

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 26, 2021 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. Amendment to 2019-21 Justice Reinvestment Grant – Additional Funding
5. **Public Hearing on the Approved Budget for Fiscal Year 2021-2022:** Discuss the budget for FY beginning July 1, 2021, as approved by the Morrow County Budget Committee (Kate Knop, Finance Director)
6. **Legislative Updates**
7. **Business Items**
  - a. County and Tallman Property (Jonathan Tallman)
  - b. COVID Safeguards Policy Update to Include Vaccinated Status (Lindsay Grogan, Human Resources Manager)
  - c. Oregon Health Authority Intergovernmental Agreement #170129 (Nazario Rivera, Public Health Department Director)
  - d. Morrow County Cattle Guard Policy Update (Matt Scrivner, Public Works Director)
  - e. **Authorization to submit pre-application, Department of Land Conservation & Development housing grant (Tamra Mabbott, Planning Director)**
  - f. Upper Conference Room Audio/Visual (Darrell Green, Administrator)
  - g. Building Projects Update
8. **Department Reports**
  - a. Road Department Monthly Report
9. **Correspondence**
10. **Commissioner Reports**
11. **Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
12. **Signing of documents**
13. **Adjournment**

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

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

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

### **Zoom Meeting Information**

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#



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

(For BOC Use)
Item #
4b

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

Presenter at BOC: Jessy Rose- LPSCC Coordinator
Department: LPSCC
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 5/26/2021

Amendment: 2019-21 Justice Reinvestment Grant- Additional Funding

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

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

Reviewed By:

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

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

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

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

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

Amended contract 2019 - 21 Justice Reinvestment Grant Program. Supplemental Grant approved in January 2021 Commission Meeting, additional \$24,960 to personnel.

**2. FISCAL IMPACT:**

Increase of grant funding: \$24,960

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

"Motion to approved Amended 2019-2021 Justice Reinvestment Grant that provides an additional \$24,960.00 to Morrow County."

Attach additional background documentation as needed.



CRIMINAL JUSTICE COMMISSION  
**CONTRACT SIGNATURE MEMO**

CONTRACT/GRANT AMOUNT: \$ 165,040.02

CONTRACT/GRANT #: JR-19-025

PROJECT START DATE:  
7/1/2019

PROJECT END DATE:  
12/31/2021

**MEMORANDUM TO:** Ken Sanchagrin, Executive Director

**ANALYST REVIEW:** Ian Davidson/Angel Jenkins

**TODAY'S DATE:** 2/8/2021

**GRANT RECEIVED:** 2019-21 Justice Reinvestment Grant

FORMULA AND COMPETITIVE FEDERAL AWARD received and requires acceptance.

The authorizing official must sign to accept the award and initial in the bottom right corner of each of the "special conditions pages." Following signature, the award will be electronically submitted to BJA/OJP for acceptance.

Contract has been reviewed and is recommended for signature.

GRANT AWARDS received should be reviewed for special conditions prior to recommending for signature.

If special conditions require satisfaction prior to funding, indicate by checking "HOLD."

HOLD

ACCOUNTING REQUIREMENTS:

Award Submitted to Accounting

New PCA Needed/Requested

Grant Phase Requested/Assigned

PCA Assigned

Grant Phase

Project Phase

**AWARD RECIPIENT:** Morrow County

**REMITTANCE ADDRESS:** PO BOX 159 Heppner, OR 97836

ACH Requested

CONTRACTS/GRANT AWARD AGREEMENTS ("Contract") should be reviewed prior to recommending for signature.

Complete the information appropriate for Contract, print, sign and submit to Agency Operations for funding resource assignment. Agency Operations will submit to the Executive Director for execution.

Contract has been reviewed and is recommended for signature.

FUNDING RESOURCE:

General Fund (GF)

Other Fund (OF)

Federal Fund (FF)

PCA Assigned 75511

Grant Phase

Project Phase

Target - 02

Vendor No. 1936002308

OR Tax ID No.

Agency OBJ

6325

Monthly Reimbursement

Quarterly Reimbursement

Advance at Request

Semi-Annual Advance

COBID Certified

NEW Contract for:

EXISTING Contract Amended:

Amended contract 2019 – 21 Justice Reinvestment Grant Program. Supplemental Grant approved in January 2021 Commission Meeting, additional \$24,960 to personnel.

ANALYST SIGNATURE

AGENCY OPERATIONS SIGNATURE

BY (ANALYST SIGNATURE)

DATE SIGNED

BY (OPERATIONS SIGNATURE)

DATE SIGNED

*Angel M Jenkins*

2/8/2021

CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT # JR-19-025

AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement # **JR-19-025** (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Morrow County (“Grantee”).

I. The Agreement is hereby amended as follows:

**A. The Budget Summary in Exhibit A is amended and restated as follows:**

**BUDGET SUMMARY:**

|   | Grant Funds Awarded                |
|---|------------------------------------|
| Personnel   | (\$125,592.00) <b>\$150,552.00</b> |
| 10% Victims: Children’s Advocacy Center of Jackson County | \$14,488.02                        |
| Total   | [\$140,080.02] <b>\$165,040.02</b> |

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to June 30, 2021, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

III. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement 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.

**Grantee**

By:

\_\_\_\_\_  
Signature of Grantee Date

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
State Tax ID Number

**Criminal Justice Commission**

By:

\_\_\_\_\_  
Ken Sanchagrín, Executive Director Date

**CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT**

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Criminal Justice Commission ("CJC") and Morrow County, ("Grantee" and, together with CJC, the "Parties"). This Agreement shall become effective on the later of July 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law.

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$140,080.02 (the "Grant Funds") to assist Grantee in implementing the project described in Exhibit A (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A:           **Project Description and Budget**  
Exhibit B:           **Subagreement Insurance Requirements**

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

3. **Reports.** Grantee shall submit the reports required by this section.

a. **Progress Reports.** Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, "Progress Reports"). Progress Reports must be received by CJC no later than January 25 and July 25 for the 6-month period preceding each of those dates. Progress Reports must be submitted through CJC's grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. **Financial Reports.** Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial



Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2020, May 30, 2020, September 30, 2020, and January 30, 2021. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Accounting/Pages/Travel.aspx>.

ii. When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjigrants@oregon.gov](mailto:cjigrants@oregon.gov).

iii. As specified in OAR 213-060-0050(3), no more than 10 percent of the Grant Funds may be used for administrative costs.

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

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantee is in compliance with the terms of this Agreement.

iii. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

v. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

vi. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

**5. Recovery of Unexpended Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

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

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

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

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**7. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, 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 Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

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

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

**8. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.*

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an 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 the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

**c. Procurements.**

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

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

9. **Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

10. **Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC 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 as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

11. **Termination**

a. **Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. 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. The Project would not produce results commensurate with the further expenditure of funds.

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

- I. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- II. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

## 12. GENERAL PROVISIONS

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and 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 contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim ), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC 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 CJC on the one hand and of 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. CJC'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 CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee'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; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

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

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

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any 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 CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,



produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

i. 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.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. **Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

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

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

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

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

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

Approved by Grantee

Melissa Lindsay January 15, 2020  
Signature of Grantee Date  
Melissa Lindsay, Chair, Board of Commissioners  
Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Michael Schmidt 1/21/20  
Signature Date  
Michael Schmidt, Executive Director

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated November 19, 2019

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

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

MORROW COUNTY, OREGON **CJ2020-0026**  
Commissioners' Journal 02/03/2020 2:17:51 PM



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



## EXHIBIT A

### Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* ("Grant Program") is to financially support Oregon localities in fulfilling the requirements of House Bill 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall establish a process to assess offenders in its county and provide a continuum of community-based sanctions, services and programs that results in progress on the following four goals of the Grant Program: (1) reducing recidivism of offenders, (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011, (3) increasing public safety, and (4) holding offenders accountable.

Project Start Date: July 1, 2019  
GRANT #: JR-19-025  
GRANTEE PROGRAM CONTACT:  
Dan Robbins  
EMAIL: dan.l.robblns@cc.doc.state.or.us  
TELEPHONE: 541-314-5222

Project End Date: December 31, 2021  
GRANTEE FISCAL CONTACT:  
Morrow County Sheriff's Office  
EMAIL: kmatlack@co.morrow.or.us  
TELEPHONE: 541-314-5201

#### BUDGET SUMMARY:

|   | Grant Funds Awarded |
|---|---------------------|
| Personnel:                                    | \$125,592.00        |
| 10% Victims: Domestic Violence Services, Inc. | \$14,488.02         |
| Total   | \$140,080.02        |

## EXHIBIT B

### Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

#### ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than  \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

#### iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee 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 Subagreement, for a minimum of 24 months following the later of: (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

**CERTIFICATE(S) OF INSURANCE.** Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

**INSURANCE REQUIREMENT REVIEW.** Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.



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

(For BOC Use)  
 Item #  
 4C

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

Presenter at BOC: P&P Director Dan Robbins      Phone Number (Ext): 5512  
 Department: Sheriff's Office      Requested Agenda Date: 3/18/2020  
 Short Title of Agenda Item:  
 (No acronyms please)      Justice Reinvestment Grant Amendment #1 on JR-19-025

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

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: State of Oregon  
 Contractor/Entity Address: 885 Summer St, NE, Salem, OR  
 Effective Dates – From: when fully executed      Through: 12-31-2021  
 Total Contract Amount: \$140,080.02      Budget Line: 510-113-3-30-3595  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

|  |  |
|--|--|
| <u>John A. Bowles</u> 3/12/20    Department Director<br>DATE | Required for all BOC meetings                            |
| <u>[Signature]</u> 3/23/20    Administrator<br>DATE          | Required for all BOC meetings                            |
| <u>R. Tovey email</u> 3-20-20    County Counsel<br>DATE      | *Required for all legal documents                        |
| _____    Finance Office<br>DATE                              | *Required for all contracts; other items as appropriate. |
| _____    Human Resources<br>DATE                             | *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)**

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

The following is from Ian T. Davidson, the State of Oregon Justice Reinvestment Program Manager with the Criminal Justice Commission:

We have conducted an internal review of our professional liability requirement for su-grantees in our grant agreements and have determined that a change is needed. Previously, we required \$2 million per claim and \$4 million on aggregate in coverage for personal liability. This change now only requires \$1 million in coverage per claim and \$3 million on aggregate in coverage for personal liability requirement. Attached is the grant agreement amendment which reflects the new coverage requirements. Please review, sign, and return the signed amendment. You may notify sub-grantees of the change immediately.

**2. FISCAL IMPACT:**

Less of an impact, than what was previously agreed to.

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

Commissioner Lindsay, BOC Chair, had signed the original grant agreement on Jan 15, 2020. Suggest review & sign.

Attach additional background documentation as needed.



CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT # JR-19-025  
AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement No. JR-19-025 ("Agreement") between the State of Oregon, acting by and through the Criminal Justice Commission ("CJC"), and Morrow County ("Grantee").

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. Paragraph ii. of Exhibit C (Subagreement Insurance Requirements) is amended and restated as follows:

ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than  \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement 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.

**Signatures follow on the next page.**

Justice Reinvestment Grant Program  
Grant No. JR-19-025  
Amendment No. 1

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

**Grantee**

By: Melissa Lindsay 3-25-20  
Signature of Grantee Date  
Melissa Lindsay, Chair, Board of Commissioners  
Name & Title

Federal Tax ID Number

State Tax ID Number

**Criminal Justice Commission**

By: Kenneth Sanchez 3-26-20  
Signature Date  
Michael Schmidt, Executive Director  
Kenneth Sanchez, Deputy Director

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated January 17, 2020.

MORROW COUNTY, OREGON **CJ2020-0068**  
Commissioners' Journal 04/27/2020 8:27:28 AM



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.  
Bobbi Childers - County Clerk





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

(For BOC Use)
Item #
5

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

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

Phone Number (Ext): 5302
Requested Agenda Date: 5/26/2021

Public hearing on the approved budget for fiscal year 2021-2022

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Kate Knop 5/24/21 Department Director Required for all BOC meetings
[Signature] 5/24/21 Administrator Required for all BOC meetings
County Council \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

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

Morrow County Budget Committee approved budget for fiscal year 2021-2022 on April 15, 2021. The total approved budget is \$60,760,485.

As required by ORS 294.438 - publication of notice of meeting, financial summary and budget summary and ORS 294.411 - requirement for financial summaries; a public hearing is scheduled to discuss the budget.

Since approval, public works submitted two requests:

1. Capital Outlay request for roof repair, \$49,750:
  - a. General fund, general maintenance, general ledger code: #101-121-5-40-4424;
  - b. Original appropriation in fiscal year 2020-2021 for \$42,000;
  - c. Project not started; and
  - d. Increase in material cost, \$7,750.
  
2. Capital Outlay request to increase vehicle cost up to \$60,000:
  - a. General fund, general maintenance, general ledger code: #101-121-5-40-4423;
  - b. Approved budget appropriation for fiscal year 2021-2022 is \$45,000;
  - c. Increase request for vehicle compatible for snow plow and flat bed attachments; and
  - d. Asset increase by \$15,000.

**2. FISCAL IMPACT:**

The approved budget is \$60,760,485. If approved, capital outlay requests for \$64,750 will increase general fund capital outlay to \$907,350 and decrease contingency to \$1,776,676.

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

1. Discussion and motion to approve budget changes in capital outlay for general maintenance; or
2. No motion carries approved budget forward for recommended adoption on June 23, 2021.

Attach additional background documentation as needed.

## FORM LB-1

## NOTICE OF BUDGET HEARING

A public meeting of the Morrow County Board of Commissioners (governing body) will be held on May 26, 2021 at 9:00 am at the Bartholomew Building, Upper Conference Room 110 N. Court St. Heppner, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2021 as approved by the Morrow County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Morrow County Bartholomew Building located at 110 N. Court St. Heppner, OR between the hours of 8:00 a.m. and 5:00 p.m. or online at [www.co.morrow.or.us](http://www.co.morrow.or.us). This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Kate Knop

Telephone: (541) 676-5615 Email: [kknop@morrow.or.us](mailto:kknop@morrow.or.us)**FINANCIAL SUMMARY - RESOURCES**

| TOTAL OF ALL FUNDS  | Actual Amount<br>2019-20 | Adopted Budget<br>This Year 2020-21 | Proposed Budget<br>Next Year 2021-22 |
|---|--------------------------|-------------------------------------|--------------------------------------|
| Beginning Fund Balance/Net Working Capital                            | 12,597,667               | 14,623,534                          | 19,418,908                           |
| Fees, Licenses, Permits, Fines, Assessments & Other Service Charges   | 7,832,235                | 7,860,110                           | 9,748,909                            |
| Federal, State and All Other Grants, Gifts, Allocations and Donations | 8,367,829                | 9,450,615                           | 9,534,279                            |
| Revenue from Bonds and Other Debt                                     | -                        | -                                   | -                                    |
| Interfund Transfers / Internal Service Reimbursements                 | 6,089,700                | 7,084,617                           | 9,837,907                            |
| All Other Resources Except Property Taxes                             | 3,013,005                | 485,665                             | 762,968                              |
| Property Taxes Estimated to be Received                               | 9,793,835                | 10,794,648                          | 11,457,514                           |
| <b>Total Resources</b>  | <b>47,694,271</b>        | <b>50,299,189</b>                   | <b>60,760,485</b>                    |

**FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION**

|   |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| Personnel Services  | 11,631,964        | 12,947,680        | 13,457,068        |
| Materials and Services  | 7,905,479         | 10,332,410        | 9,702,131         |
| Capital Outlay  | 1,780,885         | 5,797,614         | 10,197,441        |
| Debt Service  | 372,622           | 394,000           | 588,388           |
| Interfund Transfers   | 6,137,351         | 7,586,576         | 10,614,492        |
| Contingencies   | -                 | 3,209,734         | 2,948,053         |
| Special Payments  | 3,379,348         | 3,095,392         | 4,866,943         |
| Unappropriated Ending Balance and Reserved for Future Expenditure | 16,486,622        | 6,935,783         | 8,385,969         |
| <b>Total Requirements</b>   | <b>47,694,271</b> | <b>50,299,189</b> | <b>60,760,485</b> |

**FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM \***

| Name of Organizational Unit or Program<br>FTE for that unit or program |           |           |           |
|--|-----------|-----------|-----------|
| Board of Commissioners   | 566,758   | 633,900   | 676,593   |
| FTE  | 5         | 5         | 5         |
| Administration   | 546,950   | 572,920   | 600,944   |
| FTE  | 5         | 5         | 5         |
| County Assessor/Tax Collector  | 830,152   | 876,970   | 931,195   |
| FTE  | 7         | 7         | 7         |
| County Treasurer   | 125,119   | 138,825   | 137,565   |
| FTE  | 1         | 1         | 1         |
| County Clerk   | 327,725   | 346,657   | 365,424   |
| FTE  | 3         | 3         | 3         |
| Veterans   | 112,931   | 108,941   | 111,180   |
| FTE  | 2         | 2         | 2         |
| Board of Equalization  | 2,339     | 2,882     | 2,936     |
| FTE  | -         | -         | -         |
| Justice Court  | 294,268   | 335,161   | 335,763   |
| FTE  | 3         | 3         | 3         |
| District Attorney  | 406,151   | 430,148   | 439,146   |
| FTE  | 3         | 3         | 3         |
| Juvenile   | 296,100   | 409,374   | 410,274   |
| FTE  | 3         | 3         | 3         |
| Sheriff  | 4,353,258 | 4,605,707 | 4,652,937 |
| FTE  | 31        | 31        | 31        |
| Health   | 1,275,553 | 1,518,939 | 1,559,374 |
| FTE  | 11        | 11        | 11        |
| Planning   | 310,175   | 377,323   | 639,587   |
| FTE  | 4         | 4         | 5         |
| Community Development  | 33,555    | 150,052   | 156,757   |
| FTE  | 1         | 1         | 1         |
| Emergency Management   | 27,234    | 43,807    | 125,933   |
| FTE  | -         | -         | 1         |

|                                      |           |           |           |
|--------------------------------------|-----------|-----------|-----------|
| Surveyor                             | 38,104    | 179,226   | 169,183   |
| FTE                                  | -         | 1         | 1         |
| Museum                               | 11,000    | 11,000    | 11,000    |
| FTE                                  | -         | -         | -         |
| Public Works Administration          | 255,297   | 573,800   | 76,085    |
| FTE                                  | -         | -         | -         |
| Public Works General Maintenance     | 499,327   | 590,058   | 646,764   |
| FTE                                  | 3         | 3         | 3         |
| Solid Waste Transfer Station - North | 60,991    | 37,670    | 44,425    |
| FTE                                  | 1         | 1         | 1         |
| Solid Waste Transfer Station - South | 69,753    | 65,221    | 60,706    |
| FTE                                  | 1         | 1         | 1         |
| Transfers to Other Funds             | 494,000   | 1,080,172 | 3,042,189 |
| FTE                                  | -         | -         | -         |
| Computer                             | 190,807   | 190,267   | 221,759   |
| FTE                                  | -         | -         | -         |
| Weed Dept.                           | 125,436   | 156,326   | 142,668   |
| FTE                                  | 1         | 1         | 1         |
| Heritage Trail                       | 17,866    | 18,095    | 32,063    |
| FTE                                  | -         | -         | -         |
| Road Equipment Reserve               | 1,262,637 | 1,332,841 | 2,237,911 |
| FTE                                  | -         | -         | -         |
| Road                                 | 8,839,660 | 8,860,421 | 8,569,795 |
| FTE                                  | 21        | 21        | 21        |
| Finley Buttes Trust                  | 977,003   | 1,273,337 | 1,824,613 |
| FTE                                  | -         | -         | -         |
| Commission on Children & Families    | -         | -         | -         |
| FTE                                  | -         | -         | -         |
| Airport                              | 89,569    | 1,187,846 | 968,980   |
| FTE                                  | -         | -         | -         |
| Law Library                          | 37,333    | 41,565    | 42,506    |
| FTE                                  | -         | -         | -         |
| 911 Emergency                        | 624,384   | 869,224   | 1,281,780 |
| FTE                                  | 5         | 5         | 5         |
| Surveyor Preservation                | 243,187   | 253,876   | 255,876   |
| FTE                                  | -         | -         | -         |
| CSEPP                                | -         | -         | -         |
| FTE                                  | -         | -         | -         |
| Finley Buttes License Fees           | 2,939,879 | 1,904,478 | 2,179,368 |
| FTE                                  | -         | -         | -         |
| County School                        | 237,472   | 201,060   | 201,350   |
| FTE                                  | -         | -         | -         |
| Ione School                          | 23,490    | 20,240    | 20,265    |
| FTE                                  | -         | -         | -         |
| Fair                                 | 399,672   | 409,390   | 404,310   |
| FTE                                  | 1         | 1         | 1         |
| Computer Reserve                     | 46,274    | 67,071    | 77,006    |
| FTE                                  | -         | -         | -         |
| Special Transportation               | 532,127   | 2,128,060 | 1,394,475 |
| FTE                                  | 1         | 1         | 1         |
| Programming Reserve                  | 102,891   | 92,773    | 114,955   |
| FTE                                  | -         | -         | -         |
| Enforcement                          | 23,892    | 24,403    | 22,721    |
| FTE                                  | -         | -         | -         |
| Video Lottery Economic Development   | 149,492   | 141,893   | 132,545   |
| FTE                                  | -         | -         | -         |
| Victims/Witness Assistance           | 129,698   | 108,876   | 143,769   |
| FTE                                  | 1         | 1         | 1         |
| Willow Creek Wind Fees               | 138,096   | 123,167   | 136,885   |
| FTE                                  | -         | -         | -         |
| CAMI Grant                           | 57,791    | 36,920    | 65,328    |
| FTE                                  | -         | -         | -         |
| Weed Equipment Reserve               | 15,649    | 20,640    | 25,797    |
| FTE                                  | -         | -         | -         |
| STF Vehicle Reserve                  | 215,542   | 146,250   | 578,449   |
| FTE                                  | -         | -         | -         |

|                                |                   |                   |                   |
|--------------------------------|-------------------|-------------------|-------------------|
| Fair Roof Reserve              | 22,715            | 22,335            | 27,052            |
| FTE                            | -                 | -                 | -                 |
| Capital Improvement Fund       | 410,377           | 424,049           | 5,117,322         |
| FTE                            | -                 | -                 | -                 |
| Safety Committee               | 26,902            | 22,356            | 18,892            |
| FTE                            | -                 | -                 | -                 |
| Bleacher Reserve               | 29,771            | 25,724            | 25,985            |
| FTE                            | -                 | -                 | -                 |
| Rodeo                          | 29,269            | 10,000            | 20,000            |
| FTE                            | -                 | -                 | -                 |
| Justice Court Bails/Fines      | 452,332           | 593,253           | 529,190           |
| FTE                            | -                 | -                 | -                 |
| Clerk's Records                | 22,132            | 23,357            | 23,503            |
| FTE                            | -                 | -                 | -                 |
| DUII Impact                    | 30,047            | 30,174            | 30,007            |
| FTE                            | -                 | -                 | -                 |
| Fair Improvement Reserve       | 16,057            | 21,097            | 26,258            |
| FTE                            | -                 | -                 | -                 |
| Building Permit                | 923,996           | 989,499           | 1,282,736         |
| FTE                            | -                 | -                 | -                 |
| Cutsforth Park                 | 86,360            | 88,230            | 91,131            |
| FTE                            | 1                 | -                 | -                 |
| Anson Wright Park              | 60,776            | 60,755            | 65,278            |
| FTE                            | -                 | -                 | -                 |
| ATV Park                       | 1,021,096         | 916,516           | 804,700           |
| FTE                            | 1                 | 2                 | 2                 |
| Fairground Park                | 1,890             | 1,941             | 1,941             |
| FTE                            | -                 | -                 | -                 |
| Equity                         | 626,498           | 523,000           | 21,000            |
| FTE                            | -                 | -                 | -                 |
| Building Reserve               | 835,571           | 1,070,818         | 1,338,623         |
| FTE                            | -                 | -                 | -                 |
| Liquor Control                 | 867               | 883               | 887               |
| FTE                            | -                 | -                 | -                 |
| Water Planning                 | 6,258             | 6,258             | 258               |
| FTE                            | -                 | -                 | -                 |
| Forest Service Fund            | 76,846            | 71,237            | 78,538            |
| FTE                            | -                 | -                 | -                 |
| Court Security                 | 146,344           | 127,682           | 89,351            |
| FTE                            | -                 | -                 | -                 |
| Echo Wind Fees                 | 101,462           | 97,310            | 101,885           |
| FTE                            | -                 | -                 | -                 |
| Shepherds Flat Fees            | 1,725,946         | 1,822,490         | 1,672,351         |
| FTE                            | -                 | -                 | -                 |
| STO Operating                  | 112,718           | 116,756           | 403,080           |
| FTE                            | 1                 | 1                 | 1                 |
| Community Corrections          | 1,024,617         | 1,057,608         | 933,824           |
| FTE                            | 3                 | 3                 | 3                 |
| PGE Carty                      | 2,345,903         | 2,374,677         | 2,450,694         |
| FTE                            | -                 | -                 | -                 |
| Sheriff Reserve                | 14,834            | 27,600            | 23,760            |
| FTE                            | -                 | -                 | -                 |
| Wheatridge Wind                | -                 | -                 | 1,500,000         |
| FTE                            | -                 | -                 | -                 |
| Resiliency Fund                | -                 | -                 | 500,000           |
| FTE                            | -                 | -                 | -                 |
| Non-Departmental / Non-Program | 9,186,100         | 7,075,812         | 7,311,105         |
| FTE                            | -                 | -                 | -                 |
| <b>Total Requirements</b>      | <b>47,694,271</b> | <b>50,299,189</b> | <b>60,760,485</b> |
| Total FTE                      | 119               | 121               | 123               |

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

For budget year 2021 - 2022, revenue and expenditures are increasing twenty-seven percent over prior 2020-2021 adopted budget. Property tax is budgeted to increase \$662,866 . The credit bond dollars approved in 2020-2021 are appropriated between fiscal years of 2020 - 2022 in the amount of \$6,900,000. The costs of personnel are rising with two new additional full-time employees added to the planning and emergency management departments. Additionally, increasing costs in County-provided health insurance benefits, cost-of-living adjustments (2.5%), and contributions to the Morrow County retirement plans continue to rise. Interfund transfers increased by \$2,753,290, to \$9,837,907, from 2020-2021 including: \$500,000 to resiliency fund for grant dollars; \$2,888,388 to capital improvement fund for the north-end facility, courthouse improvements, and a public works facility in Boardman. The road fund budget is \$8,569,795 and supported by \$4,246,667 in interfund transfers. Finally, the estimated balance on long-term debt , including the credit bond, equipment leases, and building loan are \$7,976,771.

**PROPERTY TAX LEVIES**

|   | Rate or Amount Imposed | Rate or Amount Imposed | Rate or Amount Approved |
|---|------------------------|------------------------|-------------------------|
| Permanent Rate Levy (rate limit 4.1347 per \$1.000) | 4.13470                | 4.13470                | 4.13470                 |
| Local Option Levy                                   | -                      | -                      | -                       |
| Levy For General Obligation Bonds                   | -                      | -                      | -                       |

**STATEMENT OF INDEBTEDNESS**

| LONG TERM DEBT                       | Estimated Debt Outstanding on July 1. | Estimated Debt Authorized, But Not Incurred on July 1 |
|--------------------------------------|---------------------------------------|---|
| General Obligation Bonds             | -                                     | -   |
| Other Bonds                          | 6,900,000                             | -   |
| Other Borrowings - Capital Leases    | 353,470                               | -   |
| Other Borrowings - Construction Loan | 723,301                               | -   |
| <b>Total</b>                         | <b>7,976,771</b>                      | <b>-</b>  |





## Capital Outlay Budget Request Form

(To be completed for all individual expenditures/projects > \$5,000)

Date Submitted: 4-27-2021

### 1. Project Details

Project Name: EOC roof repair Life (years): 20  
 Project Originator (Name): Anthony Clement Phone: 541-240-1791  
 Department: General Maintenance Location: Morrow County EOC  
 Desired project timing: Start Date: August 2022 Completion Date: October 2022

### 2. Project Description/Justification

Include a detailed description of the project and justification. Attach add'l documentation as necessary.

Project was originally budgeted for 19-20 budget year. Project was put out to bid and received no bids. A contractor has recently shown interest but will not be able to complete/start project until Aug/SEP of 2022. The project was originally funded for \$42,000, with an increase in construction materials, 49,750 is now being requested

### 3. Project Cost Estimate

Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach a Public Works/Maintenance Cost Estimate.

Include in Fiscal Year 2021-2022 Budget:  YES  NO Amount: \$49,750



# Capital Outlay Budget Request Form

(To be completed for all individual expenditures/projects > \$5,000)

Date Submitted: \_\_\_\_\_

## 1. Project Details

Project Name: General Maintenance Supervisor P. of P. [unclear] Life (years): \_\_\_\_\_  
 Project Originator (Name): Anthony Clement Phone: 541-240-1991  
 Department: Public Works Location: \_\_\_\_\_  
 Desired project timing: Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

## 2. Project Description/Justification

Include a detailed description of the project and justification. Attach add'l documentation as necessary.

My increase in maintenance issues/costs with the 2009 Ford F550 driven by the General Maintenance Supervisor has prompted this request. There will also be a need for increased trips between North and South County. This need arises with the construction of the new County Administrative Facility in North County. The General Maintenance Supervisor will be making a minimum of weekly trips to ensure the Counties needs are being addressed to during the construction phase of this project.

I will be securing a comparable chassis that will enable snow plow, sander, and flat bed(w/boxes) to be reused and cut costs.

## 3. Project Cost Estimate

Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach a Public Works/Maintenance Cost Estimate.

Include in Fiscal Year 2021-2022 Budget:

YES  NO

Amount: \$

\$60,000

# Legislative Updates

HB, SB or LC #: SB 866

Summary of Bill or LC:

Permits municipality to State of Oregon Department of Consumer and Business Services to contract with person to administer and enforce building inspection program and act as building official. Specifies conditions under which municipality may procure services from contract building official.

Parties involved:

Impact to Morrow County:

Passed –

Would provide county the option to contract with a third party, private firm to provide professional building inspection services.

Not passed-

Options would remain a direct hire as a county employee to serve as Building Official or contract with state or a municipality.

Recommendation to Commissioners:

Support

# Senate Bill 866

Sponsored by Senator ANDERSON, Representative GOMBERG

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Permits municipality or Department of Consumer and Business Services to contract with person to administer and enforce building inspection program and act as building official.

Specifies conditions under which municipality may procure services from contract building official.

## A BILL FOR AN ACT

1  
2 Relating to building code enforcement; creating new provisions; and amending ORS 455.148, 455.150,  
3 455.715, 455.732 and 455.740.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. Sections 2 to 5 of this 2021 Act are added to and made a part of ORS 455.100**  
6 **to 455.450.**

7 **SECTION 2. (1) As used in sections 2 to 5 of this 2021 Act:**

8 (a) **"Building official" has the meaning given that term in ORS 455.715.**

9 (b) **"Contract building official" means an owner, manager or employee of a person that**  
10 **the Director of the Department of Consumer and Business Services has licensed to perform**  
11 **specialty code inspections and plan reviews under ORS 455.457 and that engages in the busi-**  
12 **ness of providing the services described in ORS 455.148 (3) and 455.150 (3) to one or more**  
13 **municipalities to which the director has delegated a building inspection program.**

14 (c) **"Discretionary decision" means:**

15 (A) **Waiving a plan review, an inspection or a provision of the state building code; or**

16 (B) **Allowing an alternative material, design or method of construction.**

17 (d) **"Qualified employee" means an individual that a municipality employs and has desig-**  
18 **ned to ratify or disapprove a contract building official's discretionary decisions and who:**

19 (A) **Before exercising oversight over a contract building official, completed, with any ap-**  
20 **plicable certification or other evidence of completion, basic training that the director deter-**  
21 **mines is necessary; and**

22 (B) **Within 180 days after a municipality's designation of the individual as a qualified**  
23 **employee, completed, with any applicable certification or other evidence of completion, any**  
24 **advanced training that the director determines is necessary.**

25 (2)(a) **Notwithstanding ORS 455.148 (3) and 455.150 (3), a city that procured services from**  
26 **a contract building official on or after January 1, 2018, and before the effective date of this**  
27 **2021 Act may continue to procure or may again procure services from a contract building**  
28 **official on and after the effective date of this 2021 Act only if the city complies with the**  
29 **provisions of sections 2 to 5 of this 2021 Act. A city that did not procure services from a**  
30 **contract building official before January 1, 2018, may not procure services from a contract**

NOTE: Matter in boldfaced type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.  
New sections are in boldfaced type.

1 building official unless:

2 (A) The city procures services from a contract building official for a period of not more  
3 than 180 days while recruiting for an individual to employ as a building official; or

4 (B) The city receives approval from the director to procure services from a contract  
5 building official for not more than 180 additional days after the period described in subpara-  
6 graph (A) of this paragraph upon a showing that the city's recruitment to employ a building  
7 official remains active after the period described in subparagraph (A) of this paragraph.

8 (b) A county may procure services from a contract building official after the effective  
9 date of this 2021 Act only if the county complies with the provisions of sections 2 to 5 of this  
10 2021 Act and only if the county's procurement occurs for the periods and under the circum-  
11 stances described for cities in paragraph (a)(A) and (B) of this subsection.

12 (3)(a) A contract building official shall notify a qualified employee in writing of each of  
13 the contract building official's discretionary decisions. The contract building official shall  
14 notify a permit applicant of each discretionary decision that relates to the permit application.  
15 The notice must list and describe available opportunities for a hearing and appeal of the de-  
16 cision.

17 (b) A qualified employee must review and ratify or disapprove a contract building  
18 official's discretionary decision within 30 days after receiving notice of the decision.

19 (4)(a) Except as otherwise provided in paragraph (b) of this subsection, a municipality  
20 that procures services from a contract building official must establish a local board to which  
21 a permit applicant may appeal a contract building official's discretionary decisions.

22 (b)(A) A city need not establish a local board if the county within which the city is lo-  
23 cated, or an adjacent county, has a local board that hears, in accordance with this section,  
24 all appeals of the discretionary decisions of the city's contract building official. A county  
25 need not establish a local board if an adjacent county has a local board that hears, in ac-  
26 cordance with this section, all appeals of the discretionary decisions of the county's contract  
27 building official or the discretionary decisions of all contract building officials for cities lo-  
28 cated within the county.

29 (B) A city may enter into an agreement with the county within which the city is located,  
30 or an adjacent county, to hear appeals in accordance with this section. A county may enter  
31 into an agreement with an adjacent county to hear appeals in accordance with this section.

32 (c) A local board that a city establishes under paragraph (a) of this subsection must in-  
33 clude as a member the building official of the county within which the city is located or the  
34 building official of an adjacent county. A local board that a county establishes under para-  
35 graph (a) of this subsection must include as a member a building official from an adjacent  
36 county.

37 (d) A local board described in paragraph (a) of this subsection may not include as a  
38 member any contract building official or an owner, manager, director, officer or employee  
39 of a person, other than an employee of the municipality, that performs building inspections.  
40 An individual who engages in the business of building design or construction may be a  
41 member of the local board, but may not hear an appeal of a contract building official's dis-  
42 cretionary decision concerning a project that involves a business, or a competitor of a busi-  
43 ness, that:

44 (A) The individual owns or manages or for which the individual provides services as an  
45 employee, agent or contractor; or

1 (B) A family member or a member of the individual's household owns or manages or for  
2 which the family member or member of the household provides services as an employee,  
3 agent or contractor.

4 (5)(a) The appeal rights to which a permit applicant is entitled before a local board de-  
5 scribed in subsection (4) of this section must be in addition to and not in lieu of any other  
6 rights of appeal the permit applicant may have. A municipality shall require a permit appli-  
7 cant to submit any appeal within 30 days after receiving a notice concerning the permit ap-  
8 plication under subsection (3) of this section and the local board must review and issue a  
9 determination of the appeal within 30 days after receiving notice of the appeal.

10 (b) In an appeal under subsection (4) of this section, a permit applicant must establish  
11 by a preponderance of the evidence that overturning the discretionary decision of the con-  
12 tract building official will not create a dangerous or unsafe condition or decrease the mini-  
13 mum fire and life safety standards set forth in the relevant code.

