

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 26, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info 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 and Payroll Payables
 - b. Minutes: July 22nd, August 5th
 - c. Oregon Liquor Control Commission License Renewal Notification – Love’s Travel Stop and Willow Run Golf Course
 - d. Amendment 1 to Oregon Department of Agriculture Grant Agreement #ODA-4219-GR, Wolf Compensation & Financial Assistance, Additional Award
 - e. The Loop/Greater Oregon Behavioral Health, Inc., Services Agreement
 - f. Award Bid and Contract for Tree Removal Services
- 5. Business Items**
 - a. Oregon Department of Transportation Fund Exchange Agreement (Matt Scrivner, Public Works Director)
 - b. Vehicle Purchase Request, Community Corrections (Undersheriff John Bowles)
 - c. Morrow County Government Command Center Update
 - d. Morrow County Coronavirus Relief Funds Projection
 - e. Grants and Resiliency Dollars Update (Chair Lindsay)
 - f. 2020 Census Update (Chair Lindsay)
 - g. Irrigon Building Update/Guaranteed Maximum Price (Darrell Green, Administrator)
 - h. UEC Easement Request Update
 - i. **Port of Morrow OLCC Liquor License Application**
 - j. **Port of Morrow OLCC Temporary Sales License – For Profit**
- 6. Department Reports, Written**
 - a. Road Department Monthly Report (Eric Imes, Assistant Road Master)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 10. Executive Session:** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent
- 11. Signing of documents**
- 12. Adjournment**

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

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

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

Zoom 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
July 22, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell; Staff: Darrell J. Green, Kate Knop, Roberta Lutchter, Richard Tovey; Non-Staff: Dave Sykes

Present Via Electronic Means

Commissioner Jim Doherty; Staff: Stephanie Case, Bobbi Childers, Mike Gorman, Lindsay Grogan, Gayle Gutierrez, Christy Kenny, Diane Kilkenny, Matt Scrivner, Linda Skendzel, Vickie Turrell, LeAnn Wright, Gregg Zody; Non-Staff: Sheryll Bates, Torrie Griggs, Erica Lasater, Lisa Mittelsdorf, Karen Pettigrew, Lori Roach, Greg Sweek, Sandy Toms and two unidentified callers

Call to Order & Pledge of Allegiance: 9:03 a.m., followed by roll call

City & Citizen Comments: None

Open Agenda: Chair Lindsay requested that the Road Department Monthly Report be followed by an update on traffic control within the energy project areas.

Consent Calendar

The Amended Coronavirus Aid, Relief and Economic Security Act (CARES) – Coronavirus Relief Fund Grant Agreement was moved to Business Items for discussion.

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

1. *Accounts Payable, July 23rd, \$408,246.46*
2. *Minutes: May 6th & May 13th*
3. *Northeast Oregon Forests Resource Advisory Committee Nominee for the Resource Advisory Committee for Umatilla, Wallowa-Whitman and Malheur National Forests:
Mike Gorman*

Commissioner Doherty seconded. Unanimous approval.

Business Items**Amended CARES Act – Coronavirus Relief Fund (CRF) Grant Agreement**

Commissioner Russell explained some counties found fault with the state agreement because it placed most of the liability on the counties and not on the state. The Oregon County Counsel Association negotiated an amended version and the Association of Oregon Counties recommended counties now sign the amended agreement, he said.

Because the draft in the Agenda Packet was not ready for signature, County Counsel Richard Tovey said he would obtain the correct agreement for signature.

Commissioner Russell moved to authorize Chair Lindsay to sign the Amended CARES Act – Coronavirus Relief Fund Grant Agreement #1025 on behalf of the County after County Counsel has reviewed, approved and provided the most current agreement for signature, given it is similar to what was reviewed today. Commissioner Doherty seconded. Unanimous approval.

Discuss Request by Boardman Rural Fire Protection District to Annex Property

Chief Mike Hughes

Captain Adam Cole

Chief Hughes and Capt. Cole requested the County annex properties as described in the letter and map they provided (referred to as Stall Farms during the presentation). Chief Hughes said, in his attempts to “clean up” some things, BRFPD contacted this landowner to see if they had fire protection and the landowner wrote back asking that it be provided.

Discussion on the history of annexing properties into fire districts.

Chair Lindsay asked for input from Assessor Mike Gorman and County Counsel Richard Tovey.

Mr. Gorman noted there were other properties in the County not included in any fire districts. In referring to the map, he said the bulk of the 3,000 acres were owned by Stall Farms but some of the land was also owned by Allen Cleaver. The map provided by BRFPD showed only the properties requesting to be annexed at this time, he said.

Mr. Tovey discussed the Oregon Revised Statute for annexing properties by the county governing body (ORS 478.115).

After additional discussion, Chair Lindsay asked that a request be brought forward as a Business Item that would include the maps and letters of request from all the landowners. This would allow additional time for the County to review the statute and the process that will need to take place, she said.

Morrow County Government Command Center Update

- Mr. Green reported the number of cases was now over 200. Interim Public Health Director Diane Kilkenny has been working closely with the school districts to ensure they have good information, but the information from the State seemed to change on a regular basis.
- Ms. Kilkenny said the majority of new cases were in the 20-40 age group where it's been community acquired. She said the Health Department has been trying to get people to wear masks but it's been a struggle to reach them with that message.
- Chair Lindsay said she had a call from the Governor who wanted to place Morrow County back to Phase I. Chair Lindsay said it was an interactive conversation with the Governor agreeing to reconsider it.
- Chair Lindsay commented on the behavior changes that will be needed to turn the statistics around, so the Command Team member from Community Counseling Solutions will take the lead to help with that effort.

CARES Act Funding Discussion

Commissioner Doherty said the State was not going to send the funds down to the cities and counties, as they were intended, despite the hard work of the Association of Oregon Counties and others.

Chair Lindsay said this had been one cause that united practically everyone and she appreciated Commissioner Doherty's hard work on this as AOC President.

Commissioner Russell said he shared the same frustrations as Chair Lindsay and Commissioner Doherty. The funds were earmarked for local governments but our leaders at the State level had a different opinion, he said.

Occupational Safety & Health Administration (OSHA) Rule Making Letter

Commissioner Russell recommended the County support AOC's letter to OSHA expressing concern over OSHA's rules and programs being implemented in response to COVID-19 for agricultural and food processing workers. He said it appeared OSHA wanted to sidestep the normal rulemaking process even though the legislature declined to make the rules permanent when it met recently.

Chair Lindsay said the County preferred to partner with all businesses for good screening and testing rather than bring in regulatory agencies that would punish employers. She said Public Health Department staff created amazing success stories with employers and this OSHA rule making would hurt our abilities.

Ms. Kilkenny agreed and added the philosophy is to partner, not punish. She went on to describe some of the Morrow County Public Health Department's recommendations provided to employers that have been successful in Morrow County.

Chair Lindsay asked the chamber of commerce representatives attending electronically to see if other business partners would sign similar letters.

Commissioner Russell moved to sign the letter from AOC regarding the OSHA rulemaking process. Commissioner Doherty seconded. Unanimous approval.

Break: 9:56-10:04 a.m.

UEC Easement

Robert Echenrode, UEC General Manager

Mr. Echenrode asked the County to consider a transmission easement in the City of Boardman for a proposed transmission line between the UEC 730 switchyard and the planned, proposed Olson Road substation. He said he was here to answer any questions and share a Google Earth presentation, or tour, to help the Commissioners understand the process of a transmission line and utility routing.

Mr. Echenrode then discussed the status of easement negotiations – UEC secured easements from two landowners yesterday and they were still seeking to negotiate with two other impacted landowners. (Later in the meeting he said he had secured easements from the Yates' and the Hobbs' but not from Mr. Shook or Mr. Tallman.)

He then reviewed the easement's impact on County property – it allows the County to construct its proposed building and have a gravel pile, but it would need to be well coordinated with UEC.

Chair Lindsay asked if Mr. Echenrode had seen a commitment on the loop roads yet. He replied he had not and wasn't sure it had been accepted by the City of Boardman, but thought there was adequate room for them. The Port had an engineer go out to that area, he added.

After discussion about how long the various proposed routes will be under consideration by UEC, Mr. Echenrode clarified UEC was asking for the option to execute an easement, and if it was not needed, it wouldn't be executed. It's true for all the easements, he said, they're secured as options to exercise once a completed route has been found.

Discussion continued. The Board decided to bring this topic to an upcoming meeting agenda.

Economic Impact & Discussion of COVID-19

Kate Knop, Finance Director

Ms. Knop said major negative impacts to revenue were projected to be between 23-30%. Morrow County would be using its reserve to support the current year budget appropriations, which could potentially be done but next year there would be a greater cut, she said. She asked the Commissioners what information they would like presented in order to discuss this in greater depth during a Work Session. She explained that whenever budgets increase or decrease by 10% or more, the Budget Committee would be required to reconvene.

Chair Lindsay said it would be hard to only analyze certain parts of the budget, so she asked for a "big picture analysis" of the entire budget. She said department directors needed to be a part of the analysis and they should plan to reduce their budgets by some percentage. Commissioner Russell agreed, while Commissioner Doherty said he was still trying to absorb the information and would meet individually with Ms. Knop to gain a better understanding of the situation. He did say that the Grant to Cities program should be up for discussion, which was agreeable to the other two Commissioners.

Ms. Knop asked for direction regarding the disbursement of appropriations to non-profits, such as the Neighborhood Center of South Morrow County and the Irrigon-Boardman Emergency Assistance Center. The direction from the Commissioners was not to give any organization a lump sum distribution but to instead give a monthly proportional amount. A Work Session was tentatively scheduled for September.

Equity Fund & Resiliency Dollars

Darrell Green, Administrator

Mr. Green said during the 2020-2021 Budget Committee meetings, \$500,000 was set aside to help small businesses adversely impacted by COVID-19. He asked how the Board wanted to disburse the funds and then offered several options for consideration.

Commissioner Russell said he preferred a combination of grants and loans. Discussion.

The Board agreed by consensus to form a subcommittee consisting of Mr. Green, Ms. Knop, Commissioner Doherty and Gregg Zody, Community Development Director.

Irrigon Building Update

Darrell Green, Administrator

- The green energy requirement was discussed. Mr. Green said the County will have the most energy efficient building possible.
- After a few “hiccups” were encountered, the team has been working to get back on schedule.
- The team continues to work to refine the budget and the Guaranteed Maximum Price (GMP) should be presented to the Board in mid-August.
- Groundbreaking anticipated toward the end of September.

Video Recording of BOC Meetings – Update

Darrell Green, Administrator

Mr. Green said he hoped to put the Zoom link on the website but learned the Zoom meeting needed to be on Youtube. He said he started that process but hasn't received the necessary information back by mail from Youtube.

Emergency Relief Fund for Arts & Culture – Cultural Trust Coalition

Chair Lindsay said the intent was to help reimburse events that were cancelled due to COVID-19, and each County's Cultural Coalition Committee would act as the conduit. She said she wanted to make sure there was active membership on the County's committee and would report back.

CREZ III Update – Taxing Districts Meeting

The Board briefly reviewed the information for the August 6th joint meeting with the Port of Morrow for the purpose of gathering input from the taxing districts located within the boundary of the proposed Columbia River Enterprise Zone III.

Hutchison Property Tax Litigation – Joint Legal Defense Approval

Richard Tovey, County Counsel

Mr. Tovey provided the following summary – A group filed a class action suit against all counties in Oregon alleging counties were unlawfully able to make a profit off selling foreclosed properties that exceed the amount of delinquent property taxes owed. He said county counsels have been meeting regularly and decided to retain an outside law firm to represent all counties since this was outside the scope of local county counsels. He reviewed the payment plan that has each county paying an equal amount up to \$10,000 and if more is needed, a percentage would be paid based on population. Mr. Tovey asked for approval to move forward.

After a brief discussion about where the funding would come from, it was decided to schedule this again on the August 5th agenda to allow time to research funding options.

Department Reports

The following written reports were reviewed:

- Road Department Monthly Report submitted by Eric Imes, Assistant Road Master
- Weed Department Quarter Report submitted by Dave Pranger, Weed Inspector
- Clerk's Quarterly Report submitted by Bobbi Childers
- Human Resources Quarterly Report submitted by Lindsay Grogan, HR Manager
- Surveyor's Quarterly Report submitted by Stephen Haddock

- Public Health Department Quarterly Report submitted by Diane Kilkenny, Interim Director

Update on Traffic Control Within Energy Project Areas

Matt Scrivner, Public Works Director

- Large component deliveries into the County slowed down due to trying to get things loaded at the Port of Morrow.
- Wheatridge deliveries – should see about six loads go through Lexington on Monday and possibly Tuesday.
- The remaining loads for Wheatridge for the rest of their sites were anticipated by the end of next week or the first few days of August.
- Orchard Wind Project will start deliveries in the County on August 17th, with completion to be August 28th. Mr. Scrivner discussed the routes for deliveries.
- Orchard Wind's traffic control plan was submitted on Friday and approved by the Oregon Department of Transportation yesterday and was then sent to ODOT oversize with County approval today. An Orchard Wind representative also attended this week's meeting.

Correspondence

- Regional Solutions Weekly Report for Wednesday, July 15, 2020
- Update on Stripe Rust in the Pacific Northwest by Xianming Chen, U.S. Department of Agriculture, Agricultural Research Service, Pullman, Washington
- Notice of Public Comment Period – Engineering Evaluation/Cost Analysis on Proposed B Plant Complex Removal Action, Hanford Site
- Land Use Board of Appeals Final Opinion and Order – 1000 Friends of Oregon vs. Morrow County and Port of Morrow. Mr. Tovey said the LUBA opinion laid out places they thought the applicant (Port of Morrow) was lacking but there was nothing the County needed to work on. Commissioner Russell said he contacted Ryan Neal, Port Executive Director, and he planned to talk to the client to see if they were still going forward. Commissioner Doherty said the applicant will have to drive this process. He said the County had challenges as this moved through the process and several issues were brought to light that need to be cleaned up.
- Governor's Executive Order No. 20-32: Determination of a State of Drought Emergency in Morrow and Wheeler Counties Due to Unusually Low Water Supplies and Hot, Dry Conditions

Commissioner Reports

Reports were provided by each Commissioner.

Signing of Documents

Adjourned: 12:25 p.m.

Morrow County Board of Commissioners Meeting Minutes
August 5, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Staff: Darrell J. Green, Lindsay Grogan, Kate Knop, Richard Tovey, Ken Matlack

Present Via Zoom

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty (from his office in the Bartholomew Building); Staff: SaBrina Bailey Cave, Mike Gorman, Gayle Gutierrez, Eric Imes, Diane Kilkenny, Roberta Lutcher, Sandi Pointer, Linda Skendzel, LeAnn Wright. Non-Staff: Robert Echenrode, Torrie Griggs, Leah Harris, Heppner Chamber of Commerce, Randy Jones, Erika Lasater, Karen Pettigrew, Kathy Street, Dave Sykes

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

City & Citizen Comments:

Greg Sweek, Enterprise Zone Manager, asked who will be taking minutes at tomorrow night's joint meeting with the Port of Morrow (discussion of proposed Columbia River Enterprise Zone III with taxing districts located within the proposed boundary). Chair Lindsay said she would coordinate that today.

