **Targeted Direct Mail Brochures** sent directly to hundreds of county/city planning professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach and Networking** via hundreds of personal emails from our database and knowledge of potential candidates.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

Use of Prothman OAS - Online Application Service

We will work with you to set up your application in our OAS software. With your personal login and administration page, you will be able to collect and view applications, resumes, cover letters and other documents as they are submitted. For more information on this service: www.prothman-jobboard.com/OnlineApplicationService.aspx

Morrow County handles all screening and interviews from this point.

Fee & Expenses

The fee for a Sourcing & Outreach Recruitment is \$4,500. The professional fee is billed at the beginning of the recruitment. We do not markup expenses and expense items include:

- Newspaper, trade journal, websites and other advertising (\$1,400 - 1,600)
- Direct mail announcements (\$1,600 - 1,800)
- Any client-required licenses, fees or taxes

Warranty

If a candidate is not chosen from the first pool of applicants, we will repeat the process with no additional fee, the only cost to you would be the cost for the advertising and direct mail.

Darrell Green

From: Suzanne Hanifin <Suzanne@acumenexecutivesearch.com>
Sent: Wednesday, March 11, 2020 4:23 PM
To: Karmen Carlson
Subject: Acumen Executive Search pricing model
Attachments: Government Retained vs Contingent.pptx

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

Karmen,
Thank you for your interest in Acumen. We truly do appreciate it.

Acumen only does retained searches for our clients – government and non-government. I attached an outline of the benefits of a retained search. Our pricing model means that our fee is divided into three payments – and estimated 1/3 of the fee is paid upfront to start the search; 1/3 is paid when client starts the interview process with candidates; and the final is reconciled based upon actual salary of the placed candidate. Our fee is typically 25% of annual salary for our government and nonprofit clients. For our corporate clients, our typical fee is 28-30%.

I would love to share more information with you if you want. Please do not hesitate to reach out for any reason.

All the best,
Suzanne

Suzanne Hanifin
Mobile: 503.679.6008
Office: 503.430.0294
<https://www.linkedin.com/in/suzannehanifin/>
www.AcumenRecruiting.com





Executive and Talent

Search Services

for Government Services

| Success Factor | Contingent Search | Acumen AcuSearch™ Process |
|--------------------------|---|--|
| Quality of Candidate | Resume mill | Thorough pre-vetting |
| Your Personal Efficiency | They send the resumes; you have to screen | We screen hundreds and send only the best 1 or 2 |
| Retention | No assurance | Proven 92% retention rate |
| Requirements | Functional Role Requirements | Cultural fit Personality and Work Style Team Fit Functional role requirements |
| Advocacy | It's up to you to sell the candidate | We sell the candidate on your company; We assist with developing creative offers |
| Quality of Process | Intense then quickly tapers Surface sweep Shallow | Detailed & Thorough Extensive Deep |
| Search Approach | Standard resume data bases | Industry specialty Extensive personal network Market ecosystem intimacy |

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

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

The ORS and OAR stated in R-2020-7 was incorrect and needed to be changed. The ORS and OAR that was listed in R-2020-7 referenced the Standard Enterprise Zones statutes, instead of the Long Term Rural Zone Enterprise Zone.

R-2020-8 corrects that scrivener's error.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

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

IN THE MATTER OF APPROVING)
AN AGREEMENT BETWEEN THE)
SPONSORS OF THE COLUMBIA) RESOLUTION NO. R-2020-8
RIVER ENTERPRISE ZONE AND)
AMAZON DATA SERVICES, INC.)

WHEREAS, Morrow County, the Port of Morrow and the City of Boardman are Sponsors of the Columbia River Enterprise Zone (II); and

WHEREAS, the Columbia River Enterprise Zone (I) was originally established in 1998 and the Columbia River Enterprise Zone (II) was reauthorized in 2009; and

WHEREAS, the Columbia River Enterprise Zone (II) is governed by an Intergovernmental Agreement which sets forth governance and authorizes the Columbia River Enterprise Zone II Board to negotiate and enter into Agreements on behalf of the Sponsoring Entities; and

WHEREAS, the Columbia River Enterprise Zone (II) Board has negotiated with Amazon Data Services, Inc. for extended abatement under the Rural Long-term Enterprise Zone requirements outlined in Oregon Administrative Rule Chapter 123 Division 690; and

WHEREAS, the Columbia River Enterprise Zone (II) Board and Manager have executed the Agreement (Attachment A); and

WHEREAS, Amazon Data Services, Inc., has submitted the necessary application to the Columbia River Enterprise Zone Manager;

**THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS
FOLLOWS:**

To support the Agreement as negotiated by the Columbia River Enterprise Zone (II) Board with Amazon Data Services, Inc., and only at property described in the Oregon Enterprise Zone Certification Application Map submitted to the Columbia River Enterprise Zone Manager (Attachment B), by signing this statutorily required Resolution.

This Resolution shall be effective immediately.

Dated this 20th day of May 2020.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Approved as to Form:

Morrow County Counsel



City of Boardman

200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

May 18, 2020

Morrow County Commissioners
PO Box 788
Heppner, Or 97836

Dear Commissioners,

The City of Boardman with the Port of Morrow as a co-sponsor is applying for an enterprise zone designation to begin July 1, 2020. The purpose of the zone is to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity. The enterprise zone will encompass the City of Boardman boundaries.

I have requested that the enterprise zone also include the City of Boardman's Urban Growth Boundary. I have provided a copy of a map of the City of Boardman boundary and the Urban Growth Boundary.

As you are aware, this application will proceed for designation if no agreement is made between the Port of Morrow and Morrow County for CREZ continuation. I encourage you to approve the Boardman UGB in this zone boundary.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karen Pettigrew".

Karen Pettigrew, City Manager
PO Box 277
Boardman, Or 97818

LEGEND

- - - CITY LIMITS
- - - - - INTERCHANGE AREA MANAGEMENT PLAN BOUNDARIES
- URBAN GROWTH BOUNDARY
- - - - - CENTRAL URBAN REZONAL DISTRICT
- PUBLIC/OPEN SPACE
- - - - - WEST URBAN REZONAL DISTRICT
- EAST COLUMBIA AVE. MULTI-FAMILY OVERLAY DISTRICT

