

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 7, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
 2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
 3. **Open Agenda:** The Board may introduce subjects not on the agenda
 4. **Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: May 26th & June 2nd
 - c. ~~Equity Fund Loan Documents, Morrow County Health District~~
 - d. Good Shepherd CareVan Purchase Service Agreement
 - e. Oregon Department of Transportation, Public Transportation Division Agreement No. 35074 (STIF Discretionary – Bus Barn Planning)
 - f. ODOT Public Transportation Division Agreement No. 35075 (STIF Discretionary – Inter-community services between Heppner & Boardman)
 - g. ODOT Public Transportation Division Agreement No. 35076 (Boardman/Port of Morrow Circular)
 - h. ODOT Public Transportation Division Agreement No. 35185 (5310 FTA Grant – salary & benefits, preventive maintenance, contracted services)
 - i. U.S.D.A. Animal & Plant Health Inspection Services Agreement No. 21-7341-5126-RA
 - j. Amendment 21 to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services
 - k. CIS Property Insurance Renewal
 5. **Legislative Updates**
 6. **Business Items**
 - a. Road Committee Appointment Request (Sandi Pointer, Public Works)
 - b. Request to Reorganize Two Nurse Positions (Lindsay Grogan, Human Resources Director)
 - c. Discussion – Order No. OR-2021-10: An Order Declaring a Local State of Emergency due to COVID-19
 - d. Building Project Updates
 7. **Department Reports**
 - a. Administrator’s Monthly Report (Darrell Green)
 - b. Sheriff’s Office Monthly Report (Melissa Ross)
 - c. Fair Office Quarterly Report (Ann Jones)
 - d. District Attorney Quarterly Report (Justin Nelson)
 8. **Correspondence**
 9. **Commissioner Reports**
 10. **Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
 11. **Signing of documents**
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12. Adjourn

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

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

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

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 Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

**Morrow County Board of Commissioners Meeting Minutes
May 26, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Tony Clement, Roberta Lutchter, Tamra Mabbott, Justin Nelson

Present Via Zoom

Staff: SaBrina Bailey Cave, Ronda Fox, Mike Gorman, Lindsay Grogan, Eric Imes, Katie Imes, Deanne Irving, Ian Murray, Sandi Pointer, Nazario Rivera, Matt Scrivner, Linda Skendzel; Non-Staff: Sheryll Bates, Chad Campfield, Erika Lasater, Wendy Neal, Glenn McIntire, Karen Pettigrew, Jessica Rose, Derrin Tallman, Jonathan Tallman, David Sykes

Call to Order, Pledge of Allegiance & Roll Call: 9:01 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable and Payroll Payables*
2. *Amendment 1 to the 2019-21 Justice Reinvestment Grant #JR-19-025; additional \$24,960 to personnel; and authorize Chair Russell to sign on behalf of the County*

Commissioner Lindsay seconded. Unanimous approval.

9:06 a.m. Public Hearing on the Approved Budget for Fiscal Year 2021-2022

Chair Russell opened the Public Hearing and said it would remain open throughout the meeting to allow for any last-minute input. He then called for the Staff Report.

Finance Director Kate Knop said the FY 2021-22 budget was approved by the Budget Committee in April. The total approved budget was \$60,760,485. Since then, Public Works, General Maintenance, submitted two requests:

1. \$42,000 originally appropriated in FY 2020-21 for roof repair but not used. The project now needs an increase in material costs of \$7,750; new total \$49,750
2. FY 2021-22 approved budget appropriation for a vehicle, \$45,000. Increase by \$15,000 for a vehicle compatible with snow plow and flat bed attachments; new total \$60,000

Regarding the pending decision on sheriff's compensation, the Commissioners decided to take it up following the Business Items.

Legislative Updates

Planning Director Tamra Mabbott updated the Board on Senate Bill 866, which would allow municipalities to contract with a third party building official. She offered to draft a letter of support for the Commissioners to sign.

Chair Russell moved to have Ms. Mabbott draft a letter in support of SB 866 and authorize the Chair to sign. Commissioner Lindsay seconded. Unanimous approval.

Business Items

COVID Safeguards Policy Update to Include Vaccinated Status

Lindsay Grogan, Human Resources Manager

Ms. Grogan requested an update to the Temporary COVID-19 Safeguards Policy to include the new guidance from the Centers for Disease Control and Prevention (CDC) and the Oregon Health Authority (OHA) regarding vaccination status. She reviewed the additions and outlined the exceptions.

Commissioner Lindsay moved to approve the amended COVID-19 Safeguards Policy. Commissioner Doherty seconded. Discussion took place on whether or not to include additional information due to different guidance for State Courts. County Counsel Justin Nelson said the current policy amendment relates to employees and he was good with it but he would work State Courts on communicating the difference for visitors to State Courts on the second floor of the Courthouse. Unanimous approval.

OHA Intergovernmental Agreement #170129

Nazario Rivera, Public Health Director

Mr. Rivera said the agreement allows for reimbursement of costs associated with the Federal Emergency Management Agency (FEMA) vaccine distribution events. The Public Health Department can submit invoices to OHA for materials and personnel costs and they will be granted as long as funds are available in the State pool dedicated to FEMA reimbursements.

Commissioner Doherty moved to approve OHA IGA #170129 and authorize Chair Russell to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Morrow County Cattle Guard Policy Update

Matt Scrivner, Public Works Director

Mr. Scrivner explained the Board held two Work Sessions on the topic and it was taken up by a subgroup of the Road Committee. He requested adoption of the update for private cattle guards within the County road right-of-way.

The Agenda Cover Sheet contained the following information under Fiscal Impact: The cattle guard and 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.

After discussion, two changes were requested by the Commissioners:

1. Change "Denial of permits can be *protested*" to "Denial of permits can be *appealed*"
2. Change "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" to "At any time that MCPW deems a cattle guard to be a road hazard, it can be removed immediately and the landowner *may* bear all costs of reinstallation"

Commissioner Doherty moved to accept the policy with the edits discussed. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said if the Public Works Director finds the timelines to be too tight, it comes back to the Board of Commissioners to increase the

timelines, if needed. Commissioner Doherty brought up a call from a landowner who was working with Public Works on a cattle guard but who might have challenges with his neighbor's actions. Mr. Scrivner said he would contact the landowner. Unanimous approval.

Authorization to Submit Pre-Application, Oregon Department of Land Conservation & Development (DLCD) Housing Grant

Tamra Mabbott, Planning Director

Ms. Mabbott said DLCD anticipates the successful passage of House Bill 3182, which would provide funding for cities to update housing production strategies. She asked the Board to sign the Request for Interest as she planned to work with the Cities of Heppner and Ione, and the Town of Lexington to help them use the 2019 Buildable Lands Analysis and move it to the next step. The next steps consist of hiring a consultant to review very specific projects, neighborhoods, codes and other things to encourage housing. DLCD will then notify the entities that are invited to apply, she said.

Commissioner Lindsay moved to approve submitting the DLCD Request for Interest Form and authorize Chair Russell to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.

Bartholomew Building Upper Conference Room Audio/Visual

Darrell Green, Administrator

Mr. Green explained plans were underway before the pandemic to improve the audio and video capabilities in the Upper Conference Room. He asked the Commissioners if they wanted to continue using a virtual format for meetings, and how they wanted to configure the room now that restrictions were easing. The Commissioners agreed to continue using a virtual format for meetings and to return to the prior configuration with the Commissioners in the front of the room. There was discussion about the location for BOC meetings in the new Irrigon Building. The judge's bench in the courtroom was designed so it could double as the location for BOC meetings once a month, however scheduling was yet to be resolved. Mr. Green asked that a decision be made fairly soon so changes could be made to the building plans.

Building Project Updates

Morrow County Government Center Building in Irrigon:

- Most of the building materials were on track to be delivered on time, with the exception of some masonry materials, but a solution has been worked out.
- The roof was completed and interior office spaces were being built out.
- Project is still on time and on budget.

Sheriff's Station 2:

- Trusses are going up this week.
- Project still on schedule to be completed by the third week of July.

Public Hearing on the Approved Budget for Fiscal Year 2021-2022, continued

Sheriff's Salary

Chair Russell referenced an email from Human Resources Manager, Lindsay Grogan that outlined the history of the sheriff's salary.

Commissioner Doherty summed it up by saying the sheriff's salary was artificially inflated in recent years by \$10,000-15,000 to meet the Oregon Revised Statute (ORS) requirement that a sheriff must be the highest paid individual in that department. The Compensation Board took that into account and suppressed some of the cost-of-living adjustments (COLAs). He continued, if the COLAs are added back in and the conflated value is removed, it means a salary of around \$111,000. He said he thought this approach was appealing, calling it a happy medium.

Ms. Grogan said \$111,000 was about \$2,000 below the sheriff's current salary.

Chair Russell said his calculation for the sheriff's salary, including a 2.5% COLA, equals \$113,844.02. Ms. Grogan added that means a \$700 increase above his current salary.

Commissioner Doherty proposed the sheriff's salary be calculated by using the salary without the ORS increases and adding back in the missed COLAs, and also include a 2.5% COLA for this next year, consistent with the other elected officials. Chair Russell seconded. Unanimous approval.

General Maintenance Requests Received After Budget Committee Approval of the Budget

Ms. Knop and Anthony Clement, General Maintenance Supervisor, recapped the requests:

- \$42,000 was originally appropriated in the FY 2020-21 budget for roof repairs. The project was not started and since then material costs have increased by \$7,750. This now brings the total request to \$49,750.
- \$45,000 request to purchase a vehicle was approved by the Budget Committee for FY 2021-22. To make the vehicle compatible for snow plow and flatbed attachments, an additional \$15,000 is requested.

Commissioner Lindsay moved to add the roof repairs into the budget. Commissioner Doherty seconded. Unanimous approval.

Commissioner Lindsay moved to add \$15,000 to the line item for the new General Maintenance truck. Commissioner Doherty seconded. Unanimous approval.

Break: 10:24-10:34 a.m.

Sheriff's Salary, continued

Ms. Grogan said the net change to the sheriff's salary would be an increase of \$875.77, which does include a COLA on July 1st.

Chair Russell called for any public input; no response.

Ms. Knop recapped the changes to Form LB-1 (Notice of Budget Hearing):

- Net increase to Public Works Capital Outlay of \$64,750
- Net increase in salary to the sheriff of \$875.77
- Net decrease of the two of these - \$65,625.77, which is a net increase in appropriations in the General Fund, offset against the Contingency balance that will net at \$727,416

Ms. Knop recommended Contingency since it wouldn't meet the 10% level and can be moved forward for adoption without another public hearing.

Chair Russell closed the public hearing at 10:39 a.m.

Commissioner Doherty moved to approve the three tentative motions made during the open portion of the public hearing. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

- The Road Department Monthly Report was reviewed by Eric Imes, Assistant Road Master.

Business Items, continued

County and Tallman Property

Jonathan Tallman and Derrin Tallman

The Tallman family owns property in the Boardman area they plan to develop and would like the County to be actively involved in the planning discussions. After discussion, the Commissioners agreed to have Commissioner Lindsay act as the Board's liaison with Planning Department staff and County Counsel, as well as the other stakeholders.