Justin Hoeft referenced yesterday's article in the East Oregonian about what he called "a Commissioner talking down on the residents." He said he wanted to assure the Commissioners that the residents are listening and reading. He said he didn't agree with one particular comment and termed it as "hazing that's being done toward our residents," and the Commissioner "should probably make sure he understands what's going on before he continues to haze us. Thank you."

Commissioner Russell said the comments were directed at him. He then went on to discuss how a lengthy interview can result in one quote or soundbite that doesn't reflect the true nature of the conversation. He said it wasn't his intent to talk down on anybody but when he was asked who was to blame, he said we have to blame ourselves. He then listed some of the reasons he came to that conclusion. He said he was sorry if he offended anyone.

Donna Morrison said the Boardman marina had an influx of people from outside the community and it appeared to be "party central" on the weekends. She said she wasn't convinced that the people visiting the area were even aware of what the situation was for Morrow County as far as the Coronavirus. She questioned whether they were given any information when they checked in at the office about the County's phases, etc. She said visitors should go by the same rules as residents but it didn't appear that was happening. She said this was setting up the people working in the businesses in Boardman and sent a mixed message to the entire community. She said the locals have rallied and were doing a good job even though they were slow to wear face masks in the beginning.

Commissioner Doherty said he welcomed the input and encouraged Ms. Morrison to contact the municipality in charge.

Ms. Morrison said she already called the City of Boardman and was referred to someone else but didn't get a response. She said she would try again today.

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, July 30th - \$922,276.67; August 6th - \$356,264.18; July 29th - \$4,227.80; August 4th - \$24,429.26. Seven Payroll Payables: June 2nd - \$174,162.58; June 17th - \$189,612.04; June 24th - \$192,339.15; July 1st - \$167,774.50; July 15th - \$165,319.62; July 24th - \$10,908.49; July 28th - \$178,162.77*
2. *Minutes: May 20th, May 27th, June 1st, June 3rd*
3. *Department of Administrative Services, Amended and Restated Grant No. 1025, Coronavirus Aid, Relief and Economic Security (CARES) Act for Coronavirus Relief Funds for expenditures incurred due to COVID-19 from March 1, 2020 – December 30, 2020; effective when fully executed with a start date as of March 1, 2020, expiring on December 30, 2020; and authorize Commissioner Doherty to sign on behalf of the County.*
4. *Acknowledgement of ODS Community Health, Inc., Participating Provider Agreement; effective when fully executed by all parties for an initial term of one year and then automatically renews for consecutive one-year terms; signed by Administrator Darrell J. Green*
5. *Petition and Order No. OR-2020-7 to Cancel Personal Property Taxes as Described in Exhibit A*

Commissioner Doherty seconded. Unanimous approval.

Roll Call

Business Items

Purchase Pre-Authorization Request, Public Works, Bobcat V723

Eric Imes, Assistant Road Master

Mr. Imes outlined the benefits to many operational needs in the Department by replacing an aging forklift with the requested Telehandler. He said it was in the replacement plan for this budget cycle and he estimated it would last longer than 10 years (the Department has a 10-Year Replacement Plan).

Commissioner Doherty moved to approve the Purchase Pre-Authorization Request from Public Works – Road Department for a new 2020 Bobcat V723 Telehandler from Bobcat of Pasco in the amount of \$79,962.17. Commissioner Russell seconded. Unanimous approval.

Award Asphalt Bid & Sign Contract

Eric Imes, Assistant Road Master

Mr. Imes explained a request for quotes was issued and there were two respondents. He recommended Blue Line Transportation as the provider for emulsion asphalt. Brief discussion.

Commissioner Russell moved to approve Blue Line Transportation as this year's supplier for emulsion asphalt. Commissioner Doherty seconded. Discussion: Mr. Green asked if the contract was to be signed today. Chair Lindsay suggested that electronic signatures be approved or authorize Commissioner Doherty since he was on-site. Commissioner Russell said he wanted to add to the motion that Commissioner Doherty be authorized to sign on behalf of the County. Commissioner Doherty seconded. Vote on the amendment: Unanimous approval. Vote on original motion to award to Blue Line Transportation: Unanimous approval.

Eastern Oregon Counties Association Dues Invoice

Commissioner Doherty provided a brief summary of EOCA's past initiatives and dues history. He said the group developed new bylaws and has grown to include 14 counties east of the Cascade Mountain Range that face similar challenges. Brief discussion.

Commissioner Russell moved to authorize the payment of membership to EOCA for \$2,500. Commissioner Doherty seconded. Discussion: Chair Lindsay asked about the items described as "optional" to pay. Commissioner Doherty said his recollection was the County already put something toward the Eastern Oregon Economic Summit, which was now going to be held virtually, but he would follow up on the summit itself. Finance Director Kate Knop verified the County paid \$2,500 last spring for the Economic Summit. Unanimous approval.

Internet Task Force Update

Chair Lindsay said everyone invited to last week's Task Force meeting attended and a great deal of time was devoted to building the foundation for the next phases to action. Schools became the first focus to find a way to service every student. She said a smaller group of Task Force members will meet this week to focus on short-term goals, and then again the following week to discuss long-term goals. Discussion.

Commissioner Russell said he wanted to make sure people knew he had a financial interest in one of the companies at the Task Force and would not be weighing in much on this in order to protect his conflict of interest. He said Windwave was happy to have a representative attend and help but he needed to be cautious.

Emergency Management Internship

Darrell Green, Administrator

Sheriff Ken Matlack

Mr. Green said he became aware of the SkillBridge program through Kalie Davis, Port of Morrow Workforce Training Coordinator. SkillBridge is a Department of Defense program for military members nearing the end of their military duty and matches them with civilian job training and work experience opportunities. He then discussed the resume of Elizabeth Shultz and said she would like to use this program to intern (unpaid) in Emergency Management with the County. A brief discussion took place and the Commissioners agreed by consensus to move forward with the internship.

Hutchison Property Tax Litigation – Joint Legal Defense Approval

Richard Tovey, County Counsel

Mr. Tovey said this was a follow-up to the July 22nd discussion - excerpt from those minutes:

“Mr. Tovey provided the following summary – A group filed a class action suit against all counties in Oregon alleging counties were unlawfully able to make a profit off selling foreclosed properties that exceed the amount of delinquent property taxes owed. He said county counsels have been meeting regularly and decided to retain an outside law firm to represent all counties since this was outside the scope of local county counsels. He reviewed the payment plan that has each county paying an equal amount up to \$10,000 and if more is needed, a percentage would be paid based on population. Mr. Tovey asked for approval to move forward.

After a brief discussion about where the funding would come from, it was decided to schedule this again on the August 5th agenda to allow time to research funding options.”

Mr. Tovey said Finance Director Kate Knop informed him a line item (personal services) was available for situations such as this.

Commissioner Doherty moved to approve the joint legal defense for the Hutchison litigation, up to \$10,000 if attorney fees exceed \$360,000 and review further, if needed. Commissioner Russell seconded. Unanimous approval.

Oregon Department of Agriculture Presentation on the Proposed Permit and Process for Easterday Farms Dairy LLC Confined Animal Feeding Operation (CAFO)

Wym Matthews, ODA, CAFO Manager and Fertilizer Program (via Zoom)

Mr. Matthews provided an update on the CAFO permit application from Easterday Farms Dairy LLC, the new owners of the former Lost Valley Dairy. He outlined Easterday’s plans for both the dairy operations and the farming operations on the 7,000-acre property. Mr. Matthews listed the agencies involved in the process – ODA, Department of Environmental Quality, Oregon Water Resources Department and Oregon Health Authority (OHA). There will eventually be a 35-day public hearing and comment period, but the dates have not yet been established, he said. Multiple topics were covered as Commissioners and staff asked questions of Mr. Matthews. At the conclusion of his presentation, he was asked how the County can obtain information about permits in general, including reporting data on the monitoring wells, for instance. Mr. Matthews said those things were available through a State public records request but he would work with the County on a request that could provide the information on any facility within the County’s jurisdiction.

Break: 10:47-10:56 a.m.

Irrigon Building Update

Darrell Green, Administrator

Mya Paluch, CIDA, (via Zoom)

Ms. Paluch, as a representative of the architecture and engineering design firm CIDA, displayed the proposed exterior design of the building and said it was driven by community standards, set-back requirements and by the solar panels that will be on the roof. The budget will be reviewed for efficiencies to bring costs down and for constructability, she said. Ms. Paluch also reviewed

a material board, or sample of products for the building exterior. Brief question and answer period.

Morrow County Government Command Center Update

- Mr. Green commended staff in the Public Health Department (Diane Kilkenny, Shelley Wight and Ian Murray) for responding quickly to contact everyone in a timely manner after an outbreak in south County.
- Mr. Green said at this week's meeting, the Command Team discussed a variety of resources that could be used to get the best information out to the public without pulling Public Health Department employees away from their other responsibilities. The priorities and roles of the Command Team were also discussed, as was the possible impact to County employees as we move back to Phase I.

Acknowledgement of Retirement of Public Health Department Employee, Shelley Wight

- Chair Lindsay took the opportunity to publicly thank Shelley Wight, Communicable Disease & Emergency Preparedness Coordinator, whose last day will be Friday. Chair Lindsay said during this pandemic, Ms. Wight worked 24/7 and she wished her the very best going forward.
- Interim Public Health Director, Diane Kilkenny, also expressed her thanks to Ms. Wight for her dedicated service to Public Health, and she meant that from every community resident and the region. She said it had been an honor to serve with her and she would be hard to move on from. She wished her the best and thanked her for serving Morrow County residents.

Command Center Update, continued

- The Commissioners tentatively scheduled a Work Session for August 12th to discuss the potential impact to employees in moving back to Phase I.

Department Reports – Written

The following written reports were reviewed:

- Sheriff's Office Monthly Report submitted by Administrative Lieutenant Melissa Ross
- Assessment & Tax Quarterly Report submitted by Mike Gorman, Assessor/Tax Collector
- Treasurer's Monthly Report submitted by Gayle Gutierrez
- Finance Department Quarterly Report submitted by Kate Knop, Finance Director

Correspondence

- U.S. District Court for the District of Oregon, Opinion & Order, Michael R. McCarter, President of Move Oregon's Border, Plaintiff, vs. Kate Brown, Governor of Oregon, et al., Defendants
- OHA Ready Schools, Safe Learners: Community COVID-19 Metrics
- Letter from the Association of Oregon Counties to the Administrator of the Oregon Occupational Safety and Health Administration, Michael Wood, about OSHA's rulemaking for agricultural and food processing workers implemented in response to COVID-19.
- Notice of Intent to Award State of Oregon COVID-19 Emergency Business Assistance Grant Fund to Morrow County

- Update on the Matlock Fire from the Northeast Oregon Interagency Type 3 Incident Management Team

Commissioner Reports

Each Commissioner provided a report of activity.

The Commissioners and County Counsel Richard Tovey discussed virtual-only BOC meetings and whether or not they should go that direction. Chair Lindsay said she would bring forward more detailed information for a decision.

Signing of Documents

Discussion took place on how to sign documents since the Commissioners were not physically present in the same location.

Commissioner Russell moved to allow Commissioner Doherty to be the single signer for the County on all things requiring signature today since the Commissioners attended virtually. Commissioner Doherty seconded. Unanimous approval.

Adjourned: 12:40 p.m.



MORROW COUNTY SHERIFF

325 Willow View Drive -:- P.O. Box 159
Heppner, Oregon 97836
Phone: (541) 676-5317
Fax: (541) 676-5577

Kenneth W. Matlack, Sheriff
John A. Bowles, Undersheriff

July 29, 2020

Roberta Lutcher
For Morrow County BOC

RE: Oregon Liquor Control Commission (OLCC) Renewal Notification for liquor licenses.

OLCC has requested information from the Morrow County Sheriff's Office (MCSO) regarding liquor license renewals in Morrow County. Specifically, for Love's Travel Stop and Willow Run Golf Course, both businesses are outside of the Boardman city limits.

OLCC has instructed MCSO that if we recommend, or have no objections to renewal to do nothing, and they will process the application as a favorable recommendation.

Sheriff Matlack has reviewed activity at both of these locations for the last year and does not have any concerns with the businesses or applicants renewing their liquor licenses.

Melissa

Melissa A. Ross
Administrative Lieutenant

Morrow County
MORROW COUNTY
PO Box 788
Heppner, OR 97836

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2020**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

\$0.00 Renewal Fee for ON-PREMISES \$0.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.
PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT

HOW TO MAKE A RECOMMENDATION

You have until 9/10/2020 to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **9/10/2020**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to OLCC.Renewals@oregon.gov or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

obtrusive or excessive noise, music or sound vibrations
public drunkenness
fights or altercations
harassment
unlawful drug sales
alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

lack of parking
increase in traffic
too many licenses in a specific area (saturation)
entertainment type - nude dancing, gambling, live bands, etc.
increased noise
zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

<u>License No./ Premises No.</u>	<u>Tradename/Licensee/License Type</u>	<u>Premises Address & Phone</u>	<u>Premises Mailing Address</u>
Lic. 298994 Prem. 55714	LOVE'S TRAVEL STOP #650 LOVE'S TRAVEL STOPS & COUNTRY S O - OFF-PREMISES SALES	78665 TOWER RD BOARDMAN, OR 97818	PO BOX 26210 OKLAHOMA CITY, OK 73126
Lic. 299136 Prem. 39092	WILLOW RUN GOLF COURSE KENNA J. PUNCHES L - LIMITED ON-PREMISES SALES	78873 TOMS CAMP RD BOARDMAN, OR 97818 541-481-4381	

Count for MORROW COUNTY

2

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

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

The U.S. Fish & Wildlife Service approved Oregon's 2020 Federal Prevention Grant of \$130,000, which was released to be awarded to counties. ODA requested to duplicate the same amount that counties received earlier this year for prevention. This means an additional \$8,000 for prevention funds for Morrow County as the original award was \$8,650 (\$650 for Admin).

2. FISCAL IMPACT:

No Admin fee associated with the additional award.

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

Move to approve Amendment 1 to ODA Wolf Compensation & Financial Assistance 2020 Grant Agreement #ODA-4219-GR in the amount of \$8,000 and authorize Commissioner Doherty to sign on behalf of the County.

Attach additional background documentation as needed.

Roberta Lutcher

From: Jason M Barber <jbarber@oda.state.or.us>
Sent: Thursday, August 20, 2020 9:37 AM
To: Roberta Lutcher
Cc: AG Contact-- Jason Barber
Subject: 2020 ODA Wolf Grant Prevention Payment
Attachments: Amended Wolf Grant Agreement-Morrow.doc

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

Dear Roberta,

Please find attached the one page amendment to allow payment of the additional \$8,000 prevention award payment to Morrow County.