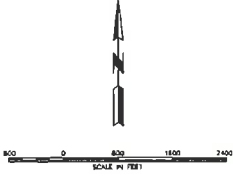
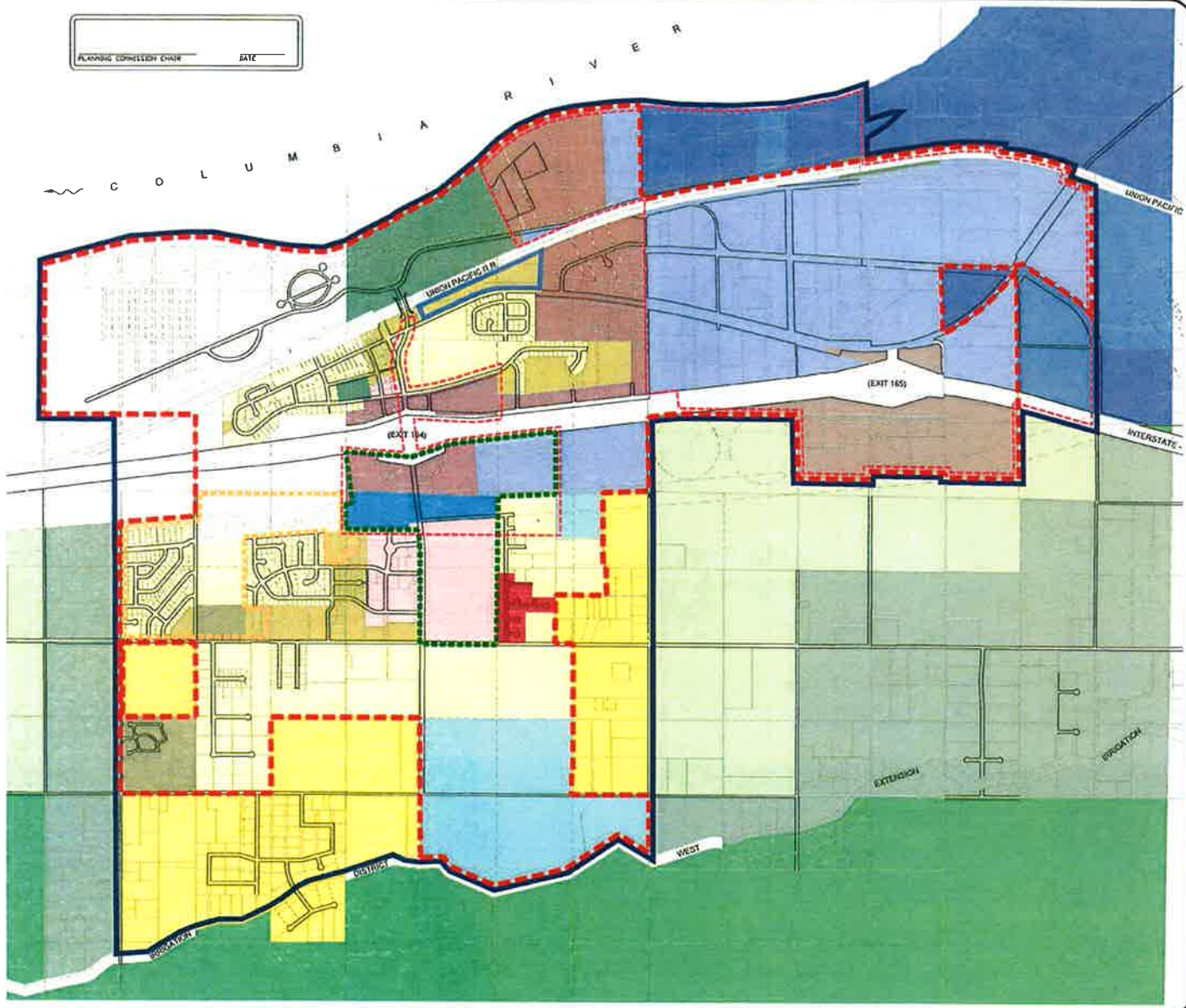


CITY ZONING

- | | |
|---|--|
| COMMERCIAL | RESIDENTIAL |
| COMMERCIAL - HWY SUB DISTRICT | RESIDENTIAL (SQUARES/TERRACE SUB DISTRICT) |
| LIGHT INDUSTRIAL | RESIDENTIAL (MULTIFAMILY SUB DISTRICT) |
| GENERAL INDUSTRIAL | RESIDENTIAL (MANUFACTURED HOME SUB DISTRICT) |
| BPA TRANSMISSION LINE EASEMENT SUB DISTRICT | FUTURE URBAN |
| SERVICE CENTER | |