Correspondence

- Governor Kate Brown's 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.
- OHA's COVID-19 Vaccination Trends.
- Letter to the Oregon Transportation Commission from the Chairs of Oregon's three Area Commissions on Transportation requesting a new bridge at Ontario. Commissioner Doherty signed as Chair of the North East Area Commission on Transportation.

Commissioner Reports

Reports of activity were provided by the Commissioners.

11:32 a.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiation

12:08 p.m. Closed Executive Session: No decisions

Signing of documents

Adjourned: 12:15 p.m.

Morrow County Board of Commissioners Meeting Minutes
June 2, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Roberta Lutcher, Tamra Mabbott, Justin Nelson, Melissa Ross

Present Via Zoom

Staff: Stephanie Case, SaBrina Bailey Cave, Mike Gorman, Eric Imes, Crystal Jaeger, Matt Kenny, Sandi Pointer, Matt Scrivner, Linda Skendzel, Heidi Turrell; Non-Staff: Sheryll Bates, Debbie Pedro, Karen Pettigrew, David Sykes

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

City & Citizen Comments:

Joe McElligott

Jim Kirkpatrick

Mr. Kirkpatrick said he and Mr. McElligott needed a cattle guard moved on the 21 Road near the OHV Park, but Public Works can't do so until after the paving season in the fall. In the interim, they were requesting a 30' temporary fence in the County right-of-way (ROW). He explained they already installed the fence but the neighbor removed it.

Mr. McElligott said Public Works Director Matt Scrivner and Commissioner Doherty looked at the area last week and it was suggested they ask the Board for a permit to build a temporary fence in the County ROW. He said he wanted confirmation of a permit to put a temporary fence in the ROW and wanted to know what the back-up plan would be if the neighbor removed the fence again and who would support keeping the fence there.

During the discussion, County Counsel Justin Nelson asked if there had been any communication to the neighboring landowner prior to Mr. Kirkpatrick and Mr. McElligott installing the fence. After hearing there hadn't been, he said that should be the first step and, in the meantime, he would review the easements there.

Discussion continued and Chair Russell concluded by saying the Board was giving the Public Works Director permission to consider issuing the permit today and if he does so, he has the support of the Commissioners with communication to the landowner that it's a temporary fence until the cattle guard can be relocated to a more suitable position.

Open Agenda

Administrator Darrell Green said he just received an amendment to the contract between the County and the State that passes funds to Community Counseling Solutions. The State changed to a "DocuSign" process and listed the Administrator as the signer. He asked the Board if they approved of the change and if the amendment could be added to the agenda since he would be away from the office for a week. It was agreed to add it as the last Business Item and in the future to list amendments in the Consent Calendar as a way to keep the Board informed.

Consent Calendar

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

- 1. Accounts Payable and Payroll Payables*
- 2. Minutes: April 28th*
- 3. Revised Purchase of Supplies Contracts with Granite Construction and American Rock for Hot Mix Asphalt; and authorize the Public Works Director to sign on behalf of the County*
- 4. Amendment to the Contract with Community Counseling Solution, Inc. for Community Developmental Disabilities Services; extending the contract 90 days from June 30, 2021*

Commissioner Lindsay seconded. Unanimous approval.

Legislative Updates

Planning Director Tamra Mabbott said House Bill 2520 was on its way to being approved. She said it directs the Department of Land Conservation and Development to promulgate Administrative Rules to allow a county to justify an exception to Land Use Planning Goals for siting a renewable energy project on farmland. She said it gives counties the first position, rather than another agency.

Business Items

Second Reading & Adoption: Ordinance No. ORD-2021-4 – Code Enforcement Update

Stephanie Case, Planner II

Ms. Case provided the Second Reading by title: “An Ordinance Adopting an Update to the Morrow County Code Enforcement Ordinance, Adding Compliance with Zoning and Subdivision Ordinances and Addressing Vehicle Nuisance Storage. This Action Repeals and Replaces Ordinance ORD-2019-4.”

Commissioner Doherty moved to adopt Ordinance No. ORD-2021-4: An Ordinance Adopting an Update to the Morrow County Code Enforcement Ordinance, Adding Compliance with Zoning and Subdivision Ordinances and Addressing Vehicle Nuisance Storage. This Action Repeals and Replaces Ordinance ORD-2019-4, with the emergency clause to make it effective July 5, 2021. Commissioner Lindsay seconded. Unanimous approval.

Contract with Community Counseling Solutions, Inc. to Provide Community Mental Health, Alcohol, Drug Abuse and Gambling Services

Darrell Green, Administrator

Mr. Green said the contract with CCS reflects the language and terms in the intergovernmental agreement between the County and Oregon Health Authority (#166052).

Commissioner Doherty moved to approve the contract between Morrow County and Community Counseling Solutions, Inc. for Mental Health and Addiction Services; effective July 1, 2021 to December 31, 2021. Commissioner Lindsay seconded. Unanimous approval.

Memorandum of Understanding (MOU) between the Boardman Senior Center and The Loop

Darrell Green, Administrator

Mr. Green said the MOU clarifies how the Boardman bus barn facility can be used. Brief discussion.

Commissioner Doherty moved to approve the Memorandum of Understanding, Boardman Bus Barn, between the Boardman Senior Center and Morrow County/The Loop. Commissioner Lindsay seconded. Discussion: Commissioner Doherty asked what was being done to “get our arms around” the County’s numerous contracts, agreements, MOUs, etc. Mr. Green said meetings with staff are continuing on the process for the 400+ contracts to ensure they’re reviewed and come through the County. Unanimous approval.

Order No. OR-2021-10: Extending Order Declaring a Local State of Emergency – COVID-19
Justin Nelson, County Counsel

Mr. Nelson asked the Commissioners what end date they preferred.

Commissioner Lindsay said from last week’s meeting with the Governor’s Office, she learned Gov. Brown was leaning toward removing the Executive Orders at the end of June but continuing the Emergency Order for another 60 days. Commissioner Lindsay suggested the County extend until July 9th to allow time to know what the Governor’s Office will do. She added there was concern that July 4th celebrations might become super-spreader events that could potentially impact schools.

Commissioner Lindsay moved to approve Order No. OR-2021-10: An Order Declaring a Local State of Emergency, Extending Order No. OR-2020-6; and extend the Order to July 9, 2021. Commissioner Doherty seconded. Discussion: Commissioner Doherty said he would be a “no” vote and wanted the Order to expire. Commissioner Lindsay said she was concerned about the dollars. The County learned that by not declaring a disaster following the Boardman wind event, that it impacted the ability to receive disaster funding, she stated. Vote: Aye: Chair Russell and Commissioner Lindsay. Nay: Commissioner Doherty. Motion carried.

Emergency Operations Center Update

- Some COVID funds have to be expended by June 30th so the members of the EOC Team have been looking into options but purchases have to be related to contact tracing.

Building Project Updates

- Sheriff Station 2 – Roof is going on, inside walls are being built. Scheduled to be completed in six weeks.
- Morrow County Government Center – Things are going according to schedule and there aren’t any concerns about major delays. A lot of the interior work is being done, including plumbing and electrical work. Project remains on time and on budget.

Break: 10:05-10:22 a.m.

Business Items, continued

Second Amendment to OHA 2021 IGA #166052 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services

Commissioner Lindsay moved to approve the Second Amendment to OHA IGA #166052 and authorize the Administrator to DocuSign the agreement. Commissioner Doherty seconded. Unanimous approval.

Department Reports

- The Administrator's Monthly Report was reviewed by Mr. Green
- The Sheriff's Office Monthly Report was reviewed by Administrative Lieutenant Melissa Ross

Correspondence

- Information from Mr. Nelson regarding face coverings in Circuit Court facilities

Commissioner Reports

Brief comments were made by the Commissioners.

10:39 a.m. Executive Session: Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

11:16 a.m. Closed Executive Session

Signing of documents

Adjourned: 11:25 a.m.



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 4th, 2021
Requested Agenda Date: July 7th, 2021

Good Shepherd CareVan Purchased Service Agreement 2021-2023

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: Good Shepherd Healthcare System CareVan
Contractor/Entity Address: 610 NW 11th St. Hermiston, Oregon 97838
Effective Dates - From: July 1st, 2021 Through: June 30th, 2023
Total Contract Amount: #13,000 Budget Line: 216-320-5-20-3746
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
Rich Tovey - via email 6/4/2021 County Counsel *Required for all legal documents
Kate Knop - via email 6/14/2021 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Good Shepherd Healthcare System has a transportation service called CareVan. This agreement allows CareVan's service to pick up Boardman and Irrigon residents that use Good Shepherd Healthcare Facilities. This agreement is funded through the Special Transportation Fund Budget 2021-2023, the funds in this agreement help to cover a portion of CareVans operating costs.

The prior agreement was in the amount of \$11,000 for 2019-2021 biennium. CareVan's program Coordinator has requested an increase of \$2,000 bringing the total to \$13,000. This increase is due to increased ridership and operating costs. See attached letter of request for funding.

2. FISCAL IMPACT:

\$13,000 from budget #216 - STF Fund

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

Motion to sign the Good Shepherd CareVan Purchased Service Agreement totaling \$13,000.00 beginning July 1st, 2021 and ending June 30th, 2023.

Attach additional background documentation as needed.

Good Shepherd CareVan Purchase Service Agreement

Section I Parties

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

Section II Considerations

It is hereby agreed by and between the above named parties that as consideration for performance by Provider of services in accordance with the terms and conditions specified below, that County will pay to the Provider the sum of \$6,500.00 per year. Funds for this grant will come from the Special Transportation Fund awarded to the County by the Oregon Department of Transportation Rail and Public Transportation for the 2021-2023 biennium. Portions of said sum may be paid to Provider on a quarterly basis as state funds are received, and is subject to full repayment to County by Provider for failure of Provider to adhere to the terms and conditions of this agreement.

Section III Term

This agreement shall be effective from July 1, 2021 through June 30, 2023.

Section IV Terms and Conditions

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

1. Use of Funds

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

2. Services

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

3. Certification

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

4. Independent Contractor

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

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

5. Labor Standards

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

6. Waiver

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

7. Reports and invoices

Provider will furnish to County written reports and invoices for payment on a quarterly basis. For quarter beginning July 1 through September 30 report and invoice due October 15. Quarter October 1 through December 31 report and invoice due January 15. Quarter January 1 through March 31 report and invoice due April 15 and quarter April 1 through June 30 report and invoice due July 15. Invoices from the Provider for payment of the quarter will be for \$1,625.00.

8. Liability of Insurance

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

9. Indemnification

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

10. Dispute Resolution

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

11. Availability of funds

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

12. Governing Law

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

See Appendix A for federal governing requirements.

13. Assignment

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

14. Successors in Interest

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

15. Modification

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


16. Entire Agreement

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

17. Termination

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

Dated this 11th day of June 2021.