Please review, scan and email back to me and I can get it signed on our end and will then be able to process the award payment.

Thank you!

Jason M. Barber
Program Area Director
Internal Services and Consumer Protection Oregon Department of Agriculture
503-986-4767
jbarber@oda.state.or.us

Roberta Lutcher

From: Jason M Barber <jbarber@oda.state.or.us>
Sent: Wednesday, August 12, 2020 2:55 PM
To: Roberta Lutcher
Subject: Re: \$130,000 Federal Prevention Grant Released - DEADLINE FRIDAY

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

Thank you Roberta!

Jason M. Barber
Program Area Director
Internal Services and Consumer Protection
Oregon Department of Agriculture
503-986-4767
jbarber@oda.state.or.us

On Aug 12, 2020, at 2:44 PM, Roberta Lutcher <rlutcher@co.morrow.or.us> wrote:

Jason,
Please see the response below from Commissioner Jim Doherty, the Board's representative on the Morrow County Wolf Depredation Advisory Committee.

Roberta Lutcher
Executive Assistant
Morrow County Administration & Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us
<image001.jpg>

From: Jim Doherty
Sent: Wednesday, August 12, 2020 2:32 PM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>; Morrow Co Parks Fire <pwparksfire@co.morrow.or.us>
Subject: RE: \$130,000 Federal Prevention Grant Released - DEADLINE FRIDAY

Roberta,

I will make an executive decision that we allow the ask to double our previous attempt. It can then be addressed at the next meeting. In addition I am adding some pictures of Morrow County stock being attacked!

Thanks
Jim

Roberta Lutcher

From: Morrow Co Parks Fire
Sent: Wednesday, August 12, 2020 7:56 PM
To: Roberta Lutcher
Subject: Re: \$130,000 Federal Prevention Grant Released - DEADLINE FRIDAY

Yes apply for the extra funds. From riding in the area of the 5 mile pack every weekend we will need them. Also the Heppner pack has been active. Dean

Sent from my iPad

On Aug 12, 2020, at 2:26 PM, Roberta Lutcher <rlutcher@co.morrow.or.us> wrote:

Commissioner Doherty and Chair Robinson,
We'll need to coordinate a response back by THIS FRIDAY. Please advise.

Roberta Lutcher
Executive Assistant
Morrow County Administration & Board of Commissioners
541-676-5613 (5303)
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: rlutcher@co.morrow.or.us
<image001.jpg>

Dear 2020 ODA Wolf Grant Recipients/Partners,

I received confirmation today from USFWS that Oregon's 2020 Federal Prevention Grant for \$130,000 has been released and can now be awarded. I have a call into ODFW to make sure we can still use \$44,000 of in-kind salary match for Oregon to be able to match the federal grant dollar-for-dollar, which is a requirement (\$86,000 of general funds dollars already paid out for prevention plus \$44,000 ODFW in-kind match will equal \$130,000.)

Once I hear back from ODFW, I will start issuing checks and will plan on awarding a duplicate amount of what counties received earlier this year for prevention, thus doubling the prevention amount totals for the year. This will leave me with an additional \$44,000 to use for those counties that were identified this spring as being a higher priority for wolf depredation.

I would like to ask that each county review the table below and address the following questions:

1. Are you ok with me duplicating your county's prevention payment with these federal funds (i.e., Wheeler would get an additional payment of \$4,000 for a grand total of \$8000 of prevention for 2020.) Please remember that these funds would need to be used by 1/31/2021. If you're not ok, please let me know.
2. If your wolf depredation circumstances have changes for the worse since March/April of 2020, please explain what has transpired and what your financial need might be above and beyond the duplicate payment that will be going out. (i.e., some ranchers in Wallowa County are getting hit hard right now and they are out of prevention funds for range riding.)

I hope this makes sense to everyone? If not, feel free to call or email me.

Please let me know your answers to questions 1 and 2 above no later than this Friday, 8/14/20. This will allow me to start issuing checks as fast as possible.

Thank you!

Jason M. Barber
Program Area Director
Internal Services and Consumer Protection
Oregon Department of Agriculture
503-986-4767
jbarber@oda.state.or.us

2020 Grant Awards

County	Direct Comp.	Missing	Prevention	Admin	Totals
Malheur				\$225	\$225
Umatilla		\$8,620	\$10,000	\$650	\$19,270
Wheeler			\$4,000	\$100	\$4,100
Grant			\$5,000	\$500	\$5,500
Union	\$1,330		\$8,000		\$9,330
Klamath	\$876		\$5,000		\$5,876
Jackson	\$6,000		\$10,000		\$16,000
Morrow			\$8,000	\$650	\$8,650
Lake			\$1,000		\$1,000
Wallowa		\$11,570	\$12,000	\$650	\$24,220
Douglas			\$8,000	\$650	\$8,650
Baker	\$2,213		\$15,000	\$495	\$17,708
Totals	\$10,419	\$20,190	\$86,000	\$3,920	\$120,529

**AMENDMENT to
STATE OF OREGON
GRANT AGREEMENT**

This is Amendment number 1 to State of Oregon Grant Agreement number ODA-4219-GR between the State of Oregon, acting by and through its Department of Agriculture, hereinafter referred to as "Agency" and

Morrow County
P.O. Box 788
Heppner, OR 97836

hereafter referred to as "GRANTEE" or "RECIPIENT".

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by the Oregon Department of Justice.
2. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

Section 2: Grant Award

The Department shall disburse to Grantee an additional \$8,000.00 to be used for category #2, financial assistance for implementing methods that limit wolf-livestock interaction. This \$8,000.00 grant payment is in addition to the original total grant payment of \$8,650.00 as shown in table 2.01 of the original grant document dated May 6, 2020, by the Department. This amendment #1 payment of \$8,000.00 will bring the overall total paid to **Morrow County** for 2020 to \$16,650.00

3. Except as expressly amended above, all other terms and conditions of the original contract and any previous amendments are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

4. SIGNATURES

Approved by Grantee:

Authorized Signature	Title	Date
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Approved by Agency:

Lauren Henderson	Assistant Director	Date
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OREGON DEPARTMENT OF AGRICULTURE
WOLF COMPENSATION AND FINANCIAL ASSISTANCE
2020 GRANT AGREEMENT – GRANT #: ODA-4219-GR



BETWEEN: State of Oregon, acting by and through its Oregon Department of Agriculture

AND: Grantee: Morrow County
Grantee Address: P.O. Box 788
Heppner, OR 97836

DATE: Date of Agreement: April 3, 2020

SECTION 1
LEGAL BASIS OF AWARD; TERM OF AGREEMENT

Section 1.01. Pursuant to ORS 610.150 to ORS 610.155 (the “Act”), the Department of Agriculture (the “Department”) shall establish and implement a wolf depredation compensation and financial assistance grant program and award grants in accordance with the Act and rules adopted by the Department in OAR chapter 603, Division 019 (the “Rules”) pursuant to ORS 610.150(4).

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed by every party and when required, approved by the Department of Justice. The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **January 31, 2021** (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date. Agreement termination shall not extinguish or prejudice the Department’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 2
GRANT AWARD

Section 2.01. Grant. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than **April 3, 2020**, a maximum of **\$8,650.00** (Grant money) to be awarded to Grantee for the purposes and amounts as set forth in the Budget found in Table 2.01. The purposes for the grant shall be for one or more of following numbered “Award Types”:

- 1) Compensation for injury or death of livestock or working dogs resulting from wolf depredation;
- 2) Financial assistance for implementing methods that limit wolf-livestock interaction (livestock management techniques or nonlethal wolf deterrence techniques);
- 3) Reimbursement for qualified expenses incurred by the county for implementing the county program, as provided in OAR 603-019-0001(5), OAR 603-019-0005(c) and OAR 603-019-0015(2)(g); and
- 4) Compensation for missing livestock or working dogs resulting from wolf depredation.

All disbursements (“Awards”) that the Grantee makes to persons or organizations (“Award Recipients”) for Award Types 1, 2, and 4 must be detailed in reports as required by Section 5.01. Awards to owners and managers for Award Types 1 and 4 are compensation for injury, death, or missing livestock or working dogs that occurred from February 27, 2019 through February 24, 2020, and that were documented in the grantee’s grant application. Grantee will report to the Department all grant moneys actually spent and allocated annually as required by Section 3.03.

Table 2.01 BUDGET

AWARD TYPE	BUDGET AMOUNT
#1	\$0
#2	\$8,000.00 - Prevention
#3	\$650.00 – County Admin.
#4	\$0

Section 2.02. Conditions Precedent to Disbursement. Disbursement of Grant moneys to Grantee pursuant to Section 2.01 is subject to satisfaction of each of the following conditions precedent:

- a) The Wolf Management Compensation and Proactive Trust Fund (Trust Fund) managed by the Department and established in compliance with the Act and Rules contains sufficient funds and the Department has received sufficient expenditure authorizations to allow the Department, in the exercise of its reasonable administrative discretion, to make the disbursement;
- b) The county maintains a County Advisory Committee (“CAC”) described in ORS 610.150(2) and the committee meets the requirements of OAR 603-019-0015(2);
- c) The county is in compliance with the Act and Rules, including without limitation:
 - i. In accordance with OAR 603-019-0015, the CAC has established compensation rates for injured, dead and missing animals that are qualified for compensation; livestock or working dog owners applying to Grantees to receive Type 1 or Type 4 Awards meet the specified conditions for compensation; and the county program distributes funds, to the extent possible, in an equal and balanced manner between payments to compensate for death, injury or for missing animals and payments to implement livestock management techniques or nonlethal wolf deterrence techniques, with a minimum of 30% of the county’s Grant funds distributed for livestock management techniques (including non-lethal methods) that limit wolf-livestock interaction.
 - ii. County has submitted, or will submit, an itemized record of expenses for which it is claiming compensation for no more than 90 percent of the expenses associated with implementing the county program for the wolf depredation and financial assistance grant program, as described in OAR 603-019-0010(2)(g), and county provides a matching, money contribution of at least 10% of the total expenses, described in 603-019-0015(2)(g), incurred for implementing the county program;
- d) None of the conditions established by the Act that would limit expenditures exist;
- e) No default as described in Section 6.03 has occurred and is continuing; and

- f) Grantee's representations and warranties set forth in Section 4 are true and correct when made and effective, and shall be true and correct on the date of disbursement with the same effect as though made on and as of such date.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grant moneys may be used solely for the purposes described in this Agreement.

Section 3.02. Ineligible Uses of Grant. Grantee may not obligate or expend any Grant moneys in excess of the amounts set forth in Table 2.01. Budget changes must be approved by the Department.

Section 3.03. Report of Moneys Spent and Allocated; Return of Unspent Moneys. Grantee shall report to the Department by **December 31, 2020** all grant moneys spent and all moneys allocated to be spent by the **January 31, 2021** termination date. Any unspent and unallocated moneys must be returned to the Department as provided by Section 3.04.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys 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 Termination Date ("Unexpended Funds") must be returned to Department. If Grantee fails to return the amount of any Unexpended Funds within fifteen (15) days after the date Department demands return of those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the count, the Department will provide a 30-day advance notice to the county.

Section 3.05. Equipment. Department shall have no right, title or interest in any equipment purchased using Grant moneys.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Department that:(1) Grantee is a county government duly organized and validly existing under the laws of Oregon; and (2) Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Grantee represents and warrants that the making and performance by Grantee of this Agreement (a) has been duly authorized by all necessary action of Grantee; (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected; and (c) this Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms

**SECTION 5
GRANTEE'S AGREEMENTS**

Section 5.01. Reports.

- (a) Annual Report. For each Award Recipient receiving Type 1 or Type 4 compensation listed in Table 2.01, Grantee shall provide Department a written report (requirements listed below) describing detailed claim, expenditure and price determination information related to awarded Grant moneys. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement. This report may be submitted with the Grantee's grant application, but the Department retains the right to request clarifying or additional information before grant disbursement. For each Award Recipient receiving Type 2 grant funds, Grantee shall provide Department a written report as described below.
- i. Please respond to the following requests in your report:
 1. Please explain the procedures established by your County Advisory Committee (CAC) requiring livestock owners to provide evidence of loss or injury to livestock or working dogs due to wolf depredation in order to be considered for compensation. What types of evidence and documentation did you require?
 2. Please explain the procedures established by your CAC requiring livestock owners to provide cost estimates or receipts of livestock management techniques and/or non-lethal wolf deterrence techniques to be considered for financial assistance. What type of follow-up has been or will be done to assure these techniques were implemented after financial assistance Awards were made?
 3. Please describe the procedures that your CAC used in order to establish compensation for missing livestock attributable to wolf depredation. (Please note that compensation for missing livestock may only be granted for missing animals that were located within an area of known wolf activity.) What procedures were in place and what types of documentation was required in order to rule out other possible causes for the animals being missing?
 4. Please describe how your CAC established compensation rates for death or injury to livestock or working dogs, attributable to wolf depredation, based on fair market value.
 5. Please describe how your CAC established compensation rates for missing livestock or working dogs attributable to wolf depredation.
 6. Please describe your county's plan for distributing grant funds in an equal and balanced manner between payments to compensate for death or injury to livestock or working dogs attributed to wolf depredation, and payments to implement livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock, with a minimum of 30% of a county's grant funds, as distributed by the Department, distributed for livestock management techniques or nonlethal wolf deterrence techniques.

7. Please describe what techniques/procedures were used by your CAC to make a determination that a livestock owner seeking compensation for dead, injured or missing livestock or working dogs attributable to wolf depredation, did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities.
 8. In order for livestock owners to receive compensation funds for death or injury to livestock or working dogs or for missing livestock in an area of known wolf activity, the owner or manager must demonstrate implementation of best management practices to deter wolves, including non-lethal methods when practicable. Please describe the established process/procedure, tools and techniques that your CAC used to make this determination.
- ii. For each Award made to owners or managers for compensation for death or injury of livestock or working dogs due to wolf depredation, counties must determine that the owner or manager has not already been compensated by other means and must supply the following information in a report to the Department:
1. A copy of the Oregon Department of Fish and Wildlife ("ODF&W") Wolf Depredation Summary Finding Form;
 2. Animal type;
 3. Whether animal was insured;
 4. Number of animals included in claim
 5. Average value of animal(s); and
 6. List wolf deterrence methods used by owner or manager before depredation occurred (this is required if depredation occurred in area of known wolf activity as found by ODF&W).
- iii. For Awards made to owners or managers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the owner or manager has not already been compensated by other means and must supply the following information in a report to the Department:
1. Owner or manager name;
 2. Date range unconfirmed depredation occurred resulting in missing animal(s);
 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity);
 4. Animal type;
 5. Whether animal was insured;
 6. Number of animals included in this claim
 7. Average value of animal; and
 8. List wolf deterrence methods used by owner or manager before depredation occurred.
- iv. For Awards to persons or organizations to implement livestock management techniques or nonlethal wolf deterrence techniques (Type 2 Awards), counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before Awards are given. Counties must supply the

following information in a report to the Department:

1. Award Recipient name;
2. Brief description of management or nonlethal deterrence technique;
3. Date and location implemented;
4. Cost of management or nonlethal deterrence technique; and
5. Source of cost/price estimate.