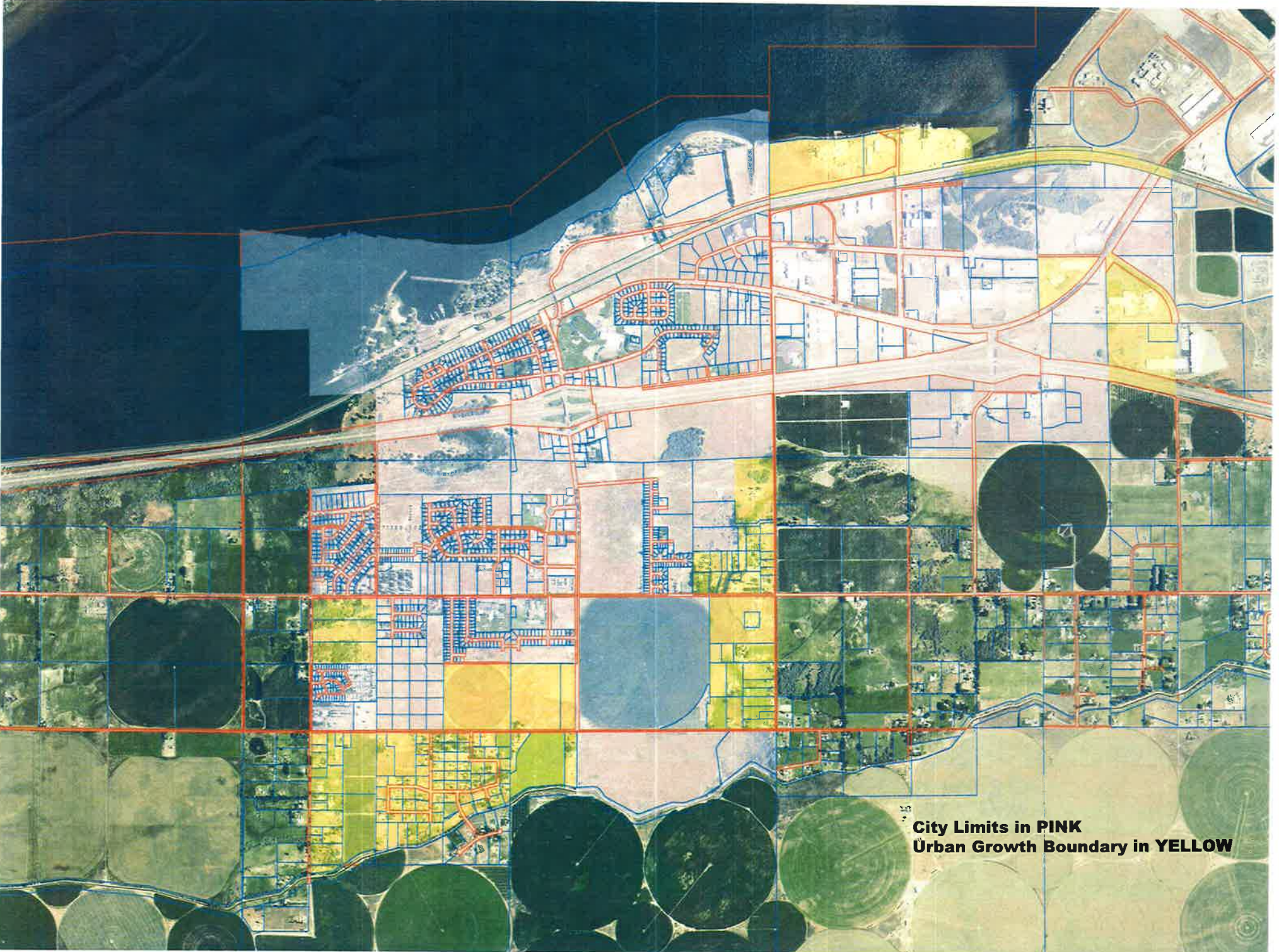
COUNTY ZONING

- | | |
|---|--|
| GENERAL INDUSTRIAL - COUNTY | SMALL FARM (40 ACRES) - COUNTY |
| SUBURBAN RESIDENTIAL (1 ACRES) - COUNTY | EXCLUSIVE FARM USE - COUNTY |
| FARM RESIDENTIAL (2 ACRES) - COUNTY | PORT INDUSTRIAL |



**BOARDMAN, OREGON
ZONING MAP**
UPDATED OCTOBER 2018





City Limits in PINK
Urban Growth Boundary in YELLOW

Inside City Limits

| Dist # | District Name | Rate | Tax % | Government | Education | Bonds | Compression |
|--------|----------------------------------|-----------|--------|----------------|--------------|--------------|--------------|
| 101 | MORROW COUNTY | 0.0040747 | 21.18% | \$361,370.03 | \$0.00 | \$0.00 | \$46,099.97 |
| 515 | BOARDMAN URBAN RENEWAL | 0.0001429 | 0.74% | \$12,673.27 | \$0.00 | \$0.00 | \$1,616.73 |
| 516 | UMA-MORROW RADIO DIST | 0.0001676 | 0.87% | \$14,863.82 | \$0.00 | \$0.00 | \$1,896.18 |
| 519 | WEST BOARDMAN URBAN RENEWAL AREA | 0.0001159 | 0.60% | \$10,278.74 | \$0.00 | \$0.00 | \$1,311.26 |
| 617 | HEALTH DIST | 0.0005963 | 3.10% | \$52,883.63 | \$0.00 | \$0.00 | \$6,746.37 |
| 618 | HEALTH DIST LOCAL OPTION | 0.00039 | 2.03% | \$0.00 | \$0.00 | \$0.00 | \$39,000.00 |
| 621 | BOARDMAN BOND | 0.0007034 | 3.66% | \$0.00 | \$0.00 | \$70,340.00 | \$0.00 |
| 625 | BOARDMAN PARK BOND | 0.0006384 | 3.32% | \$0.00 | \$0.00 | \$63,840.00 | \$0.00 |
| 630 | PORT OF MORROW | 0.000083 | 0.43% | \$7,360.96 | \$0.00 | \$0.00 | \$939.04 |
| 631 | BOARDMAN | 0.0041502 | 21.57% | \$368,065.86 | \$0.00 | \$0.00 | \$46,954.14 |
| 636 | BOARDMAN RFD | 0.0007356 | 3.82% | \$65,237.63 | \$0.00 | \$0.00 | \$8,322.37 |
| 642 | BOARDMAN CEMETERY | 0.0000281 | 0.15% | \$2,492.08 | \$0.00 | \$0.00 | \$317.92 |
| 647 | BOARDMAN PARK | 0.0002947 | 1.53% | \$26,135.85 | \$0.00 | \$0.00 | \$3,334.15 |
| 650 | UNIFIED REC DISTRICT | 0.0004495 | 2.34% | \$39,864.49 | \$0.00 | \$0.00 | \$5,085.51 |
| 652 | MORROW SCHOOL | 0.0039756 | 20.67% | \$0.00 | \$379,800.53 | \$0.00 | \$17,759.47 |
| 653 | MORROW SCHOOL BONDS | 0.0006755 | 3.51% | \$0.00 | \$0.00 | \$67,550.00 | \$0.00 |
| 654 | INTERMOUNTAIN ESD | 0.0006067 | 3.15% | \$0.00 | \$57,959.80 | \$0.00 | \$2,710.20 |
| 658 | BMCC | 0.0006515 | 3.39% | \$0.00 | \$62,239.67 | \$0.00 | \$2,910.33 |
| 659 | BMCC BOND | 0.0002201 | 1.14% | \$0.00 | \$0.00 | \$22,010.00 | \$0.00 |
| 660 | VECTOR CONTROL | 0.0001872 | 0.97% | \$16,602.07 | \$0.00 | \$0.00 | \$2,117.93 |
| 661 | VECTOR CONTROL LOCAL OPTION | 0.0001 | 0.52% | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 |
| 663 | OREGON TRAIL LIBRARY | 0.00025 | 1.30% | \$22,171.57 | \$0.00 | \$0.00 | \$2,828.43 |
| Totals | | 0.0192369 | 100% | \$1,000,000.00 | \$500,000.00 | \$223,740.00 | \$199,950.00 |