14 (6)(a) A city that procures services from a contract building official shall have an inde-  
15 pendent auditor examine the finances of the city's building inspection program at least once  
16 every two years. The city may have the audit performed in conjunction with an audit under  
17 ORS 297.425. A county that procures services from a contract building official shall have an  
18 audit performed that covers the period of time during which the contract building official  
19 performed services for the county.

20 (b) At a minimum, an audit under this subsection must examine all collections and usage  
21 of permit fees and all expenditures of moneys that have occurred from the proceeds of the  
22 fees since the last audit or since a municipality began procuring services from the contract  
23 building official, whichever period is shorter, and must verify that the municipality dedicates  
24 all fees the municipality collects for plan review, permit issuance or administering and en-  
25 forcing specialty codes only to the purposes specified in ORS 455.210 and 479.845.

26 (c) A municipality shall make the results of each audit available to the public by easily  
27 accessible electronic means, including by posting the results on the municipality's website.

28 (7) A city that procured services from a contract building official within the period de-  
29 scribed in subsection (2) of this section may at any time choose to procure services from a  
30 different contract building official, may employ a building official or, in cooperation with  
31 another municipality, may appoint a building official employed by the other municipality to  
32 administer a building inspection program for both the city and the other municipality.

33 (8)(a) If the director has reason to believe that a violation of this section has occurred,  
34 the director may:

35 (A) Examine a municipality's building code inspection, administration and enforcement  
36 activities and the activities of the contract building official from which the municipality  
37 procured services;

38 (B) Perform an investigation and take sworn testimony; and

39 (C) Issue subpoenas, subject to the authorization of the Attorney General, to persons or  
40 for records for the purpose of obtaining testimony, documents and information about a  
41 municipality's official actions or omissions and the actions or omissions of a contract build-  
42 ing official, including information that is subject to public inspection under ORS 192.311 to  
43 192.478.

44 (b) Before taking an action under paragraph (a) of this subsection, the director shall  
45 notify the municipality and the contract building official that are the subjects of the

1 director's intended action. In the notice, the director shall set forth the reasons the director  
2 believes a violation has occurred and cite any applicable statutes or rules. The director may  
3 immediately take an action described in paragraph (a) of this subsection if the director does  
4 not receive a satisfactory response within 30 days after the date of the director's notice.

5 (9)(a) If the director finds that a violation of this section has occurred, the director may  
6 issue and serve a written order upon a municipality, or upon a contract building official from  
7 which the municipality procured services, that specifies corrective action. The order must  
8 state the facts and identify applicable law that forms the basis for the director's finding that  
9 a violation has occurred and must give the municipality or the contract building official  
10 reasonable time, which may not be less than 10 business days, within which to perform the  
11 director's specified corrective action.

12 (b) In addition to the corrective action described in paragraph (a) of this subsection, the  
13 director may require the municipality to:

14 (A) Increase the frequency of the audit required under subsection (6) of this section to  
15 once per year.

16 (B) Submit a written plan that describes how the municipality will achieve compliance  
17 with this section. If the director accepts the plan, the director shall incorporate the pro-  
18 visions of the plan into an order that is binding upon the municipality.

19 (C) State and document the actions that the municipality has undertaken independently  
20 to correct the violation.

21 (c) If the director finds that a pattern of violations of this section has occurred:

22 (A) The municipality that is the subject of the director's finding may not procure services  
23 from a contract building official and shall, within 180 days after the date of the director's  
24 finding:

25 (i) Employ a building official;

26 (ii) Appoint a building official in cooperation with another municipality and agree with  
27 the other municipality that the building official shall perform services for both munici-  
28 palities; or

29 (iii) Abandon the municipality's building inspection program in accordance with ORS  
30 455.148 and 455.150; and

31 (B) The director may suspend, revoke, deny or refuse to renew the certification of the  
32 contract building official that is the subject of the director's finding. An action of the direc-  
33 tor under this subparagraph does not affect a municipality's ability to procure services from  
34 a different contract building official with a valid certification.

35 (d) In any proceeding under paragraph (c)(B) of this subsection, the municipality that  
36 appoints or employs the contract building official may appear as a party in interest, either  
37 for or against the director's proposed action.

38 **SECTION 3.** (1) A municipality may enact or adopt an ordinance or resolution or take  
39 another legislative action to ratify the discretionary decisions that a contract building official  
40 made before the effective date of this 2021 Act.

41 (2) If a municipality ratifies a discretionary decision that a contract building official made  
42 on behalf of the city as part of the administration and enforcement of a building inspection  
43 program before the effective date of this 2021 Act, the contract building official's discre-  
44 tionary decision is lawful to the same extent that the discretionary decision would be lawful  
45 if the municipality had made the discretionary decision.

1 (3) A permit or certificate of occupancy that a municipality ratifies under this section is  
2 presumed valid.

3 **SECTION 4.** (1) A building official, a contract building official, an inspector, a plan re-  
4 viewer or another person that provides building inspection services under contract with a  
5 municipality is a public official for the purposes of ORS chapter 244.

6 (2) In addition to and not in lieu of the authority of the Oregon Government Ethics  
7 Commission, the Director of the Department of Consumer and Business Services has the  
8 authority to suspend, revoke, deny, condition or refuse to renew a license, certification or  
9 registration of a building official, contract building official, inspector, plan reviewer or other  
10 person that provides building inspection services under contract with a municipality if the  
11 director determines that the building official, contract building official, inspector, plan re-  
12 viewer or other person or an owner, director, officer, manager, member or majority share-  
13 holder of the building official, contract building official, inspector, plan reviewer or other  
14 person has violated ORS 244.025, 244.040, 244.047, 244.175, 244.177 and 244.179 or has engaged  
15 in an actual conflict of interest as defined in ORS 244.020.

16 (3) A determination of the director under subsection (2) of this section does not bind the  
17 Oregon Government Ethics Commission.

18 **SECTION 5.** (1) A city that intends to continue to procure services from a contract  
19 building official shall, on or after the effective date of this 2021 Act:

- 20 (a) Comply with section 2 of this 2021 Act; and
- 21 (b) Submit an updated operating plan to the Director of the Department of Consumer and  
22 Business Services that outlines the city's plan for compliance with section 2 of this 2021 Act.

23 (2) A city that does not comply with section 2 of this 2021 Act or does not submit an  
24 updated operating plan as provided in subsection (1)(b) of this section may not procure ser-  
25 vices from a contract building official unless the city's procurement occurs for the periods  
26 and under the circumstances described in section 2 (2)(a)(A) and (B) of this 2021 Act.

27 **SECTION 6.** Section 7 of this 2021 Act is added to and made a part of ORS chapter 12.

28 **SECTION 7.** An action to challenge the validity of a building permit that a contract  
29 building official, as defined in section 2 of this 2021 Act, issued before the effective date of  
30 this 2021 Act on the basis that the contract building official lacked the authority to issue the  
31 building permit or to make a discretionary decision, as defined in section 2 of this 2021 Act,  
32 must be commenced on or before December 31, 2024.

33 **SECTION 8.** ORS 455.148 is amended to read:

34 455.148. (1)(a) A municipality that assumes the administration and enforcement of a building in-  
35 spection program shall administer and enforce the program for all of the following:

- 36 (A) The state building code, as defined in ORS 455.010, except as set forth in paragraph (b) of  
37 this subsection.
- 38 (B) Manufactured dwelling installation requirements under ORS 446.155, 446.185 (1) and 446.230.
- 39 (C) Manufactured dwelling parks and mobile home parks under ORS chapter 446.
- 40 (D) Park and camp programs regulated under ORS 455.680.
- 41 (E) Tourist facilities regulated under ORS 446.310 to 446.350.
- 42 (F) Manufactured dwelling alterations regulated under ORS 446.155.
- 43 (G) Accessory buildings or structures under ORS 446.253.
- 44 (H) Boilers and pressure vessels described in rules adopted under ORS 480.525 (5).
- 45 (b) A building inspection program of a municipality may not include:



1 (A) Boiler and pressure vessel programs under ORS 480.510 to 480.670 except those described  
 2 in rules adopted under ORS 480.525 (5);

3 (B) Elevator programs under ORS 460.005 to 460.175;

4 (C) Amusement ride regulation under ORS 460.310 to 460.370;

5 (D) Prefabricated structure regulation under ORS chapter 455;

6 (E) Manufacture of manufactured dwelling programs under ORS 446.155 to 446.285, including the  
 7 administration and enforcement of federal manufactured dwelling construction and safety standards  
 8 adopted under ORS 446.155 or the National Manufactured Housing Construction and Safety Stan-  
 9 dards Act of 1974;

10 (F) Licensing and certification, or the adoption of statewide codes and standards, under ORS  
 11 chapter 446, 447, 455, 479 or 693; or

12 (G) Review of plans and specifications as provided in ORS 455.685.

13 (2) A municipality that administers a building inspection program as allowed under this section  
 14 shall do so for periods of four years. The Department of Consumer and Business Services shall adopt  
 15 rules to adjust time periods for administration of a building inspection program to allow for vari-  
 16 ations in the needs of the department and participants.

17 [(3)] **(3)(a)** [*When*] **If** a municipality administers a building inspection program, the governing  
 18 body of the municipality shall, unless other means are already provided, appoint **or employ** a person  
 19 to **serve as a building official, who will** administer and enforce the building inspection program[,  
 20 *who shall be known as the building official*]. **Under the circumstances described in section 2 (2)**  
 21 **of this 2021 Act, a municipality may for the same purpose enter into a contract with a con-**  
 22 **tract building official, as defined in section 2 of this 2021 Act.** A building official **or contract**  
 23 **building official** shall, in the municipality [*for which*] **that appointed or employed the building**  
 24 **official or that contracted with the contract building official**, attend to all aspects of code  
 25 enforcement, including the issuance of all building permits. Two or more municipalities may combine  
 26 in the appointment of a single building official **or in a contract for a single contract building**  
 27 **official** for the purpose of administering a building inspection program within [*their communities*]  
 28 **each municipality.**

29 **(b) A contract between a municipality and a contract building official is subject to appli-**  
 30 **cable provisions of ORS chapters 279A, 279B and 279C.**

31 (4)(a) By January 1 of the year preceding the expiration of the four-year period described in  
 32 subsection (2) of this section, the governing body of the municipality shall notify the Director of the  
 33 Department of Consumer and Business Services and, if the municipality is not a county, notify the  
 34 county whether the municipality will continue to administer and enforce the building inspection  
 35 program after expiration of the four-year period.

36 (b) Notwithstanding the January 1 date set forth in paragraph (a) of this subsection, the director  
 37 and the municipality and, if the municipality is not a county, the county may by agreement extend  
 38 that date to no later than March 1.

39 (5) If a city does not notify the director, or notifies the director that [*it*] **the city** will not ad-  
 40 minister the building inspection program, the county or counties [*in*] **within** which the city is lo-  
 41 cated shall administer and enforce the county program within the city in the same manner as the  
 42 program is administered and enforced outside the city, except as provided by subsection (6) of this  
 43 section.

44 (6) If a county does not notify the director, or notifies the director that [*it*] **the county** will not  
 45 administer and enforce a building inspection program, the director shall contract with a municipality

1 or other person or use such state employees or state agencies as are necessary to administer and  
 2 enforce a building inspection program, and permit or other fees arising *[therefrom shall]* **from the**  
 3 **building inspection program must** be paid into the Consumer and Business Services Fund created  
 4 by ORS 705.145 and credited to the account responsible for paying the expenses *[thereof]* **of the**  
 5 **department related to administering and enforcing the building inspection program.** A state  
 6 employee may not be displaced as a result of using contract personnel.

7 (7) The governing body of a municipality may commence responsibility for the administration  
 8 and enforcement of a building inspection program beginning July 1 of any year by notifying the di-  
 9 rector no later than January 1 of the same year and obtaining the director's approval of an as-  
 10 sumption plan as described in subsection (11)(c) of this section.

11 (8) The department shall adopt rules to require the governing body of each municipality assum-  
 12 ing or continuing a building inspection program under this section to submit a written plan with the  
 13 notice required under subsection (4) or (7) of this section. If the department is the governing body,  
 14 the department shall have a plan on file. The plan must specify how cooperation with the State Fire  
 15 Marshal or a designee of the State Fire Marshal will be achieved and how a uniform fire code will  
 16 be considered in the review process of the design and construction phases of buildings or structures.

17 (9) A municipality that administers and enforces a building inspection program pursuant to this  
 18 section shall recognize and accept the performances of state building code activities by businesses  
 19 and persons authorized under ORS 455.457 to perform the activities as if the activities were per-  
 20 formed by the municipality. A municipality is not required to accept an inspection, a plan or a plan  
 21 review that does not meet the requirements of the state building code.

22 (10) The department or a municipality that accepts an inspection or plan review as required by  
 23 this section by a person licensed under ORS 455.457 has no responsibility or liability for the activ-  
 24 ities of the licensee.

25 (11) In addition to the requirements of ORS 455.100 and 455.110, the director shall regulate  
 26 building inspection programs that municipalities assume on or after January 1, 2002. Regulation  
 27 under this subsection *[shall]* **must** include but not be limited to:

28 (a) Creating building inspection program application and amendment requirements and proce-  
 29 dures;

30 (b) Granting or denying applications for building inspection program authority and amendments;

31 (c) Requiring a municipality assuming a building inspection program to submit with the notice  
 32 given under subsection (7) of this section an assumption plan that includes, at a minimum:

33 (A) A description of the intended availability of program services, including proposed service  
 34 agreements for carrying out the program during at least the first two years;

35 (B) Demonstration of the ability and intent to provide building inspection program services for  
 36 at least two years;

37 (C) An estimate of proposed permit revenue and program operating expenses;

38 (D) Proposed staffing levels; and

39 (E) Proposed service levels;

40 (d) Reviewing procedures and program operations of municipalities;

41 (e) Creating standards for efficient, effective, timely and acceptable building inspection pro-  
 42 grams;

43 (f) Creating standards for justifying increases in building inspection program fees adopted by a  
 44 municipality;

45 (g) Creating standards for determining whether a county or department building inspection

1 program is economically impaired [*in its ability*] **because of the county's or the department's**  
 2 **inability** to reasonably continue providing the program throughout a county, if another municipality  
 3 is allowed to provide a building inspection program within the same county; and

4 (h) Enforcing the requirements of this section.

5 (12) The department may assume administration and enforcement of a building inspection pro-  
 6 gram:

7 (a) During the pendency of activities under ORS 455.770;

8 (b) If a municipality abandons or is no longer able to administer the building inspection program;  
 9 [*and*] or

10 (c) If a municipality fails to substantially comply with any provision of this section or of ORS  
 11 455.465, 455.467 and 455.469.

12 (13) If the department assumes the administration and enforcement of a building inspection  
 13 program under this section, in addition to any other power granted to the director, the director may:

14 (a) Enter into agreements with local governments under ORS 455.185 regarding the adminis-  
 15 tration and enforcement of the assumed building inspection program;

16 (b) Take action as described in ORS 455.192 to ensure that sufficient staff and other resources  
 17 are available for the administration and enforcement of the assumed building inspection program;  
 18 [*and*]

19 (c) Charge fees described in ORS 455.195 for department services provided in administering and  
 20 enforcing the assumed building inspection program[.]; **and**

21 **(d) Ratify or disapprove the discretionary decisions of a contract building official, as both**  
 22 **terms are defined in section 2 of this 2021 Act, to the extent that a municipality could ratify**  
 23 **or disapprove the discretionary decisions of the municipality's contract building official.**

24 (14) A municipality that abandons or otherwise ceases to administer and enforce a building in-  
 25 spection program that the municipality assumed under this section may not resume the adminis-  
 26 tration or enforcement of the program for at least two years. The municipality may resume the  
 27 administration and enforcement of the abandoned program only on July 1 of an odd-numbered year.  
 28 Prior to resuming the administration and enforcement of the program, the municipality must follow  
 29 the notification procedure set forth in subsection (7) of this section.

30 **SECTION 9.** ORS 455.150 is amended to read:

31 455.150. (1) Except as provided in subsection (15) of this section, a municipality that assumes the  
 32 administration and enforcement of a building inspection program prior to January 1, 2002, may ad-  
 33 minister and enforce all or part of a building inspection program. A building inspection program:

34 (a) Is a program that includes the following:

35 (A) The state building code, as defined in ORS 455.010, except as set forth in paragraph (b) of  
 36 this subsection.

37 (B) Manufactured dwelling installation requirements under ORS 446.155, 446.185 (1) and 446.230.

38 (C) Manufactured dwelling parks and mobile home parks under ORS chapter 446.

39 (D) Park and camp programs regulated under ORS 455.680.

40 (E) Tourist facilities regulated under ORS 446.310 to 446.350.

41 (F) Manufactured dwelling alterations regulated under ORS 446.155.

42 (G) Accessory buildings or structures under ORS 446.253.

43 (H) Boilers and pressure vessels described in rules adopted under ORS 480.525 (5).

44 (b) Is not a program that includes:

45 (A) Boiler and pressure vessel programs under ORS 480.510 to 480.670 except those described

1 in rules adopted under ORS 480.525 (5);

2 (B) Elevator programs under ORS 460.005 to 460.175;

3 (C) Amusement ride regulation under ORS 460.310 to 460.370;

4 (D) Prefabricated structure regulation under ORS chapter 455;

5 (E) Manufacture of manufactured dwelling programs under ORS 446.155 to 446.285, including the  
6 administration and enforcement of federal manufactured dwelling construction and safety standards  
7 adopted under ORS 446.155 or the National Manufactured Housing Construction and Safety Stan-  
8 dards Act of 1974;

9 (F) Licensing and certification, or the adoption of statewide codes and standards, under ORS  
10 chapter 446, 447, 455, 479 or 693; and

11 (G) Review of plans and specifications as provided in ORS 455.685.

12 (2) A municipality that administers a building inspection program as allowed under this section  
13 shall do so for periods of four years. The Department of Consumer and Business Services shall adopt  
14 rules to adjust time periods for administration of a building inspection program to allow for vari-  
15 ations in the needs of the department and participants.