(b) Periodic Oral Reports. Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the then current status of Awards.

Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds, including livestock owner or manager compensation. Grantee shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Grantee that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon 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 Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws. This Section shall survive expiration or termination of this Agreement.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge, copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Termination by Department. The Department may terminate this Agreement for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. In the event that Department terminates this Agreement pursuant to this Section 6.01(a), Grantee shall, as of the effective date of termination, cease activities and distribution of Awards, and shall submit to Department an invoice detailing Grantee's expenditures as of the date of termination that are funded with Grant moneys. All amounts

unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

Section 6.02. Termination by Grantee: Grantee may terminate this Agreement upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if, because of events wholly out of the control of the Grantee, Grantee is unable to discharge any of its covenants, agreements or obligations under this Agreement. In the event of termination pursuant to Section 6.02(i), Grantee shall return all Grant moneys attributable to the terminated Award previously disbursed by Department to Grantee under this Agreement. In the event of termination pursuant to Section 6.02(ii), Grantee shall return to Department all unexpended Grant moneys attributable to the terminated Award previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement if (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Awards funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; (c) if Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.

SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department or any other agency or department of the State of Oregon, or both, 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 for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a

Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Grantee by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

This Section shall survive expiration or termination of this Agreement.

Section 7.08. Indemnification by Subcontractors. Grantee shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding

that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11. No Third Party Beneficiaries. Department 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Section 7.13 Subcontracts. Grantee shall not enter into any subcontracts for any part of the program supported by this Agreement without the Department's prior written consent. In addition to any other provisions the Department may require, Grantee shall include in any permitted subcontract under this Agreement provisions to ensure that the Department will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Grantee.

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

GRANTEE COUNTY: MORROW COUNTY

AUTHORIZED REPRESENTATIVE: Jim Doherty, County Commissioner

Signature		Date	May 6, 2020		
Print Name	Jim Doherty	Title	Commissioner		

State of Oregon, Acting by and through its Oregon Department of Agriculture

Signature		Date	5/6/2020		
Print Name	Lauren Henderson	Title	Assistant Director		
Address	635 Capitol St. NE				
City	Salem	State	Oregon	Zip	97301
Phone	(503) 986-4552	FAX	(503) 986-4750		

County: Morrow
Grant #: ODA-4219-GR
Total Paid: \$8,650.00

2020 ODA Wolf Grant Payment

Award Type	PCA 52008 (GF)	PCA 29007 F19AP00713 (Fed-Comp)	PCA 35018 HB 3560 (OF)	Totals
Death/Inj.	\$0			\$0
Prevention	\$8,000			\$8,000
Missing	\$0			\$0
Admin.	\$650			\$650
Totals	\$8,650.00			\$8,650.00

APPROVED Jason Berlin
DATE 5-13-20
AMOUNT \$8,650.00

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

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

This Service Agreement benefits both agencies and most of all the client/rider who needs the transportation. Gobhi transportation services has had to travel from Wasco County to pick up Morrow County clients to transport to medical services, which is not cost effective for their program. This partnership will aid in the reduced fragmentation of transportation services in our region.

Morrow County Legal Counsel - Justin Nelson drafted and reviewed the Service Agreement.

2. FISCAL IMPACT:

Revenue to Bus Receipts 216-320-3-40-4139

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

Motion to sign The Loop and Greater Oregon Behavioral Health, Inc. Service Agreement.

Attach additional background documentation as needed.

The Loop and Greater Oregon Behavioral Health, Inc. Service Agreement

Section I Parties

This agreement is made by and between **Morrow County**, a political subdivision of the State of Oregon, hereafter referred to as "County", and **Greater Oregon Behavioral Health, Inc.**, hereafter referred to as "GOBHI".

Section II Considerations

1. It is hereby agreed by and between the above named parties that as consideration for performance by County of services in accordance with the terms and conditions specified below, that GOBHI will pay to the County the sum of \$50.00 per trip used with The Loop. County will submit monthly billings to GOBHI based upon trips used.
2. The \$50.00 per trip compensation will apply for GOBHI-Medicaid authorized passenger. GOBHI shall supply County with updated list of authorized passengers, and shall update that list as necessary through the duration of this agreement.

Section III Term

1. This agreement shall be effective from the date of signing by all parties, and shall expire on June 30, 2023.

Section IV Terms and Conditions

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

1. GOBHI shall compensate County \$50.00 for each use of The Loop by a GOBHI-Medicaid authorized passenger.
2. The Loop will provide the GOBHI passenger with transportation services as allowed and authorized by The Loop policy and procedures.
3. GOBHI passengers will not be granted priority for reservations or use of The Loop compared to other county passengers on The Loop. Reservation and trip priority will continue to be the same for all passengers on The Loop.

Section V Labor Standards

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

Section VI Waiver

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

Section VII Indemnification

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

Section VIII Dispute Resolution

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

Section IX Governing Law

1. The provisions of this agreement shall be governed by the laws of the state of Oregon.
2. County and GOBHI agree to comply with all federal, state, and local laws in the performance of this agreement.

Section X Assignment

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

Section XI Modification


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

Section XII Termination

1. Either party shall have the right to terminate this contract with or without cause upon 30 days notice in writing to the other party. If GOBHI terminates the agreement, GOBHI shall be required to repay to County the amount owed for unpaid trips within 30 days.

GOBHI

Dated this 19th day of August 2020.



Representative
Greater Oregon Behavior Health, Inc.

MORROW COUNTY

Dated this _____ day of _____ 2020.

Melissa Lindsay
Morrow Co. Commissioner, Chair

Don Russell
Morrow Co. Commissioner

Jim Doherty
Morrow Co. Commissioner

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

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

July, Public Works had sent out a call for Hazardous Tree removal service in the event of storm damage and overgrown trees in the right of way of County roads and Properties. Bids were due on July 16, 2020. Only one proposal came in at that time. With the expertise and the equipment it seems to be a good fit for our needs at this time.

Boyd's Tree Service is a capable proposal. This one year contract would be given a one (1) year extension for a maximum of two (2) years, at the discretion of the County.

2. FISCAL IMPACT:

Expenditures will come out of the Contract Services line 202.220.5.20.3440

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

Motion to award and Sign the contract for Tree Removal services between Morrow County and Boyd's Tree Service.

Attach additional background documentation as needed.

1
2 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
3

4 **This Contract** is between **Morrow** County, a political subdivision of the State of Oregon, hereafter called
5 **County**, and **BOYD'S TREE SERVICE** hereafter called **Contractor**. County's Contract Administrator for
6 this contract is Matt Scrivner, Public Works Director.
7

8 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed
9 by every party hereto. Unless earlier terminated or extended, this Contract shall expire one (1) year from
10 execution of this agreement. The contract may be given a one (1) year extension for a maximum of two (2)
11 years, at the discretion of the County. Expiration shall not extinguish or prejudice County's right to enforce
12 this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor
13 performance that has not been cured.
14

15 **2. Statement of Work.** This contract is for tree removal services. Those services may include but are not
16 limited to: trimming, falling, loading, chipping, traffic control, customer service with property owners,
17 removing and disposing of hazard trees, snags, and resultant debris on or near the county road right-of-way,
18 occasional stump grinding, and Contractor may also be required to provide written evaluation and
19 recommendations for selected trees. The statement of work (the "Work") including the delivery schedule for
20 the Work will be agreed upon on a project by project basis. Contractor agrees to adhere to all State and
21 Federal rules, regulations, and laws pertaining to any particular project, including, but not limited to, BOLI.
22 Contractor further agrees to perform the Work in accordance with the terms and conditions of this Contract.
23

24 **3. Consideration**

25 a. County agrees to pay Contractor the hourly rates as set forth in Contractor's Fee Schedule, of \$292.66 per
26 hour for accomplishing the Work required by the various Scopes of Work generated under this Contract.
27 The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be determined
28 on a project by project basis and included in the Scopes of Work to be developed on a project by project
29 basis. Contractor and County agree a written Scope of Work will be approved and signed by County and
30 Contractor prior to start of each project for work required under this Contract.
31

32 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached Exhibits
33 are hereby incorporated by reference.
34

35 **5. Independent Contractor; Responsibility for Taxes and Withholding**

36 a. Contractor shall perform required Work as an independent contractor. Although County reserves the right
37 (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the
38 quality of the completed performance, County cannot and will not control the means or manner of
39 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of
40 performing the Work.

41 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,
42 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under
43 this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or
44 regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities
45 under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used
46 in ORS 30.265.

47 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid
48 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not
49 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax
50 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'
51 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a
52 self-employed individual.
53

54 **6. Subcontracts and Assignment; Successors and Assigns.**

55 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or
56 transfer any of its interest in this Contract, without County's prior written consent. In addition to any other
57 provisions County may require, Contractor shall include in any permitted subcontract under this Contract a
58 requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the
59 subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any
60 of its duties or obligations under this Contract.

61 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto,
62 and their respective successors and assigns, if any.
63

64 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only
65 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to

66 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third
67 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms
68 of this Contract.
69

70 **8. Funds Available and Authorized**

71 **a.** Contractor shall not be compensated for work performed under this contract by any other County or
72 department of the State of Oregon. County has sufficient funds currently available and authorized for
73 expenditure to finance the costs of this Contract.

74 **b.** County will only pay for completed work that is accepted by County.
75

76 **9. Representations and Warranties**

77 **a. Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1)
78 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when
79 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with
80 its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in
81 accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of
82 this Contract, be qualified, professionally competent, and duly license to perform the Work.

83 **b. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any
84 other warranties provided.
85

86 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work
87 Product") are the exclusive property of County. County and Contractor intend that such Work Product be
88 deemed "works made for hire" of which **County** shall be deemed the author. If for any reason the Work Product
89 is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in
90 and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any
91 other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and
92 instruments as County may reasonably request in order to fully vest such right in County. Contractor forever
93 waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of
94 approval, restriction or limitation on use or subsequent modifications.
95

96 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,
97 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses
98 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,
99 employees, subcontractors, or agents under this Contract.
100

101 **12. Insurance.** Contractor shall provide insurance as required by State law and provide proof of said insurance
102 to the Morrow County Public Works Department on an annual basis.
103

104 **13. Termination.**

105 **a. Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual
106 written consent of the parties.

107 **b. County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract,
108 in whole or in part, upon thirty (30) days notice to Contractor.

109 **c. Parties Right to Terminate due to uncured Breach.** This Contract may be terminated at any time by
110 either party should a material breach by the other party remain uncured thirty (30) days after submission of
111 written notice being provided of the breach thereof, or a shorter period of time as may be specified within this
112 Contract or within the applicable Schedule provided to the Contractor by the County.
113

114 **d. Remedies**

115 In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum
116 designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County,
117 less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to
118 Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County
upon demand.

119 **e. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract,
120 Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise
121 in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all
122 documents, information, works-in-progress and other property that are or would be deliverables had the Contract
123 been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents,
124 research or objects or other tangible things needed to complete the Work.
125

126 **14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO
127 SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,
128 CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES
129 OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN
130 ACCORDANCE WITH ITS TERMS.

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15. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (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. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. Force Majeure. Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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

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

24. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

25. Governing Law, Venue, Consent to Jurisdiction. This Contract 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 County (and/or any other County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and

196 exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim
197 must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United
198 States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT,
199 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
200

201 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the
202 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified
203 herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind
204 either party unless in writing and signed by both parties and all necessary State approvals have been obtained.
205 Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for
206 the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute
207 a waiver by County of that or any other provision.
208

209 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**
210 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND**
211 **BY ITS TERMS AND CONDITIONS.**
212

213
214 **CONTRACTOR**
215 **BOYD'S TREE SERVICE**
216

217 By: _____ Title: _____ Date: _____
218

219 Facsimile number: _____ Phone number: _____
220

221 Address: _____
222

223
224 **COUNTY**
225 **MORROW COUNTY BOARD OF COMMISSIONERS**

226 Date: _____
227

228 _____
229 Melissa Lindsay, Chair
230

231 _____
232 Don Russell, Commissioner
233

234 _____
235 Jim Doherty, Commissioner
236

237 APPROVED AS TO FORM:
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239 _____
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241 _____
242

243 County Counsel
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BOYD'S TREE SERVICE

6350 W Brinkley Rd Suite 120 Kennewick WA 99338
Office: (509) 585-4194 Fax: (509) 582-6170
Email: office@boydstree.net
Contact: David Boyd - Owner (509) 727-7752

EXPERIENCE

Boyd's Tree Service is a family owned and operated business. We have been serving the community and surrounding areas since 2003. The owner, David Boyd, has been in the tree industry for over 20 years. We are licensed, bonded and insured. We thrive on making our customers satisfied and providing quality services. Our team works together to get every project done on time, safely, and in a professional manner. We specialize in tree trimming and tree removal. We also provide stump removal, power line clearing, shrub removal/trimming, brush removal and emergency storm services 24 hours a day.

TECHNICAL QUALIFICATIONS

Within our company we have several crew members that have given us the qualifications needed to tackle a number of challenging projects as well as completing the average day to day services we provide. Our employees are hired from Local Union 77. We have Certified Flaggers, ISA Certified Arborists, Journeyman Tree Trimmers, Spray License Holders, and employees who are CPR/First Aid Trained. Their ability to problem solve when challenging projects arise makes our company very successful in completing every project.

We have been in contract with the companies listed in our references for 5+ years doing the power line clearing, tree trimming, tree removals and vegetation management.

APPROACH TO WORK

The safety of the public, environment, personal property and our employees are our number one concern. Before work is performed we will evaluate the area and identify any hazards. We will notify management/customer of any problems and or hazards that are not in our control that we may find to keep us from completing the job safely and on time.

Daily work operations will commence with a daily job briefing followed by the setup of all workplace safety measures such as cones and flags. Services will start only after all safety objectives are met: traffic control, pedestrian control, area is cleared of objects that may potentially be in the way of completing the job and all work areas marked with cones and or flags/signs. Once services have begun the clean-up crews/grounds person will start as soon as the pruning/removal crew have made a distance away to prevent our employees from being in the vicinity of the cutting of the tree. All debris will be cleaned up during the same day as pruning/removal.