Cindy Schaan / Jim Schlenker
Good Shepherd Health Care System
CareVan

Don Russell, Chair
Morrow Co. Commissioner

Jim Doherty
Morrow Co. Commissioner

Melissa Lindsay
Morrow Co. Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Justin Nelson
Morrow Co Counsel

Date: _____

February 4, 2021

Katie Imes
Morrow County Transportation Coordinator
PO Box 495
Heppner, OR 97836

RE: 2021-2023 Biennium Request for STF Grant Funding for the Good Shepherd Health Care System CareVan Medical Transportation Service.

Hi Katie,

On behalf of Good Shepherd Health Care System, we would like to thank Morrow County STF Committee for your continuing support of our CareVan Medical Transportation Service.

I have included a copy of our Overview Reports for fiscal years 2016-2017, 2018-2019, and 2019-2020. As you can see, our Morrow County number of transports have continued to increase over the years.

We are happy to be of service and respectfully request your continued financial support. We are asking for \$13,000.00 for the upcoming biennium beginning July 2021 and continuing through June 2023.

If you have any questions or need further information, please don't hesitate to contact me at 541-667-3690 or cschaan@gshealth.org

Sincerely,



Cindy Schaan, DVS
CareVan Medical Transportation Supervisor

Good Shepherd Health Care System CareVan Transportation Overview Report - Fiscal 2019 - 2020

Trips cannot Acc

Month	New	#Rides	Ride Al.	Hrs Driven	Dispatch Hrs	Est.Miles	Donations	Hermiston	Umatilla	Irrigon	Boardman	Echo	Stanfield	Seniors	Disabled	Veterans	Cancelled	
July	56	682	142	261.5	6.75	7913	\$74.00	373	83	68	29	44	85	357	298	102	200	
August	43	543	96	192.5	7.25	6066	\$114.00	318	86	55	34	1	49	295	290	37	208	
September	88	647	132	273.25	6.25	6678	\$173.00	409	103	57	45	7	26	345	325	43	214	
October	72	861	104	360.25	7	7858	\$195.00	571	134	65	44	5	42	392	389	51	340	
November	54	585	84	235.75	8.25	5540	\$117.00	385	111	16	30	0	43	254	276	28	209	
December	63	614	98	256.5	4.75	5952	\$244.00	415	100	34	29	2	34	294	335	34	207	
January	80	736	117	334.25	6	7864	\$273.00	435	134	61	46	10	53	375	355	35	258	
February	84	814	163	344	5.75	7703	\$260.75	537	148	65	38	1	25	487	427	61	279	
March	56	654	68	249.75	4.5	6430	\$201.00	452	102	55	35	1	9	379	337	35	200	
April	88	385	14	20	4.25	3429	\$81.00	286	45	33	14	1	6	139	153	17	56	
May	44	455	24	71.75	4	4643	\$69.00	305	62	47	22	5	14	211	180	32	72	
June	39	603	39	181	0	5603	\$104.30	405	109	39	31	11	8	316	281	39	111	
Totals	767	7579	1081	2780.5	64.75	75679	1906.05	4891	1217	595	397	88	394	3844	3646	514	2354	0

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Good Shepherd Health Care System CareVan Transportation Overview Report - Fiscal 2018 - 2019

Trips cannot Acc

Month	New	#Rides	Ride Al.	Hrs Driven	Dispatch Hrs	Est.Miles	Donations	Hermiston	Umatilla	Irrigon	Boardman	Echo	Stanfield	Seniors	Disabled	Veterans	Cancelled	
July	59	533	44	183	15.75	6370	\$207.00	301	73	79	33	5	42	316	394	24	96	
August	49	454	20	211.75	13	4750	\$230.00	268	94	53	4	2	33	340	329	32	76	
September	45	467	35	171.5	17.5	3985	\$114.00	319	53	40	13	0	42	261	230	24	37	
October	43	590	33	170.25	22	6022	\$69.10	364	102	4	1	0	2	300	291	33	69	
November	46	495	38	124	9	5345	\$306.00	327	66	57	33	0	12	292	259	43	99	
December	76	498	54	204.75	5.5	5292	\$111.00	345	42	53	30	0	28	280	248	52	244	
January	92	638	63	250.75	6.5	6611	\$19.00	405	51	77	17	4	84	340	329	31	238	
February	74	534	57	179.25	5	4644	\$407.00	385	70	45	13	1	20	279	239	27	234	
March	73	629	74	188	3.75	6585	\$213.00	410	79	47	49	1	45	349	311	68	183	
April	59	680	108	187.25	4.75	6298	\$226.00	436	83	42	32	0	87	414	320	61	176	
May	74	782	93	256.75	7.5	7512	\$148.25	481	94	72	54	0	81	418	325	82	180	
June	53	558	84	217.5	4.5	6364	\$187.00	328	70	70	32	10	48	273	262	91	184	
Totals	743	6858	703	2344.75	114.75	69778	\$2,237.35	4369	877	639	311	23	524	3862	3537	568	1816	0

3561

950

Good Shepherd Health Care System CareVan Transportation Overview Report - Fiscal 2016-2017

Trips cannot Acc

Month	New	#Rides	Ride Al.	Hrs Driven	Dispatch Hrs	Est.Miles	Donations	Hermiston	Umatilla	Irrigon	Boardman	Echo	Stanfield	Seniors	Disabled	Veterans	Cancelled	
July	27	251	32	144.75	25	2459	\$241.00	150	77	24	0	0	0	208	187	36	66	
August	25	350	38	107.75	28.75	2935	\$157.00	241	73	30	0	2	4	270	254	43	63	
September	16	295	18	110	21.25	3311	\$154.00	177	58	26	0	4	28	266	207	38	54	
October	17	284	27	104	14.75	3342	\$127.00	151	89	25	4	0	15	231	199	59	60	
November	16	276	38	119.5	7.5	2962	\$98.00	166	45	26	0	0	39	231	212	64	51	
December	13	244	20	80.75	10.25	3595	\$201.00	157	37	20	2	0	28	195	149	34	53	
January	25	229	13	92.25	17	2755	\$78.00	138	35	46	4	0	6	162	114	22	61	
February	29	289	13	110.75	13.75	3597	\$107.00	133	76	53	5	0	22	225	143	30	25	
March	23	378	16	144.5	15.75	4042	\$181.00	238	77	46	2	5	10	339	185	39	43	
April	28	334	37	133	12	3576	\$101.00	231	38	32	8	3	22	274	192	24	64	
May	25	412	26	123.5	12.5	4390	\$141.00	271	48	53	8	0	32	313	236	24	52	
June	19	440	43	136.5	7.25	5308	\$160.00	271	44	70	16	5	34	352	245	32	56	
Totals	263	3782	321	1407.25	185.75	42272	\$1,746.00	2324	697	451	49	19	126	3066	2323	445	648	0

4103

500

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Project Title: STIF Disc. Morrow County 35074 - Planning for Bus Barn

This agreement funds a project to develop a bus barn facility for the public transit system serving Morrow County. This project will fund the first phase of work including siting, environmental and cultural resources, hazardous materials, corridor assessment, architectural and design, and civil engineering for a facility to be constructed under another capital grant process.

Morrow County will release a Request for Purchase for a consultant firm to produce a work plan and facility design sketch guiding the delivery of this project. Morrow County, Umatilla County, and CTUIR recently concluded a strategic planning process to implement a new public transportation service between Morrow and Umatilla Counties, the new service is anticipated to launch in 2022 -2023. Through this process, the plan identifies the need for transit centers in our region. A Transit Center will provide the capacity needed to maintain and store our transit fleet as well as provide connectivity to other transit providers such as Greyhound, Del Norte, and Kayak.

2. FISCAL IMPACT:

\$78,832 State Share to fund #216

\$19708 local match #216

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

Motion to sign agreement 35074 with the Oregon Department of Transportation Public Transportation Division.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$78,832.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

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

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement(1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

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

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____

Recipient's Legal Counsel

Date _____

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/28/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Morrow County 35074				
<i>Planning - Bus Barn.</i>				
Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$98,540.00	\$78,832.00	\$19,708.00	Local
Sub Total	\$98,540.00	\$78,832.00	\$19,708.00	
Grand Total	\$98,540.00	\$78,832.00	\$19,708.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a planning project to develop a bus barn facility for the public transit system serving Morrow County, Oregon. This project will fund the first phase of work including siting, environmental and cultural resources, hazardous materials, corridor assessment, architectural and design, and civil engineering for a facility to be constructed under another capital grant process.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. GTFS data shall be updated in advance of

system changes to allow trip planners to stay current. Recipient, if operating demand response service, shall create and maintain GTFS-flex data for their service.

The establishment and maintenance of GTFS data may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a work plan and facility design sketch guiding the delivery of this project. The site plan will detail the consultant/designer's consideration of elements intended to improve the building's energy efficiency and reduce the environmental impacts of construction. Such design considerations may include energy efficient lighting schemes, building material recommendations, water saving design, and other environmentally sustainable building elements.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

STIF discretionary program reimbursements for this project shall not exceed \$78,832.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable. Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information

System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipient shall identify the actions taken towards completing planning deliverables, including, but not limited to, identifying partners and other stakeholders consulted for the project and description of feasibility studies or other studies completed in the course of meeting project objectives.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$78,832.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

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.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

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.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

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



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 21, 2021
Requested Agenda Date: July 7, 2021

Oregon Department of Transportation Agreement #35075

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 Department of Transportation - Public Transportation Division

Contractor/Entity Address: 555 13th NE Salem, Or

Effective Dates - From: July 1, 2021

Through: June 30, 2023

Total Contract Amount: \$173,000

Budget Line: 216-320-5-20-3747

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

Reviewed By:

Department Director
Administrator
Rich Tovey - via email 6/23/2021 County Counsel
Kate Knop - via email 6/24/2021 Finance Office
Human Resources

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)

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

Project Title: STIF Disc Morrow County 35075 - Operating: Heppner/Boardman Connector

This agreement funds operations tasks as follows:

Establishment of scheduled inter-community services between Heppner and the Boardman/Port of Morrow Circular, serving the community of Lexington en route. Service will run up to eight round trips, Monday through Friday, with a schedule to be determined by the outcome of a planning project presently being delivered in collaboration with Umatilla County and Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation). Service delivery is expected to begin in fiscal year 2023.

2. FISCAL IMPACT:

\$138,400 State Share to fund the #216 budget

\$34,600 local match #216 budget

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

Motion to sign agreement 35075 with the Oregon Department of Transportation Public Transportation Division.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$138,400.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

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

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement(1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

11. General Provisions

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

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page

of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/21/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Morrow County 35075				
<i>Operating: Heppner - Boardman Connector.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$173,000.00	\$138,400.00	\$34,600.00	Local
Sub Total	\$173,000.00	\$138,400.00	\$34,600.00	
Grand Total	\$173,000.00	\$138,400.00	\$34,600.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds operations tasks as follows:

Heppner to Boardman Connector

Establishment of scheduled intercommunity services between Heppner, Oregon and the Port of Morrow in Boardman, Oregon, serving the community of Lexington, Oregon en route. Service will run up to eight round trips, Monday through Friday, with a schedule to be determined by the outcome of a planning project presently being delivered in collaboration with Umatilla County and Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation).

Service delivery is expected to begin in fiscal year 2023.