16 ~~[(3)]~~ **(3)(a)** ~~[When]~~ **If** a municipality administers a building inspection program, the governing  
17 body of the municipality shall, unless other means are already provided, appoint **or employ** a person  
18 to **serve as a building official, who will** administer and enforce **all or parts of** the building in-  
19 spection program ~~[or parts thereof, who shall be known as the building official]~~. **Under the circum-**  
20 **stances described in section 2 (2) of this 2021 Act, a municipality may for the same purpose**  
21 **enter into a contract with a contract building official, as defined in section 2 of this 2021 Act.**  
22 A building official **or contract building official** shall, in the municipality ~~[for which]~~ **that** appointed  
23 **or employed the building official or contracted with the contract building official**, attend to  
24 all aspects of code enforcement, including the issuance of all building permits. Two or more  
25 municipalities may combine in the appointment of a single building official **or in a contract with**  
26 **a single contract building official** for the purpose of administering a building inspection program  
27 within ~~[their communities]~~ **each municipality**.

28 **(b) A contract between a municipality and a contract building official is subject to appli-**  
29 **cable provisions of ORS chapters 279A, 279B and 279C.**

30 (4)(a) By January 1 of the year preceding the expiration of the four-year period described in  
31 subsection (2) of this section, the governing body of the municipality shall notify the Director of the  
32 Department of Consumer and Business Services and, if not a county, notify the county whether the  
33 municipality will continue to administer **all or part of** the building inspection program~~, or parts~~  
34 ~~thereof,~~ after ~~[expiration of]~~ the four-year period **expires**. If parts of a building inspection program  
35 are to be administered and enforced by a municipality, the parts shall correspond to a classification  
36 designated by the director as reasonable divisions of work.

37 (b) Notwithstanding the January 1 date set forth in paragraph (a) of this subsection, the director  
38 and the municipality and, if the municipality is not a county, the county may by agreement extend  
39 that date to no later than March 1.

40 (5) If a city does not notify the director, or notifies the director that ~~[it]~~ **the city** will not ad-  
41 minister **all or parts of** certain specialty codes ~~[or parts thereof]~~ under the building inspection pro-  
42 gram, the county or counties ~~[in]~~ **within** which the city is located shall administer and enforce those  
43 codes or parts ~~[thereof]~~ **of the codes** within the city in the same manner as ~~[it administers and en-~~  
44 ~~forces them]~~ **the county or counties administer and enforce the codes or parts of the codes**  
45 outside the city, except as provided by subsection (6) of this section.

1 (6) If a county does not notify the director, or notifies the director that *[it]* **the county** will not  
 2 administer and enforce **all or parts of** certain specialty codes *[or parts thereof]* under the building  
 3 inspection program, the director shall contract with a municipality or other person or use such state  
 4 employees or state agencies as are necessary to administer and enforce those codes or parts  
 5 *[thereof]* **of the codes**, and permit or other fees arising *[therefrom shall]* **from the administration**  
 6 **and enforcement must** be paid into the Consumer and Business Services Fund created by ORS  
 7 705.145 and credited to the account responsible for paying such expenses. A state employee may not  
 8 be displaced as a result of using contract personnel.

9 (7) If a municipality administering a building inspection program under this section seeks to  
 10 administer additional parts of a program, the municipality must comply with ORS 455.148, including  
 11 the requirement that the municipality administer and enforce all aspects of the building inspection  
 12 program. Thereafter, the municipality is subject to ORS 455.148 and ceases to be subject to this  
 13 section.

14 (8) The department shall adopt rules to require the governing body of each municipality to  
 15 submit a written plan with the notice required under subsection (4) of this section. If the department  
 16 is the governing body, the department shall have a plan on file. The plan shall specify how coop-  
 17 eration with the State Fire Marshal or a designee of the State Fire Marshal will be achieved and  
 18 how a uniform fire code will be considered in the review process of the design and construction  
 19 phases of buildings or structures.

20 (9) A municipality that administers a code for which persons or businesses are authorized under  
 21 ORS 455.457 to perform activities shall recognize and accept those activities as if performed by the  
 22 municipality. A municipality is not required to accept an inspection, a plan or a plan review that  
 23 does not meet the requirements of the state building code.

24 (10) The department or a municipality that accepts an inspection or plan review as required by  
 25 this section by a person licensed under ORS 455.457 has no responsibility or liability for the activ-  
 26 ities of the licensee.

27 (11) In addition to the requirements of ORS 455.100 and 455.110, the director shall regulate  
 28 building inspection programs of municipalities assumed prior to January 1, 2002. Regulation under  
 29 this subsection *[shall]* **must** include but not be limited to:

- 30 (a) Creating building inspection program application and amendment requirements and proce-  
 31 dures;
- 32 (b) Granting or denying applications for building inspection program authority and amendments;
- 33 (c) Reviewing procedures and program operations of municipalities;
- 34 (d) Creating standards for efficient, effective, timely and acceptable building inspection pro-  
 35 grams;
- 36 (e) Creating standards for justifying increases in building inspection program fees adopted by a  
 37 municipality;
- 38 (f) Creating standards for determining whether a county or department building inspection pro-  
 39 gram is economically impaired *[in its ability]* **because of the county's or the department's ina-**  
 40 **bility** to reasonably continue providing the program or part of the program throughout a county, if  
 41 another municipality is allowed to provide a building inspection program or part of a program within  
 42 the same county; and
- 43 (g) Enforcing the requirements of this section.

44 (12) The department may assume administration and enforcement of a building inspection pro-  
 45 gram:

1 (a) During the pendency of activities under ORS 455.770;

2 (b) If a municipality abandons any part of the building inspection program or is no longer able  
3 to administer the building inspection program; *[and]* or

4 (c) If a municipality fails to substantially comply with any provision of this section or of ORS  
5 455.465, 455.467 and 455.469.

6 (13) If the department assumes the administration and enforcement of a building inspection  
7 program under this section, in addition to any other power granted to the director, the director may:

8 (a) Enter into agreements with local governments under ORS 455.185 regarding the adminis-  
9 tration and enforcement of the assumed building inspection program;

10 (b) Take action as described in ORS 455.192 to ensure that sufficient staff and other resources  
11 are available for the administration and enforcement of the assumed building inspection program;  
12 *[and]*

13 (c) Charge fees described in ORS 455.195 for department services provided in administering and  
14 enforcing the assumed building inspection program[.]; **and**

15 **(d) Ratify or disapprove the discretionary decisions of a contract building official, as both**  
16 **terms are defined in section 2 of this 2021 Act, to the extent that a municipality could ratify**  
17 **or disapprove the discretionary decisions of the municipality’s contract building official.**

18 (14) If a municipality abandons or otherwise ceases to administer all or part of a building in-  
19 spection program described in this section, the municipality may not resume the administration and  
20 enforcement of the abandoned program or part of a program for at least two years. The municipality  
21 may resume the administration and enforcement of the abandoned program or part of a program only  
22 on July 1 of an odd-numbered year. To resume the administration and enforcement of the abandoned  
23 program or part of a program, the municipality must comply with ORS 455.148, including the re-  
24 quirement that the municipality administer and enforce all aspects of the building inspection pro-  
25 gram. Thereafter, the municipality is subject to ORS 455.148 and ceases to be subject to this  
26 section.

27 (15) A municipality that administers and enforces a building inspection program under this sec-  
28 tion shall include in the program the inspection of boilers and pressure vessels described in sub-  
29 section (1)(a)(H) of this section.

30 **SECTION 10.** ORS 455.715 is amended to read:

31 455.715. As used in ORS 455.715 to 455.740, unless the context otherwise requires:

32 (1) “Building official” means a person charged by a municipality with responsibility for admin-  
33 istration and enforcement of the state building code in the municipality.

34 (2) “Business of providing prefabricated structure plan approvals and inspections” means an in-  
35 dependent contractor providing prefabricated structure plan approval or inspection services, or both,  
36 under the following specialty codes, as provided in **this section and** ORS 455.020[,] **and** 455.705 *[and*  
37 *455.715]*:

38 (a) Structural;

39 (b) Mechanical;

40 (c) Plumbing;

41 (d) Electrical; and

42 (e) Low-rise residential dwelling.

43 (3) “Inspector” means:

44 (a) A person, including a plans examiner, acting under the authority and direction of a building  
45 official and charged with the responsibility of routine enforcement of one or more specialty codes

1 or parts of specialty codes;

2 (b) A person, including a plans examiner, who provides enforcement of one or more specialty  
3 codes or parts of specialty codes and who is personally in the business of providing prefabricated  
4 structure plan approvals or inspections or is employed by such a business;

5 (c) A specialized building inspector certified under ORS 455.723 who is employed **or otherwise**  
6 **authorized** by a municipality or by the Department of Consumer and Business Services;

7 (d) A person employed **or otherwise authorized** by a municipality or the department who is  
8 certified under ORS 455.732 to perform inspections under one or more specialty codes throughout  
9 a building code administrative region; or

10 (e) A person designated by the Director of the Department of Consumer and Business Services  
11 to ensure compliance with a specialty code or with any requirement for a license, registration, cer-  
12 tification, endorsement or other authorization to perform work related to the administration and  
13 enforcement of the state building code.

14 **SECTION 11.** ORS 455.732 is amended to read:

15 455.732. (1) As used in this section, "building code administrative region" means a region es-  
16 tablished by the Director of the Department of Consumer and Business Services under ORS 455.042  
17 for the uniform administration of the state building code.

18 (2) The authority of the director under ORS 455.720 and 455.723 to specify terms, conditions and  
19 classifications for the certification of inspectors includes the authority to certify an inspector to  
20 perform inspections under multiple specialty codes or parts of a specialty code.

21 (3) The director may provide for an inspector who is likely to be employed **or otherwise au-**  
22 **thorized** within a specific building code administrative region to be certified to perform inspections  
23 throughout a building code administrative region, whether within or outside of a municipality. The  
24 director may recognize any training program certified by the director under ORS 455.723 or 455.725  
25 for purposes of certifying an inspector to perform inspections throughout a building code adminis-  
26 trative region. This subsection does not require a municipality administering and enforcing a build-  
27 ing inspection program under ORS 455.148 or 455.150 to allow an inspector certified under this  
28 subsection who is not employed **or otherwise authorized** by the municipality to perform building  
29 inspections on behalf of the municipality.

30 (4) In determining the appropriate experience, training or other qualifications for an inspector  
31 under ORS 455.720 or 455.723, the director shall consult with the appropriate advisory boards. The  
32 factors to be considered by the director may include, but need not be limited to:

33 (a) Any factors specific to, or of particular relevance to, a specialty code or to the types of  
34 buildings, structures, systems or equipment in a geographic area that are inspected under the spe-  
35 cialty code;

36 (b) Staffing levels or other specific criteria for building inspection programs established by a  
37 municipality *[where]* **within which** the inspector is likely to be employed **or otherwise authorized**  
38 **to perform inspections**, or for building inspection programs established by the director; and

39 (c) Any factors specific to, or of particular relevance to, the building code administrative region  
40 within which the inspector is likely to be employed **or otherwise authorized to perform in-**  
41 **spections**.

42 (5) In determining the scope of certifications and qualifications for an inspector, the director  
43 may utilize field training equivalency, independent evaluations or other methods the director deems  
44 appropriate.

45 **SECTION 12.** ORS 455.740 is amended to read:

1       455.740. (1) Subject to ORS chapter 183, the Director of the Department of Consumer and Busi-  
2       ness Services may deny, condition, suspend, revoke or refuse to renew a certificate of a building  
3       official or inspector if the director finds that the building official or inspector has:

- 4       (a) Consistently failed to act in the public interest in the performance of duties;
- 5       (b) Failed to complete the continuing education requirements as required under ORS 455.720 (4);
- 6       (c) Provided false information to the department; or
- 7       (d) Committed an act described in ORS 455.125 or 455.129.

8       (2) In any revocation proceeding under this section, the municipality that **appoints or** employs  
9       the building official or inspector [*shall be entitled to*] **may** appear as a party in interest, either for  
10      or against the revocation.

11      (3) When a certification is suspended or revoked under this section, the director may also sus-  
12      pend, deny or place conditions on that person's right to reapply for certification under ORS 455.735  
13      for a period not to exceed 12 months.

14      (4) This section does not limit or otherwise affect the authority of a municipality to dismiss or  
15      suspend a building official or inspector at the discretion of the municipality.

16      (5) Notwithstanding the requirements of subsections (1) to (4) of this section, the director may  
17      adopt rules that:

- 18      (a) Allow certifications to be placed on inactive status; and
- 19      (b) Extend continuing education compliance requirements in case of illness or hardship.

20





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

(For BOC Use)
Item #
7b

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: 5/26/2021

COVID Safeguards Policy Update to Include Vaccinated Status

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel \*Required for all legal documents
DATE
Finance Office \*Required for all contracts; other items as appropriate.
DATE
Lindsay Grogan 5/21/2021 Human Resources \*If appropriate
DATE \*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Please see attached updated COVID-19 Safeguards Policy to include the new CDC and OHA guidance surrounding vaccinated individuals.

The added content is in blue font.

**2. FISCAL IMPACT:**

None

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

Motion to approve the amended COVID-19 Safeguards Policy.

Attach additional background documentation as needed.



## Morrow County

### Temporary COVID-19 Safeguards Policy

Effective: November 16, 2020; Revised: May 19, 2021

#### Fully Vaccinated Employees

Regardless of requirements in other state guidance related to COVID-19, employees who are fully vaccinated with proof of vaccination status are not required to wear a mask, face covering, face shield, or maintain physical distancing. Except: In health care settings, in adult jails/youth detention and correctional facilities, and in public transportation.

Employee's must show proof of their COVID-19 vaccination record to their Department Head in order for Morrow County to permit fully vaccinated employees to go without a face covering or practice physical distancing requirements. Employees are not to offer any additional medical information to their Supervisor other than the verification of the vaccination. Documentation of proof may include, but is not limited to, COVID-19 vaccination record cards or a copy or digital picture of the vaccination record card.

Regardless of vaccination status, if a Supervisor or Human Resources has not reviewed proof of vaccination for an employee, or if the employee has declined to provide such proof, then the employee will be required to follow the mask, face covering and physical distancing requirements listed below.

#### Face-coverings

Mask, face-covering, or face shield requirements. Each employer must ensure that all individuals (including employees, part-time workers, temporary laborers, customers, vendors, patrons, contractors, etc.) at the workplace or other premises subject to the employer's control wear a mask, face-covering, or face shield as source control in accordance with the requirements of the [Oregon Health Authority's Statewide Mask, Face-covering, Face Shield Guidance](#). Consistent with that guidance, it is strongly recommended, but not required, that individuals wear a mask or face-covering as source control rather than relying upon a face shield alone.

(A) The employer must provide masks, face-coverings, or face shields for employees at no cost to the worker. If an employee chooses to wear their own mask, face shield, or face-covering instead of those provided by the employer, the employer may allow it but is not required to do so unless the employee chooses to wear a respirator under the "voluntary use" provisions of the [Respiratory Protection standard \(29 CFR 1910.134\)](#) (the employer must require that appropriate source control be used in conjunction with an employee's voluntary use of a respirator with an

exhalation valve). If an employee chooses to wear a mask, face shield, or face-covering even when it is not required, the employer must allow them to do so.

(B) When employees are transported in a vehicle for work purposes, regardless of the travel distance or duration involved, all occupants in the vehicle must wear a mask, face-covering, or face shield unless employees are wearing respirators in accordance with the Respiratory Protection Standard (29 CFR 1910.134).

#### **Physical Distancing**

All employers must ensure that both work activities and workflow are designed to eliminate the need for any employee to be within 6 feet of another individual in order to fulfill their job duties unless the employer determines and can demonstrate that such physical distancing is not feasible for certain activities.

- I. Avoid in-person meetings. Use online conferencing, email, or phone when possible.
- II. Unavoidable in-person meetings should be in a large room when people can at least six feet from each other; avoid shaking hands.
- III. Eliminate unnecessary travel and cancel or postpone nonessential meetings and gatherings.
- IV. Do not congregate in workrooms, break rooms, copier rooms, or other areas where people socialize. Keep six feet apart when possible.

#### **Workplace Cleaning**

The employer must regularly clean or sanitize all common areas, shared equipment, and high-touch surfaces as defined by this rule that are under its control and that are used by employees or the public.

(A) Such regular cleaning or sanitization must be implemented based on the following frequencies:

- I. At least once every 24 hours if the workplace is occupied less than 12 hours a day; or
- II. At least every 8 hours while in use, if the workplace is occupied more than 12 hours a day.

*Exception:* In locations with only “drop-in” availability or minimal staffing, the employer is permitted to rely upon a regular schedule of cleaning and sanitation and directing employees to sanitize their own work surfaces before use.

(B) Employers must provide employees with the supplies (soap and water) and the reasonable time necessary to clean or sanitize more frequently than would otherwise be required if the worker chooses to do so.

(C) Employers must provide employees with the supplies (such as soap and water) and reasonable time necessary to perform hand hygiene before using shared equipment.

(D) Except in healthcare settings where patients known or suspected to be infected with COVID-19 are being treated for the disease, employers must clean and disinfect any common areas, high-touch-surfaces, and any shared equipment under the employer's control that an individual known to be infected with COVID-19 used or had direct physical contact with. This requirement does not apply to areas, surfaces, or equipment that has been unoccupied or otherwise unused for seven days or more. As a recommended, but not required, practice, employers should close off the area and observe a waiting period of at least 24 hours (or for as long as is feasible) prior to cleaning and disinfecting.

### **Medical Removal of Employees**

Whenever the Oregon Health Authority, local public health agency, or medical provider recommends an employee be restricted from work due to quarantine or isolation for COVID-19, such as through identification during contact tracing activities, the affected worker(s) must be directed to isolate at home and away from other non-quarantined individuals.

*Note:* Other than the obligation to provide such direction and to remove such employees from the workplace, the employer has no obligation to enforce the employee's quarantine or isolation.

(A) Whenever an employee participates in quarantine or isolation for COVID-19, the employer must allow the affected employee(s) to work at home if suitable work is available and the employee's condition does not prevent it.

(B) Whenever an employee participates in quarantine or isolation, whether as a result of the requirements of this rule or because the employer chooses to take additional precautions, the affected worker(s) must be entitled to return to their previous job duties if still available and without any adverse action as a result of participation in COVID-19 quarantine or isolation activities.

*Note:* The prohibition on "adverse action" does not require the employer to keep a job available that would not otherwise have been available even had the employee not been quarantined or isolated, but it does mean that the employer cannot fill the job with another employee and thereby make it unavailable.

(C) Decisions regarding testing and return to work after an employee participates in COVID-19 quarantine or isolation activities must be made in accordance with applicable public health guidance and must be otherwise consistent with guidance from the employee's medical provider.