COMBINED TAX AMOUNT

\$1,723,740.00

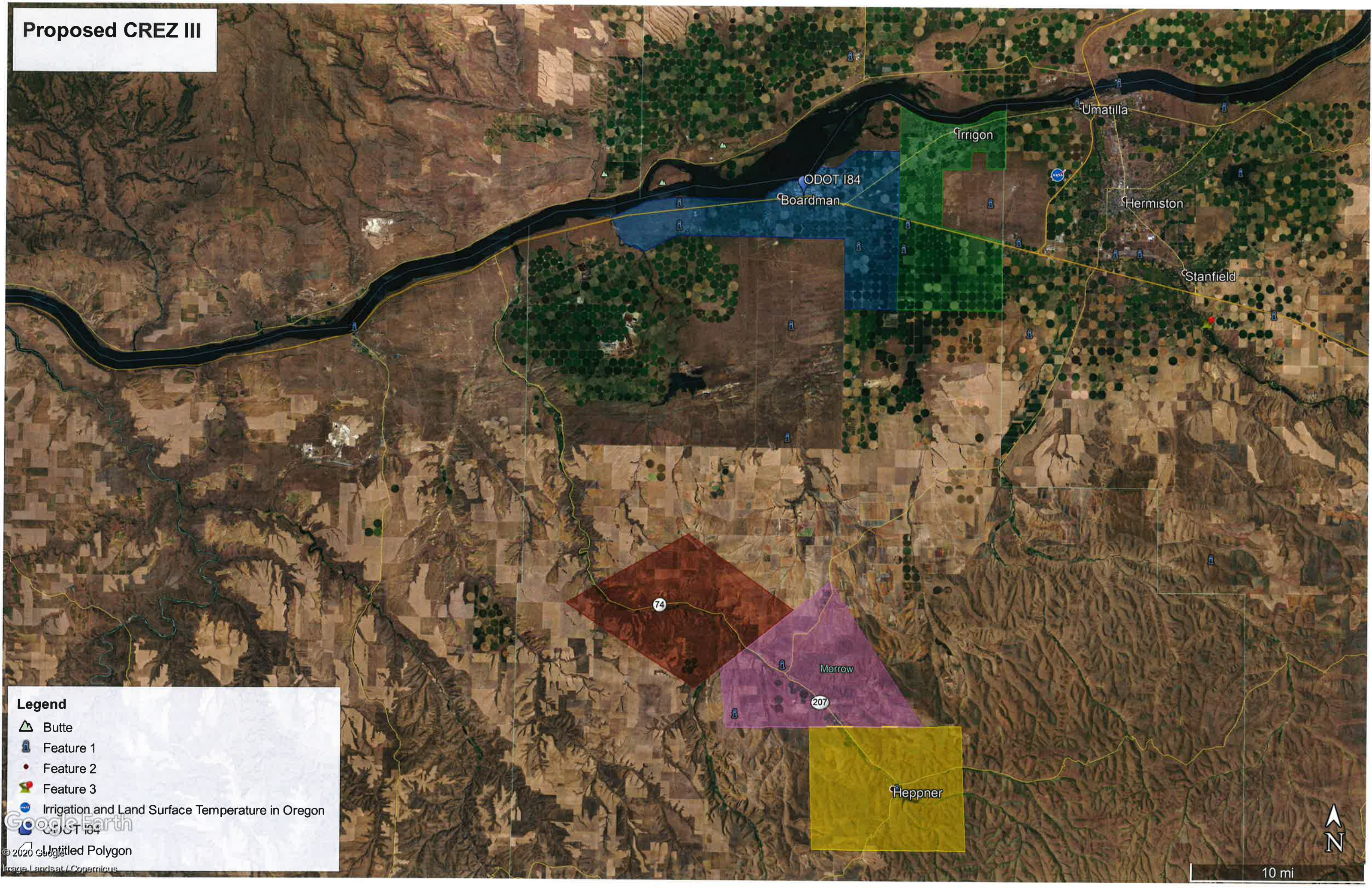
Outside City Limits

| Dist # | District Name | Rate | Tax % | Government | Education | Bonds | Compression |
|--------|-----------------------------|-----------|--------|--------------|--------------|--------------|-------------|
| 101 | MORROW COUNTY | 0.0041347 | 28.89% | \$413,470.00 | \$0.00 | \$0.00 | \$0.00 |
| 516 | UMA-MORROW RADIO DIST | 0.00017 | 1.19% | \$17,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 617 | HEALTH DIST | 0.000605 | 4.23% | \$60,500.00 | \$0.00 | \$0.00 | \$0.00 |
| 618 | HEALTH DIST LOCAL OPTION | 0.00039 | 2.73% | \$39,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 625 | BOARDMAN PARK BOND | 0.0006384 | 4.46% | \$0.00 | \$0.00 | \$63,840.00 | \$0.00 |
| 630 | PORT OF MORROW | 0.0000841 | 0.59% | \$8,410.00 | \$0.00 | \$0.00 | \$0.00 |
| 636 | BOARDMAN RFD | 0.0007464 | 5.22% | \$74,640.00 | \$0.00 | \$0.00 | \$0.00 |
| 642 | BOARDMAN CEMETERY | 0.0000284 | 0.20% | \$2,840.00 | \$0.00 | \$0.00 | \$0.00 |
| 647 | BOARDMAN PARK | 0.0002989 | 2.09% | \$29,890.00 | \$0.00 | \$0.00 | \$0.00 |
| 650 | UNIFIED REC DISTRICT | 0.000456 | 3.19% | \$45,600.00 | \$0.00 | \$0.00 | \$0.00 |
| 652 | MORROW SCHOOL | 0.0040342 | 28.19% | \$0.00 | \$379,803.80 | \$0.00 | \$23,616.20 |
| 653 | MORROW SCHOOL BONDS | 0.0006854 | 4.79% | \$0.00 | \$0.00 | \$68,540.00 | \$0.00 |
| 654 | INTERMOUNTAIN ESD | 0.0006156 | 4.30% | \$0.00 | \$57,956.28 | \$0.00 | \$3,603.72 |
| 658 | BMCC | 0.0006611 | 4.62% | \$0.00 | \$62,239.92 | \$0.00 | \$3,870.08 |
| 659 | BMCC BOND | 0.0002201 | 1.54% | \$0.00 | \$0.00 | \$22,010.00 | \$0.00 |
| 660 | VECTOR CONTROL | 0.0001899 | 1.33% | \$18,990.00 | \$0.00 | \$0.00 | \$0.00 |
| 661 | VECTOR CONTROL LOCAL OPTION | 0.0001 | 0.70% | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 663 | OREGON TRAIL LIBRARY | 0.0002536 | 1.77% | \$25,360.00 | \$0.00 | \$0.00 | \$0.00 |
| Totals | | 0.0143118 | 100% | \$745,700.00 | \$500,000.00 | \$154,390.00 | \$31,090.00 |

COMBINED TAX AMOUNT

\$1,400,090.00

Proposed CREZ III



Legend

- Butte
- Feature 1
- Feature 2
- Feature 3
- Irrigation and Land Surface Temperature in Oregon

Google Earth
© 2020 Google
Image Landsat / Copernicus

10 mi



Port of Morrow

Proposed CREZ3 Boundaries

Legend

- Boardman
- Heppner
- lone
- Irrigon
- Lexington





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

(For BOC Use)
 Item #
 5e

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

Presenter at BOC: Darrell Green
 Department: Administration
 Short Title of Agenda Item:

Phone Number (Ext):
 Requested Agenda Date: 5/20/2020

(No acronyms please) **Emergency Manager position**

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

| | | |
|---------------|-------------------------|--|
| _____ | Department Director | Required for all BOC meetings |
| DATE | | |
| Darrell Green | 5/20/2020 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):

The Emergency Manager position has been and is currently a part-time position held in the Sheriff's Office.

Over the past couple of years, Morrow County has experienced fires, a hundred year flood and currently COVID-19. The Emergency Manager is responsible for Preparation, Response, Recovery and Mitigation for any major emergency that might affect Morrow County including cities and agencies.

With the current COVID-19 crisis, the question has been brought up, should this position be part-time or a full-time? Should this position continue to be held in the Sheriff's Office?

Job descriptions are attached.

2. FISCAL IMPACT:

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

Discuss the merits of the Emergency Manager position as a part-time or full-time position.

Attach additional background documentation as needed.