STIF discretionary grant program reimbursements for this task shall not exceed \$138,400.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility

of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, shall create and maintain current GTFS data describing the funded services. GTFS data should be updated in advance of system changes to allow trip planners to stay current. Recipient, if operating demand response service, is strongly encouraged to create and maintain GTFS-flex data for their service. GTFS creation and maintenance services may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

Recipient is strongly encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

Modifications to projects funded with STIF Intercommunity Discretionary funds must continue to provide significant benefit to the statewide transit network or risk loss or reduction of project funding.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$138,400.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

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.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

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.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

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



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

(For BOC Use)
Item #
49

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 21, 2021
Requested Agenda Date: July 7, 2021

Oregon Department of Transportation Agreement #35076

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 Department of Transportation - Public Transportation Division
Contractor/Entity Address: 555 13th Street NE Salem, Or
Effective Dates - From: July 1, 2021 Through: June 30, 2023
Total Contract Amount: \$185,000 Budget Line: 216-320-5-20-3747
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
Rich Tovey - via email 6/23/2021 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Project Title: STIF Disc. Morrow County 35076 - Operating: Boardman/Port of Morrow Circular.

This agreement funds operations tasks as follows:

Establishment of a high frequency , deviated route service offering public transit to the community of Boardman and the Employers of the Port of Morrow(east of Boardman). The Circular will run Monday through Saturday, on a schedule and route that is presently under development through a planning partnership with Umatilla County and Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation). Service delivery is expected to begin in fiscal year 2023

2. FISCAL IMPACT:

\$148,000 State Share to fund the #216 budget

\$37,000 local match #216 budget

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

Motion to sign agreement 35706 with the Oregon Department of Transportation Public Transportation Division.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$148,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement(1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

11. General Provisions

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

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page

of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/21/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Morrow County 35076				
<i>Operating: Port of Morrow-Boardman Circulator.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$185,000.00	\$148,000.00	\$37,000.00	Local
Sub Total	\$185,000.00	\$148,000.00	\$37,000.00	
Grand Total	\$185,000.00	\$148,000.00	\$37,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds operations tasks as follows:

Boardman/Port of Morrow Circulator

Establishment of a high frequency, deviated route service offering public transit to the community of Boardman, Oregon and first/last mile connections between intercommunity and commuter services and the employers at the Port of Morrow (east of Boardman). The Circulator will run Monday through Friday, on a schedule and route that is presently under development through a planning partnership with Umatilla County and Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation).

Service delivery is expected to begin in fiscal year 2023.

STIF discretionary reimbursements for this task shall not exceed \$148,000.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, shall create and maintain current GTFS data describing the funded services. GTFS data should be updated in advance of system changes to allow trip planners to stay current. Recipient, if operating demand response service, is strongly encouraged to create and maintain GTFS-flex data for their service. GTFS creation and maintenance services may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

Recipient is strongly encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

Modifications to projects funded with STIF Intercommunity Discretionary funds must continue to provide significant benefit to the statewide transit network or risk loss or reduction of project funding.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each

deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$148,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

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.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

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.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

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



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

(For BOC Use) Item # 4h

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

Presenter at BOC: Katie Imes
 Department: The Loop
 Short Title of Agenda Item:
 (No acronyms please)

Date submitted to reviewers: June 15th, 2021
 Requested Agenda Date: July 7th, 2021

Oregon Department of Transportation Agreement 35185

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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity: Oregon Department of Transportation - Public Transportation Division	
Contractor/Entity Address: 555 13th Street NE Salem, Or.	
Effective Dates – From: July 1st, 2021	Through: June 30th, 2023
Total Contract Amount: \$136,011	Budget Line: 504-504-3-30-3146
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

_____ Department Director	Required for all BOC meetings
_____ DATE _____ Administrator	Required for all BOC meetings
Rich Tovey - via email 6/15/2021 _____ County Counsel	*Required for all legal documents
_____ DATE _____	
Kate Knop - via email 6/18/2021 _____ Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE _____	
_____ Human Resources	*If appropriate
_____ DATE _____	

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Project Title: 5310 Morrow County 35185

The funds in this agreement are provided by the Federal Transit Administration and are administered through the Oregon Department of Transportation. The purpose of the funds is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

Items included in this agreement are:

Mobility Management - half of the Transportation Coordinator's Salary and Benefits

Preventative Maintenance - Vehicle Maintenance and repairs

Contracted Service - Purchased Service with Kayak Public Transit

2. FISCAL IMPACT:

\$122,043 to fund #504-5310 - FTA Grant Fund for the 2021-2023 biennium.

As of 7/1/21: Request budget transfer from #216 - STF Fund to #5310 - FTA Grant Fund for matching funds in the amount of \$13,968

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

Motion to sign agreement 35185 with Oregon Department of Transportation - Public Transportation Division.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$136,011.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$122,043.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by 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 Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

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

ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **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.
- n. **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.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/10/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Morrow County 35185				
Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$76,969.00	\$69,064.00	\$7,905.00	State Funds
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$47,042.00	\$42,211.00	\$4,831.00	State Funds
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$12,000.00	\$10,768.00	\$1,232.00	State Funds
Sub Total	\$136,011.00	\$122,043.00	\$13,968.00	
Grand Total	\$136,011.00	\$122,043.00	\$13,968.00	

1. PROJECT DESCRIPTION

A. Mobility Management

Mobility management is an approach for managing and delivering coordinated transportation services to customers, including seniors, people with disabilities, and individuals with lower incomes.

Eligible mobility management activities include:

- *Operating transportation brokerages to coordinate service providers, funding resources, and customer needs;*
- *Coordinating transportation services for seniors, individuals with disabilities, and individuals with low incomes;*
- *Supporting local partnerships that coordinate transportation services;*
- *Staffing the development and implementation of coordination plans;*
- *Providing travel training and trip planning activities for customers;*
- *Developing and operating traveler call centers to coordinate travel information, manage eligibility requirements, and arrange customer travel; and*
- *Planning and implementing the acquisition of intelligent transportation technologies to operate a coordinated system.*

Reimbursements for this task under Section 5310 shall not exceed \$69,064.

B. Preventive Maintenance

This Agreement provides funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

Reimbursements for this task under Section 5310 shall not exceed \$42,211.

C. Purchased Services

This Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in and around Morrow County, Oregon

and to support the administrative costs required to manage the service contract.

Reimbursements for this task under Section 5310 shall not exceed \$10,767.

2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES

A. Mobility Management

Mobility management projects include planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation agencies and increase service options that would not otherwise be available for seniors, people experiencing disabilities, and other riders of public transportation.

Recipient will provide call center services and travel orientation targeted to seniors and individuals with disabilities residing in Morrow County, Oregon. Funds will support staff serving as dispatch, travel trainer and mobility manager. The staff in these positions will provide travel training and orientation targeted to seniors, individuals with disabilities, and the general public.

Recipient will conduct travel training with a goal of removing barriers and allowing seniors to age in place and maintain independence. This task shall include one-on-one travel training and at least one targeted community outreach campaign. The goals of this task are to improve access to transportation by providing supportive education in a safe environment and to improve coordination of transportation resources.

The following measure is established to evaluate the effectiveness of the project over the Agreement period:

Number of customer contacts served by Mobility Management Program: 9,000

Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.

B. Preventive Maintenance

Recipient will complete all preventive maintenance tasks prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State, upon request, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

C. Purchased Services

The contracted service will be provided by a contractor selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.

Recipient will market the services in an inclusive and culturally appropriate manner.

Recipient is encouraged to set realistic goals and establish measurable outcomes. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows.

*One-Way Rides for the biennium of fiscal years 2022 and 2023: 3,200
Unduplicated Riders for the biennium of fiscal years 2022 and 2023: 75*

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

This Agreement covers contracted public transportation provision, as defined under the 49 USC Section 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

Eligible mobility management expenses are administrative or planning costs to develop new projects and do not include capital costs other than durable equipment, supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$4,999 of the total project cost.

4. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project.

A. Mobility Management

Recipient will provide a quarterly narrative progress report and a fiscal report in addition to the regular quarterly report required by State. This report will be attached to the quarterly agency periodic report. For each task, Recipient will report:

- a. The task status, including any issues encountered and the planned resolution;*
- b. Hours expended on the tasks to date*
- c. The cost for each task; and*
- d. The percentage of completion.*

Task costs will specify labor and non-labor expenses including staff travel and professional consultant expenses, as applicable. Labor expenses shall be reported as an hourly labor rate multiplied by the number of hours expended to date on the task.

B. Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

C. Purchased Services

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$122,043.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

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.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

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.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

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

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



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

(For BOC Use)
Item #
4i

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) **USDA APHIS Wildlife Services - Cooperative Agreement No.: 21-7341-5126-RA**

Date submitted to reviewers:
Requested Agenda Date: 07/07/2021

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **USDA APHIS Wildlife Services**

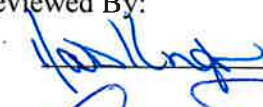
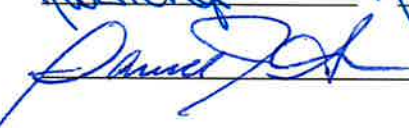
Contractor/Entity Address: **6035 NE 78th Ct., Suite 100, Portland, OR 97218**

Effective Dates – From: **07/01/2021** Through: **06/30/2022**

Total Contract Amount: **\$60,000.00** Budget Line: **101-199-5-50-5115 Wildlife Services**

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

Reviewed By:

 _____	<u>7/1/21</u> DATE	Department Director	Required for all BOC meetings
 _____	<u>7/2/21</u> 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

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

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

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

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

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Wildlife Services (APHIS-WS) is offering a Cooperative Service Agreement with the objective to provide professional wildlife management assistance to reduce or manage damage caused by coyotes, predatory animals, and other nuisance wildlife to protect property and human health and safety.

The specific goals are:

1. To provide direct assistance for Morrow County from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

APHIS-WS will invoice Morrow County monthly for actual costs incurred in providing service, not to exceed \$60,000, provided there are billable expenses posted at the time of billing for the month of service.

2. FISCAL IMPACT:

The Budget Committee approved appropriations for the fiscal year 2021-2022 in the amount of \$60,000 from account 101-199-5-50-5115, Wildlife Services.

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

Move to approve the USDA APHIS-WS Work and Financial Plan for July 1, 2021 to June 30, 2022 in the amount of \$60,000, and have Chair Russell sign on behalf of the County.

Attach additional background documentation as needed.

**USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN**

COOPERATOR: MORROW COUNTY
COOPERATIVE AGREEMENT NO.: 21-7341-5126-RA
ACCOUNT WBS: AP.RA.RX41.73.0535
AGREEMENT DATES: July 1, 2021 – June 30, 2022
AGREEMENT AMOUNT: \$60,000.00

Pursuant to Cooperative Service Agreement No. 18-7341-5126-RA between Morrow County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes, predatory animals, and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Morrow County from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.
Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.
Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.
2. APHIS-WS District Supervisor Shane Koyle in LaGrande, Oregon will supervise this project (541) 963-7947. This project will be monitored by the Acting State Director, in Portland, Oregon (503) 326-2346.
3. APHIS-WS will invoice Morrow County monthly for actual costs incurred in providing service, not to exceed \$60,000.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Morrow County understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Morrow County and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

COST ESTIMATE FOR SERVICES:

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

AUTHORIZATION:

Morrow County
P.O. Box 867
Heppner, OR 97836

Representative, Morrow County
TIN# 93-6002308

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Acting State Director, Oregon

Date

Keith Wehner, Director, Western Region

Date

FINANCIAL PLAN

For the dispersement of funds from

Morrow - County

to

USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2021

to

6/30/2022

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 35,130.47	\$ 25,052.16	\$ 60,182.63
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 4,792.93	\$ 2,783.57	\$ 7,576.50
Other Services	\$ 4,260.00	\$ -	\$ 4,260.00
Supplies and Materials	\$ 3,004.96	\$ -	\$ 3,004.96
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 47,188.36	\$ 27,835.73	\$ 75,024.09
----------------------------------	---------------------	---------------------	---------------------

Pooled Job Costs	11.00%	\$ 5,190.72	\$ 5,190.72
Indirect Costs	16.15%	\$ 7,620.92	\$ 7,620.92
Aviation Flat Rate Collection		\$ -	\$ -
Agreement Total		\$ 60,000.00	\$ 87,835.73

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$60,000.00. The Cost Share amount is \$27,835.73. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



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

(For BOC Use)
 Item #
 4j

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:
 (No acronyms please)

Date submitted to reviewers: 06/28/2021
 Requested Agenda Date: 06/30/2021

Amendment 21 to Oregon Health Authority 2019-2021 Intergovernmental Agreement #159824 for the Financing of Public Health Services

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 checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> 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: Through: **06/30/2021**
 Total Contract Amount: **\$7,845** Budget Line: **GL Code: 101-114-3-30-3496**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:		
<u>Nazario Rivera</u>	<u>06/24/2021</u>	Department Director
	<small>DATE</small>	
		Required for all BOC meetings
<u>Darrell Green</u>	<u>06/28/2021</u>	Administrator
	<small>DATE</small>	
		Required for all BOC meetings
<u>N/A</u>	_____	County Counsel
	<small>DATE</small>	
		*Required for all legal documents
<u>Kate Knopp (email)</u>	<u>06/28/2021</u>	Finance Office
	<small>DATE</small>	
		*Required for all contracts; other items as appropriate.
<u>N/A</u>	_____	Human Resources
	<small>DATE</small>	
		*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This contract is amendment 21 to our intergovernmental contract for this current biennium (2019-2021). These dollars are directly tied to program element 01-05 which is funding for COVID-19 Local Active Monitoring. The funds are fee for service for case investigation.

2. FISCAL IMPACT:

Funds will be provided to revenue GL code 101-114-3-30-3496.

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

The suggestion is to move to approve the agreement to Oregon Health Authority Intergovernmental Agreement #159824 and authorize Commissioner Russell to sign on behalf of the County.

Attach additional background documentation as needed.

Agreement #159824



**TWENTY-FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twenty-First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

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

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.

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

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

9. **Signatures.**

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: Don Russell

Title: Chair, Board of Commissioners

Date: July 7, 2021

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		2) Issue Date Saturday, May 1, 2021		This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$14,354.00	\$0.00	\$14,354.00
PE01-04	COVID19 Response	\$16,892.27	\$0.00	\$16,892.27
PE01-05	COVID-19 Local Active Monitoring	\$635,474.22	\$7,845.00	\$643,319.22
PE01-07	ELC ED Contact Tracing	\$162,128.00	\$0.00	\$162,128.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$0.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$466,916.00	\$0.00	\$466,916.00
PE01-10	OIP - CARES	\$124,198.00	\$0.00	\$124,198.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$70,384.00	\$0.00	\$70,384.00
PE12-02	COVID-19 Response	\$19,991.88	\$0.00	\$19,991.88
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$7,500.00	\$0.00	\$7,500.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,890.00	\$0.00	\$1,890.00
PE42-04	MCAH Babies First! General Funds	\$6,044.00	\$0.00	\$6,044.00
PE42-06	MCAH General Funds & Title XIX	\$3,548.00	\$0.00	\$3,548.00
PE42-11	MCAH Title V	\$18,366.00	\$0.00	\$18,366.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	MCAH Oregon Mothers Care Title V	\$3,441.00	\$0.00	\$3,441.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,455.00	\$0.00	\$8,455.00
PE43-06	CARES Flu	\$16,761.00	\$0.00	\$16,761.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$52,220.33	\$0.00	\$52,220.33
PE46-05	RH Community Participation & Assurance of Access	\$12,470.00	\$0.00	\$12,470.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$36,910.84	\$0.00	\$36,910.84
		\$1,757,944.54	\$7,845.00	\$1,765,789.54

5) Foot Notes:

PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-04	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-05	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE01-09	Funds are available 01/15/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2020 - 6/30/2024. Any unspent funds as of 6/30/21 will be rolled over into the FY22 award. Please see provided budget guidance for more details on roll over information.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE12-02	03/01/2021: The COVID-19 funds have been extended for SFY 21 through 6/30/2021. Unspent funds from SFY21 are eligible to be awarded in SFY 22.

5) Foot Notes:	
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.

6) Comments:	
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.
PE01-04	9/2020: Rollover of unspent award from SFY20
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$111,948 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b Case Investigation FFS 4/4-8/31/20 \$523,526.22; 5/2021 - add'l funds for FFS Case Management
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.
PE01-08	1/2021: add award for wrap client direct services
PE01-09	SFY21: COVID Award
PE12	08/2020: Amending to revise PE12 language
PE12-02	03/10/2021: Funding extended through SFY21 - any unspent funds will be awarded under SFY22. 9/2020: Rollover of unspent SFY20 funds, award must be spent by 03/15/2021
PE44-02	10/2020: Roll over of unspent funds from SFY20 - \$12,220.33
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A
Federal Award Date:	3/1/20	3/1/20
Budget Performance Period:	3/27/2020-12/30/2021	3/27/2020-12/30/2021
Awarding Agency:	CARES Act	CARES Act
CDFA Number:	21.019	21.019
CFDFA Name:	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act
Awarding Official:	N/A	N/A
Indirect Cost Rate:	N/A	N/A
Research and Development (T/F):	FALSE	FALSE
PCA:	50248	50251
Index:	50109	50109

Agency	DUNS No.	Amount	Amount	Grand Total:
Morrow	010741189	\$643,319.22	\$0.00	\$643,319.22



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

(For BOC Use)
Item #

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): x5302
Requested Agenda Date: 07/07/2021

CIS Insurance Renewal - General Liability, Auto, Mobile and Property.

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: Agent - Wheatland Insurance
Contractor/Entity Address: PO Box 755, Heppner, OR 97836
Effective Dates - From: 07/01/2021 Through: 06/30/2022
Total Contract Amount: \$336,625.73 Budget Line: Multiple
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Kate Knop 7/6/2021 Department Director

Required for all BOC meetings

[Signature] 7/6/21 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)

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

CIS (CityCounty Insurance Services) provides coverage for Property, Auto, Mobile and General Liability Insurance. This year's premium will be \$336,625.73. This is an increase of \$28,055.25 or 9.09% over the previous year.

Discount Summary:

Aggregate/Retro Deductible Credit	(\$15,000.00)	No change from previous year.
Multi-Line Credit	(17,717.14)	Increase of \$10,173.72 from previous year.
Other GL Risk Exposure	1,000.00	Reduced by \$2,000 from previous year.
TOTAL DISCOUNT:	(\$31,717.14)	

This cost will be distributed among the various Funds and Departments based on the location and user of the assets.

Please see the following page for previous years' comparison by type of coverage.

2. FISCAL IMPACT:

CIS - Property, Auto, General Liability Policy, ###-###-5-20-3530 \$336,625.73

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

Motion: approve CIS (CityCounty Insurance Services) insurance coverage for property, auto, mobile and general liability insurance.

Attach additional background documentation as needed.

MORROW COUNTY
Insurance Renewal Rates
Comparisons from FY 2019/2020 through FY 2021/2022

Description	2019/2020	2020/2021	Difference		2021/2022	Difference	
Gen Liability	\$ 145,644.99	\$ 145,941.61	\$ 296.62	0.20%	\$ 166,139.12	\$ 20,197.51	13.84%
Auto Liability	\$ 38,865.42	\$ 38,113.68	\$ (751.74)	-1.93%	\$ 42,034.46	\$ 3,920.78	10.29%
TOTAL GEN & AUTO LIABILITY	\$ 184,510.41	\$ 184,055.29			\$ 208,173.58		
Auto Damage	\$ 43,349.61	\$ 53,436.73	\$ 10,087.12	23.27%	\$ 56,790.80	\$ 3,354.07	6.28%
	\$ 227,860.02	\$ 237,492.02			\$ 264,964.38		
Property	\$ 80,471.01	\$ 92,621.88	\$ 12,150.87	15.10%	\$ 103,378.49	\$ 10,756.61	11.61%
	\$ 308,331.03	\$ 330,113.90			\$ 368,342.87		
VARIOUS CREDIT TOTALS	\$ (20,889.93)	\$ (21,543.42)	\$ (653.49)	3.13%	\$ (31,717.14)	\$ (10,173.72)	47.22%
	\$ 287,441.10	\$ 308,570.48	\$ 21,129.38		\$ 336,625.73	\$ 28,055.25	
	14.81%	7.35%			9.09%		

Property and/or Liability Proposal Summary



citycounty insurance services
cisoregon.org

Named Member
Morrow County
PO Box 788
Heppner, OR 97836

Agent of Record
Wheatland Insurance-Heppner
PO Box 755
Heppner, OR 97836

Proposal Date: 6/30/2021
Member Number: 20023
Effective Date: 7/1/2021
Termination Date: 7/1/2022

Coverage	Description	Amount	Total
General Liability (Aggregate Plan)	Contribution Limit: \$5,000,000	\$166,139.12	
	Aggregate/Retro Deductible Credit	(\$15,000.00)	
	Multi-Line Credit	(\$7,606.96)	
	Other GL Risk Exposure	\$1,000.00	
			\$144,532.17
Auto Liability	Contribution	\$42,034.46	
	Multi-Line Credit	(\$2,101.72)	
			\$39,932.74
Auto Physical Damage	Contribution	\$56,790.80	
	Multi-Line Credit	(\$2,839.54)	
			\$53,951.26
Property	Contribution	\$103,378.49	
	Multi-Line Credit	(\$5,168.92)	
			\$98,209.56
Optional Excess Liability	Not Purchased		\$0.00
Optional Excess Quake	Not Purchased		\$0.00
Optional Excess Flood	Not Purchased		\$0.00
Optional Excess Crime	Not Purchased		\$0.00
Optional Excess Cyber Liability	Not Purchased		\$0.00
Difference in Conditions	Not Purchased		\$0.00
Summary			
	Contribution	\$368,342.88	
	Aggregate/Retro Deductible Credit	(\$15,000.00)	
	Multi-Line Credit	(\$17,717.14)	
	Other GL Risk Exposure	\$1,000.00	

This is not an invoice. Information Only.