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

(For BOC Use)
Item #
7c

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

Presenter at BOC: Nazario Rivera
Department: Health Department
Short Title of Agenda Item:

Phone Number (Ext): 5212
Requested Agenda Date: 05/26/2021

(No acronyms please)

Oregon Health Authority Intergovernmental Agreement 170129-0

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97232
Effective Dates - From: December 30, 2020 Through: September 30, 2021
Total Contract Amount: \$0-\$1,000,000 Budget Line: GL 101-114-3-30-3450
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Nazario Rivera 05/20/2021 Department Director

Required for all BOC meetings

[Signature] 5/24/21 Administrator

Required for all BOC meetings

County Counsel

\*Required for all legal documents

Finance Office

\*Required for all contracts; other items as appropriate.

Human Resources

\*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Throughout the pandemic money has been distributed to address COVID-19. The funds have been split amongst various program elements. The contract at hand addresses financial assistance from the Federal Emergency Management Agency (FEMA) to cover the costs associated with vaccine distribution. This contract is to reimburse the Morrow County Local Public Health Authority for funds used to host vaccine clinics. This includes materials and personnel expenses. This money will be able to be invoiced to the Oregon Health Authority once we have exhausted our internal funds dedicated for this purpose.

Invoices will be granted as long as funds are still available in the state pool of dollars dedicated to FEMA reimbursements.

## **2. FISCAL IMPACT:**

Reimbursement for costs incurred by vaccine distribution and administration up to the amount of \$1,000,000 via an invoice to the Oregon Health Authority.

Revenue (GL 101-114-5-20-3815) up to \$1,000,000 - Expenditure (GL 101-114-5-20-3815)

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

Move to approve the agreement to Oregon Health Authority Intergovernmental Agreement #170129 and authorize Commissioner Russell to sign on behalf of the County.

Attach additional background documentation as needed.



**Agreement Number 170129**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Morrow County  
110 N Court Street  
PO Box 799  
Heppner, OR 97836  
Attn: Nazario Rivera  
Phone: (541) 676-5421  
Email: [nrivera@co.morrow.or.us](mailto:nrivera@co.morrow.or.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Public Health Division  
800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Agreement Administrator: Carole Yann or delegate  
Telephone: 971-212-1363  
E-mail address: [carole.l.yann@dhsaha.state.or.us](mailto:carole.l.yann@dhsaha.state.or.us)**

**RECITAL**

OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.



**1. Effective Date and Duration.**

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting  
Attachment 1: Invoice Form
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: FEMA-OHA/State Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. 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, Exhibits E, D, B, A, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,000,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Contractor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

County is a subrecipient     County is a contractor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 97.036

**5. County Data and Certification.**

**a. County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

|   |  |
|---|--|
| <b>County Name (exactly as filed with the IRS):</b> | <u>County of Morrow</u>                            |
| Street address:                                     | <u>110 N. Court/799</u>                            |
| City, state, zip code:                              | <u>Heppner, OR, 97836</u>                          |
| Email address:                                      | <u>nrivera@co.morrow.or.us</u>                     |
| Telephone:  | <u>541-676-5421</u> Facsimile: <u>541-676-5652</u> |

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF  
Policy #: 12261 - Morrow County      Expiration Date: 07/01/2021

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
  - (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
  - (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;
  - (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
  - (7) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding; and

- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.**

6. **Signatures.** This Agreement and any subsequent amendments 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 Agreement and any amendments so executed shall constitute an original.

**Morrow County**  
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190**  
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Jeff Wahl, AAG via email*

*May 14, 2021*

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

**OHA Program Review:**

*Carole Yann & Derrick Clark via email*

*Carole Yann & Derrick Clark*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

*Carole Yann: Fiscal & Business Operations Director*  
*Derrick Clark: Operations & Policy Analyst*

*May 14, 2021*  
*May 13, 2021*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Part 1**  
**Statement of Work**

**1. Background and Purpose**

Oregon's local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown's COVID-19 vaccination plan. The funds provided under this Agreement will support the establishment and maintenance of vaccination implementation activities.

As used in this Agreement, the phrase "vaccination sites" includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

The purposes of this Agreement are to:

- obtain County's services described in Section 2. below to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon's vaccination plan relies on a regional framework to meet each region's unique vaccination needs and population. See <https://covidvaccine.oregon.gov/> and <https://www.oregon.gov/oha/covid19/Documents/COVID-19-Vaccination-Plan-Oregon.pdf>

The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the Program activities described below will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon's vaccination population phases.

**2. Required County Services**

County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- 2.1 Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown's vaccination plan, including priority groups and timelines.
- 2.2 Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.

- 2.3 Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- 2.4 Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- 2.5 Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 3. Reporting Requirements.*)
- 2.7 Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

### **3. Compliance with FEMA-OHA/State Agreement (Exhibit E)**

The terms of the FEMA-OHA/State Agreement that provides federal FEMA Public Assistance award funds for this Agreement are incorporated herein by reference into this project Agreement (and attached hereto as Exhibit E). County must comply with all applicable laws, regulations, policy and guidance, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the CFR, FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide, and other applicable FEMA policy and guidance.

### 3. Reporting Requirements

To support County's invoices County shall collect the following reports and submit them to [ohacovid.fema@dhsosha.state.or.us](mailto:ohacovid.fema@dhsosha.state.or.us) as follows:

| Report type                       | Reporting requirement  | Report Periods   | Report Due Dates  |
|-----------------------------------|--|--|---|
| <b>Project outcome reports</b>    | County's summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age).  | December 1, 2020 through Agreement execution                               | 30 days after Agreement execution.                                |
|                                   |  | Each month of the Agreement from Agreement execution through June 30, 2021 | The 15 <sup>th</sup> day of the month following the Report Period |
| <b>Cost - expenditure reports</b> | County's cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access.<br><br>In addition, County shall complete and submit any required FEMA cost – expenditure reports that OHA provides County for completion. | December 1, 2020 through Agreement execution                               | 30 days after Agreement execution.                                |
|                                   |  | Each month of the Agreement from Agreement execution through June 30, 2021 | The 15 <sup>th</sup> day of the month following the Report Period |

| <b>*Vaccination Service Expense Report</b> |   |                              |
|--|---|------------------------------|
| <b>LPHA Name:</b>                          |   |                              |
| <b>Report Period:</b>                      |   |                              |
| <b>Vaccination Service Expense Type</b>    |   | <b>Reimbursement Request</b> |
| <input type="checkbox"/>                   | Staff time for management, coordination, planning | \$                           |
| <input type="checkbox"/>                   | Staff time for volunteer recruitment, management  | \$                           |
| <input type="checkbox"/>                   | Staff time for outreach and/or communications     | \$                           |
| <input type="checkbox"/>                   | Staff time for quality assurance and improvement  | \$                           |

| <b>*Vaccination Service Expense Report</b>  |                              |           |
|---|------------------------------|-----------|
| <b>LPHA Name:</b>   |                              |           |
| <b>Report Period:</b>   |                              |           |
| <b>Vaccination Service Expense Type</b>   | <b>Reimbursement Request</b> |           |
| <input type="checkbox"/> Staff time for greeters, registration, patient flow  | \$                           |           |
| <input type="checkbox"/> Staff time for public health reporting, data entry   | \$                           |           |
| <input type="checkbox"/> Workforce recruitment and training   | \$                           |           |
| <input type="checkbox"/> Volunteer mileage, parking, per diem   | \$                           |           |
| <input type="checkbox"/> Public education campaigns   | \$                           |           |
| <input type="checkbox"/> Translation services and/or capabilities   | \$                           |           |
| <input type="checkbox"/> Vaccine site space rental  | \$                           |           |
| <input type="checkbox"/> Scheduling planning and technology solutions   | \$                           |           |
| <input type="checkbox"/> Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage | \$                           |           |
| <input type="checkbox"/> Security services  | \$                           |           |
| <input type="checkbox"/> Transportation for patients and/or workforce   | \$                           |           |
| <input type="checkbox"/> Transport of vaccine and/or supplies   | \$                           |           |
| <input type="checkbox"/> Legal and compliance services  | \$                           |           |
| <input type="checkbox"/> EMS on-site (note – cannot include cost of treatment)  | \$                           |           |
| <input type="checkbox"/> Additional expenses approved by OHA in writing (list additional expense types).  | \$                           |           |
|   | <b>TOTAL REQUEST</b>         | <b>\$</b> |

**Note:** OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.



**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**

**1. Payment Provisions.**

- a. All payments under this Agreement will be made on a cost reimbursement basis.
- b. County shall send all invoices to [ohacovid.fema@dhsoha.state.or.us](mailto:ohacovid.fema@dhsoha.state.or.us) or to any other address as OHA may indicate in writing to County. *See Attachment 1: Invoice Form.* County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. OHA will review the reports required by Section 3. of Exhibit A, Part 1 (Project outcome reports and Cost expenditure reports, and supporting documentation for expenses as requested by OHA).  
  
OHA approval of those reports is required prior to payment of County's invoices and will be the method for verifying payments and proper expenditures under this Agreement.

- 2. Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section 3. Reporting Requirements or approved in writing by OHA.

**Note:** OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by 3<sup>rd</sup> party insurance.

**Attachment 1:  
INVOICE FORM:**

**Invoice #:** \_\_\_\_\_

**OHA Agreement #170129**

**Date:** \_\_\_\_\_

**From:** Morrow County  
110 N Court Street  
PO Box 799  
Heppner, OR 97836  
Attn: Nazario Rivera  
Phone: (541) 676-5421  
Email: [nrivera@co.morrow.or.us](mailto:nrivera@co.morrow.or.us)

**Tax ID/EIN #** \_\_\_\_\_

**To:** Oregon Health Authority  
Public Health Division  
800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Attention: Carole Yann  
Telephone: 971-212-1363  
Email: [ohacovid.fema@dhsoha.state.or.us](mailto:ohacovid.fema@dhsoha.state.or.us)

**Submit invoice only via email to: [ohacovid.fema@dhsoha.state.or.us](mailto:ohacovid.fema@dhsoha.state.or.us).**

| DESCRIPTION      | TOTAL     |
|------------------|-----------|
|                  |           |
| <b>Total Due</b> | <b>\$</b> |

## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

#### 2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional

provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other

administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

**5. Funds Available and Authorized Clause.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**7. Reserved.**

**8. Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) 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 County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County 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 consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

**11. Termination.**

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

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative

Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

## 12. **Effect of Termination.**

### a. **Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

## 13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including

at a level higher than persons directly responsible for administration of the 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.

20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

- 26. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. Waiver.** The 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. Reserved.**
- 29. 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 party (the "Notified Party") with respect to which the other party ("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. 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. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 County 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 County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 County 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 County 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 County'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.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause 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 County'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.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

## **EXHIBIT C**

### **Subcontractor Insurance Requirements**

County shall require its first tier contractor(s) (Contractor) 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 the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### **TYPES AND AMOUNTS**

#### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

#### **COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. 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.

**AUTOMOBILE LIABILITY INSURANCE:**

Required  Not required

**PROFESSIONAL LIABILITY:**

Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall



list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

**STATE ACCEPTANCE:**

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## EXHIBIT D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State,

local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

**7. Audits.**

- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

**8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

**10. Medicaid Services. [Reserved]**

11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure. [Reserved]**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

## Exhibit E: FEMA-OHA/State Agreement

### 439679 172308 OHA Vaccine Operations OR

The purpose of this Version 0 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from January 21, 2021 through April 20, 2021.

\*\*\*\*\*VERSION 1\*\*\*\*\*

The purpose of this Version 1 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from December 1, 2020 through July 31, 2021.

\*\*\*\*\*

The project cost estimate is prepared based on Applicant-provided costs in response to FEMA 4499DR-OR (a COVID-19 declared event).

#### Work to be Completed

The Oregon Health Authority (OHA) is applying for funding on behalf of PNPs that will be administering vaccinations within the State. The applicant's funding request to vaccinate its population within their jurisdiction is limited at 36% of the population. According to the 2019 US Census, the total population of the State was 4,217,737. The total amount of vaccines eligible to be administered is 3,036,772 eligible doses (2 doses X 36% X 4,217,737).

The Applicant plans to distribute 75% of the eligible doses, 2,176,626 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 75%) throughout the state in this operational period by utilizing up to 71 potential vaccination sites of various sizes. These potential sites include 3 Mega Sites, 10 Large Sites, 23 Medium Sites, and 35 Small Sites. Local jurisdictions may request for the remaining 25% of the eligible doses, 725,542 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 25%).

The average unit cost based on Applicant provided information is \$101.15/dose, which is within the allowable range identified in 'Vaccine Administration Unit Costs.xlsx'.

Total project cost = unit cost per dose X eligible doses = \$101.15 X 2,176,626 = \$220,165,720

#### Approximate Vaccine Unit Cost per Site Type: (rounded to the nearest cent)

- 3 Mega Sites: \$28,911,592.60
  - \$58.85/vaccine x 491,276 vaccines
- 10 Large: \$68,270,960.34
  - \$83.38/vaccine x 818,793 vaccines
- 23 Medium: \$79,767,175.94
  - \$127.07/vaccine x 627,742 vaccines

- 35 Small: \$43,215,991.02
  - o \$180,96/vaccine x 238,815 vaccines

**Oregon Health Authority**

**A. Labor: \$200,990,107.75**

- For Emergency Work, only overtime labor is eligible for budgeted employees. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Chapter 2: V.A. Applicant (Force Account) Labor of the PAPPs (V3.1)
- 2 Team Lead
- 2 Deputy Team Lead
- 22 Security Personnel
- 10 Traffic Control
- 52 Vaccinators
- 7 Pharmacists
- 28 Nurse's Aides
- 25 Medical Screeners
- 2 Supply Managers
- 5 IT Support
- 5 On Call EMT
- 32 General Staff
- 4 Logistics Specialists
- 2 Forms Distribution Staff
- 2 Orientation Personnel
- 4 Clinic Flow; Reviewers/Billing
- 1 Clinic Manager
- 3 Translators
- 10 Float Staff
- 3 Legal Affairs Officers

**B. Facility Leases Costs: \$2,902,174.68**

- Facility Lease
- Additional Parking

**C. Facility Equipment/Service Costs: \$6,227,059.17**

- Disinfection of Interior Facility will have no grey water runoff.
- One time Start-Up Cost:
  - o 4 Internet Access Hot Spot Device (one time cost)
  - o 38 Interior Signage (one time cost)
  - o 228 Chairs / Tables (per staff basis)
  - o 300 Medical Waste Disposal (one time cost)
  - o 10 Hand Carts (one time cost)
  - o 15 Storage Equip (one time cost)
  - o 1 Janitorial (one-time material cost)

- o 51 Tablets (one time cost)
- o 84 Specialty Freezers (one time cost)
- o 2 Outside banner
- o 6 Message Boards in parking lot
- o 600 Traffic cones in parking lot
- o 52 Interior Privacy Partitions
- o 1 Initial Buildout of Facility
- o 1 Restoration back to pre-disaster

**D. Medical Materials Costs: \$10,046,378.29**

- 3,000 Needles
- 3,000 Syringes
- 3,000 Alcohol Prep Pads
- 1,500 Surgical Masks
- 1,500 Face Shields
- 3,000 Band-aids
- 1,500 Gloves
- 18 Sharp Containers
- 150 Antihistamines
- 5 Epi-Pens
- 25 First aid kit
- 18 Blood pressure measuring device
- 18 Light source to examine mouth and throat
- 3,000 Oxygen
- 18 Stethoscope
- 18 Timing device for measuring pulse
- 3,000 Tongue depressors
- 3,000 Tourniquet

**Work to be Completed Total: \$220,165,719.90**

Expedited project will be funded at 50% of the project cost.

**Version 0 Expedited Project Cost x 50% Reduction: \$110,082,859.95**

The Federal Cost Share for this Project is 100%.

**Project Notes:**

1. Scope and cost were developed based on 'Vaccine Administration Unit Costs.xlsx' See attachment: 'ST 172308 cost estimate.xlsx'.
2. This is an Expedited Project and will be reconciled for actual costs with all documentation required prior to any future version of this project.



3. Oregon projects with doses previously obligated are: 170298 (2,380); 169848 (5,344); 169861 (5,710); 169867 (61,616); 170071 (59,554). Total doses previously obligated = 134,604.

4. 'VERSION 1' only modifies project start and end dates. See document 'DR 4499 OR - Oregon Health Authority - Request to Modify our FEMA Agreement - Project 172308.pdf'.

#### **Grant Conditions**

##### **COVID-19 Expedited Application Disclosures:**

1. Contracts must include a Termination for Convenience clause.

2. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.

3. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

4. Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.

5. Medical Waste will be disposed of in accordance with state-approved protocol.

6. Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.

7. The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 170129-0 \_\_\_\_\_

**Legal name (tax filing):** County of Morrow \_\_\_\_\_

**DBA name (if applicable):** Morrow County Health Department \_\_\_\_\_

**Billing address:** 110 N. Court/799 \_\_\_\_\_

**City:** Heppner \_\_\_\_\_ **State:** OR \_\_\_\_\_ **Zip:** 97836 \_\_\_\_\_

**Phone:** (541) 676-5421 \_\_\_\_\_

**FEIN:** 93-6002308 \_\_\_\_\_

**- OR -**

**SSN:** \_\_\_\_\_





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

(For BOC Use)
Item #
7d

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

Presenter at BOC: Matt Scrivner
Department: Public Works / Road
Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 5/26/2021

(No acronyms please)

Morrow County Policy update for private cattle guard within County road.

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director
DATE
Administrator
DATE
County Counsel
DATE
Finance Office
DATE
Human Resources
DATE

Required for all BOC meetings
Required for all BOC meetings
\*Required for all legal documents
\*Required for all contracts; other items as appropriate.
\*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)**

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

The previous cattle guard policy was approved on September 28th, 1994. specification drawings were added to the previous policy approximately 5 years ago. An updated policy was needed and has been worked on in two BOC work sessions and also with a Road Committee sub group.

The updated policy has more current ways of locating the exact location of the proposed cattle guard along with wording to include approval, protesting denied applications, purchasing requirements, most current specification drawings, wording for requested cleaning and maintenance and a process for safety hazards and replacement.

**2. FISCAL IMPACT:**

The cattle guard and the associated items for installation will be covered by the landowner. The installation including labor, equipment and gravel will be supplied by the road department at an estimated cost per installation of \$7,500 - \$10,000.