SUPERVISORY PERSONNEL

David Boyd

Position: Owner

Qualification: Operator / Tree Trimmer

Work Experience: 20+ years' experience

Employment:

2003 – Present	Boyd's Tree Service	Owner/Operator
1995 – 2003	Tri-City Tree	Trimmer

Rudy Duran

Position: Supervisor / Estimator

Qualification: ISA Certified Arborist

Work Experience: President of a former Tree Company, Supervisor, Foreman, Trimmer, and Estimator

Employment:

2007-Present	Boyd's Tree Service	Supervisor/ Arborist/ Estimator
1994 – 2006	Tree Inc.	Supervisor
1996-2003	Columbia River Tree	Owner

CRAFTSMEN – ON STAFF

4 Foreman – Local Union 77

4 Journeyman Level Tree Trimmers – Local Union 77

4 Grounds person – Local Union 77

****All Employees have 1st Aid/CPR Cards - Flagger Cards and will be provided upon beginning work on this project. (Based on who is going to be on this crew)**

****All other employees that may be needed will be from Local Union 77**

CLIENT REFERENCES

Benton PUD
PO Box 6270
Kennewick WA 99336
Contact: Brian Cramer (509) 366-9230
cramerb@bentonpud.org
Location: Benton County

City Of Richland
PO Box 190, MS-11
Richland WA 99352
Contact: Brian Cramer (509) 366-9230
rescontracts@ci.richland.wa.gov
Location: City of Richland

Benton REA
PO Box 1150
Prosser WA 99350
Contact: Jeff (509) 786-9858
jekrut@bentonrea.org
Location: Benton REA Power Lines (Benton County)

Franklin County PUD
PO Box 2407
Pasco WA 99302
Contact: Julie Anderson (509) 546-5950
janderson@franklinpud.org
Location: Franklin County

Benton County Road Department/Public Works
PO Box 1001
Prosser WA 99350
Contact: Ryan (509) 786-5611
Ryan.mcclure@co.benton.wa.us
Location: Prosser

City of Richland – Parks Dept
PO Box 190, MS-11
Richland WA 99352
Contact: Shawn Harper (509) 942-7527
sharper@ci.richland.wa.gov
Location: Richland Parks

EQUIPMENT

60' Bucket Truck

15 Yard Chip Truck

12" Vermeer Chipper

All saws and other equipment

2019 Price List (Morrow County Works)

• Journey Tree Trimmer Foreman	82.48
• Journey Tree Trimmer	77.52
• Tree Trimmer Groundman	63.41
• 1 st Apprentice	59.20
• 2 nd Apprentice	66.45
• 3 rd Apprentice	70.03
• 4 th Apprentice	72.30
• Spray Foremen	73.50
• 60ft Bucket Truck	29.50
• 12" or Larger Chipper	16.40
• Dump Truck 10yrd. Min	23.35
• 60-70 Bucket Truck	30.00
• 4x4 Pickup with Chipper	15.52

Price for a three man crew

1 Journey Tree Foreman	74.48
1 Journey Tree Trimmer	69.52
1 Tree Groundman	49.41
1 60ft Bucket Truck	18.50
1 Chipper Dump	9.35
1 Self Feed Chipper	6.40

3 Man Crew with all the necessary tools and equipment

Total 292.66 Per Hr

HAZARD TREE REMOVAL QUOTE SHEET

Please attach all documentation addressing the following:

- Detailed list of relevant training, certifications, and experience for each crew member.
- Experience in completing previous contracts of a similar nature with a satisfactory record of performance along with at least three references for similar type work, including the business name, address, city, state, zip code, telephone number, and email address.
- Availability of the appropriate equipment and personnel resources.
- Satisfactory record of integrity and customer service.
- Hourly cost of crew including all labor, equipment, and materials:

\$ 292⁶⁶ per hour

Name of Contractor: Boyd's Tree Service

Signature of Contractor: 

Address: 6350 W Brinkley Rd
Sturtevant

Phone: 509-727-7752

E-mail: David@Boyd'sTree.net

The successful contractor will be required to provide proof of certifications and insurance.

Sandra Pointer

From: Sandra Pointer
Sent: Monday, July 13, 2020 3:37 PM
To: 'Boyd's Tree Main Account'
Subject: RE: Quote for hazard tree removal services

Thank you, Please use this as a confirmation of your submission for the Request for Services.

Morrow County Public Works

[Sandi Pointer](#)

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

From: Boyd's Tree Main Account <office@boydstree.net>
Sent: Monday, July 13, 2020 3:08 PM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: Quote for hazard tree removal services

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

Attached please find Boyd's Tree Service quote for Hazard Tree Removal Services. Let us know if you have any questions.
Thank you!

--

Boyd's Tree Service
(509) 585-4194



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

365 W. Highway 74
 P.O. Box 428
 Lexington, OR. 97839
 Phone: (541) 989-9500
 Fax: (541) 989-8352

Matt Scrivner
 Director

Eric Imes
 Asst. Road Master

Sandi Pointer
 Management Asst.

Kirsti Cason
 Administrative Asst.

CALL FOR QUOTES BID PACKET HAZARD TREE REMOVAL SERVICES

Call for Quotes Issue Date: June 18, 2020

Call for Quotes Close Deadline: **July 16, 2020 at 4:00p.m.**

Contractors Name	Address/Contact information	Bid/Quote amount
Boyd's tree Service	Kennawick WA	292.6 ⁰⁰ Hour

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

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

The 2020 Fund Exchange agreement with ODOT is going to be used on the Little Butter Creek road overlay and chip seal. Federal dollars will be exchanged for State funds at a ratio of \$94 state for \$100 federal. The total coming to Morrow County will be \$296,252.28 to go towards an estimated project cost of \$548,069.00.

2. FISCAL IMPACT:

Revenue of \$296,252.28 to road budget 202-220-3-30-3555

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

Motion to approve and sign Oregon Department of Transportation agreement #34362 in the amount of \$296,252.28.

Attach additional background documentation as needed.

Matt Scrivner

From: Justin Nelson
Sent: Thursday, August 13, 2020 2:32 PM
To: Matt Scrivner
Cc: Darrell Green; Kate Knop; Sandra Pointer; Eric Imes; Richard Tovey
Subject: RE: Fund Exchange agreement
Attachments: MCA034262_2020 Morrow County FeX.PDF

Matt,

Sorry for the delay in reviewing, I should have had Richard look over it while I was gone.

I do not have any objection or concerns.

-Justin

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

From: Matt Scrivner
Sent: Tuesday, July 28, 2020 2:07 PM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>; Eric Imes <eimes@co.morrow.or.us>
Subject: Fund Exchange agreement

Justin

It's that time of year again to review the Fund Exchange agreement with ODOT. This year we are applying fund exchange funding to an overlay and chip seal project on Little Butter Creek road. I haven't fully reviewed the document at this point, but wanted to get it out for your review as soon as I received it.

Matt Scrivner

Public Works Director
Morrow County Public Works
365 W. Hwy 74
Lexington, Oregon 97839
1-541-989-8584 (office)
1-541-980-7468 (cell)

G001-T041620

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM**

Project Name: Little Butter Creek Road Overlay and Chip Seal

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and Morrow County acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus) – [RESERVED]**

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

- 3. Project Cost; Grant Funds.** To assist in funding the Project, Recipient has requested ODOT to exchange 2020 federal funds, which have been allocated to Recipient, for state funds based on the ratio of \$94 state for \$100 federal.

Based on this ratio, Recipient wishes to exchange \$315,162.00 federal funds for \$296,252.28 in state funds (the “Grant Funds”).

- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).
 - b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

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- i. Eligible Costs are actual costs of Recipient to the extent those costs are:**

 - A.** reasonable, necessary and directly used for the Project;
 - B.** purchase or production of Aggregate. Recipient shall ensure the purchase or production of aggregate is highway related and exclusively used for highway work;
 - C.** purchase of Equipment. Purchased equipment shall be used exclusively for highway purposes for the useful life of the equipment. Recipient shall clearly describe how it has used or plans to use said equipment on highways, and shall demonstrate the equipment will only be used for highway purposes. In the event that the equipment is not used for highway purposes, Recipient shall pay to ODOT the fair market rental value for Recipients non-highway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment;
 - D.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - E.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:**

 - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
 - B.** loans or grants to be made to third parties;
 - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
 - E.** right of way costs; or
 - F.** costs to adjust, reconstruct or relocate utilities.
- c. Project Change Procedures.**

 - i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.
 - ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's

approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process.

- a. ODOT shall reimburse Recipient for 100% of Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.
- b. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - ii. Recipient is in compliance with the terms of this Agreement; and
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements.

a. Subagreements. Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient's subagreement with the contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

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

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

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- ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient 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, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. **Termination.**

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

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

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the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT 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 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- 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 ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, 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, 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.

ODOT/Recipient
Agreement No. 34362

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. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No. 34362

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on July 14, 2020 by the Program Implementation and Analysis Manager.

The Program and Funding Services Manager approved the Fund Exchange on July 14, 2020.

Signature Page to Follow

ODOT/Recipient
Agreement No. 34362

Morrow County, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Matt Scrivner, Public Works Director
365 W. Highway 74
Lexington, OR 97839
(541) 989-8584
mscrivner@co.morrow.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 5 Manager

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By s/ Sam Zeigler
Assistant Attorney General

Date July 28, 2020

ODOT Contact

Michael P. Barry, Local Area Liaison
3012 Island Ave
La Grande, OR 97850
(541) 963-1353
Michael.P.Barry@odot.state.or.us

ODOT/Recipient
Agreement No. 34362

EXHIBIT A

Project Description

Agreement No. 34362

Project Name: Little Butter Creek Road Overlay and Chip Seal

A. PROJECT DESCRIPTION

Little Butter Creek Road from the Big Butter Creek Road intersection heading south approximately 5.1 miles.

This project will be a 1" compacted lift of 3/8" hot mix for a pre leveling and rut filling course. After the overlay is complete there will be a single lift chip seal of 3/8"-1/4" rock applied over CRS-3P oil and fog seal. The material cost is estimated at \$331,069.00. Morrow County will perform the work at a cost of \$217,000.00 for a total cost estimate of \$548,069.00.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
4. **Americans with Disabilities Act Compliance.**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
 - ii. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - iii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT/Recipient
Agreement No. 34362

- v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
 - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,

ODOT/Recipient
Agreement No. 34362

- ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

5. Work Performed within ODOT's Right of Way.

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

6. GENERAL STANDARDS.

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within fifty (50) feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

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

f. NOTICE OF CANCELLATION OR CHANGE.

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

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

The Recipient shall immediately notify ODOT of any change in insurance coverage.



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

(For BOC Use) Item # 56

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

Presenter at BOC: John A. Bowles
 Department: Sheriff's Office
 Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5102
 Requested Agenda Date: 08-26-2020

2020-2021 Vehicle order for Community Corrections

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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity: Withnell Dodge	
Contractor/Entity Address: 2650 Commercial SE, Salem, OR. 973024451	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line: 510-113-5-40-4413
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

John A. Bowles 08-20-2020 Department Director

Required for all BOC meetings

 8/24/2020 Administrator

Required for all BOC meetings

 _____ County Counsel

*Required for all legal documents

 8/21/20 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):

This vehicle is for the 2020-2021 budget year and funds were approved during the budget process. With approval, I can lock in pricing and get this vehicles ordered. (State Funds)

4. 2021 Dodge Durango Pursuit AWD \$35,247.74

Total \$35,247.74

Vehicle will be purchased when it is received. Approximate delivery will be over the next 3 to 5 months.

2. FISCAL IMPACT:

\$35,247.74 not including cost of outfitting. All funds are budgeted and have been approved during the budget process.

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

Move to approve the described Pre-Authorization Request as presented above and authorize Undersheriff John A. Bowles to lock in pricing and order the above mentioned vehicle.

Attach additional background documentation as needed.

WITHNELL DODGE
 2650 COMMERCIAL SE
 SALEM, OR 973024451

Configuration Preview

Date Printed: 2020-08-17 8:08 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 48979 State of Oregon
 FAN 2:
 Client Code:
 Bid Number: TB1086
 PO Number:

Sold to:
 WITHNELL DODGE (56440)
 2650 COMMERCIAL SE
 SALEM, OR 973024451

Ship to:
 WITHNELL DODGE (56440)
 2650 COMMERCIAL SE
 SALEM, OR 973024451

Vehicle: 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	120
	-X9	Black	0
Options:	MAF	Fleet Purchase Incentive	0
	AYF		0
	XCS	4 Additional Key Fobs	100
	LNF	Black Left LED Spot Lamp	545
	LNA	Black Right LED Spot Lamp	515
	CW6	Deactivate Rear Doors/Windows	75
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1086	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 41,845 .

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address: USA

PSP Month/Week:
 Build Priority: 99

35247.⁷⁴
 TOTAL

Instructions:

ON A REGIONAL
 NUMBER.

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Roberta Lutcher

From: Darrell Green
Sent: Tuesday, August 25, 2020 4:59 PM
To: Roberta Lutcher
Subject: FW: OLCC Recommendation for the Golf Course Boardman
Attachments: LGB - Marker 40.pdf; TSL FP.pdf

From: Andrea Orcutt <andreao@portofmorrow.com>
Sent: Tuesday, August 25, 2020 4:50 PM
To: Darrell Green <dgreen@co.morrow.or.us>
Subject: OLCC Recommendation for the Golf Course Boardman

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

Hello,

Attached, you will find two documents The LGB – Marker 40 is the Liquor License Application that needs the county's approval for limited off premises sales of beer at the Marker 40 Golf Club in Boardman.

THE TSL FP is the Temporary Sales License which would like to use for this weekend Aug 29/30, 2020 for the 49th Annual West Winds Golf Tournament. We currently have 18 teams of two person signed up for the event.

This documents would need to be printed signed with the county's recommendation and or authorized. Then scanned back to me so I can submit them to the OLLC office.

Thank you for your time. Please let me know if you have any questions.

Andrea Orcutt
Port of Morrow / Marker 40 Golf Club
541-314-1767



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

1. Complete and sign this application.
2. Combine this completed application with the other required application materials to make one application packet.
3. Submit the application packet to your local OLCC office.
4. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

Identify the Applicant(s) Applying for the License(s)

Any individual person that is not part of an entity and any entity (like a corporation or limited liability company) that will own or control the business must be listed as an applicant. This includes:

- Any person or entity, other than an employee acting under the direction of the owner, that exercises control over, or is entitled to exercise control over, the business;
- Any person or entity, other than an employee acting under the direction of the owner, that incurs, or is entitled to incur, debt or similar obligations on behalf of the business;
- Any person or entity, other than an employee acting under the direction of the owner, that enters into, or is entitled to enter into, a contract or similar obligations on behalf of the business; or
- Any person or entity identified as the lessee of the premises proposed to be licensed.

Business Address

This is the street address of the location that will have the liquor license.