\$336,625.73

CIS Liability Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/30/2021

Coverage Period: 7/1/2021 to 7/1/2022

CIS 1212 Court St NE Salem, OR, 97301	Named Member Morrow County PO Box 788 Heppner, OR 97836	Agent of Record Wheatland Insurance-Heppner PO Box 755 Heppner, OR 97836
---	---	--

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	NONE	\$20,000
Cyber Security Expense Coverage	\$50,000		\$5,000	

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2021)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$4,800,000	\$14,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2021)

Coverage*	Per Occurrence	Annual Aggregate		
Additional layer of Excess Liability	Not Purchased	Not Purchased		

*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

Coverage	Contribution
General Liability	\$167,139.12
Auto Liability	\$42,034.46
Liability Total	\$209,173.59

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Auto Physical Damage Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/30/2021

Coverage Period: 7/1/2021 to 7/1/2022

CIS
1212 Court St NE
Salem, OR, 97301

Named Member
Morrow County
PO Box 788
Heppner, OR 97836

Agent of Record
Wheatland Insurance-Heppner
PO Box 755
Heppner, OR 97836

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$56,790.80
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

*This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Total Contribution: \$56,790.80
Forms Applicable: CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2021)
**Current CIS Auto Schedule

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Property Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/30/2021 **Coverage Period: 7/1/2021 to 7/1/2022**

	Named Member	Agent of Record
CIS 1212 Court St NE Salem, OR, 97301	Morrow County PO Box 788 Heppner, OR 97836	Wheatland Insurance-Heppner PO Box 755 Heppner, OR 97836

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Limits (Per Occurrence):*	
Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
Difference In Conditions - Earthquake & Flood (if any):	\$0
Extra Items (if any):	

*This represents only a brief summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:	Per current CIS Property Schedule.
Perils Covered:	Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.
Deductibles:	\$1,000 Per occurrence except as noted and as follows (if any). \$1,000 Per occurrence on scheduled mobile equipment items. Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.
Total Contribution:	\$103,378.49 (Property)
Forms Applicable:	CIS Property Coverage Agreement - CIS PR (7/1/2021)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____

Equipment Breakdown Coverage Proposal



citycounty insurance services
cisoregon.org

Proposal Date: 6/30/2021 Coverage Period: 7/1/2021 to 7/1/2022

	Named Member	Agent of Record
CIS 1212 Court St NE Salem, OR, 97301	Morrow County PO Box 788 Heppner, OR 97836	Wheatland Insurance-Heppner PO Box 755 Heppner, OR 97836

This Proposal Does Not Bind Coverage
Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage Limits:*

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

*This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered:	Per current CIS Property Schedule.
Deductible:	\$1,000 All Coverages: 24 hour waiting period applies for service interruption.
Contribution:	Included
Forms Applicable:	CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2021)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: _____
Authorized Representative / Agent

Date: _____



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

(For BOC Use)
 Item #
 6a

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
 Department: Public Works - Road Dept. Requested Agenda Date: 07/07/2021
 Short Title of Agenda Item: Road Committee member appointment
 (No acronyms please)

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 type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By: [Signature] 6/22/2021 Department Head Required for all BOC meetings
DATE

[Signature] 7/2/21 Admin. Officer/BOC Office 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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Road Committee has a nine-person committee with alternates. Public Works is working to fill vacant spots, looking to the future appointments expiring and filling some positions. Holding Committee meetings once or twice a year challenges us to keep updated. Attached you will find the application from the individual wishing to be on the committee.

Alternate Representing Lexington and surrounding area Lori Seitz Representation for this area.

Please see member list and geographical area representation, and the application submitted.

2. FISCAL IMPACT:

N/A

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

Motion to accept Lori Seitz an Alternate Representating Lexington area for a 3-year term for the Morrow County Road Committee.

Attach additional background documentation as needed.

Morrow County Public Works Department

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

Matt Scrivner Eric Imes
Director Asst. Road Master

Sandi Pointer Kirsti Cason
Management Asst. Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 6/21/2021

Name: Lori Seitz

Address: Heppner OR 97836

Mailing Address: _____
Heppner, OR 97836

E-mail Address: _____

Telephone: _____
Work: _____
Cell: _____
Home: _____

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: Lexington
*Boardman, Irrigon, Heppner, Lexington, Lone, South County, North County
South County at Large, North County at Large or any postion as an Alternate*

Name: Lori Seitz

Occupation: Retired USFS Road Engineer

Availability: Both
day, evenings or both?

Briefly state why you would like to serve on the Morrow County Road Committee

Community Service in an area that I have experience.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

30 Years as a Road Engineer with the USFS, 24 years as Road Manager.
Design, Construction and Contracting Officer.

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

I have lived and worked in Morrow County for many years.
I know the area well and understand road work, budgets and prioritizing.

- Road Committee Members -

Representing	Representative	Alternate	Term	Appointment	End Term
Boardman	Kevin Kennedy		3 YEARS	1/1/2016	January 1, 2022
		VACANT	3 Years		
Irrigon	Gregory Barron		3 YEARS	1/13/2021	January 13, 2024
		VACANT	3 Years		
Heppner	Cam Sweeney		3 YEARS	1/13/2021	January 13, 2024
		Gerry Arnson	3 Years	3/24/2021	March 24, 2024
Lexington	Brian Thompson		3 YEARS	3/24/2021	March 24, 2024
		Lori Seitz	3 YEARS	7/7/2021	July 7, 2024
Ione	Bob Gates		3 YEARS	3/24/2021	March 24, 2024
		Vacant	3 YEARS		
South County	Frank Osmin		3 YEARS	12/2/2020	December 2, 2023
		Kim Cutsforth	3 YEARS	12/2/2020	December 2, 2023
North County	Jacob Cain		3 YEARS	5/9/2021	May 9, 2024
		VACANT	3 YEARS		
South Co. At Large	Joe McElligott		3 YEARS	12/2/2020	December 2, 2023
		Bob Nairns	3 YEARS	12/2/2020	December 2, 2023
North Co. At Large	Aaron Pamguist		3 YEARS	1/13/2021	January 13, 2024
		Luke Maynard	3 YEARS	1/16/2019	January 16, 2022

VACANT



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

(For BOC Use)
Item #
66

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)

Date submitted to reviewers: 6/29/2021
Requested Agenda Date: 7/7/2021

Reorganization of Public Health Maternal Child Nurse Position

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

[X] 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 [X] No

Reviewed By:

Nazario Rivera 06/29/2021 Department Director

Required for all BOC meetings

[Signature] 7/2/21 Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Lindsay Grogan 6/28/2021 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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Public Health Department would like to reorganize a two Nurse positions. One is a part-time (.6 FTE) CaCoon Nurse currently occupied by Yvonne Morter. She has expressed interest in increasing her hours to full time. We currently have an open full-time Maternal Child Nurse position that consists of part-time NFP (Nurse-Family Partnership) Nurse, and part-time Babies First Nurse.

The Public Health Director would like to re-assign the NFP position to combine with Yvonne's current position of part-time CaCoon Nurse to make the position full-time.

Public Health would not be creating a new position, but rather re-assigning part-time duties. This would then leave a part-time Babies First Nurse position open.

The Public Health Department's budget currently supports this position based on the personnel expenditures that are already appropriated. The current full-time Maternal Child Nurse position has been open since 2019. Approving this change will help support the Nursing staff shortage within the department.

Current:

1. One part-time (.6) Cacoon Nurse
2. One full-time Maternal Child Nurse (consists of NFP and Babies First)

Proposed Change:

1. One full-time Cacoon and NFP Nurse
2. One part-time (.6) Babies First Nurse

2. FISCAL IMPACT:

Maternal Child Nurse Position: 101-114-5-10-1006

*There will be a slight increase to what's budgeted due to the current incumbent being on Step D compared to the open position budgeted at Step A. The difference will be \$4,600 more a year.

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

Motion to re-assign part-time duties of NFP nurse to combine with the current part-time duties of the Cacoon Nurse and the position's current incumbent to make the position full-time.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
bc

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

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

Date submitted to reviewers:
Requested Agenda Date: 7/7/2021

Order No. OR-2021-10 Declaring a Local State of Emergency until
July 9, 2021 Extending Order No. OR-2020-6

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
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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Governor Brown rescinded all remaining COVID-19 restrictions with Executive Order NO. 21-15, effective June 30, 2021. Her Emergency Order was extended to December 31, 2021.

Morrow County's Order No. OR-2021-10 extended our Declaring a Local State of Emergency Order No. OR-2020-06 to July 9, 2021.

Should the County let Order No. OR-2021-10 expire or should the County extend the Local State of Emergency, declared due to COVID-19.

2. FISCAL IMPACT:

N/A

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

Option 1- Let Order No. OR-2021-10 expire

Option 2- Motion to extend Local State of Emergency Order No. OR-2021-10

Attach additional background documentation as needed.

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

**An Order Declaring a Local State of Emergency)
Extending Order OR-2020-6)** **Order No. OR-2021-10**

WHEREAS, ORS 401.305 provides authority for the Board of County Commissioners for Morrow County (hereinafter, the "Board") to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, ORS 401.309 authorizes the Board to declare that a state of emergency exists in Morrow County and to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the following conditions have resulted in the need for a local state of emergency: (a) Emergency orders from the Governor restricting gatherings, closing schools and encouraging social distancing and remote business operations; (b) COVID-19 is a highly contagious and novel Coronavirus for which there is no vaccine, and the public is at risk for contracting the disease; (c) Oregon announced its first presumptive case of COVID-19 on February 28, 2020; and

WHEREAS, the presence of COVID-19 continues to constitute a high potential threat to public health, to wit, infectious Coronavirus (COVID-19) which is known to spread person-to-person through coughing, sneezing and close personal contact; and

WHEREAS, while a vaccine has been found to prevent COVID-19 and the immunization of the State and County is an ongoing process, the State of Oregon and Morrow County continue to see COVID-19 cases; now therefore.

**THE BOARD OF COUNTY COMMISSIONERS OF MORROW COUNTY, OREGON,
hereby ORDERS as follows:**

- Section 1.** Pursuant to ORS 401.309, the Board of Commissioners for Morrow County continues to declare a state of emergency for Morrow County.
- Section 2.** Morrow County Order 0R-2020-6 shall be extended until July 9, 2021.
- Section 3.** Upon this declaration of a state of emergency, the Board of Commissioners (and/or designees) shall be authorized to take and/or direct such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as authorized by ORS.

Section 4. The County Commissioners, County Administrator, Local Public Health Administrator and Emergency Manager shall take all necessary steps authorized by law to coordinate response and recovery from this emergency including, but not limited to, coordinating with the State of Oregon and the federal government in order to qualify Morrow County for all available state and federal emergency assistance, not limited to use of shared resources, assistance from state and federal agencies, and financial assistance and reimbursements.

Section 5. Emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279.380(4), and Morrow County contracting rules.

Section 6. With regard to County employees, the Board of Commissioners may authorize modification(s) to relevant personnel leave, payroll processes, and workplace requirements/designations as deemed necessary by the Board of Commissioners to address impacts associated with COVID-19.