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

Motion to approve the updated Morrow County cattle guard permit application.

Attach additional background documentation as needed.

111-43673



## PUBLIC WORKS DEPARTMENT

P.O. Box 453 • Lexington, Oregon 97839  
(503) 676-9061 Ext. 17  
Fax (503) 989-8352

### MORROW COUNTY POLICY for Private Cattle Guard within County Road R/W

#### Purpose of Policy

Installation of cattle guard by a revocable permit within the County Road R/W as requested by Morrow County residents for private usages.

#### Qualifications

Morrow County residents may request through Morrow County Court, in writing, cattle guards to be installed within County Road R/W that is for their private needs. Requested cattle guards shall comply with Morrow County standards as documented on file at the Public Works Dept. Cattle guards shall be installed on county gravel roads; on paved roads, cattle guards or painted white striping may be installed.

#### Responsibilities

County residents must request cattle guards in writing, and shall pay for the materials (concrete footings, steel grating, angle wings, etc.) used in the construction of the cattle guard.

Upon authorization from the Morrow County Court, the Morrow County Public Works Dept. shall issue a revocable permit allowing installation of a cattle guard. The Public Works Dept. shall also install and maintain the cattle guard.

County shall be liable for damage caused to the cattle guard arising by or through County's negligence. Damage caused to the cattle guard by any other agency, including Act of God, shall be repaired at the sole expense of the requesting resident(s). ONLY MORROW COUNTY PUBLIC WORKS DEPARTMENT SHALL PERFORM ANY LABOR ON THE COUNTY ROAD OR ANY CATTLE GUARD LOCATED THEREON; permittees, pursuant to this policy, shall be required to reimburse County for the cost of repair expense for which they are liable.

Location shall be as mutually agreed upon and per governing codes.

Upon removal, the cattle guard shall become the property of Morrow County.

Painted white striping shall be performed by County personnel on a regular bases at no expense to the requesting resident.



# PUBLIC WORKS DEPARTMENT

P.O. Box 453 • Lexington, Oregon 97839  
(503) 676-9061 Ext. 17  
Fax (503) 989-8352

Morrow County Policy  
for Private Cattle Guard  
within County Road R/W

*Louis A. Carlson*  
\_\_\_\_\_  
Louis A. Carlson, Judge

Date *Sept. 28, 1994*

*R J French*  
\_\_\_\_\_  
R J French, Commissioner

*Donald McElligott*  
\_\_\_\_\_  
Donald McElligott, Commissioner

STATE OF OREGON } ss. 151650  
County of Morrow

I hereby certify that the within  
instrument was received for record.

*on Sept 28, 1994 at 4:33pm*

and assigned 43673 INDEXED

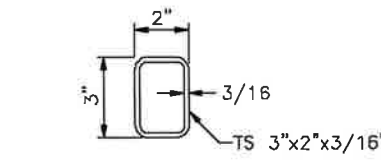
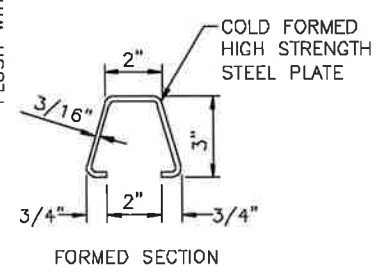
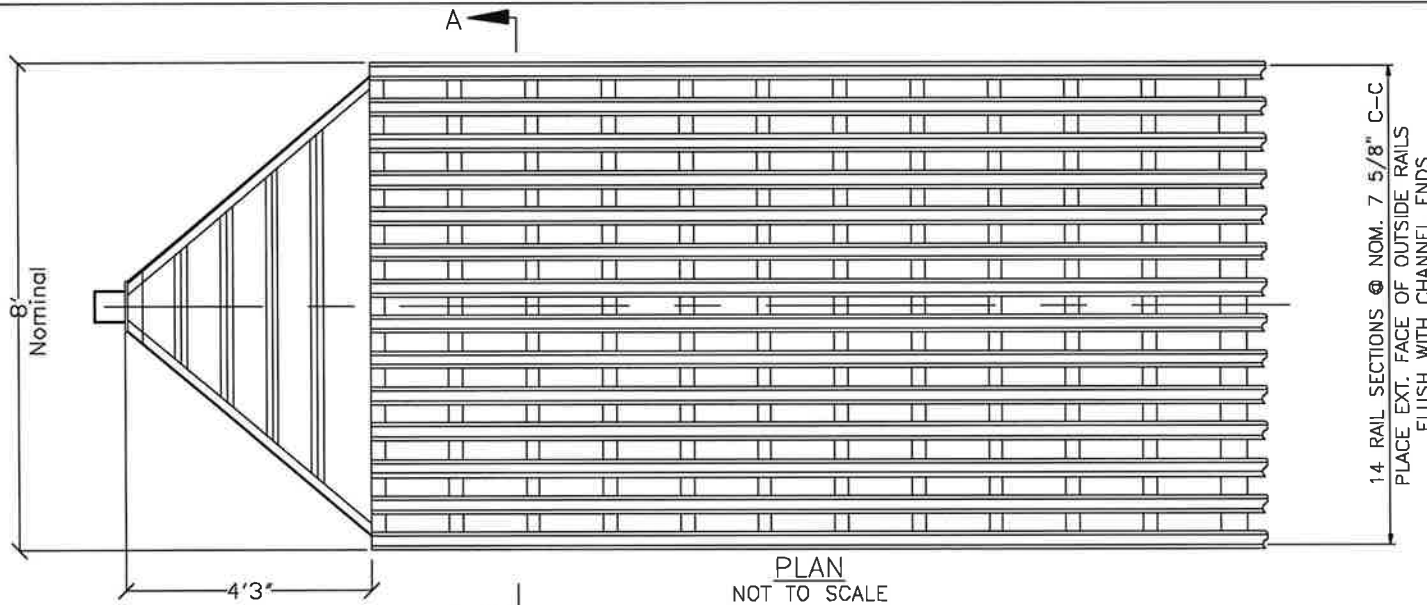


Microfilm Records of said

Hand and Seal of County  
affixed

Barbara Bloodsworth  
County Clerk

*Barbara Bloodsworth*  
\_\_\_\_\_  
Deputy



PLAN  
NOT TO SCALE

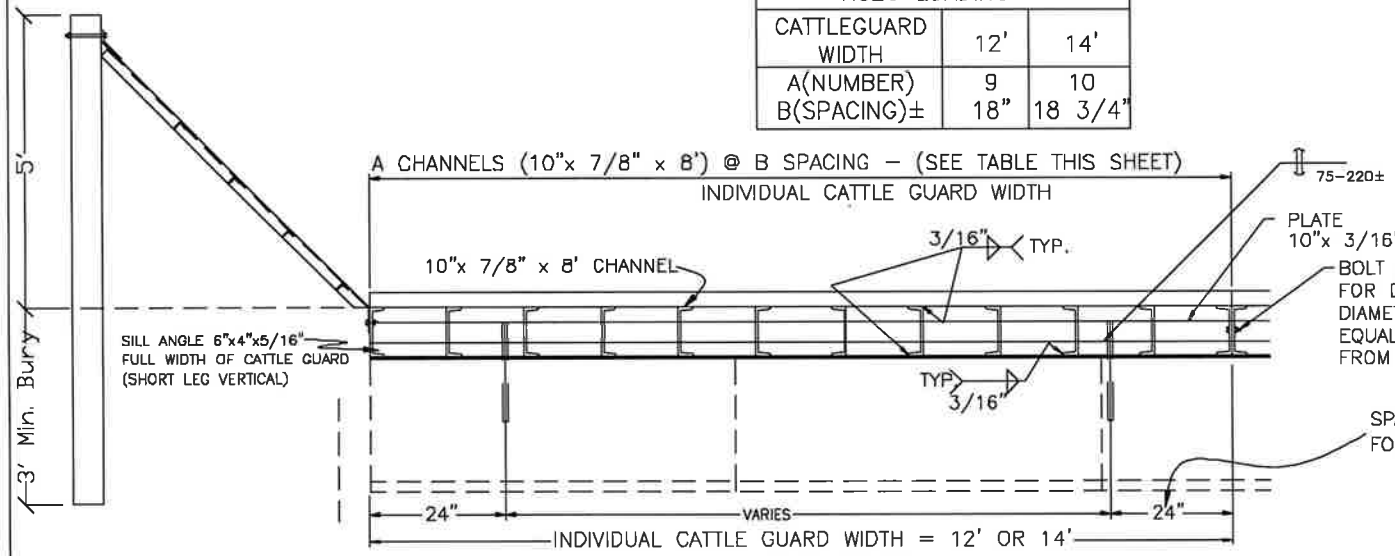
FORMED SECTION

STEEL TUBE SECTION

ALTERNATE RAIL SECTIONS

| MAXIMUM CHANNEL SPACING<br>HS20 LOADING |     |         |
|---|-----|---------|
| CATTLEGUARD WIDTH                       | 12' | 14'     |
| A(NUMBER)                               | 9   | 10      |
| B(SPACING)±                             | 18" | 18 3/4" |

See Sheet 3



75-220±  
PLATE 10"x 3/16"x Full Width  
BOLT SECTIONS TOGETHER TO INCREASE WIDTH FOR DOUBLE LANE ROADS. USE FIVE 1/2" DIAMETER MACHINE BOLTS THROUGH 5/8" HOLES EQUALLY SPACED, WITH END BOLTS 2" FROM FROM ENDS OF CHANNELS.  
SPACING OF 1 3/16" HOLES IN SILL ANGLES. FOR CATTLE GUARD DOWEL PIN

ELEVATION  
NOT TO SCALE

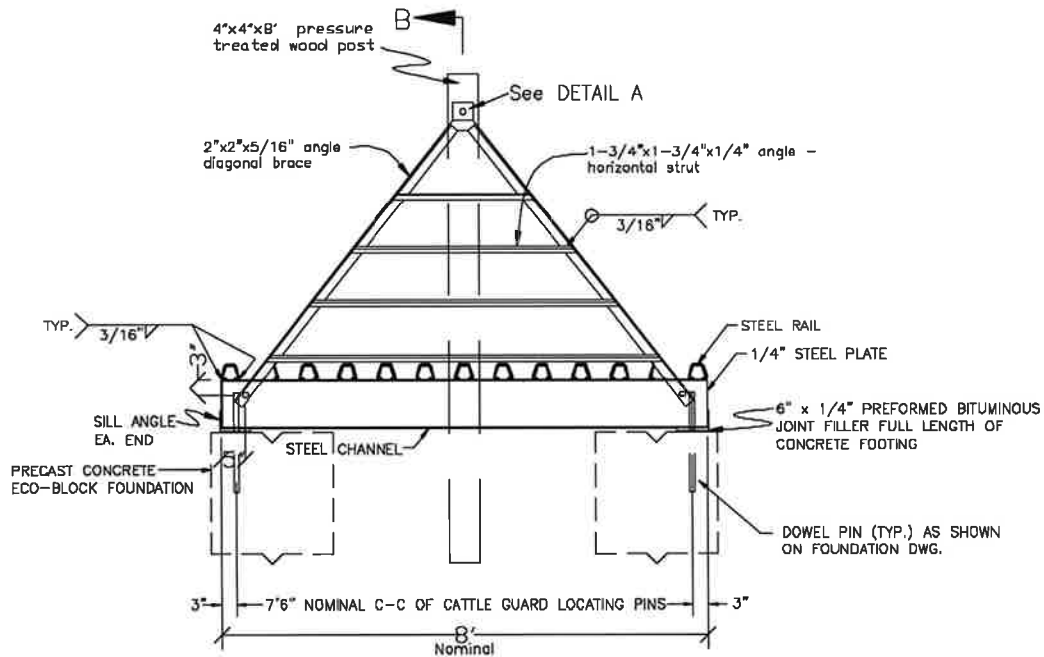
**NOTE:**  
This drawing is to be used as a guide. All dimensions are nominal Cattle Guard shall be approved by Morrow County prior to purchase. Refer to Instrument No. M-43673 filed in the Records of the Morrow County Clerk's Office, Titled "MORROW COUNTY POLICY FOR PRIVATE CATTLE GUARD WITHIN COUNTY ROAD R/W"



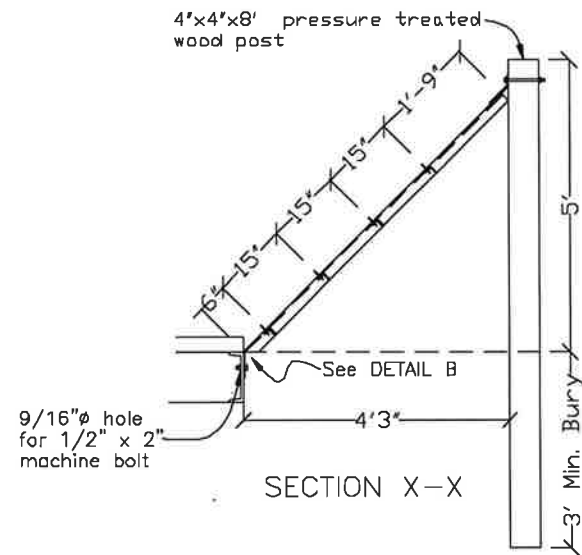
**PUBLIC WORKS DEPARTMENT**  
Airport General Maintenance Road Department Parks Waste Management

**CATTLE GUARD**  
Sheet 1 of 2

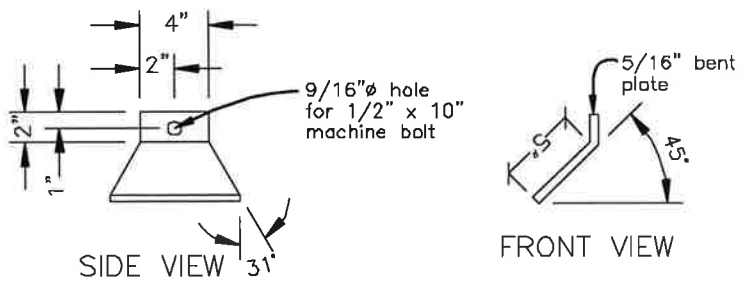




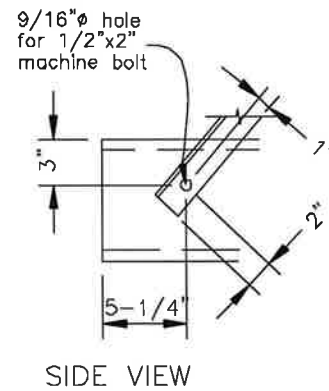
SECTION A-A  
NOT TO SCALE



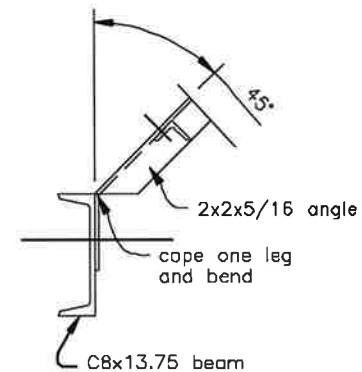
ANGLE IRON END WING



DETAIL A



SIDE VIEW



FRONT VIEW

DETAIL B



**PUBLIC WORKS DEPARTMENT**

Airport General Maintenance Road Department Parks Waste Management

CATTLE GUARD  
Sheet 2 of 2



# PUBLIC WORKS DEPARTMENT

*Airport    General Maintenance    Road Department    Parks    Transfer Stations*

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

Matt Scrivner  
 Public Works Director

Sandi Pointer  
 Management Asst.

Eric Imes  
 Asst. Road Master

Kirsti Cason  
 Administrative Asst.

## Morrow County Cattle Guard Permit Application:

Each cattle guard placed in Morrow County right of way must have individual permits.

|   |
|---|
| Application #                                     |
| Date application received at MCPW:                |
| Installation and in-service date of cattle guard: |

|   |                       |  |                     |       |  |            |       |
|---|-----------------------|--|---------------------|-------|--|------------|-------|
| Applicant Name:   |                       |  |                     |       | Phone #                                |            |       |
| Mailing Address:  |                       |  |                     |       |  |            |       |
| E-Mail:   |                       | County Road:                           |                     |       | Township                               | Section    | Range |
| <b>FOR USE BY MORROW COUNTY PUBLIC WORKS</b>  |                       |  |                     |       | GPS Coordinates @ Center of Roadway    |            |       |
|   | Cattle Guard Approved |  | Cattle Guard DENIED | Date: | Latitude                               | _____      |       |
|   |                       |  |                     |       | Longitude                              | _____      |       |
| Cattle Guard Width:   |                       | <b>Cattle Guard Supplies</b>           |                     |       | Quantity                               | Unit Price | Total |
|   |                       | Concrete support blocks                |                     |       |  |            |       |
| Payment Information:  |                       | 10 foot section of MCPW cattle guard   |                     |       |  |            |       |
|   |                       | 12 foot section of MCPW cattle guard   |                     |       |  |            |       |
|   |                       | Cattle guard end wing                  |                     |       |  |            |       |
|   |                       | Misc:                                  |                     |       |  |            |       |
| All materials must be paid in full before Morrow County Public Works will schedule installation of cattle guard. Installation dates are approximate and will not interfere with normal County scheduled operations. |                       |  |                     |       |  |            | \$    |
| Applicant Signature & Date  |                       | Assistant Road Master Signature & Date |                     |       | Public Works Director Signature & Date |            |       |
|   |                       |  |                     |       |  |            |       |

A permit application for a cattle guard installation in Morrow County right of way will be reviewed by the Morrow County Public Works department (MCPW) for width and safety standards. Denials of permits can be protested to the Morrow County Board of Commissioners at a regular scheduled meeting by the applicant within 30 days of denial. One legal landowner will be the permittee of cattle guard. Joint ownership will not be allowed and if ownership of land changes, the new owner will have 60 days from date of acquiring property to update the permit through MCPW at no charge. If permit is not updated within that 60-day period, the permit becomes invalid and MCPW has right to remove cattle guard at any time.

The cattle guard can be purchased at the MCPW office or the landowner may obtain specification drawings and have it built at their own expense to the MCPW standard. Purchase must be made before scheduling installation of said cattle guard. Scheduling of installation will be at the sole discretion of MCPW and shall not take precedent over normally scheduled maintenance or projects within the MCPW road work schedule. Installation shall be completed by MCPW and only MCPW. Landowner will pay for cattle guard, concrete foundation and all fencing supplies located in the County right of way. MCPW will supply labor, road material and equipment to complete the installation.