Applicant Signature(s)

- Each individual person listed in Section 2 (entity or individuals applying for the license) must sign the application.
- If an applicant in Section 2 is an entity (such as a corporation or limited liability company) at least one person who is authorized to sign for the entity must sign the application.
- A person with authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power or attorney) may sign the application. The OLCC will likely require proof of such authority.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Commercial	By: _____
<input type="checkbox"/> Full On-Premises, Caterer	Date: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	Date application received:
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	_____
<input type="checkbox"/> Grower Sales Privilege 1st Location	08/07/2020
<input type="checkbox"/> Grower Sales Privilege 2nd Location	By: <u>MHargis</u>
<input type="checkbox"/> Grower Sales Privilege 3rd Location	License Action(s):
<input checked="" type="checkbox"/> Limited On-Premises	C/O, C/TN, A/PRIV
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Port of Morrow

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)		
Marker 40 Golf Club		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
78873 Toms Camp Rd		
City	County	Zip Code
Boardman	Morrow	97818



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Marker 40 Golf Club			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) PO BOX 200			
City Boardman	State OR	Zip Code 97818	
9. Phone Number of the Business Location 541-481-4381		10. Email Contact for this Application andreao@portofmorrow.com	
11. Contact Person for this Application Andrea Orcutt		Phone Number 541-481-7243	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Port of Morrow Phone: 541-481-4381

Trade Name (dba): Marker 40 Golf Club

Business Location Address: 78873 Toms Camp Rd

City: Boardman ZIP Code: 97818

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 7am to 7pm
Monday 7am to 7pm
Tuesday 7am to 7pm
Wednesday 7am to 7pm
Thursday 7am to 7pm
Friday 7am to 7pm
Saturday 7am to 7pm

Outdoor Area Hours:

Sunday 7am to 7pm
Monday 7am to 7pm
Tuesday 7am to 7pm
Wednesday 7am to 7pm
Thursday 7am to 7pm
Friday 7am to 7pm
Saturday 7am to 7pm

The outdoor area is used for:

- Food service Hours: to
Alcohol service Hours: to
Enclosed, how fence

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain:

ENTERTAINMENT

Check all that apply:

- Live Music, Recorded Music, DJ Music, Dancing, Nude Entertainers, Karaoke, Coin-operated Games, Video Lottery Machines, Social Gaming, Pool Tables, Other: golf course

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

SEATING COUNT

Restaurant: Outdoor:
Lounge: Other (explain): golf course
Banquet: Total Seating:

OLCC USE ONLY
Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Date: 7-28-20



TEMPORARY SALES LICENSE – FOR PROFIT (TSL-FP)

ELIGIBILITY FOR A TSL-FP

YES, if you are any person or organization who does not manufacture alcoholic beverages within Oregon and who does not import or cause to be imported into Oregon an alcoholic beverage for sale or distribution in Oregon. The following OLCC licensees are also eligible: Full On-Premises, Limited On-Premises, Off-Premises, and Brewery-Public House.

NO, if you are a person or organization who makes alcoholic beverages within Oregon or who imports or causes to be imported into Oregon an alcoholic beverage for sale or distribution in Oregon. This includes the following OLCC licensees: Brewery, CERA, CERD, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage and Wine, and Winery. This also includes wineries, breweries, distilleries, and wholesalers in other states.

COMMON EXAMPLES OF WHEN A PERSON OR ORGANIZATION DOES OR DOESN'T NEED AN OLCC LIQUOR LICENSE

A. DOES NEED

1. By the sealed container.

- A patron provides payment directly to the person or organization and in return the person or organization provides the patron with one or more manufactured-sealed containers of malt beverages, wine, or cider meant for drinking off of the special event licensed area. NOTE: this license does not allow the selling of manufacturer-sealed containers of distilled liquor. Because the person or organization is directly accepting money and providing the alcohol the person or organization **does need** a TSL-FP liquor license.
- Wine Wall. A patron buys something (ticket, cork, etc.) from the person or organization and in return the patron is allowed to select a sealed container of malt beverage, wine, or cider (but not distilled spirits) meant for drinking off of the special event licensed area. This is not an auction or a raffle, but it is selling alcohol; and therefore, the person or organization **does need** a TSL-FP liquor license.

2. By the drink for consumption at a premises that does not have an OLCC liquor license. Either:

- A patron provides payment directly to the person or organization and in return the person or organization provides the patron with an open container of alcoholic beverage meant for consumption on the special event licensed area. The alcoholic beverage could be malt beverages, wine, cider, or distilled liquor (also known as distilled spirits, hard liquor, and hard alcohol). Because the person or organization is directly accepting money and providing the alcohol the person or organization **does need** a TSL-FP liquor license.
- A patron buys a ticket from the person or organization or the person or organization requires payment or purchase or accepts donations of money for any event (examples: food or meal event, fundraiser, entertainment function, open house) and the event comes with alcohol at no additional cost to the patron. Because the person or organization is directly accepting money and providing the alcohol, the person or organization **does need** a TSL-FP liquor license.

3. By the drink for consumption at an event at a premises that does have an OLCC liquor license and the person or organization accepts payment from and serves the alcohol to the patron.

- A patron provides payment directly to the person or organization and in return the person or organization provides the patron with an open container of alcoholic beverage meant for consumption on the special event licensed area. The alcoholic beverage could be malt beverages, wine, cider, or distilled liquor (also known as distilled spirits, hard liquor,

and hard alcohol). Because the person or organization is directly accepting money and providing the alcohol the person or organization **does need** a TSL-FP liquor license.

B. DOES NOT NEED

1. By the drink for consumption at an event at a premises that **does** have an OLCC liquor license and all alcohol is provided and served by the OLCC liquor licensee (note that the OLCC licensee is allowed to serve only the type of alcohol allowed by the license).
 - A patron buys a ticket from the person or organization or the person or organization requires payment or purchase or accepts donations of money for any event (examples: food or meal event, fundraiser, entertainment function, open house) and the event comes with alcohol at no additional cost to the patron. Because the OLCC liquor licensee is providing and serving the alcohol the person or organization **does not need** an OLCC TSL-FP liquor license for this activity.
2. By the drink for consumption at an event at a premises that **does** have an OLCC liquor license and **some or all** of the alcohol is provided by the person or organization to the OLCC liquor licensee; however, all of the alcohol is served by the OLCC liquor licensee (note that the OLCC licensee is allowed to serve only the type of alcohol allowed by the license).
 - A patron buys a ticket from the person or organization or the person or organization requires payment or purchase or accepts donations of money for any event (examples: food or meal event, fundraiser, entertainment function, open house) and the event comes with alcohol at no additional cost to the person. Provided the person or organization directly obtains the alcohol and then provides it to the OLCC licensee, and provided the OLCC liquor licensee is serving the alcohol, the person or organization **does not need** an OLCC TSL-FP liquor license for this activity. Note that the OLCC licensee may not keep any left-over alcohol that was provided by the person or organization (the alcohol must be removed by the person or organization or discarded).

OTHER IMPORTANT INFORMATION

TSL Application Guide - A TSL Application Guide is available on the OLCC website.

OLCC may refuse to process your application if it is not complete or is not submitted in sufficient time for the OLCC to investigate. Typically, an application that is accepted by the OLCC as complete at least two to four weeks before the event date is sufficient time to process most applications.

Managing Your Event - Not following your written plan for managing your event may result in liquor law violations and may cause the OLCC to deny your future TSL applications.

Marijuana use is not allowed. The use of marijuana (both recreational and medical) is not allowed on your special event licensed premises.

DIRECTIONS FOR COMPLETING THE TSL-FP APPLICATION

1. Fill out the TSL-FP application form completely.
2. Get your application signed by the local government where the event will take place before you submit it to your local OLCC office (the local government is either the local city if the event address is within the city's limits or the local county if the event address is outside the city's limits). The local government may charge you a fee.
3. Submit the application form and the OLCC \$50 per day license fee (\$50 per license day or any part of a license day) to the OLCC. Make payment by check or money order, payable to OLCC. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

4. If the expected attendance at your event is 501 or more per day please complete and attach the OLCC form Plan to Manage Special Events (unless the OLCC exempts you from this requirement).
5. Submit forms to your **OLCC office** at least two weeks before the date(s) of an event with 1,000 or fewer expected attendance and at least 30 days before the date(s) of an event with 1,001 or more expected attendance.

OLCC OFFICES

In which county will your special event happen?	Contact this OLCC office
Clackamas, Hood River, Multnomah, Washington	Portland Main Office. 503-872-5000 PO Box 22297, Milwaukie, Or 97269-2297
Crook, Deschutes, Grant, Harney, Jefferson, Wheeler	Bend. 541-388-6292 336 SW Cyber Drive, Suite 104, Bend, Or 97702
Coos, Curry	Coos Bay. 541-266-7601 PO Box 1176, Coos Bay, Or 97420
Benton, Linn	Corvallis. 541-753-0107 260 SW Madison Ave #109, Corvallis, Or 97333
Lane	Eugene. 541-686-7739 1400 Executive Parkway, Ste. 410, Eugene, Or 97401
Klamath, Lake	Klamath Falls. 541-883-5600 700 Main St #204B, Klamath Falls, Or 97601
Jackson, Josephine	Medford. 541-776-6191 855 Medford Center Drive, Medford, Or 97504
Lincoln	Newport. 541-265-4522 715 SW Fall St, Newport, Or 97365
Baker, Gilliam, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa	Pendleton. 541-276-7841 750 SE Emigrant #140, Pendleton, Or 97801
Douglas	Roseburg. 541-957-2020 Douglas Co. Courthouse, 1036 SE Douglas Ave #203, Roseburg 97470
Columbia, Marion, Polk, Yamhill	Salem. 503-378-4871 200 Hawthorne Ave SE #B-210, Salem, Or 97301
Clatsop, Tillamook	Warrenton. 503-861-3912 P.O. Box 220, Warrenton, Or 97146
Wasco	Hood River. 971-336-1074 309 State Street, Hood River, Or 97031

FOOD REQUIREMENTS FOR A TEMPORARY SALES LICENSE (TSL-FP)

WHAT AMOUNT OF FOOD MUST I PROVIDE?

- **ONE:** The OLCC must determine that the clearly dominant emphasis is food service at all times and in all areas where alcohol service is available in order for you to provide only one substantial food item. The OLCC will work with you to make this determination prior to approving your application.
- **TWO:** If the clearly dominant emphasis is **not** food service and you **don't** provide distilled spirits at the event you must provide at all times and in all areas where alcohol service is available at least **two different substantial food items**.
- **THREE:** If the clearly dominant emphasis is **not** food service and you provide distilled spirits at the event you must provide at all times and in all areas where alcohol service is available at least **three different substantial food items**.

WHAT IS A SUBSTANTIAL FOOD ITEM?

This is a food item that is typically served as a main course or entrée. Some examples are: fish, steak, chicken, pasta, pizza, and sandwiches. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips and crackers do not qualify as substantial food items.

WHAT DOES "DIFFERENT" MEAN?

"Different" means substantial food items that the OLCC determines differ in their primary ingredients or method of preparation. For example, a turkey sandwich differs from a salami sandwich, a beef burger differs from a turkey burger, and fried chicken differs from baked chicken. Different sizes of the same item are not considered different.

WHAT DOES IT MEAN TO PROVIDE FOOD SERVICE "AT ALL TIMES AND IN ALL AREAS WHERE ALCOHOL SERVICE IS AVAILABLE"?

Patrons must be able to obtain food service inside the special event licensed area. You may use either of the following two methods to provide food service:

- Within all areas where alcohol service is available, have the minimum required food items available for patrons at all times; or
- Within all areas where alcohol service is available, have a menu of the minimum required food items (plus any other items you may choose to include) available for patrons at all times and be able to provide the food items in the area if a patron chooses to order food. The food items could be kept at a location other than the area where the alcohol is served; however, you must be able to provide the food items to the patron in the area where alcohol service is available.

IS PROVIDING TASTINGS OF ALCOHOL CONSIDERED PROVIDING ALCOHOL SERVICE?

Yes, providing tastings of alcohol is considered providing alcohol service; therefore, the food requirements must be met.

MAY I USE FOOD PROVIDED BY A CONTRACTOR OR CONTRACTORS TO MEET THE FOOD REQUIREMENT?

Yes, the food service may be provided by someone other than you; however, even if food service is provided by a contractor, you are fully responsible for compliance with the food requirements. You may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

WHO MAY THE CONTRACT FOR THE FOOD SERVICE BE WITH?

The contract may be between:

- You (the TSL-FP licensee) and the food service contractor; or
- The organizer of the event and the food service contractor.

DOES THE FOOD SERVICE CONTRACT NEED TO BE IN WRITING?

No, the food service contract does not need to be in writing; however, you may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.



OREGON LIQUOR CONTROL COMMISSION

TEMPORARY SALES LICENSE – FOR PROFIT (TSL-FP) APPLICATION

ELIGIBILITY: Please read the instructions to determine eligibility for a TSL-FP.

TEMPORARY SALES LICENSE – FOR PROFIT (TSL-FP) PRIVILEGES. The TSL-FP allows you to:

- Sell at retail distilled spirits, malt beverages, wine, and cider by the drink for consumption in the special event licensed area (provided you meet the food requirements).
- Sell at retail manufacturer-sealed containers of malt beverage, wine, and cider meant for drinking off of the special event licensed area. Note: you may not sell bottles of distilled spirits.
- Sell at retail malt beverages, wine, or cider in a securely covered container (growlers) meant for drinking off of the special event licensed area. The container may not hold more than two gallons.
- Auction (but not raffle) at retail factory-sealed containers of malt beverage, wine, and cider (but not distilled liquor) for consumption off the premises.
- Auction (but not raffle) at retail open containers of alcohol for consumption on the premises

- **Process Time:** Please read the instructions. OLCC needs your completed application in sufficient time to approve it. Sufficient time is typically 2 to 4 weeks before the first event date listed in #7 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
- **OLCC License Fee:** \$50 per license day or any part of a license day. **Make payment by check or money order, payable to OLCC.** A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
- **License Days:** In #7 below, you may apply for a maximum of **seven** license days per application form.

1. Applicant Name: Marker 40 Golf Course (Port of Morrow)		
2. Email: andreao@portofmorrow.com		3. Fax:
4. Contact Person: Andrea Orcutt		5. Contact Phone: 541-314-16
6. Event Name: West Winds Tournament		
7. Date(s) of event (no more than seven days): Saturday Aug 29 and Sunday Aug 30 2020		
8. Start/end hours of alcohol service: 8:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm to 4 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm		
9. Address of event: 78873 Toms Camp Rd		City Boardman Zip 97818
10. Is the event outdoors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
10a. If the event is only indoors, in what area(s) of the building is the event located?		
10b. If any part of the event is outdoors, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.		
11. Describe the primary activities within the licensed area: Golf		
12. Will minors be allowed at the event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. If yes, will minors and alcohol be allowed together in the same area? <input type="checkbox"/> Yes <input type="checkbox"/> No		
14. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 50		

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA

If your answer to #14 is 501 or more, **IN ADDITION TO** your answers to questions 15, 16, and 17, you will need to complete the OLCC’s Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

15. Describe your plan to prevent problems and violations:

To prevent problems and violations we will limited sales and be diligent in watching the behaviors of the participants.

16. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors:

Our plan to prevent minors from gaining access to alcoholic beverages is to check id and be diligent in watching what is happening on the course. We will ask minors to wear a wrist band identifying that they are under 21.

17. Describe your plan to manage alcohol consumption by adults:

Our plan to manage alcohol consumption by a adults is to monitor our sales and pay attention to their behavior.

ALCOHOL MANAGERS

18. All applicants must list the name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area.

Andrea Orcutt 503c6x

LIQUOR LIABILITY INSURANCE

If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, the event must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168).

19. Insurance Company:Wheatland Insurance

20. Policy #:LQ2002063

21. Expiration Date: 7/30/2021

FOOD REQUIREMENTS

Please read the instructions to determine the food requirements.

22. Will you serve distilled spirits by the drink? Yes No

22a. If yes, list at least three different substantial food items that will be provided:

1. 2. 3.

22b. If no, list at least two different substantial food items that will be provided:

1. Sandwiches Turkey and Chips 2. Sandwiches Ham and Fruit

MARIJUANA

23. Will marijuana (such as use, consumption, samples, give-away, sale, etc.) be allowed on the special event licensed premises or be part of the event or an adjacent event? Yes No

GOVERNMENT RECOMMENDATION

Please read the instructions. You must obtain a recommendation from the local city or county named in #24 before submitting this application to the OLCC.

24. Name the city if the event address is within a city’s limits, or the county if the event address is outside the city’s limits:

Morrow County

SIGNATURE

I affirm that I am authorized to sign this application on behalf of the applicant.

25. Name (please print):

26. Signature:

27. Date:

CITY OR COUNTY USE ONLY

The city/county named in #24 recommends:

Grant Acknowledge Deny (attach written explanation of deny recommendation)

(Optional) City/County Contact Person:

(Optional) Phone Number or Email:

City/County Signature:

Date:

FORM TO OLCC

This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

OLCC USE ONLY

Fee Paid:

Date:

Receipt #:

License is: Approved Denied

OLCC Signature:

Date:

ROAD REPORT AUGUST 2020

GRAVEL ROAD REPAIR: Repairs are being made to gravel roads sustaining damage during the harvest season. We will continue making repairs after chip sealing operations.

CHIP SEAL PREP: Crew members have been making preparations for the upcoming chip seal program, staging rock, repairing roadway, shoulders and readying equipment.

TOWN OF LEXINGTON: Our crew completed paving for the town of Lexington this month. East Street, A Street, B Street, a portion of C Street, and a portion of Water Street have been newly paved.

LEXINGTON YARD: Our Electrical contractor is working on getting the sand/equipment shed powered up. Quotes for garage doors are coming in. Paving in the sand shed should be completed in September.

RHEA CREEK: Patching and shoulder work have been completed. We will be chip sealing on Rhea Creek from Hwy 74 toward the south approximately seven miles to the Snyder Bridge.

BASELINE: A thin lift overlay has been placed on Baseline between Jordan Grade and Marquardt rd. The thin lift overlay improved rideability and structure to the road. A chip seal will be placed to protect the thin lift overlay, and improve traction for winter months. I am excited to apply this type of road maintenance on Morrow County roads. It offers a cost effective tool to improve integrity, safety, and improve rideability to our road system.

TOWN OF IONE: Road crew members have been preparing to chip seal Emert Road in Ione. Crack sealing has been completed. A chip seal will be placed at the end of August.

MARQUARDT RD: We will be chip sealing Marquardt Road the last week of August.

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

STORM EVENT: Following a rain/wind storm on the evening of August 18th, Road Crew members made repairs to roadway that had been damaged by flash flooding. Most of the repairs were completed in two days' time. There are a few more areas needing attention after chip sealing operations are complete.

PERMITS: Following are permits approved during the month of August.

265/265A	T - Pub. Ac.	Tyler Lane	Andres Rodriguez Madrigal	Approach	07/16/2020	08/12/2020
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FOR IMMEDIATE RELEASE

Media Contact:

Brianne Hyder
503-464-8596

Dan Katcher / Jamie Moser / Arielle Rothstein
Joele Frank, Wilkinson Brimmer Katcher
212-355-4449

Investor Contact:

Jardon Jaramillo
Investor Relations
503-464-7051

Portland General Electric Provides Business Update

***Third Quarter Realized Losses of \$104 Million and Unrealized Mark-to-Market Losses of \$23 Million
in the Company's Energy Trading Portfolio as of August 24, 2020***

***Total Third Quarter Losses in the Portfolio are Estimated to be Up to \$155 Million
Subject to Market Conditions***

No Impact on Customer Prices or PGE's Ability to Serve Customers

Board Forms Special Committee to Undertake Review

Lowers Full-Year 2020 Guidance to \$1.30 to \$1.60 per Diluted Share

***No Impact Expected to Dividend Guidance or Long-Term EPS Growth Rate;
Company Remains Financially Sound, with Ample Liquidity***

PORTLAND, Ore., August 24, 2020 – Portland General Electric Company (NYSE: POR) (“PGE” or the “Company”) today provided a business update in connection with energy trading activity in certain wholesale electricity markets that has resulted in realized and unrealized losses of \$127 million as of August 24, 2020.

Background and Formation of Special Committee

PGE personnel entered into a number of energy trades during 2020, with increasing volume accumulating late in the second quarter and into the third quarter, resulting in significant exposure to the Company.

In August 2020, this portion of PGE's energy portfolio experienced significant losses as wholesale electricity prices increased substantially at various market hubs due to extreme weather conditions, constraints to regional transmission facilities, and changes in power supply in the West. During this time period, the California Independent System Operator (CAISO) declared a Stage 3 Electrical Emergency and ordered the first rolling blackouts in the state of California since 2001.

As a result of the convergence of these conditions, the Company's energy portfolio, as of August 24, 2020, has experienced realized losses of \$104 million and unrealized, mark-to-market losses of \$23 million. Total third quarter losses in the portfolio are estimated to be up to \$155 million subject to market conditions – although the ultimate amount of losses could exceed that amount.

The increase in net variable power costs due to this trading activity will be recognized in PGE's results of operations. There will be no impact to customer prices, as the Company will not pursue regulatory recovery. The Company noted that the loss does not impact PGE's ability to serve customers.

Promptly upon learning of the issue, the PGE Board of Directors formed a Special Committee comprising five independent Board members (John Ballantine, Jack Davis (Chair), Kathryn Jackson, Neil Nelson and Charles Shivery) to review the energy trading that led to the losses and the Company's procedures and controls related to the trading, and to make recommendations to the Board for appropriate action. The Special Committee has retained Simpson Thacher & Bartlett LLP as its independent legal advisor, which expects to engage additional advisors on behalf of the Special Committee during the course of this review.

Skadden, Arps, Slate, Meagher & Flom LLP is serving as the Company's legal advisor, and J.P. Morgan Securities LLC is serving as its financial advisor. PGE has engaged and is actively working with an external consultant to perform a full operational review of the Company's energy supply risk management policies, procedures and personnel. In addition, PGE has placed two individuals on administrative leave, pending review, and enhanced oversight including implementing immediate supervisory and reporting changes in advance of the conclusion of a broader evaluation.

Annual Earnings Guidance

PGE is revising its full-year 2020 guidance from \$2.20 to \$2.50 per diluted share to \$1.30 to \$1.60 per diluted share due to the impacts of higher net variable power costs. This guidance is based on the following assumptions:

- Higher third quarter net variable power costs of up to \$155 million;
- Annual retail deliveries flat, weather adjusted, year over year;
- Average hydro conditions for the year;
- Wind generation based on five years of historical levels or forecast studies when historical data is not available;
- Normal thermal plant operations;
- Operating and maintenance expense between \$550 million and \$570 million, which includes a full-year forecasted bad debt expense of \$15 million due to moratoriums on collection activities and customer disconnects; and
- Depreciation and amortization expense between \$410 million and \$430 million.

The Company believes the impact of this event is isolated to 2020, and reaffirms 4% to 6% long-term diluted earnings per share growth based on previous guidance. The Company does not expect any change to its dividend guidance.

Financing and Liquidity

PGE continues to have a strong balance sheet and ample liquidity.

As of August 24, 2020, the Company maintains short-term liquidity of \$155 million cash, a \$500 million revolving credit facility, which has a maturity date of November 2023, and a \$220 million letter of credit facility, of which \$172 million remains available. The Company has \$75 million of commercial paper outstanding.

PGE expects to fund estimated capital requirements with cash from operations, issuances of long-term debt securities of up to \$325 million, and the issuance of commercial paper, as needed.

PGE believes that the issuance of secured long-term debt, as well as other sources of liquidity, such as borrowings under its revolving credit facility, the expected ability to issue short-term debt, such as commercial paper, and unsecured long-term debt, and cash expected to be generated from operations provide ample liquidity to meet the Company's anticipated capital and operating requirements.

About Portland General Electric Company

Portland General Electric (NYSE: POR) is a fully integrated energy company based in Portland, Oregon, with operations across the state. The company serves approximately 900,000 customers with a service area population of 2 million Oregonians in 51 cities. PGE has 16 generation plants in five Oregon counties, and maintains and operates 13 public parks and recreation areas. For over 130 years, PGE has delivered safe, affordable and reliable energy to Oregonians. Together with its customers, PGE has the No. 1 voluntary renewable energy program in the U.S. PGE and its 3,000 employees are working with customers to build a clean energy future. In 2019, PGE, employees, retirees and the PGE Foundation donated \$4.7 million and volunteered 32,900 hours with more than 700 nonprofits across Oregon. For more information visit portlandgeneral.com/news.

Safe Harbor Statement

Statements in this press release that relate to future plans, objectives, expectations, performance, events and the like may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include statements regarding the estimated total third quarter loss due to energy trading activities; the Company's full-year earnings guidance (including expectations regarding the impacts of higher net variable power costs, annual retail deliveries, average hydro conditions, wind generation, normal thermal plant operations, operating and maintenance expense and depreciation and amortization expense); the Company's long-term diluted earnings per share growth; the Company's future dividend guidance; the Company's ability to fund estimated capital requirements with cash from operations, issuances of long-term debt and the issuance of commercial paper; as well as other statements containing words such as "anticipates," "believes," "intends," "estimates," "promises," "expects," "should," "conditioned upon," and similar expressions. Investors are cautioned that any such forward-looking statements are subject to risks and uncertainties, including, without limitation: the outcome of the review being conducted by the Special Committee; the impact of the recommendations of the Special Committee on the Company and its operations; the time and expense incurred in implementing the recommendations of the Special Committee; any reputational damage to the Company relating to the matters underlying the Special Committee's review; demand for electricity; the sale of excess energy during periods of low demand or low wholesale market prices; operational risks relating to the Company's generation facilities, including hydro conditions, wind conditions, disruption of fuel supply, and unscheduled plant outages, which may result in unanticipated operating, maintenance and repair costs, as well as replacement power costs; failure to complete capital projects on schedule or within budget, or the abandonment of capital projects, which could result in the Company's inability to recover project costs; the costs of compliance with environmental laws and regulations, including those that govern emissions from thermal power plants; changes in weather, hydroelectric and energy markets conditions, which could affect the availability and cost of purchased power and fuel; changes in capital market conditions, which could affect the availability and cost of capital and result in delay or cancellation of capital projects; the outcome of various legal and regulatory proceedings; general economic and financial market conditions; severe weather conditions, wildfires, and other natural phenomena and natural disasters that could result in operational disruptions, unanticipated restoration costs, or liability for third party property damage; and cyber security breaches of the Company's customer information system or operating systems, which may affect customer bills or other aspects of our operations; and widespread health emergencies or outbreaks of infectious diseases such as the novel coronavirus disease (COVID-19), which may affect our financial position, results of operations and cash flows. As a result, actual results may differ materially from those projected in the forward-looking statements. All forward-looking statements included in this press release are based on information available to the Company on the date hereof and such statements speak only as of the date hereof. The Company expressly disclaims any current intention to update publicly any forward-looking statement after the distribution of this release, whether as a result of new information, future events, changes in assumptions or otherwise. Prospective investors should also review the risks, assumptions and uncertainties listed in the Company's most recent annual report on form 10-K and in other documents that we file with the United States Securities and Exchange Commission, including management's discussion and analysis of financial condition and results of operations and the risks described therein from time to time.



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PGE Employee Email

August 24, 2020

Today, we issued an important business [update](#) in connection with energy trading activity in certain wholesale electricity markets that has resulted in a significant financial loss. I know and appreciate how hard each and every one of you has been working through this unusual time – with the pandemic as well as the difficult economic and social realities all around us. I also appreciate this will be an added burden and I am grateful for how you show up every day serving our customers and communities efficiently and safely. As we work to lead the clean/green energy future, our work is more important than ever in our 130-year history.

Before I share specifics, I want to make a few things very clear.

- The Board of Directors and management team are taking this seriously.
- We will be transparent and are committed to making changes where needed.
- We are accountable and our customers will not be impacted. To put a finer point on it, there will be no impact to customer prices, as PGE will not pursue regulatory recovery.
- There is a dedicated team focused on resolving these issues, ensuring you are focused on safely performing your important work. Operating and capital budgets for 2020 and planning for 2021 will not be adjusted. We do not anticipate any layoffs as a result of this situation.
- As an essential service provider, we have a unique responsibility and our commitment to delivering safe, reliable, affordable power to all our customers is unwavering.

With that as our foundation, let me share what we know today and outline next steps.

Certain PGE personnel entered into a number of energy trades during 2020, with increasing volume accumulating late in the second quarter and into the third quarter, resulting in significant exposure to the Company. Simply put, these trades were ill conceived.

This August, wholesale electricity prices increased substantially at various market hubs due to extreme weather conditions, constraints to regional transmission facilities, and changes in power supply in the West. During this time, the California Independent System Operator (CAISO) declared a Stage 3 Electrical Emergency and ordered the first rolling blackouts in the state of California since 2001. The convergence of these conditions has resulted in realized and unrealized losses for the Company's energy portfolio of \$127 million as of today, August 24, 2020. Given the timing of our disclosure, and certain trades that will settle in the near future, total third quarter losses in the portfolio are estimated to be up to \$155 million subject to market conditions – although the ultimate amount of losses could exceed that amount.

Our Board has formed a Special Committee to review the energy trading that led to the losses and PGE's procedures and controls related to the trading, and to make recommendations to the Board for appropriate action. The Board and management team have also engaged external consultants to perform a full operational review of our energy supply risk management policies, procedures and personnel. Paymon Aliabadi, the recently retired Chief Risk Officer of Exelon Corporation, will be advising us as a company on this matter. To date, we have placed two individuals on administrative leave, pending review. Additionally, we have enhanced oversight including implementing immediate supervisory and reporting changes that involve new responsibilities for both Jim Lobdell and Larry Bekkedahl. Effective immediately, power operations will report to Jim Lobdell. Jardon Jaramillo, with assistance from Paymon Aliabadi, will report to myself overseeing risk management. Brad Jenkins and Kristin Stathis will report to Larry Bekkedahl.