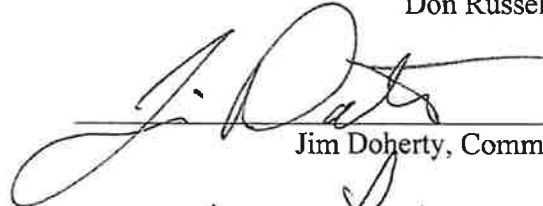
Section 7. This Order is effective upon signing.

Adopted this 2nd day of June 2021.

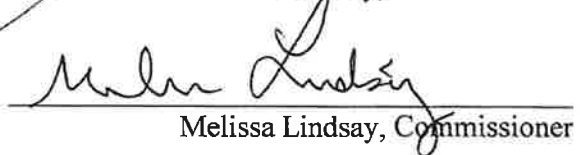
MORROW COUNTY BOARD OF COMMISSIONERS



Don Russell, Chair



Jim Doherty, Commissioner



Melissa Lindsay, Commissioner



EXECUTIVE ORDER NO. 21-15

RESCINDING ALL REMAINING COVID-19 RESTRICTIONS; CONTINUING STATE EFFORTS TO SUPPORT ONGOING COVID-19 VACCINATION, RESPONSE, AND RECOVERY EFFORTS

As we near the end of June 2021, we have truly entered a new chapter of the Covid-19 pandemic. In March 2020, when I first declared a Covid-19 state of emergency and issued my “Stay Home, Save Lives” executive order, we had no vaccines to protect ourselves, our loved ones, and our communities from Covid-19. Physical distancing, masks, and limits on gathering sizes were among our primary defenses against this deadly disease.

Throughout this pandemic, I have followed science and data and the advice of doctors and health experts to guide my decisions. Right now, in Oregon, we are quickly approaching the point where 70 percent of Oregon’s adult population will have received at least a first dose of vaccine. We are also seeing declining rates of Covid-19, driven by the widespread availability and adoption of safe and effective vaccines. As a result of these developments, I find that statewide restrictions to control the spread of Covid-19 will no longer be necessary at the end of this month. Accordingly, this Executive Order provides that, not later than June 30, the executive orders that required health and safety restrictions to keep Oregon safe for the past year shall be lifted. This includes the complete rescission of Executive Order 20-66, the successor of my original “Stay Home, Save Lives” and “Safe and Strong Oregon” orders, which contains the authorities for the county risk level framework, statewide mask mandate, and business and other sector capacity and physical distancing restrictions, among other pandemic-related restrictions.

On March 14, 2020, Oregon recorded its first Covid-19 related death, a veteran in Multnomah County. As of today, 2,760 Oregonians have lost their lives due to Covid-19 related illness. There are families, loved ones, and friends who grieve each life lost. But, by working together to wear masks, physically distance, and keep each other safe, we have saved thousands more. Pandemic-related restrictions, together with the extraordinary sacrifices made by Oregonians to protect their communities from the spread of the disease, have helped keep Oregonians safe. Because of our collective efforts, Oregon has had one of the lowest per-capita case counts in the nation, saving thousands of lives. Oregon ranks 3rd lowest in the nation for infection rate, and 5th lowest for deaths per 100,000 residents, and has consistently ranked among the lowest in the nation for the deaths per 100,000 individuals over the age of 65.



EXECUTIVE ORDER NO. 21-15 PAGE TWO

The arrival of safe and effective vaccines in December 2020 marked a new, hopeful phase, but vaccines are most effective in protecting our communities when adoption is widespread. We worked our way, together, through the early days of painfully limited supply of vaccine, and, incredibly, have now vaccinated more than 2.3 million Oregonians in less than seven months. As of June 23, Oregon is ranked 22nd highest among states for vaccination rate of those 18 years and older and has the 14th highest vaccination rate for ages 12-17. Thanks to tireless efforts by state and local public health agencies, hospitals and health systems, pharmacies, Oregon's federally recognized Tribes, community organizations, and so many others, lifesaving vaccines are readily available to any Oregonian over the age of 12 who wants one. By the end of this month, we will have reached the critical point where the widespread use of vaccines, not health and safety restrictions, is our first and primary defense against Covid-19. And that means our state's approach must evolve as we enter a new phase of our response.

Because of this success and the widespread availability and uptake of safe and effective vaccines, we can take this next step and roll back restrictions here in Oregon. Effective June 30, 2021, or when the state crosses the threshold of 70% first dose vaccinations for those 18 and older, whichever is earlier, I am ending these restrictions. Specifically, as of that date, I am rescinding orders that impose mask mandates, capacity limits, expanded capacity limits that depend on vaccine verification, and physical distancing in businesses and other sectors; all of these emergency order based restrictions will end. I am ending the order imposing restrictions on higher education; I am rescinding the requirement that childcare providers must be approved as emergency childcare facilities, while continuing to offer flexibility for temporary unlicensed emergency childcares and other providers during this transition period; I am returning decision-making regarding the health and safety of students in K-12 schools to local school districts with clear direction to the Oregon Department of Education and Oregon Health Authority to provide guidance for transparent and accountable local planning process; and I am rescinding restrictions designed to ensure adequate capacity and personal protective equipment in healthcare settings.

There will be some specialized settings like healthcare, public transportation, correctional facilities, and certain other congregate settings where enhanced Covid-19 precautions will be necessary for an additional period of time, following federal guidance. However, the infection control and prevention measures in those settings will not be based on my emergency authorities but rather, required by independent federal or state regulatory or enterprise authorities. For schools and childcare, we will return to the ordinary regulatory structure, with a



EXECUTIVE ORDER NO. 21-15 PAGE THREE

focus on ensuring transparency so that parents, students, staff, teachers, and community members understand the health and safety decisions being made in those settings by school districts and childcare providers.

Although we should all take pride in our collective efforts, we must remember that Covid-19 is still a worldwide threat, as communities, states, and nations with low vaccination rates continue to see outbreaks. We must remain vigilant. Covid-19 remains a significant threat in Oregon, especially to those who are unvaccinated. New, more contagious variants continue to spread, both around the world and here at home. As of this week, approximately 33% of eligible Oregonians age 12+ have not received any vaccination. When you look at the entire population in Oregon, approximately 42% of all Oregonians—including children who are not yet eligible for vaccination—remain unvaccinated. While widespread vaccination among the eligible population has dramatically reduced the spread of Covid-19 and provided protection to some of our most vulnerable Oregonians, Covid-19 is likely to be present in our lives for months to come.

The lasting impacts of the hardships Oregonians have borne during the pandemic will be with us for longer still. In Oregon, we know that the crisis is not finished at the end of a flood or wildfire season—that is the point when the long recovery effort to rebuild begins. Thanks to unprecedented federal resources and a strong state economy, Oregon is well-positioned for a robust recovery. Indeed, there are signs that Oregon's economy is rebounding. The unemployment rate was 5.9% in April and May 2021—the first time Oregon's rate was below 6% since March 2020 when the state's rate was 3.6%—and Oregon has recovered 62% of the jobs lost between February and April 2020. Many businesses are beginning to expand their hours and services in anticipation of the full lifting of restrictions and in response to rising consumer confidence. While a return to pre-pandemic employment is closer at hand for several major industries that were less impacted by the Covid-19 recession (trade, transportation, and utilities; financial activities; information; construction; and professional and business services), other sectors still have a long way to go, including leisure and hospitality, as well as local government.

While we see encouraging signs, communities and economies do not recover overnight. Our burgeoning economic recovery is still fragile, and many of the businesses that have managed to make it through these unprecedented times lack the resources to cushion additional blows. As a result, any further disruptions could set the recovery back. As a state, we must do everything we can to ensure that we retain the flexibility to design and implement programs to rapidly respond to emerging needs to support businesses, workers, and the Oregon economy.



EXECUTIVE ORDER NO. 21-15 PAGE FOUR

As we transition to a sense of normalcy, the next phase of our statewide response will require us to redouble our efforts to help our communities recover from the economic toll of this pandemic. Those economic effects have been significant and have had a disproportionate impact on Oregon's most vulnerable communities. There is no question that this pandemic has imposed substantial hardships and has required incredible sacrifices from Oregon children, families, and businesses. This sacrifice has not been easy for any of us, and, exacerbating inequities that existed before the pandemic, has disproportionately impacted Black, Latino, Latina, Latinx, Asian, Pacific Islander, and Tribal individuals, and communities of color

Put simply, we are entering a new phase in our fight against Covid-19. We will get through this next phase towards full recovery the same way we got through the first—by working together.

As I did last fall after when I issued an emergency order to support recovery from the Labor Day wildfires, today I am also extending emergency authorities necessary for Oregon to access federal and state funding, ensure adequate healthcare and vaccination resources, and maintain flexibility, as we focus relentlessly on our state's recovery from Covid-19. There is much work that remains to be done during this pandemic. Similar to the role that those same emergency authorities played earlier this year, after our state shifted from wildfire response to wildfire recovery efforts, the existing Covid-19 state of emergency declaration will play an essential role in helping us build back a strong, more just, and equitable Oregon while facilitating recovery efforts that are critical to every community in this state.

To be clear, in this new phase of our response, statutory emergency authorities will be used at the state level for the limited purpose of resilience and recovery, not to impose or renew statewide pandemic restrictions.

For the reasons described above, I find that it is no longer necessary or advisable for me to use my emergency authorities to impose mandatory public health restrictions, such as statewide mask mandates or state-mandated capacity limits and physical distancing requirements for gatherings, businesses, and other sectors.

Instead, the state will draw on those emergency authorities to support Oregon's recovery. Among other things, emergency authorities are essential for:

- Vaccination Efforts. Emergency authorities will help facilitate vaccination uptake around the state by allowing the state and other vaccine partners the flexibility to use health care providers and National Guard medics who may



EXECUTIVE ORDER NO. 21-15 PAGE FIVE

not be licensed in Oregon to provide vaccinations, as well as volunteer vaccinators.

- Federal Funding. Existing state authorities will also ensure that Oregon and Oregonians receive necessary federal aid, such as Federal Emergency Management Agency (FEMA) funding, enhanced Supplemental Nutrition Assistance Program (SNAP) benefits, and other enhanced federal benefits.
- Health Systems Resources: Emergency authorities also will ensure that our health systems and local public health authorities have the staffing, resources, and flexibility they need to respond to Covid-19 outbreaks in the months ahead. In addition, the state of emergency gives the state the ability to, if necessary, continue to stand up and maintain designated emergency health care centers, with special liability protections, which provide long-term care of Covid-19 positive individuals who cannot be placed in normal facilities.
- Interstate Procurement; Emergency Procurement: The emergency declaration allows Oregon, through the Office of Emergency Management, to make requests of other states through interstate emergency compacts (e.g., procuring personal protective equipment from California). There are also emergency procurement authorities that allow for quicker procurement.
- Childcare: A number of childcare facilities providing emergency childcare under my emergency directives cannot continue to operate absent an emergency directive, as they do not hold underlying childcare licenses and may not meet other requirements. Extending the state of emergency allows those facilities to continue to operate for a period of time to either become licensed or transition families to other childcare operators.
- Rule Suspension: The emergency declaration allows agencies to suspend administrative rules when necessary for the state's response and recovery efforts. Currently suspended rules are listed here:
<https://www.oregon.gov/gov/Pages/OAR-temporary-suspensions.aspx>.
- Continued Flexibility for Emergency Response and Recovery: Certain statutes enacted by the Legislature to aid in the pandemic response and recovery efforts—including K-12 school liability protections; authorization for data-sharing between the Oregon Department of Revenue and the Oregon Employment Department for ease of processing unemployment insurance claims; and extensions of certain



EXECUTIVE ORDER NO. 21-15
PAGE SIX

court deadlines—are drafted to end once the state of emergency ends. Similarly, a number of regulations and licensing board actions allow extra flexibility around healthcare staffing, including for example flexibility around nurse staffing and more flexible supervision of pharmacy technicians—but only during a state of emergency. Continuing this flexibility during the recovery period will help Oregon manage the transition back to “normal order” in a manner that is smooth and less disruptive.