- Participate in the Morrow County Government Command Advisory Team. The team includes: Liaison Commissioner, Emergency Manager, County Counsel, County Manager, County Sheriff and appropriate office or department directors as required for the emergency at hand.
- Supervise, coordinate and maintain the daily operations of the Emergency Management Program Grant (EMPG).
- Responsible for operation, activation and support of the Emergency Operations Center (EOC) located at the Bartholomew Building in Heppner.
- Assist the Board of Commissioners and County when filing declarations and gathers supporting data and information for disaster assistance when needed.
- Serve as a representative of the County to city, state, federal agencies, civic groups and the media in matters pertaining to emergency management.
- Maintain coordination with local and state government departments, agencies and utilities as needed during an emergency.
- Organize and coordinate local training for first responders, elected officials, directors and other staff as needed.
- Inform citizens of safety plans, updates and information using social media, newspaper articles and AlertSense.
- Interpret and apply all federal and state directives that apply to emergency management and required by the Emergency Management Program Grant (EMPG).
- Utilize computer models and various weather service products to stay abreast of current weather conditions and advise county administrators and department heads of any action that may be needed.
- Establish and maintain warning systems to alert the public of disaster conditions. Conduct periodic checks of the warning system and provide public information on the types and use of warning devices during actual emergency situations.

REQUIREMENTS FOR POSITION

- Degree in emergency services/response courses or 10 years' experience and training in Emergency Management, Police or Emergency Medical Services professions
- Completed or complete within one year from hire, the training programs prescribed by state and federal authorities (ICS 100, 200, 700, 800, 300 and 400).
- Amateur Radio Certification preferred. (HAM Radio)
- Previous experience in emergency planning, financial management and emergency operations is preferred.
- Public relations, supervisory, management experience, budget preparation, reporting and associated relevant skills are preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

While performing the duties of this job, the employee is frequently required to walk, sit, bend, talk and hear. The employee is required to use hands and fingers to handle or operate objects, tools, controls and reach with hands and arms.

The employee may occasionally lift and/ or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

TOOLS AND EQUIPMENT USED

Computer, including word processing, data base, Internet and spreadsheet programs; calculator, telephone, copy machine, fax machine, public safety radio system and amateur radio system.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee primarily works in an office environment; the employee occasionally may be tasked to work in outside weather conditions. The noise level in the work environment is usually quiet but may escalate during an emergency situation.

This description covers the most significant and auxiliary duties performed but does not include other occasional work which may be similar, related to, or logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job changes.

Employee's Signature

Date

- Participate in the Morrow County Government Command Advisory Team. The team includes: Liaison Commissioner, Emergency Manager, County Counsel, County Manager, County Sheriff and appropriate office or department directors as required for the emergency at hand.
- Supervise, coordinate and maintain the daily operations of the Emergency Management Program Grant (EMPG).
- Responsible for operation, activation and support of the Emergency Operations Center (EOC) located at the Bartholomew Building in Heppner.
- Assist the Board of Commissioners and County when filing declarations and gathers supporting data and information for disaster assistance when needed.
- Serve as a representative of the County to city, state, federal agencies, civic groups and the media in matters pertaining to emergency management.
- Maintain coordination with local and state government departments, agencies and utilities as needed during an emergency.
- Organize and coordinate local training for first responders, elected officials, directors and other staff as needed.
- Inform citizens of safety plans, updates and information using social media, newspaper articles and AlertSense.
- Interpret and apply all federal and state directives that apply to emergency management and required by the EMPG.
- Utilize computer models and various weather service products to stay abreast of current weather conditions and advise county administrators and department heads of any action that may be needed.
- Establish and maintain warning systems to alert the public of disaster conditions. Conduct periodic checks of the warning system and provide public information on the types and use of warning devices during actual emergency situations.

REQUIREMENTS FOR POSITION

- Degree in emergency services/response courses or 10 years' experience and training in Emergency Management, Police or Emergency Medical Services professions
- Completed or complete within one year from hire, the training programs prescribed by state and federal authorities (ICS 100, 200, 700, 800, 300 and 400).
- Amateur Radio Certification preferred. (HAM Radio)
- Previous experience in emergency planning, financial management and emergency operations is preferred.
- Public relations, supervisory, management experience, budget preparation, reporting and associated relevant skills are preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

While performing the duties of this job, the employee is frequently required to walk, sit, bend, talk and hear. The employee is required to use hands and fingers to handle or operate objects, tools, controls and reach with hands and arms.

The employee may occasionally lift and/ or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

TOOLS AND EQUIPMENT USED

Computer, including word processing, data base, Internet and spreadsheet programs; calculator, telephone, copy machine, fax machine, public safety radio system and amateur radio system.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee primarily works in an office environment; the employee occasionally may be tasked to work in outside weather conditions. The noise level in the work environment is usually quiet but may escalate during an emergency situation.

This description covers the most significant and auxiliary duties performed but does not include other occasional work which may be similar, related to, or logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job changes.

Employee's Signature

Date

MEMORANDUM

TO: MORROW COUNTY LPSCC
FROM: JESSICA L. ROSE
SUBJECT: LPSCC COORDINATOR SUCCESSION PLANNING
DATE: 3/31/2020

BACKGROUND

Morrow County Local Public Safety Coordinating Council (LPSCC) is a body created by ORS 423.560 and is comprised of members appointed by the Morrow County Board of Commissioners (Board). The Statute outlines the membership and function of the council, including coordinating local criminal justice policy and planning. There has been a State and National movement to use LPSCCs as a forum to increase collaboration among agencies, and to utilize staff to help the Councils become more efficient, productive, and effective at developing comprehensive Public Safety plans.

Jessica Rose held the part-time (.2 FTE) position of LPSCC Coordinator from January, 2017 to September, 2019 through a Federal Grant and partnership between the Criminal Justice Commission, Association of Oregon Counties, and several counties including Morrow County. Duties included assisting the Chairperson with developing an Agenda that best utilizes the time of Members and keeps the group focused on chosen areas of interest, taking minutes, consulting on various Criminal Justice Issues, and Grant writing/administration/consultation.

BENEFITS

One benefit of having LPSCC staff is to keep the meetings focused on achieving chosen goals. Each member of the LPSCC has a full-time job position and cannot always take on extra work in anticipation of the bi-monthly meetings. The Coordinator will keep the momentum going to ensure that meetings are a valuable use of time. Another benefit has been special knowledge to share with the group. This is based on attendance at regular meetings with the CJC to learn about potential funding changes or opportunities, projects that were successful (or not) in other Counties, and expectations of the Justice Reinvestment Grant. The Members do not always have time to attend additional meetings and develop expertise in these areas, as they are managing their own programs and/or staff. As a neutral staff person, the Coordinator improves the collaboration piece by meeting individually with members who have problems or questions, and providing information in order to encourage a fully informed dialogue. Dedicated staff is integral to achieving the goal of an efficient and active LPSCC.