Cleaning of cattle guard will be completed by MCPW with advance notice by landowner of at least 60 days' notice for the purpose of any need outside MCPW causing the reason for cleaning. If MCPW caused the need for cleaning it will be done within 30 days of notice. Cleaning of cattle guards shall not take precedent over normally scheduled MCPW projects or normal operations.

Maintenance on cattle guards will be paid by the permittee to MCPW within 30 days of repairs being completed. If repairs are not paid within 30 days, the permit can be revoked by MCPW. Any damage directly caused by MCPW will be repaired at MCPW expense. When a cattle guard becomes too damaged for repairs or becomes a safety hazard and needs replaced MCPW will notify landowner of said repairs by written notice and the landowner will have 60 days to make arrangements with MCPW to replace it or it will be removed and another permit will be required. The landowner has the right to appeal the recommended replacement to the Morrow County Board of Commissioners at a regularly scheduled meeting, but the 60-day limit still applies. At any time that MCPW deems a cattle guard to be a road hazard it can be removed immediately and the landowner will bear all costs of reinstallation.

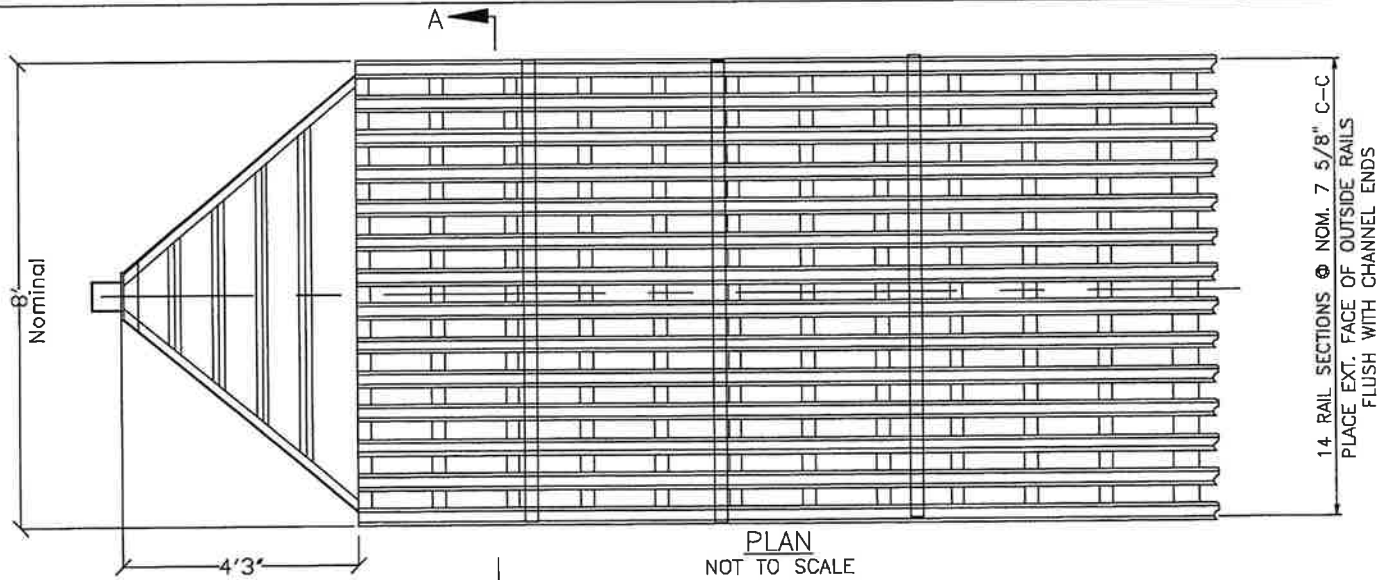
## MORROW COUNTY COMMISSIONERS

\_\_\_\_\_  
(County Commissioner, Chair Signature)

**Permission Granted:** \_\_\_\_\_  
(Date Permission Granted)

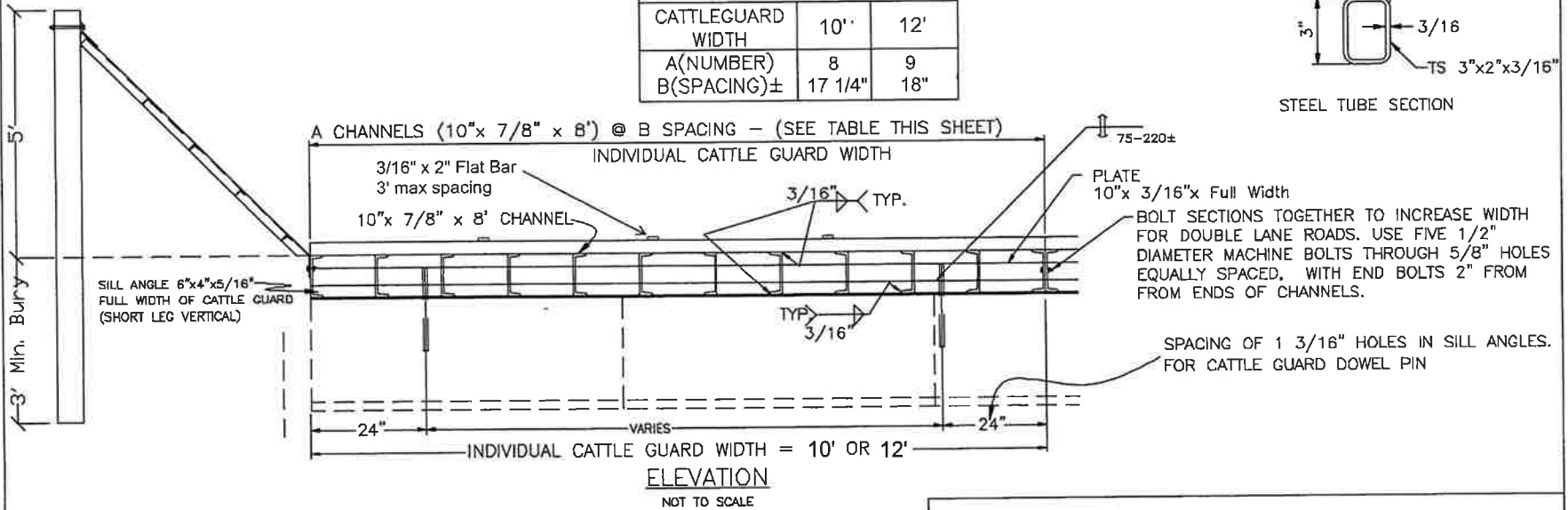
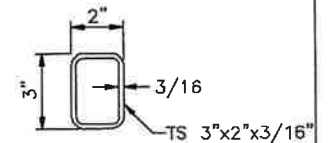
\_\_\_\_\_  
(County Commissioner, Signature)

\_\_\_\_\_  
(County Commissioner, Signature)



See Sheet 2

| MAXIMUM CHANNEL SPACING<br>HS20 LOADING |         |     |
|---|---------|-----|
| CATTLEGUARD WIDTH                       | 10'     | 12' |
| A (NUMBER)                              | 8       | 9   |
| B (SPACING) ±                           | 17 1/4" | 18" |



**NOTE:**  
This drawing is to be used as a guide. All dimensions are nominal. Cattle Guard shall be approved by Morrow County prior to purchase. Refer to Instrument No. M-43673 filed in the Records of the Morrow County Clerk's Office, Titled "MORROW COUNTY POLICY FOR PRIVATE CATTLE GUARD WITHIN COUNTY ROAD R/W"

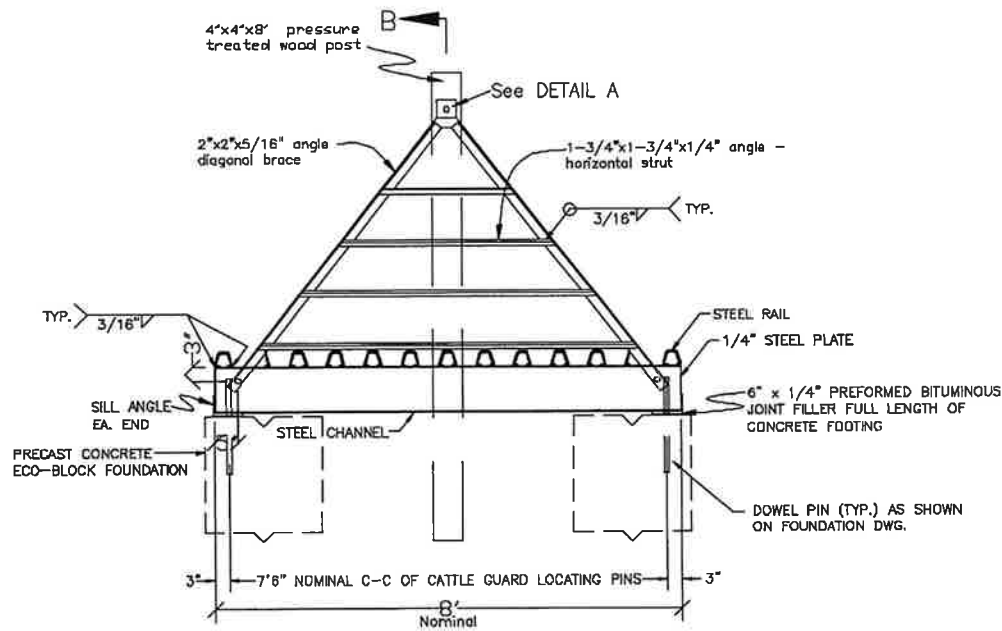


**PUBLIC WORKS DEPARTMENT**

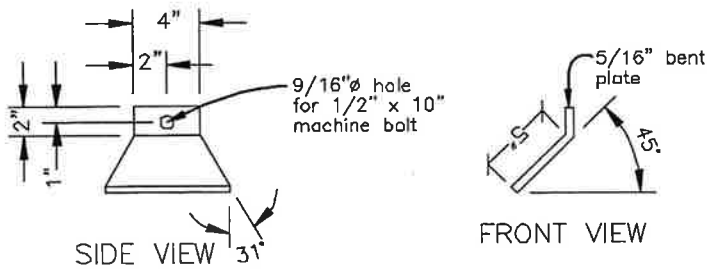
Airport General Maintenance Road Department Parks Waste Management

**CATTLE GUARD**  
Sheet 1 of 2

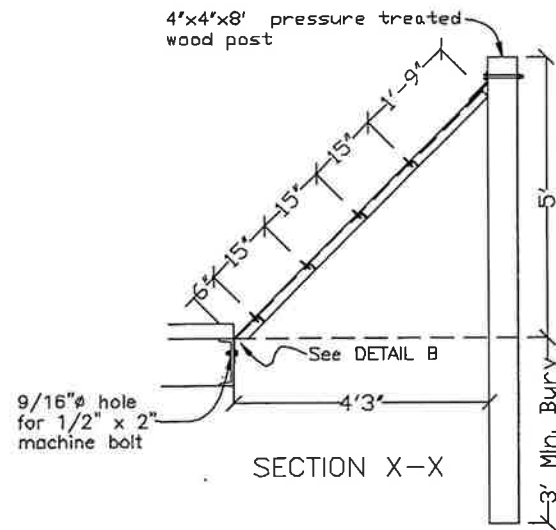
Rev 09-21-20



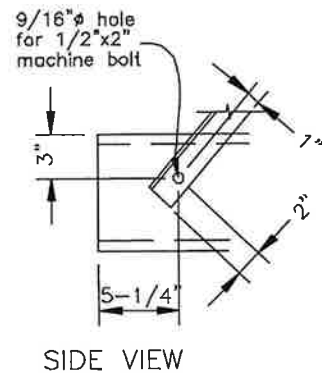
SECTION A-A  
NOT TO SCALE



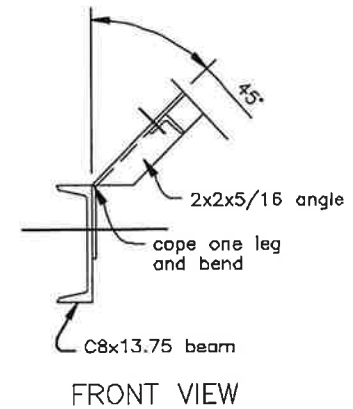
DETAIL A



ANGLE IRON END WING



SIDE VIEW



FRONT VIEW

DETAIL B



**PUBLIC WORKS DEPARTMENT**

*Airport General Maintenance Road Department Parks Waste Management*

**CATTLE GUARD**  
*Sheet 2 of 2*

Rev 09-21-20



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

(For BOC Use)
Item #
7e

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

Presenter at BOC: Tamra Mabbott
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 922-4624 X 5505
Requested Agenda Date: May 26, 2021

Board support and authorization to submit a pre-application for a grant.

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10
Purchase Pre-Authorization
Other

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

Reviewed By:

Tamra Mabbott May 24, 2021 Department Director Required for all BOC meetings
Darrell Green 5/24/21 Administrator Required for all BOC meetings
County Council \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Oregon Department of Land Conservation & Development (DLCD) is soliciting interest by way of a Request for Interest (RFI), for housing grants. Previously, the Oregon Legislature in 2017 allocated housing planning grant funds only for cities larger than 10,000 population. The DLCD anticipates the Oregon Legislature will allocate funds for small, rural cities for housing related planning work.

The attached RFI would provide grant funds for the three cities in Willow Creek Valley, Ione, Lexington and Heppner to develop a detailed implementation strategy for housing and implementation of the 2019 Housing Needs Analysis.

The three cities have expressed informal support via email. Staff is working with each city to secure a formal letter of support to attach to the RFI.

### Attachments:

- (1) Request for Interest - Oregon Middle Housing and Housing Needs
- (2) Summary - Housing Grant Request for Interest
- (3) DRAFT Map of Willow Creek Valley (DRAFT)

## **2. FISCAL IMPACT:**

There is no direct fiscal impact to the County. County Planning staff are committed to assisting with the project as needed. If awarded a grant, the consultant would contract directly with DLCD (as shown on attached Request for Interest) and therefore no funds would be transferred to county or cities and county budget would not be impacted. +

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

Approve the RFI and signature by Board Chair Don Russell.

Attach additional background documentation as needed.



# REQUEST FOR INTEREST

## OREGON MIDDLE HOUSING & HOUSING NEEDS



House Bill 2001 and House Bill 2003 Implementation

May 5, 2021

The Oregon Department of Land Conservation and Development (DLCD) is accepting requests for interest in planning assistance from cities and counties to implement HB 2001 (Middle Housing for Housing Choice) and HB 2003 (Housing Supply).

### Background

During the 2019 legislative session, the Legislature appropriated funds to DLCD for the purpose of providing planning assistance to local governments for the purpose of: 1) assisting local governments with the development of regulations to allow duplexes and middle housing, as specified in HB 2001; 2) assisting local governments with the development of plans to improve water, sewer, storm drainage and transportation services in areas where duplexes or other middle housing types may not be feasible due to service constraints, also specified in HB 2001; and 3) provide planning assistance to local governments to implement the provisions specified in HB 2003, including housing needs analyses, housing production strategies, and housing implementation plans. This funding was allocated to selected jurisdictions, and this work will be complete by June 30, 2021.

In the next biennium (2021-2023), it is possible that additional funds will be appropriated to DLCD to continue the implementation of House Bills 2001 and 2003. While funding has not yet been allocated for the 2021-2023 biennium by the Legislature, cities above 25,000 and local governments within Metro will be required to complete code updates to comply with House Bill 2001 by June 30, 2022. In recognition of this limited timeframe, DLCD is beginning the application process before the start of the biennium to provide jurisdictions as much time as practicable to complete code updates. ***\*\*Please note that additional grant funding for the 2021-2023 biennium for the implementation of House Bill 2001 and 2003 is still tentative and contingent upon approval from the Legislature at this time.\*\****

To provide this assistance, DLCD will offer local governments the option for these products to either 1) use a consultant team selected by the state who is experienced in completing Housing Needs Analyses (HNA), housing production strategies (HPS), housing implementation plans, and development code writing where the consultant would work for a city to prepare the necessary materials; or 2) select their own consultant to conduct the necessary work and execute a direct grant administration contract with DLCD specifying deliverables, timelines, and payment. All funds must be spent, and local governments must complete the projects by an established deadline (i.e. June 30, 2021 for cities and counties who receive planning assistance to comply with the requirements of HB 2001) or by the end of the 2021-2023 biennium - June 30, 2023.

### Available Services

Cities and counties may request assistance developing one of the following products.

**Middle Housing Code Updates.** Non-Metro Cities with more than 25,000 residents and cities and counties over 1,000 residents in the Portland Metropolitan area, with or without consultant assistance, must update their development codes or adopt the Model Code to comply with the provisions of HB 2001 regarding middle housing. These cities must comply with the law by June 30, 2022. As such, all work, project deliverables, and invoices for Middle Housing Code Update projects must be closed out by that date.



## May 5, 2021 Request for Interest

## Oregon HB 2001, HB 2003 Planning Assistance

**Housing Needs Analysis (HNA).** Cities may request funds for assistance to prepare and adopt a HNA. A HNA includes a housing needs projection addressing housing types and price levels, residential land needs analysis, buildable lands inventory, and identification of measures for accommodating needed housing as described in OAR chapter 660, divisions 7 and 8. The purpose of an HNA is to ensure that cities have an available land supply to accommodate their housing needs over the next 20 years. Pending authorization by the Legislature (HB 3155), the department will also offer planning grants for HNAs to cities with population under 10,000.

**Housing Production Strategy (HPS).** Cities with population greater than 10,000 are required, within a year after their housing needs analysis deadline, to adopt a housing production strategy. A housing production strategy will outline the tools, actions, or policies a city plans to implement to encourage the production of needed housing identified in the adopted HNA. Administrative rules outlining the required elements of a housing production strategy have been adopted and can be viewed on the Secretary of State web page under [OAR Chapter 660, Division 008](#). Pending authorization by the Legislature (HB 3155), the department will also offer planning grants for HPSs to cities with population under 10,000.