In light of these findings—particularly the shifting nature of our state’s response, and the need to focus on recovery—I am, not later than June 30, 2021, revoking the substantive public health restrictions around face coverings, physical distancing, capacity limits and other requirements that are no longer necessary and advisable, but continue the underlying state of emergency in place, for the limited purposes of the Covid-19 response and recovery effort ahead that I have outlined above.

NOW, THEREFORE, IT IS DIRECTED AND ORDERED:

Pursuant to my authorities under ORS Chapter 401, I am issuing the following directives:

Definition

1. **Effective Date.** For purposes of this Executive Order, the term “Effective Date” means either 12:01 a.m., June 30, 2021, or the day the director of the Oregon Health Authority notifies the Governor that 70% of Oregonians age 18 or older have received at least one dose of a Covid-19 vaccine, whichever is earlier.

Rescission of All Remaining Pandemic Executive Orders

I hereby rescind the following pandemic-related restrictions and executive orders, as of the date listed for each individual executive order in paragraphs 2 through 6 below:

2. **Executive Order 20-66 (County Risk Framework).** Executive Order 20-66, the successor of my original “Stay Home, Save Lives” and “Safe and Strong Oregon” orders, which contains the authorities for the statewide mask mandate and business and other sector capacity and physical distancing restrictions, among other pandemic-related restrictions, is rescinded, as of the Effective Date.



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3. Executive Order 20-22 (Non-urgent Healthcare Procedures). Executive Order 20-22 is rescinded, as of the Effective Date.
4. Executive Order 21-06 (K-12 Schools). Executive Order 21-06 is rescinded, as of the Effective Date.
 - a. As superintendent of public instruction, it is my expectation that all public schools will operate full-time, in-person, every school day, during the 2021-2022 school year.
 - b. I also expect that local school districts will comply with applicable statutes and administrative rules, and will review, consider, and implement as appropriate, relevant advisory guidance from the Federal Centers for Disease Control, the Oregon Department of Education, and the Oregon Health Authority.
5. Executive Order 20-28 (Higher Education). Executive Order 20-29 is rescinded, as of the Effective Date.
6. Childcare.
 - a. Executive Order 20-19 (Childcare Facilities). Executive Order 20-19 is rescinded, as of the Effective Date.
 - b. Ordering Additional Flexibility through September 1, 2021. For purposes of ensuring continuity of care and facilitating a flexible and orderly transition away from the structures created by Executive Order 20-19, and pursuant to my authorities under ORS Chapters 401 and 433 and this Executive Order, I order the following, from the Effective Date through September 1, 2021, only:
 - i. Any entity that has been approved as a temporary unlicensed emergency childcare facility under Executive Order 20-19 may choose to continue to operate as a temporary unlicensed emergency childcare facility if it meets and complies with all requirements for emergency childcare as provided by the Early Learning Division, including any conditions imposed on the emergency childcare approval. The Early Learning Division may issue guidance to implement this directive.



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- ii. A childcare worker may satisfy the requirement to be enrolled in the Central Background Registry through an Emergency Background Check to the extent allowed and in accordance to guidance issued by the Early Learning Division. The Early Learning Division may issue guidance to implement this directive.
 - iii. A program contracted by a school or school district to provide summer learning programming and operating in a school facility may operate without being licensed by the Office of Child Care or approved as an emergency child care facility.
- c. It is my expectation that, with the exception of the flexibility allowed in paragraph 6(b), above, moving forward, all childcare providers and facilities will comply with applicable statutes and administrative rules, and will review, consider and implement as appropriate relevant advisory guidance from the federal Centers for Disease Control, the Oregon Health Authority, and the Early Learning Division.

Emergency Declaration to Support Recovery Efforts

7. Executive Order 20-03 Extended to Support Recovery. Pursuant to ORS 401.165, and based on the findings above, I find that although we have reached the point where using emergency authorities to impose statewide pandemic-related business and public health restrictions to control the spread of Covid-19 is no longer necessary or advisable, the ongoing threat from Covid-19 and the needs associated with Oregon's ongoing efforts to respond to and recover from the effects of the Covid-19 pandemic constitute an ongoing statewide emergency. Thus, effective today, June 25, 2021, I hereby extend Executive Order 20-03, and the state of emergency declared therein, for the duration of this Executive Order, as set forth in paragraph 11 below.
8. Access to Federal Recovery Assistance and Support. The extension of Executive Order 20-03 set forth in paragraph 7 of this Executive Order is intended in part to ensure that Oregon can continue to receive any federal funding, support, and other assistance with the Covid-19 response, including but not limited to funding and support from FEMA for Covid-19 response activities and continued state eligibility for enhanced SNAP benefits.




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Other Provisions

9. Discretion. No Right of Action. Any decision made by the Governor pursuant to this Executive Order is made at her sole discretion. This Executive Order is not intended to create, and does not create, any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the State of Oregon, its agencies, departments, or any officers, employees, or agents thereof.
10. Legal Effect. This Executive Order is issued under the authority conferred to the Governor by ORS 401.165 to 401.236, and, pursuant to ORS 401.192, has the full force and effect of law.
11. Duration. This Executive Order shall remain in effect until December 31, 2021, unless extended or terminated earlier by the Governor.

Done at Salem, Oregon, this 25th day of June, 2021.



Kate Brown
GOVERNOR

ATTEST:

Shemia Fagan
SECRETARY OF STATE



Administration

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

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

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: July 2, 2021
RE: Administrator Monthly Report for June 2021

Below are the highlights for the month of June.

1. North County Government Building update:

The contractors are finishing up installing the roof and framing the interior walls. Drywall is being installed. We met with Avidex and Gordon's Electric to review and make changes to the courtroom to add options for Audio Visual components for Board of Commissioner meetings. Currently the project is on schedule and on budget.

2. The Morrow County Government Command Center Team met on June 7th. We started work on vaccine incentives in anticipation of grant dollars coming to us from the State of Oregon to incentivize citizens to get vaccinated. Morrow County gave \$70,000 back to the State Lottery to award Morrow County citizens who received at least one COVID vaccine shot.

3. Broadband- Lead for America sent us three quality people to interview for the Fellow position. We conducted interviews on June 28th and 29th. We hope to hear soon, if the person we selected will be our Fellow. If so, Lead For America will provide intensive training in July and the Fellow will start around August 9th. I would like to thank Commissioner Lindsay, Tamra Mabbott, Torrie Griggs, Andy Fletcher and Trevor Beltz for serving on the interview panel!

4. Emergency Manager- We conducted interviews on June 17th. Paul Gray, who was Grant County's Emergency Manager, has accepted the position and will start on July 12th.

5. Other projects or activities;

a) Courthouse Space Analysis- working with Owners Rep to get an RFQ out for a feasibility study. Anticipate the RFQ will be advertised by July 12th.

b) Sheriff Station 2- some delays due to material shortages. Still on track for completion by the end of July.

c) ORMS- contracts have been executed. Need to schedule a Kick Off meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green".
Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	Jan	Feb	Mar	April	May	June
Alarms	4	9	5	6	13	12
Animal Complaint	23	13	15	28	35	32
Agency Assist	34	13	12	14	18	19
Assaults	2	1	4	5	1	2
Burglary	5	5	1	1	2	3
CHL	32	10	56	46	40	29
Citizen Assist	23	17	15	17	21	12
Civil Service	38	71	58	51	34	50
County Code Calls	17	19	19	13	8	10
Heppner area	0	2	2	1	0	0
Irrigon area	9	9	10	2	7	8
Bdmn area	8	8	7	10	1	1
Ione/Lex area	0	0	0	0	0	0
Death Investigation	0	3	0	0	1	1
Disturbance	6	12	17	14	20	15
Dog	51	53	52	41	43	51
Driving Complaints	64	57	81	69	75	58
Drunk/Impaired Driver	1	4	3	3	1	2
EMS	8	16	12	12	11	12
Hit & Run	5	1	1	1	1	5
Juvenile Complaints	23	22	9	16	15	12
Motor Vehicle Crashes	7	9	4	3	7	9
RV Code	0	0	0	0	0	0
Suicidal	1	3	2	6	3	1
Suspicious Activity	36	22	40	26	21	35
Theft	6	6	21	7	9	13
Trespass	5	4	8	11	11	13
Traffic Stops - Cite	36	44	32	34	61	33
Total Traffic Stops	146	176	109	102	174	131
UUMV-Stolen vehicle	4	1	3	5	2	3
Welfare Check	12	6	17	20	12	12
Totals	589	597	596	551	640	575
Other Misc. Incidents	586	568	606	657	727	687
Total # of Incidents	1175	1165	1202	1208	1367	1262
Felony Arrests	16	13	14	15	16	15
Total # of Arrests	43	27	36	31	32	29

7/1/2021

Morrow County Fair Report:

- 🍷 We ended up with a good number of sponsors for fair this year, and 2 gate sponsors so fair will be FREE to the public!
- 🍷 I am still working on getting a few entertainment things lined up but we have a hypnotist scheduled for 3 days, arcades for the week, live music set for Wednesday and Thursday night and also Thursday afternoon during the ice cream social. A final schedule of events should be out soon.
- 🍷 Livestock growers reached out to me about “partnering” for Thursday night as they would like to be involved and with Murray’s changing their date and location we/they felt this would be a good time.
- 🍷 Premium books are scheduled to be delivered to my office on 7/2/2021, so I will get those delivered around the county.
- 🍷 Clean-up/set-up day is scheduled for August 7th
- 🍷 A few of the 4H highlights:
 - We weighed in 45 hogs, 40 sheep, 14 goats and 30 steers.
 - Added a dog show this year
 - Livestock growers gave 4H \$5000 to spend so small animal cages will be getting an upgrade and new shade cloth for that barn.
- 🍷 Our next fair board meeting is scheduled for July 14th.
- 🍷 We were able to get the trees removed, now need to get stumps and work on the extra cleanup from that project.
- 🍷 Contacted Steve Mileham with LRS Architects and we will be scheduling a time for the board to meet with him and talk about master plans & feasibility. He also has a staff member that lives in Hermiston that is familiar with our grounds!!
- 🍷 State Fire Marshall came in and did an inspection and updated occupancy numbers, we have a few projects to do most were minor ones and one bigger.

Fair Dates for 2021: August 17-21