PROPOSAL

The Morrow County LPSCC Coordinator will:

- Coordinate meetings by assisting the Chair with development of a useful, worthwhile Agenda, taking minutes to document progress and satisfy State requirements, and engaging in regular communications with LPSCC members.
- Assist with JRI Grant monitoring efforts to ensure performance and progress towards the County's JRI goals. This will include assisting with quarterly reporting, semi-annual progress/narrative reporting, and gathering timely reports from Domestic Violence Services, Inc.
- Act as a liaison with the CJC, including participation in CJC's Regional Implementation Councils (RIC's), periodic communications, site visits, as the CJC requires as part of JRI Grant.
- Attend conferences and trainings to stay informed about Legislative and Policy developments.
- Attend monthly meetings hosted by the CJC with LPSCC staff throughout the State.
- Draft Grant Proposals, including potentially the upcoming Behavioral Health Impacts Grant.
- Develop partnerships with other Counties in the Region, to the extent this will improve Morrow County's status in competing for Grant funds with regard to Behavioral Health and/or Housing.
- Hold priority over other potential agreements.**

** There is the potential for sharing this position with other Counties. It is the Coordinator's intention that as long as this agreement is in place, Morrow County will have priority, and will approve any additional agreements of the Coordinator. In addition, please note that some of the costs below could be shared, if the position was combined with another County.

BUDGET

| | |
|--|-----------------|
| Base Salary | \$19,735 |
| Cell phone reimbursement | \$1200 |
| Equipment (Laptop, phone, etc.) | \$1000 |
| Mileage | \$3500 |
| 3 Conferences/trainings | \$3565 |
| Salary + Benefits + travel = Total Cost | \$29,000 |

Respectfully,



Jessica L. Rose

CRIMINAL JUSTICE COMMISSION
MAXIMIZING LPSCC CAPACITY PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC” and **Morrow County**, hereinafter referred to as “Grantee”. CJC and Grantee are hereinafter referred to individually without distinction a “Party” and collectively as the “Parties”.

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the date of April 1, 2020 or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Insurance**
- Exhibit C: **Federal Terms and Conditions**
- Exhibit D: **Award Identification**

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. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: Exhibit C; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit D.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$AMOUNT (“Grant Funds”) for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely in accordance with the budget (“Project Budget”) and for the project described in Exhibit A (“Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.c hereof. Grantee shall complete the Project no later than the Project End Date.

5. Reports. Grantee shall submit the reports required by this section.

- a. Progress Reports.** Grantee shall submit a report quarterly on its progress in completing the Project. Reports must be in form and substance acceptable to CJC and received by CJC no later than the 25th day of each July and October, commencing July 25, 2020. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC

may adjust this reporting schedule on an as-needed basis upon notice to Grantee as provided in Section 11.f.

b. Financial Reimbursement Reports.

i. In order to receive reimbursement, Grantee shall submit to CJC Requests for Reimbursement (“RFR”) that include supporting documentation for all Project costs for which Grantee is seeking reimbursement. Grantee shall submit RFRs no more frequently than monthly. If an RFR is submitted after the 15th day of a month, CJC shall treat it as the RFR for the following calendar month. Reimbursements will be withheld if Progress Reports have not timely been submitted or are incomplete.

ii. Reimbursement rates for travel costs shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>. Requests for reimbursement for travel costs must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual costs or authorized rates incurred.

iii. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any. Grantee certifies that it will use equipment purchased with grant funds for criminal justice purposes.

iv. Reimbursements will be made only for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before the Project Start Date or after the Project End Date.

v. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or amounts resulting from the Agreement that results in a debt owed to the Federal Government. CJC may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the Grantee’s indirect costs (up to the limit set forth in the Project Budget) and reasonable and necessary costs (up to the limit set forth in the Project Budget) incurred by Grantee’s subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for costs incurred by Grantee prior to the Project Start Date or after the Project End Date. Subject to satisfaction of the conditions precedent set forth below and the other terms and conditions hereof, CJC will disburse Grant Funds to the Grantee as reimbursement for eligible Project costs satisfactorily documented in an RFR, within 30 days of CJC’s approval of the RFR .

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee'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. Grantee has provided to CJC a RFR in accordance with Section 5.b.i. hereof.

c. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee 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 of this Agreement or the Project End Date ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement or the Project End Date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the execution and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 Grantee's Articles of Incorporation, bylaws, or any other organizational documents of Grantee, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 sub agreements. 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 Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC 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.

e. **Registration with the System for Award Management ("SAM").** Grantee has registered with SAM (available through <http://www.ojp.usdoj.gov/funding/sam.htm>) and has provided its Data Universal Numbering System number ("DUNS") to CJC.

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.** Grantee 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, state minimum standards for audits of municipal corporations, and the requirements of 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon ("Secretary"), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance ("USDOJ"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit

questions at the end of the six-year period, Grantee shall retain the books, documents, papers and records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

d. Audits. If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single audit conducted in accordance with the 2 CFR Part 200, Subpart F. Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements. Records must be available for review or audit by appropriate officials as provided in Section 8.a herein.

e. Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the Grant Funds.

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project only with the prior written consent of CJC.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. Sub agreement indemnity. Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC 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 Grantee’s sub agreement or any of such party’s officers, employees, agents, or sub grantees or subcontractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising

solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee's sub agreement from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(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 Grantee's subgrantee, subcontractor or contractor is prohibited from defending State, that Grantee's subgrantee, subcontractor or contractor is not adequately defending State's interests, 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 Grantee's subgrantee, subcontractor or contractor if State elects to assume its own defense.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. All sole-source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole-source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to CJC.

10. Default and Remedies

a. Grantee Default Grantee shall be in default under this Agreement if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement.

b. Remedies of CJC. If Grantee's default remains uncured 30 days after written notice thereof to Grantee, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
- ii. Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
- iii. Declaring Grantee ineligible to receive future awards from CJC.
- iv. Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.
- v. Terminating this Agreement in accordance with Section 10A below.

10A. Termination.

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

- i. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- iii. The Project would not produce results commensurate with the further expenditure of funds;
- iv. CJC determines, in its sole discretion, to end funding for the Project.
- v. Grantee is in default under this Agreement and such default remains uncured at the end of the cure period specified in Section 10.b above.

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

i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Upon termination of this Agreement under subsection 10A, CJC may end all further disbursements of Grant Funds, but Grantee shall not be required to repay to CJC any Grant Funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement, unless the termination is pursuant to Section 10A.a.v.

11. General Provisions

a. Indemnity. TO THE EXTENT PERMITTED BY ARTICLE XI, SECTION 10 OF THE OREGON CONSTITUTION, GRANTEE *SHALL INDEMNIFY AND DEFEND STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.*

State shall reasonably cooperate in good faith, at Grantee's expense, in the defense of a covered claim. Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Grantee. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and at its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Grantee with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Grantee may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

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. Amendments; budget changes. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget that do not increase the total amount of the Project Budget. The proposed changes to the Project Budget will be effective without a written Amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

d. Duplicate Payment. Grantee 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.

e. No Third Party Beneficiaries. CJC and Grantee 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.