The work we do every day to generate, transmit and deliver reliable power to customers and serve our communities is and always will be our highest priority. This situation is not reflective of who we are at our core and we will learn from the situation and make necessary changes to ensure this will never happen again. We remain a company committed to leading with integrity.

The Special Committee of the Board and a dedicated team are focused on resolving these issues as quickly as possible. We will do all within our control to minimize the distractions to your critical and essential work. During periods of high stress it's imperative that the safety of our coworkers and customers remains our highest priority. Your work is important, and this will not impact our customers and communities. Thank you for all you do every day as ONE PGE.

While we do not have all the answers, a thorough review is being conducted and we are committed to being transparent. Attached is an FAQ to help address some of your initial questions.

This is likely to get a lot of attention and lead to increased interest and questions about PGE. It is important that we speak with one voice. Consistent with Company policy, please forward any inquiries from the media or any interested third parties to Brianne Hyder at Brianne.hyder@pgn.com.

I speak on behalf of the entire leadership team when I say that I am immensely grateful for the long hours you all have put into powering our community and helping connect Oregonians to what matters most to them. We are living in a truly historic time, and I am honored to work alongside each of you.

Again, thank you for your focus, hard work and commitment to each other, our customers and the communities we serve.

Many thanks,

Maria

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wildfires, and other natural phenomena and natural disasters that could result in operational disruptions, unanticipated restoration costs, or liability for third party property damage; and cyber security breaches of the Company's customer information system or operating systems, which may affect customer bills or other aspects of our operations; and widespread health emergencies or outbreaks of infectious diseases such as the novel coronavirus disease (COVID-19), which may affect our financial position, results of operations and cash flows. As a result, actual results may differ materially from those projected in the forward-looking statements. All forward-looking statements included in this communication are based on information available to the Company on the date hereof and such statements speak only as of the date hereof. The Company expressly disclaims any current intention to update publicly any forward-looking statement after the distribution of this communication, whether as a result of new information, future events, changes in assumptions or otherwise. Prospective investors should also review the risks, assumptions and uncertainties listed in the Company's most recent annual report on form 10-K and in other documents that we file with the United States Securities and Exchange Commission, including management's discussion and analysis of financial condition and results of operations and the risks described therein from time to time.

1. What was announced?

- We provided a business update in connection with energy trading activity in certain wholesale electricity markets that has resulted in realized and unrealized losses of \$127 million as of August 24, 2020. Given the timing of our disclosure, and certain trades that will settle in the near future, total third quarter losses in the portfolio are estimated to be up to \$155 million subject to market conditions – although the ultimate amount of losses could exceed that amount.
- Our Board of Directors has formed a Special Committee to review the energy trading that led to the losses and PGE's procedures and controls related to the trading, and to make recommendations to the Board.
- The Company and Special Committee have also engaged external consultants to perform a full review of operational and risk management policies, procedures and personnel.
- While this has resulted in a significant financial loss, it's important to understand that this will not impact our customers and communities we serve. Operating and capital budgets for 2020 and planning for 2021 will not be adjusted.
- We continue to have a strong balance sheet and ample liquidity.

2. How did this happen? Could this happen again?

- Certain PGE personnel entered into a number of energy trades during 2020, with increasing volume accumulating late in the second quarter and into the third quarter, resulting in significant exposure to the Company.
- This August, wholesale electricity prices increased substantially at various market hubs due to extreme weather conditions, constraints to regional transmission facilities, and changes in power supply in the West.
- During this time, the California Independent System Operator (CAISO) declared a Stage 3 Electrical Emergency and ordered the first rolling blackouts in the state of California since 2001.
- The convergence of these conditions has resulted in a significant financial loss.
- Our Board of Directors has formed a Special Committee to review the energy trading that led to the losses and PGE's procedures and controls related to the trading.
- We are committed to getting to the bottom of how this happened and ensuring it will never happen again.
- Paymon Aliabadi, the recently retired Chief Risk Officer of Exelon Corporation, as well as J.P. Morgan (energy trading advisory), have been retained to assist in minimizing the impact of this issue, and to ensure control and support other risk management activities.

3. Will there be any changes in management or at other levels of the Company as a result of this issue?

- As noted in the Company email and press release, we have placed two individuals on administrative leave, pending review. We have also enhanced oversight including implementing immediate supervisory and reporting changes in advance of the conclusion of a broader evaluation.
- Effective immediately, power operations, under Dee Outama, will report to Jim Lobdell. Jardon Jaramillo, with assistance from Paymon Aliabadi, will report to Maria Pope overseeing risk management.
- Also effective immediately, Brad Jenkins and Kristin Stathis will report to Larry Bekkedahl. This will help ensure the operations side of PGE is working very closely together and staying focused on what we do best—serving our customers and innovating for the future.
- The Special Committee of the Board is undertaking a thorough review and will ensure that we understand the root cause so that we can make sure this doesn't happen again.

4. Is my job at risk? Will there be layoffs as a result of this issue?

- Please know that your work is important, and this will not impact our customers and communities. We do not anticipate any layoffs as a result of this.



- Operational excellence, ensuring safety, reliability and resiliency of our system is all the more important during the pandemic period.
- As you know we have just revised O&M and capital budgets to reflect the economic situation – we will not make any changes to those budgets.
- The Special Committee of the Board and a dedicated team are focused on resolving these issues as quickly as possible. We will do all within our control to minimize the distractions to your critical and essential work.

5. Will my compensation and benefits change as a result of this issue?

- There are no changes to announce at this time.
- As is the normal course, the Compensation Committee will review bonuses and all discretionary compensation just after the year closes.
- We are committed to being transparent and maintaining the progress we have made in becoming more cost effective, results focused and with customers at the center of all that we do.

6. Will such a large loss cause us to change our long-term business strategy? Will we have to seek equity, redirect investments or hit “pause” on any of our ongoing projects?

- PGE continues to have a strong balance sheet and ample liquidity, and our commitment to serving our customers and our communities remains unchanged.
- Adequately maintaining our system is critical to ongoing safety and reliability. Our focus on a clean energy future for Oregon remains unchanged and as part of that, our commitment to build a smarter and more integrated grid is a key priority.

7. Will this issue impact our ability to service our customers, or the prices they pay?

- We remain a Company committed to leading with integrity.
- We are accountable and our customers will not be impacted.
- To put a finer point on it, there will be no impact to customer prices, as PGE will not pursue regulatory recovery. The work we do every day to generate, transmit and deliver reliable power to customers and serve our communities is and always will be our highest priority.

8. What should I do if contacted by customers, the media, investors or analysts?

- Consistent with Company policy, please forward any inquiries from the media or any interested third parties to Brianne Hyder at Brianne.hyder@pgn.com. Please do not speculate on what you think may or may not have happened.

9. Who should I contact if I have more questions?

- If you have additional questions, please reach out to your officer or any one of their direct reports.

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FOR IMMEDIATE RELEASE

**ASSOCIATION OF OREGON COUNTIES STATEMENT ON GOVERNOR'S CALL TO
COUNTIES**

Salem, Ore. (August 21, 2020) -- During a press conference today, Oregon Governor Kate Brown called on counties and local officials to: 1. lead by example; 2. educate first; and 3. enforce her executive orders in order to reduce COVID-19 transmission rates for schools to safely reopen during the fall. Governor Brown cautioned further restrictions for the State if rates are not reduced.

The announcement came as a surprise for counties as they have been leading the way, acting in their capacity as the local public health authority and first responders in their communities and taking measures necessary to ensure the health, safety, and well-being of Oregonians.

Association of Oregon Counties (AOC) Executive Director, Gina Firman Nikkel, Ph.D. said of the governor's statement, "Oregon counties are committed to doing their part in protecting public health during this pandemic and are already encouraging Oregonians to be safe and take precautions. We are partners with the State, delivering critical services to Oregonians on their behalf. Today, we ask the governor and State officials to support counties. These increased expectations the governor announced require additional resources that the State has yet to distribute."

The association issued the following list of challenges and solutions related to her request, and ask the governor for her partnership in working toward collaborative solutions to fighting the pandemic:

1. **Lead by Example** - Counties are actively working in their communities to reduce transmission of the virus and ensure Oregonians are safe during this pandemic. While they support the sentiment of the governor to reduce the spread, counties are calling on the governor to provide critical financial and other resources directly to counties to continue to fight the virus and save the lives of Oregonians.
2. **Educate First** - Counties are communicating mitigation measures with Oregonians. Counties ask the governor and the Oregon Health Authority to provide clarity on metrics being used to address the community response. The State has continued to waver on

State versus county metrics on economic and community reopening status. COVID-19 varies widely from county-to-county. A one-size-fits-all approach will not work as well as community-based responses. Unfortunately, with continued changes in standards, it becomes challenging to “educate” related to enforcement measures.

3. **Enforce** - Counties have limited enforcement staff. The primary enforcement arm of counties are sheriffs, independent elected officials. Counties ask the governor to reach out to sheriffs for support on enforcement and provide resources for enforcement bodies to safely support mitigation measures.

Additionally, the primary source of COVID-19 outbreaks in many Oregon communities has not been a failure of businesses to follow mandates and guidance. The primary source is family and other social gatherings that are not capable of being prevented by enforcement. Retail businesses should not be penalized in an already economically devastating time, when they are not the source of spread.

Counties implore the governor to work with counties and local governments for community based solutions, provide transparency in decision making, identify innovative solutions for community needs such as school reopenings, and provide the resources intended for counties to continue to respond to the COVID-19 pandemic.

The State received \$1.389 billion in Coronavirus Aid, Relief, and Economic Securities (CARES) Act Coronavirus Relief Fund (CRF) resources for COVID-19 related expenses. Federal guidance clarifies the State should provide 45 percent, or \$624.8 million, to counties and local governments. However, the State chose to only distribute \$200 million to local governments, and only on a reimbursement basis, further exacerbating the challenge of limited resources. Counties are poised to make the best decisions and investments for addressing the impact of the pandemic and reducing outbreak at the community level. The decision of the State to withhold, and ultimately spend resources intended for counties and local government response efforts makes it even more difficult for counties to effectively respond to the governor’s call for more assistance from counties.

“Counties want to make it clear that our focus is on preventing community spread, and we stand with the governor with regard to this work, but counties need the State’s help with resources, such as funding for public safety support, quarantine and isolation locations, testing, creative solutions for further mitigation, and economic stability,” said Nikkel.

AOC will soon issue a list of county resource needs for consideration of the governor and legislative leadership to support their work in reducing COVID-19 transmission, standing up



crippled businesses, and providing infrastructure and critical supports for educational, business, and other community needs.

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About AOC

The Association of Oregon Counties (AOC) unites Oregon's 36 county governments. Founded in 1906, AOC brings county officials together to advocate with a collective voice on state-wide and national policy, exchange ideas, build new leadership skills, and exercise exemplary leadership in public service, while enriching the public's understanding of county government.



COUNTY NEEDS ASSESSMENT QUESTIONNAIRE- COVID-19 AUGUST 21, 2020 - DECEMBER 30, 2020

AOC is asking counties to work within their internal process and teams to complete the below questionnaire on estimated need in a variety of areas from now through December 30, 2020.

AOC is seeking information on lost revenue, projected expenditures, and programs needed to help counties through COVID-19. While CARES Act resources have restrictions, AOC asks that counties look beyond those parameters to all county needs, including lost revenue sources such as the State Highway Fund.

The numbers do not need to be exact, rather, a rough estimate of what current projections you believe your county needs to continue to provide regular and pandemic related services for your communities.

*Please note, AOC is compiling this information to share with legislative leadership and the governor to present a case for disbursement of any remaining CARES Act funds and future federal COVID-19 relief packages to counties. This information may also help identify ways to leverage any existing State funding opportunities. AOC staff expect to follow up with additional requests as we know impacts to your budgets and services will endure into the next year and in some circumstances for several years into the future- i.e. roads.

PUBLIC HEALTH

Below, please fill out estimated funding needed to fulfill your county needs for public health related needs. The grid allows for responses for specific items, as well as overall public health needs. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Public Health	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)
Testing		
Contact Tracing		
Personal Protective Equipment		
Quarantine/Isolation		
Medical Expenses		
Payroll for Public Health		

Payroll for Human Services		
Training		
Telehealth Resources		
Payroll Expenses for Employees Dedicated to Mitigating or Responding to COVID-19		
Equipment Updates/Infrastructure		
Building/Capacity Needs		
Other		

MENTAL HEALTH

Below, please fill out estimated funding needed to fulfill your county needs for mental health related needs. The grid allows for responses for specific items, as well as overall mental health needs. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Mental Health	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)
Payroll for Mental Health		
Substance Abuse and Prevention Programs		
Personal Protective Equipment		
Telehealth Resources		
Medical Expenses		
Training		
Payroll Expenses for Employees Dedicated to Mitigating or Responding to COVID-19		
Equipment/Infrastructure Updates		

Building/Capacity Needs		
Other		

ECONOMIC

Below, please fill out estimated funding needed to fulfill your county needs for economic related needs. The grid allows for responses for specific items, as well as overall economic needs. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Economic	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)
Broadband		
Economic Support/Grants		
Personal Protective Equipment		
Training		
Payroll Expenses for Employees Dedicated to Mitigating or Responding to COVID-19		
Equipment Updates/Infrastructure		
Building/Capacity Needs		
Other		

TRANSPORTATION

Below, please fill out estimated funding needed to fulfill your county needs for transportation related needs. The grid allows for responses for specific items, as well as overall transportation needs. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Transportation	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)

Roads Funding (State Highway Fund Revenue)		
General Infrastructure		
Training		
Payroll Expenses for Employees Dedicated to Mitigating or Responding to COVID-19		
Other		

PUBLIC SAFETY

Below, please fill out estimated funding needed to fulfill your county needs for public safety related needs. The grid allows for responses for specific items, as well as overall public safety needs. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Public Safety	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)
Payroll for Public Safety		
Training		
Payroll Expenses for Employees Dedicated to Mitigating or Responding to COVID-19		
Other		

COMMUNITY SUPPORTS

Below, please fill out estimated funding needed to fulfill your county needs for community support related needs. The grid allows for responses for specific items, as well as overall community support needs. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Public Safety	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)
Child Care		
Training		
Payroll Expenses for Employees Dedicated to Mitigating or Responding to COVID-19		
Other		

OTHER

Below, please fill out estimated funding needed to fulfill any other county needs. The grid allows for you to add specific items. The most important information will be estimated expenditures from August 21 - December 30 of 2020, however, projected loss of revenue will help shape the needs discussion. Please add any items or programs that you believe are resources you need.

Other	Estimated Total Expenditures (08/21/20-12/30/20)	Estimated Lost Revenue (08/21/20-12/30/20)
Other		
Other		
Other		
Other		