**Housing Implementation Plan.** Cities with HNAs less than five years old may, with or without consultant assistance, develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools. Pending authorization by the Legislature (HB 3155) the department will also offer planning assistance grants for housing implementation plans to cities with population under 10,000. *Please note that a housing implementation plan is not a housing production strategy as described in House Bill 2003/ORS 197.290.*

## Eligibility

All cities, counties, and regional governments throughout the state may submit a Request for Interest. However, an individual jurisdiction may not be eligible for every type of assistance. The department anticipates that jurisdictions will be eligible for each type of planning assistance as follows, pending funding allocation by the Legislature:

|                               |   |
|-------------------------------|---|
| Middle Housing Code Updates:  | Non-Metro cities above 25,000 population<br>Metro cities above 1,000 population<br>Metro counties   |
| Housing Needs Analysis:       | Cities above 10,000 population<br>Cities below 10,000 population (pending passage of HB 3155)<br>Counties and Regional Governments (region-wide analysis) |
| Housing Production Strategy:  | Cities above 10,000 population<br>Cities below 10,000 population (pending passage of HB 3155)<br>Counties and Regional Governments (region-wide analysis) |
| Housing Implementation Plans: | All cities with an adopted HNA less than five years old.<br>Cities below 10,000 population (pending passage of HB 3155)                                   |

**Request for Interest Form and Next Steps**

Complete and sign one-page request for interest form (on following page). Requests for interest will be accepted through May 31, 2021. After this time, DLCD will follow up with formal application materials and instructions on how to apply for assistance. Selected jurisdictions will be asked to sign a memorandum of understanding that spells out the roles and responsibilities of the consultant, DLCD, and the local government. **Please note that additional grant funding for the 2021-2023 biennium for the implementation of House Bill 2001 and 2003 is still tentative and contingent upon approval from the Legislature at this time.**

Additional Information

Please contact your DLCD regional representative with questions or for more information.

|  |  |   |
|--|--|---|
| <u>Mid-Willamette Valley</u><br>Sarah Marvin<br><a href="mailto:sarah.marvin@state.or.us">sarah.marvin@state.or.us</a><br>(503) 559-1380 | <u>East Metro</u><br>Jennifer Donnelly<br><a href="mailto:jennifer.donnelly@state.or.us">jennifer.donnelly@state.or.us</a><br>(971) 239-9451                 | <u>West Metro, Morrow and Umatilla Counties</u><br>Anne Debbaut<br><a href="mailto:anne.debbaut@state.or.us">anne.debbaut@state.or.us</a><br>(503) 804-0902 |
| <u>Central Oregon:</u><br>Scott Edelman<br><a href="mailto:scott.edelman@state.or.us">scott.edelman@state.or.us</a><br>(541) 306-8530    | <u>Southern Oregon</u><br>Josh LeBombard<br><a href="mailto:josh.lebombard@state.or.us">josh.lebombard@state.or.us</a><br>(541) 414-7932                     | <u>South Coast</u><br>Hui Rodomsky<br><a href="mailto:hui.rodomsky@state.or.us">hui.rodomsky@state.or.us</a><br>(541) 270-3279                              |
| <u>North Coast</u><br>Lisa Phipps<br><a href="mailto:lisa.phipps@state.or.us">lisa.phipps@state.or.us</a><br>(503) 812-5448              | <u>Eastern Oregon :</u><br><i>Currently vacant, Regional Rep varies per jurisdiction. A list of cities by Regional Rep can be found on the DLCD website.</i> | <u>Southern Willamette Valley</u><br>Patrick Wingard<br><a href="mailto:patrick.wingard@state.or.us">patrick.wingard@state.or.us</a><br>(541) 393-7675      |

**REQUEST FOR INTEREST**

City:

OR

County: Morrow County with Cities of Ione, Lexington, Heppner

Contact Person (name and title): Tamra Mabbott, Planning Director

Contact phone number: 541-922-4624

Contact e-mail address: tmabbott@co.morrow.or.us

**Service of Interest.**

Select any of interest that your local government qualifies for.

Would you prefer a DLCD-provided consultant or a direct grant to hire your own planning consultants/staff?

|                                   |                                     | DLCD-provided consultant            | Direct grant             |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| HB 2001 Code Assistance           | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| Housing Needs Analysis (HNA)      | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| Housing Production Strategy (HPS) | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| Housing Implementation Plan       | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Project Description See attached.

In a one page attached document, please briefly describe the proposed project and associated desired outcomes.

By signing below, the local government demonstrates community support as required by ORS 284.753(5) – signature by an elected official authorized to act on behalf of the governing body. Please note: if your jurisdiction requires approval by Planning Commission or City Council to accept planning assistance, we highly recommend planning now to seek their approval before jurisdictions are awarded funding.

\_\_\_\_\_  
Signature of local governing body representative

\_\_\_\_\_  
Date

Chair, Morrow County  
Title Board of Commissioners

### Submittal

Please submit this Request for Interest by May 31, 2021 to DLCD by email to the following addresses: [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us) & [housing.dlcd@state.or.us](mailto:housing.dlcd@state.or.us) and copy: [Anne.Debbaut@state.or.us](mailto:Anne.Debbaut@state.or.us). DLCD will follow up with official application materials and instructions.

The Willow Creek Valley is located in the southern region of Morrow County and includes three small cities, Lone (pop. 330), Lexington (pop. 265) and Heppner (pop. 1,295<sup>i</sup>). Population growth rate is at or below 1% for each city. The cities are eager to see more housing constructed in order to sustain existing populations and hopefully increase the modest growth rate. Two volunteer organizations are actively working to develop more housing, the Willow Creek Valley Economic Development Group (WCVEDG) and the Lone Community Agribusiness Organization (ICABO). Additional housing is also a high priority for Morrow County.

While efforts are underway to promote new housing, the region lacks a comprehensive implementation strategy and plan to realize an adequate supply of more housing. In 2019, Morrow County worked with cities and a consultant to develop a Housing Needs Analysis (HNA). That was the important first step in realizing more housing. Now, this grant project proposes funding to take the next step and implement the recommendations of the 2019 HNA.

The project seeks creative thinking to help the cities meet modest goals for housing. Two – five new homes per year makes a measurable difference to the schools and the local economy. With the experience of the COVID 19 pandemic, cities in the Willow Creek Valley have become popular places for people to live outside of larger urban areas. Yet there is virtually no housing stock on the market.

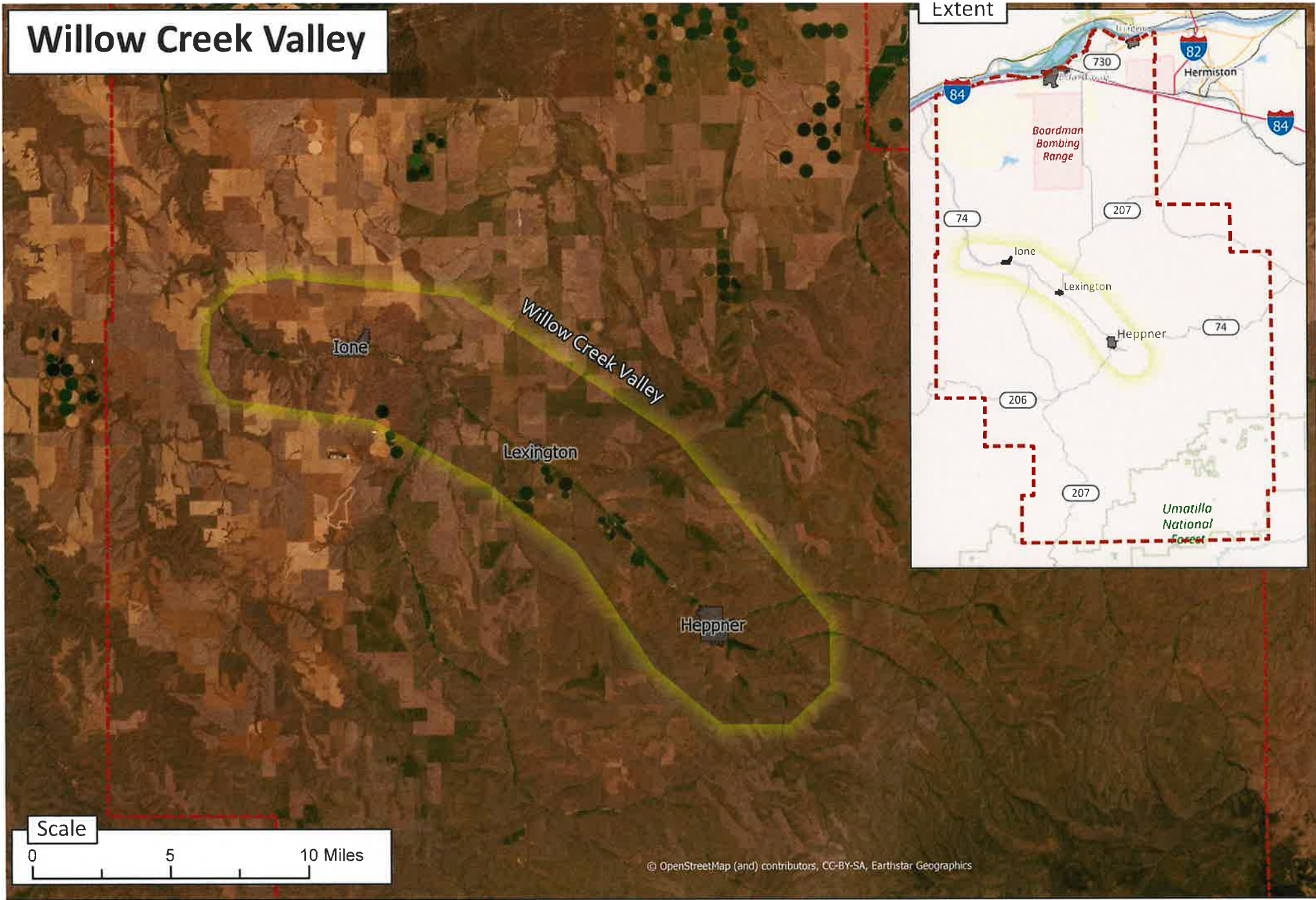
This project would include the next level planning to fine tune the HNA implementation strategies, including adoption-ready Goal 10 Comprehensive Plan Updates, code updates to streamline housing permitting and a detailed assessment of innovative ways to attract more housing through incentives, development of infrastructure and more. Each city has a large inventory of residential areas that are “difficult to serve.” The project would also require site specific analysis and solutions (pre-engineering) for development.

Morrow County recently updated Goal 10 Housing as well as a Rural Residential 10-acre Zone, in an effort to promote more housing opportunities. The Housing Policies include support for city housing development. To that end, Morrow County is providing staff and technical assistance to the cities.

---

<sup>i</sup> Portland State University 2020 population estimate

# Willow Creek Valley



Scale

0 5 10 Miles

© OpenStreetMap (and) contributors, CC-BY-SA, Earthstar Geographics



# DRAFT MAP

Legend



Date Saved: 5/4/2021 9:19 AM

Cartography By: Stephen Wrecsics  
Morrow County Planning Department  
Coordinate System: NAD83 Oregon GIC Lambert ft  
Datum: North American 1983  
Projection: Lambert Conformal Conic







# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The original plan for the Upper Conference room was to improve the sound quality with speakers and mics. Due to COVID, I started working on how to set up the room for virtual meetings using a format like Zoom.

Restrictions due to COVID are starting to diminish. I would like to confirm the Board of Commissioners, would like to continue conducting Board of Commissioner meetings using a virtual format such as Zoom.

If so, what would be the room configuration?

## 2. FISCAL IMPACT:

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

By consensus:

- 1) Continue or discontinue using a virtual format for Board of Commissioner meetings
- 2) Room configuration

Attach additional background documentation as needed.

# ROAD REPORT MAY 2021

**BLADING OPERATIONS:** Following are the roads blade operators worked on.

Zone 1 – Homestead, County Line, Baker

Zone 2 – Liberty School, Valby, Carlson, Morter, Tews

Zone 3 –

Zone 4 – Little Butter Creek, French, Arbuckle, Penland, Ritter, Shaw Grade, Ditch Creek

**UPPER CLARKS CANYON:** Crew members have completed pothole patching on upper Clarks Canyon in preparation for chip sealing.

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

This spring there has been quite a bit of vandalism to road signs. The Sherriff's office has been kept in the loop and is helping with the situation.

**HALVORSEN LN:** Grinding and patching has been completed for chip sealing.

**LAUREL & WILSON:** Patching has been completed for chip sealing.

**WILLOW CREEK:** Patching has been completed for chip sealing.

**BOMBING RANGE:** Rough spots have been milled to improve the ride on Bombing Range in preparations for a chip seal this summer.

**STOCKPILING:** Chip seal rock and oil rock is being stockpiled for this seasons chip seal and paving projects.

**CATTLE GUARD MAINTENANCE:** Crew members cleaned out a cattle guard on Cecil Rd.

**PAVING PROJECTS:** We have begun paving on Clarks Canyon. I am hoping to finish the first week of June.

**PERMITS:** Permits approved for the month of May are not in the system yet. I will report next month.



**EXECUTIVE ORDER NO. 21-11****DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN  
BAKER, DOUGLAS, GILLIAM, MORROW, AND WHEELER COUNTIES  
DUE TO LACK OF PRECIPITATION AND UNUSUALLY LOW SNOW  
PACK AND STREAMFLOW.**

At the request of Baker County (by Declaration of Disaster dated April 7, 2021), Douglas County (by Order dated April 28, 2021), Gilliam County (by Resolution R-2021-05 dated April 21, 2021), Morrow County (by Resolution R-2021-12 dated April 28, 2021), and Wheeler County (by Resolution 2021-10 dated April 21, 2021), and based on the recommendations of the Drought Readiness Council and the Water Supply Availability Committee, and pursuant to ORS 536.740, I find the lack of precipitation, low snow pack, low reservoir levels, and low streamflow have caused or will cause natural and economic disaster conditions in these five counties.

Forecasted water supply conditions are not expected to improve, and drought is likely to have significant economic impacts on the farm, ranch, vineyard, recreation, and natural resources sectors, as well as impacts on drinking water and fish and wildlife and other natural resources which are dependent on adequate precipitation, stored water, and streamflow in these areas. Extreme conditions are expected to affect local growers, increase the potential for fire, shorten growing season, and decrease water supplies.

Conditions continue to be monitored by the state's natural resource and public safety agencies, including the Oregon Water Resources Department, the Oregon Office of Emergency Management, the Oregon Office of the State Fire Marshal and the Oregon Department of Forestry's Fire Protection Division.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses of these counties. I therefore declare that a severe, continuing drought emergency exists and is likely to continue to exist in Baker, Douglas, Gilliam, Morrow, and Wheeler Counties.

**NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:**

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and to assist in agricultural recovery in Baker, Douglas, Gilliam, Morrow, and Wheeler Counties.
- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water users in Baker, Douglas, Gilliam, Morrow, and Wheeler Counties as the Department and Commission determine is necessary and appropriate in accordance with ORS 536.700 to 536.780.



**EXECUTIVE ORDER NO. 21-11**  
**PAGE TWO**

- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Baker, Douglas, Gilliam, Morrow, and Wheeler Counties.
- V. All other state agencies are directed to coordinate with the above agencies and to provide appropriate state resources as needed to assist affected political subdivisions and water users in Baker, Douglas, Gilliam, Morrow, and Wheeler Counties.
- VI. This Executive Order expires on December 31, 2021.

Done at Salem, Oregon, this 10<sup>th</sup> day of May, 2021.



*Kate Brown*

Kate Brown  
GOVERNOR

ATTEST:

*Shemia Fagan*

Shemia Fagan  
SECRETARY OF STATE







# Oregon

Kate Brown, Governor

Department of Transportation

ODOT Region 5

3012 Island Avenue

La Grande, OR 97850-9497

Phone: (541) 963-3177

Fax: (541) 963-5307

FILE CODE:

May 24, 2021

To the Oregon Transportation Commission,

First, we wish to express our gratitude for all you do for our two states and specifically for our communities. The Southeast Area Commission on Transportation (SEACT) and the Northeast Area Commission on Transportation (NEACT) wish to jointly express its desire for a second bridge crossing from Ontario, Oregon to Fruitland, Idaho. This bridge is included in the Ontario Transportation System Plan. It is to be located between the Interstate 84 crossing and Idaho Avenue Crossing straight east from 18<sup>th</sup> Avenue to connect to Fruitland, Idaho's downtown.

As both cities have expanded over the last two decades, the need for a second crossing has become apparent. Both cities have recognized the need for the crossing. Ontario's eastern border has and continues to fill because of our sales tax advantage while Fruitland has grown in housing primarily because of property tax advantage. Both cities combine to make one large community separated only by a river and state boundaries. The City's of Payette, Nyssa, Vale, and Weiser are also part of the larger community, only separated by a few miles.

As this will undoubtedly cost far beyond either of our cities ability to afford, we are seeking state and federal recognition for this need. Our hope is that state and federal resources can begin to plan and save for this project by adding it to the State Transportation Improvement Plan (STIP). The City of Ontario is willing to help in whatever capacity is available. This additional bridge will facilitate continued growth in this one large two-state community.

The local state crossing of the Snake River has become congested and bottlenecked. Crossing times are long going east or west. This traffic is a mixture of interstate commercial commerce between food and wood manufacturing and local retail. Large employers with several thousand employees (e.g. Heinz Kraft, Dickinson Frozen Foods, Fry Foods, and Woodgrain) are navigating this stretch of state highway 30 right alongside retail shopping that sees approximately \$600 million of retail commerce per year. The food manufactures alone send hundreds of trips a day of tractor-trailers across this stretch of East Idaho and the Highway 30. Other large employers such as the hospital and prison bring hundreds of commuting vehicles across the same stretch of state highway and the bridge between the two states.

Separating or thinning out the mixture of commercial, retail, and local traffic could be accomplished by an additional crossing over the Snake River.

The alternative route for crossing the Snake River is from Ontario Oregon's SE 18<sup>th</sup> Avenue to Fruitland Idaho's 1<sup>st</sup> Street. Both transportation system plans (Ontario, OR and Fruitland, ID) recognize this need but no planning has taken place. This project needs pre-engineering and planning to determine the need, route, and cost for the entire project. Traffic counts, feasibility, and right-of-way needs are essential pieces of the pre-

engineering. We understand that this is an enormous project, but we feel that it is time to put it on everyone's radar so that we are not chasing this need past its due point.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Doherty", written over a horizontal line.

Chairman; Commissioner Jim Doherty, NEACT

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Chairman; Judge Pete Runnels, SEACT

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Chairman; Judge Dan Joyce, SEACT