Grantee 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 Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC 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.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by certified mail, postage prepaid, shall be deemed to be given five days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt is expressly acknowledged in writing by the receiving party.

g. 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 Grantee 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. Grantee 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.

h. Compliance with Law. Grantee 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, including without limitation as described in Exhibit C. Without limiting the generality of the foregoing, Grantee 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.

i. Insurance; Workers' Compensation. Grantee shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement. In addition, all employers, including Grantee, 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. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

j. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. 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.

l. 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.

m. 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.

Grantee, 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.

Approved by Grantee

By:

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Criminal Justice Commission

By:

Michael Schmidt, Executive Director

Date

Legal Sufficiency

By: Approved for Legal Sufficiency by AAG Sam Zeigler by email dated April 30, 2020

CJC Grant Administrator
Ian Davidson
885 Summer St. NE
Salem, OR 97301-2524
503-378-6374
ian.davidson@oregon.gov

Grantee Contact
Dan Robbins
205 NE 3rd
Irrigon, OR 97844
Dan.l.robbins@cc.doc.state.or.us
503-314-5222

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's Maximizing LPSCC Capacity Program, as part of the *Justice Reinvestment Initiative: Maximizing State Reforms Grant Program 2016*, is to financially support and train professional coordinators for six (6) Local Public Safety Coordinating Councils (LPSCCs). The professional coordinators will provide analytical and administrative support, facilitate county-level collaboration, and assist LPSCC membership in identifying and addressing local public safety challenges, goals and planning needs.

Project Start Date: April 1, 2020

Project End Date: September 30, 2020

GRANT #: JRIF-20-04

CFDA #: 16.827

PROGRAM CONTACT: Dan Robbins

FISCAL CONTACT: Kenneth W. Matlack

EMAIL: dan.l.robbins@cc.doc.state.or.us

EMAIL: kmatlack@co.morrow.or.us

TELEPHONE: 541-314-5222

TELEPHONE: 541-314-5201

BUDGET SUMMARY:

| | Grant Funds Awarded |
|-------------------|---------------------|
| Personnel | \$19,735 |
| Travel & Training | \$2,125.10 |
| Equipment | \$2,200 |
| Total | \$24,060.10 |

EXHIBIT B

Insurance Requirements

Grantee shall obtain at Grantee's expense the insurance specified below and shall maintain it in full force and at its own expense until the earlier of termination of this Agreement or full and complete performance of all of Grantee's obligations under this Agreement; provided, however, that the insurance shall be further maintained as necessary to comply with any extended reporting period or tail coverage requirements. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

TYPES AND AMOUNTS.

i. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis with a combined single limit of liability per occurrence not less than the highest limit of liability for a local government under the Oregon Tort Claims Act.

ii. AUTOMOBILE LIABILITY INSURANCE

Required by CJC Not required by CJC.

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 written on an occurrence form basis with a combined single limit of liability per occurrence not less than the highest limit of liability for a local government under the Oregon Tort Claims Act.

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

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain and submit to CJC certificate(s) of insurance for all required insurance before the Grantee performs under this Agreement. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

The Grantee shall immediately notify the CJC of any change in insurance coverage.

EXHIBIT C

Federal Terms and Conditions

- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- II. No Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.
- III. Compliance with Applicable Law. The Grantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:
 - A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 - B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 - C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 - D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).
 - E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 - F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 - G. Clean Air Act, 42 USC 7401 et seq.
 - H. Clean Water Act, 33 USC 1368 et seq.
 - I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 - J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 - K. Endangered Species Act of 1973, 16 USC 1531 et seq.
 - L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

- M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
- N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
- O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
- P. Indian Self-Determination Act, 25 USC 450f.
- Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
- R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
- S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
- T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 any 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 Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The CJC will 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 subgrantees will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Grantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

In accordance with Federal civil rights laws, the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for CJC and OCR are as follows:

Oregon Criminal Justice Commission
885 Summer Street, NE
Salem, Oregon 97301

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

VI. Systems Requirements.

- A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov.gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- C. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the CJC and grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- VIII. Equal Employment Opportunity Plan (EEOP). The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to

the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at:
<http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>:

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements. **The grantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. New construction;
2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X.. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
 - D. Notifying the employee that, as a condition of employment under the award, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace.
- XI. **No Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

Exhibit D
Sub-Award Information

1. Federal Award Identification: Maximizing LPSCC Capacity Program
2. Grantee Name (must match the name associated with 3 below): Morrow County
3. Grantee's unique entity identifier (i.e. DUNS number): Click here to enter text.
4. Federal Award Identification Number (FAIN): N/A
5. Federal Award Date: 10/01/2016
6. Period of Performance Start & End Date: From 10/01/2016 to 9/30/2020
7. Total Amount of Federal Funds Obligated by this Agreement:
 - A. Total Amount of Federal Award: \$7,400,000.00
Federal award project description: Justice Reinvestment: Maximizing State Reform
Name of Federal awarding agency: Bureau of Justice Assistance
Contact information for awarding official: Karol V. Mason – Assistant Attorney General
Indirect cost rate: 10% de minimus
 - i.a. CFDA Number and Name: 16.827 – Justice Reinvestment Initiative
 - i.b. Amount:
8. Total Amount of Federal Funds Obligated to Grantee:
9. Is Award R&D? Yes No



Board of Commissioners

Rick Dyer (541) 774-6118
Bob Strosser (541) 774-6119
Colleen Roberts (541) 774-6117
Fax: (541) 774-6705

10 South Oakdale, Room 214
Medford, Oregon 97501

May 15, 2020

This Letter is Addressed/Emailed to Each County Commissioner in Oregon and Each Member of the Oregon Legislature

RE: CARES Act Funding Distribution in Oregon

Dear Colleagues:

The Jackson County Board of Commissioners assumes you are aware of the State's draft plan for distribution of a portion of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding currently under review. We have some significant concerns about the plan as presented, and have many questions about the rationale behind some of the recommendations.

What were the specific policy considerations contemplated when Governor Brown, Speaker Kotek, and Senate President Courtney decided that two-thirds (67.2 percent) of the population of Oregon in the remaining 34 counties, outside of Multnomah and Washington, should specifically be excluded from using the CARES Act funding for small business relief grants or economic recovery programs? This use and purpose is specifically authorized and intended by Congress for these funds.

What do we take away from the recommendation that Multnomah and Washington Counties, and the City of Portland, should use 25 percent of their \$246,800,000 (or \$61,700,000) received for business and worker relief programs while the rest of us warrant exactly \$0 for those purposes? Our takeaway is that it will reinforce the widely held belief that the people of these mostly rural counties are not relevant and our well-being is inconsequential to them.

The remaining 34 counties should be receiving a total of \$506,000,000 when using the same per capita allocation as Multnomah and Washington Counties. The \$106,000,000 (\$506,000,000 less the \$400,000,000 currently proposed) being left out of the current proposal should be added back in and distributed to these counties to be used for desperately needed business relief grants and other economic recovery programs. This money should be dispersed now as many of our businesses have been unable to access the Paycheck Protection Program (PPP), the Small Business Association's Economic Injury Disaster Loan (EIDL), or even unemployment benefits, and are on the verge of losing their life's work and livelihoods permanently.

Congress clearly intended that these funds be made available to state and LOCAL governments to help adequately respond to the public health costs AND to assist businesses and workers in

County Commissioners
State Legislators
May 15, 2020
Page 2 of 2

mitigating the economic impacts of this pandemic. We are certain they did not intend to create the egregious disparity of large cities and counties having the ability to take care of their struggling businesses, while smaller jurisdictions must helplessly watch them wither and die. We are asking for your help in representing the people of our communities to receive this vital portion of the CARES Act funding so we can emerge from this difficult period ready to roar back stronger than ever.

Sincerely,

JACKSON COUNTY BOARD OF COMMISSIONERS

/s/ Colleen Roberts

Colleen Roberts, Chair

/s/ Rick Dyer

Rick Dyer, Commissioner

/s/ Bob Strosser

Bob Strosser, Commissioner

RD:ls

cc: US Representative Greg Walden
US Senator Jeff Merkley
US Senator Ron Wyden
Danny Jordan, County Administrator
Joel Benton, County Counsel
Gina Nikkel, AOC Executive Director

PUBLIC NOTICE



Wheatridge Wind Energy Facility

Notice of Proposed Order on Request for Amendment 5

Summary:

Date Notice Issued: May 11, 2020

Issuance of Proposed Order: The Oregon Department of Energy (ODOE), staff to the Energy Facility Siting Council (EFSC), issued a Proposed Order on Request for Amendment 5 (RFA5) (proposed order) of the Wheatridge Wind Energy Facility Site Certificate on May 11, 2020. The proposed order recommends EFSC approve RFA5 and grant two new site certificates, subject to existing site certificate conditions and recommended new conditions in the proposed order.

This notice informs the public of the availability of the proposed order; however, under Type B amendment review, there is not an opportunity to request a contested case proceeding on the proposed order.

Facility Location: Morrow and Umatilla counties

Type B Amendment Review: This amendment request is being processed under Type B review which, in accordance with Oregon Administrative Rule (OAR) Chapter 345, Division 27, does not include a public hearing or opportunity for contested case proceeding.

Description of Facility (Approved/Under Construction): Wheatridge Wind Energy Facility is an approved 650 megawatt (MW) wind and solar energy generation facility. Approved wind facility components include up to 292 wind turbines and approximately 900 acres in solar photovoltaic (PV) energy generation equipment, to be located within a site boundary containing approximately 14,624 acres. Facility components currently (2020/21) under construction include 120 wind turbines (300 MW) within Morrow County.

Facility Location: The approved Wheatridge Wind Energy Facility site is located in both Morrow and Umatilla counties, south of Interstate 84 and northeast of Lexington. A map of the facility site

boundary is included in this notice. For detailed maps, please see Figures 1 and 2 in RFA5 on the [Department's website](#), or visit our online mapping tool at <https://tinyurl.com/EFSCmap>.

Proposed Changes in Request for Amendment 5: RFA5 requests to split, and share some, facility components into two site certificates, inclusive of all previously imposed site certificate conditions with some requested condition amendments. One site certificate would include 100 MW of previously approved wind energy generation equipment (40 wind turbines), named Wheatridge Renewable Energy Facility I (WREFI); the other site certificate would include the remaining previously approved 400 MW of wind energy generation equipment (252 wind turbines) and 150 MW solar PV energy generation equipment, named Wheatridge Renewable Energy Facility II (WREFII).

The certificate holder owner, NextEra Energy Resources, LLC (NEER), would be maintained for both site certificates; the current certificate holder, Wheatridge Wind Energy, LLC would remain the certificate holder for WREFI. The certificate holder for WREFII would be Wheatridge Wind II, LLC, a new limited liability company created as an indirect subsidiary of NEER.

EFSC Review and Decision Process:

The amendment request is being processed under "Type B" review, per OAR 345-027-0368 and -0372. The proposed order considers all comments received on the record of the draft proposed order within EFSC jurisdiction. The proposed order recommends approval of the changes proposed in RFA5, which would result in EFSC issuance of two new site certificates if approved.

EFSC, may adopt, modify or reject the proposed order based on the considerations described in OAR 345-027-0375. In a written final order, EFSC shall either approve or reject the amendment request, and grant or deny issuance of two new site certificates. EFSC will review the proposed order at

its May 22, 2020 meeting to be held via phone and a web-based virtual meeting. Judicial review of Council's final order granting or denying an amendment request is as described in OAR 345-027-0372(5) and Oregon Revised Statute 469.403.

For more information relating to EFSC standards, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>

Receipt of this Notice:

Please note that you may be receiving this notice for multiple reasons:

1. You own property within or adjacent to (within 500 feet) the property on which the facility is located. You will automatically receive all future notices on this facility.
2. You have requested to receive paper notices on the Wheatridge Wind Energy Facility. If you wish to be removed from this mailing lists, please contact Sarah Esterson.
3. You have previously signed up via GovDelivery/ClickDimensions or by contacting ODOE to receive notices related to Wheatridge Wind Energy Facility or all EFSC project-related notices. You will automatically receive all future notices per your request, unless you unsubscribe via ClickDimensions or by contacting ODOE.

More Information:

Please contact Sarah Esterson, Senior Siting Analyst, at the phone, email address or mailing address listed in this notice.

Sarah Esterson, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301
Email: sarah.esterson@oregon.gov
Phone: 503-373-7945

More information about the facility and updates on the review process is available using any of the following options.

1) Oregon Department of Energy's webpage:

More details on the Wheatridge Wind Energy Facility including the certificate holder's RFA5 and the Department's Draft Proposed Order and Proposed Order are available online at:

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

Additional resources to help you participate in the state siting process can be found at:

<http://www.oregon.gov/energy/facilities-safety/facilities/pages/default.aspx>

2) Updates by email/mail:

Subscribe to ClickDimensions, a self-managed, automated email system that sends notices and updates on Wheatridge Wind Energy Facility as well as any or all other energy facilities and events under EFSC jurisdiction. For more information, please visit: <http://web.energy.oregon.gov/cn/a6n53/subscribe>

To receive notices by U.S. Mail, please contact Sarah Esterson.

3) In hardcopy:

Hard copies of Request for Amendment 5, Draft Proposed Order and Proposed Order are available for public inspection at:

Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Accessibility information:

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Michiko Mata at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to michiko.mata@oregon.gov.

Figure 1: Proposed Site Boundaries of New Split Site Certificates

