

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 3, 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: September 8th
 - c. Reappointment Request to the Solid Waste Advisory Committee
 - d. Oregon Health Authority Intergovernmental Grant Agreement #172717, \$50,000 to identify gaps in Behavioral Health housing
 - e. Subdivision plat: Tuscany at Boardman, Phase 3
5. **Business Items**
 - a. Acknowledge upcoming retirements of Bill Morris, Ross McKinley and Carolyn Papineau
 - b. Purchase Request, Exterior Graphics for New Public Transit Buses (Katie Imes, Coordinator, The Loop)
 - c. Oregon Department of Transportation, Public Transportation Division Agreement No. 35263, Section 5311 Program, Funding Formula for Rural Areas – Administrative Expenses (Katie Imes)
 - d. **Out-of-State Travel Authorization (Justin Nelson, District Attorney)**
 - e. Discussion – Association of Oregon Counties Annual Conference, Product Tasting Reception
 - f. Command Team Update
 - g. Building Project Updates
6. **Department Reports**
 - a. Administrator’s Monthly Report (Darrell J. Green)
 - b. Sheriff’s Office Monthly Report (Melissa Ross)
 - c. Finance Department Quarterly Report (Kate Knop)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

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

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

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

Zoom Meeting Information

<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
September 8, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Vice Chair Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Lindsay Grogan, Kate Knop, Roberta Lutcher, Justin Nelson, Tamra Mabbott

Excused

Chair Don Russell

Present Via Zoom

Staff: Erin Anderson, SaBrina Bailey Cave, Ronda Fox, Deb Green, Mike Gorman, Katie Imes, Deanne Irving, Aaron Moss, Ian Murray, Jaylene Papineau, Nazario Rivera, Linda Skendzel, Heidi Turrell; Non-Staff: Greg Sweek, Karen Pettigrew, Jenn Rollins, David Sykes

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

Vice Chair Doherty assumed the duties of Chair in Chair Russell's absence.

Honoring the Twentieth Anniversary of 9/11

Vice Chair Doherty said as everyone was aware, the 20th anniversary of 9/11 was coming up in a few days, and the world has brought it back to bear, once again, with things currently taking place in Afghanistan. The Commissioners wanted to bring something to today's meeting, so Veterans Services Officer, Linda Skendzel, was asked to put together a presentation, he said.

Ms. Skendzel said she hoped a few Afghanistan veterans would speak today but they declined. As back-up, she had a short video and asked for a moment of silence. The video was shown commemorating the events and timeline of 9/11.

Vice Chair Doherty spoke about his experiences on 9/11 and the ensuing days which brought about patriotic gestures from many Americans. He said it was important to celebrate the past and current accomplishments of our veterans and active duty service members and he empathized with them for what they've been through and are going through.

Ms. Skendzel agreed, adding veterans were experiencing a lot of strong emotional feelings right now about the United States leaving Afghanistan. A number of things changed with 9/11 and this has been a really tough time for some veterans. She then took a moment to explain an insignia representing military-trained dogs and their handlers, adding she wanted to honor the handlers behind every one of those dogs.

City & Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable & Payroll Payables*
2. *Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #171436 Tort Liability Coverage as a Provider for Psychiatric Security Review Board; and Third-Party Agreement for IGA #171436; effective July 1, 2021 to June 30, 2023; and authorize the Administrator to sign both documents on behalf of the County*
3. *OHA IGA #170703 for Environmental Health Services; effective June 30, 2021 to June 30, 2023; and authorize the Vice Chair to sign on behalf of the County (these services are contracted through the Umatilla County Public Health Department)*
4. *Letter of intent signed by Commissioner Lindsay on September 3rd – Request for Grant Proposals to OHA for Planning Work to Support the Elimination of Behavioral Health Inequities; Grant Proposal No. OregonBuys No. S-44300-00000496 OHA-RFA-5250*
5. *Request to amend the September 2nd motion approving Accounts Payable in the amount of \$216,301.01 to the corrected total of \$228,619.26*

Vice Chair Doherty seconded. Unanimous approval

Business Items

County Application for Oregon Department of Veterans' Affairs (ODVA) Funds

Linda Skendzel, Veterans Services Officer

Commissioner Lindsay expressed concern that the County had decreased its appropriations to the Veterans Office in the last few years, which she didn't think was the intent of the Commissioners or the Budget Committee. Finance Director Kate Knop reviewed the budget history and said Ms. Skendzel's revised budget request would require a budget resolution for the additional funds of just under \$8,000, for an actual budget of \$119,954. Commissioner Lindsay said this was slightly below the 2019/2020 budget, but it was getting closer. The revisions were to come forward for Vice Chair Doherty to sign.

Commissioner Lindsay moved to approve the ODVA Funds as follows:

1. *County Funds: \$30,126*
2. *Carry Forward: \$4,092*
3. *ODVA Funds: \$81,736*
4. *Other Funds: \$4,000 (Suicide Prevention Grant)*

For a total of \$119,154.

Vice Chair Doherty seconded. Discussion: Vice Chair Doherty said he didn't know when the Veterans budget comes together relative to the County's budget process but today's conversation needed to come back at Budget time so we know what we're trying to achieve. Unanimous approval.

Building Inspection Program Discussion

Darrell Green, Administrator

Tamra Mabbott, Planning Director

Mr. Green said the County started reviewing the Building Permit Program over a year ago, including the 20-year-old IGA with the City of Boardman to provide those services on behalf of the County. He said he met on several occasions recently with Ms. Mabbott, Ms. Knop and Assessor/Tax Collector Mike Gorman to determine a few options, as requested by the Board. Human Resources Director, Lindsay Grogan, was also asked to ascertain personnel expenses associated with bringing the program in-house. Ms. Mabbott proceeded to present three different program options to the Board:

1. Continue the IGA with the City of Boardman – Boardman previously voted against certain changes to the 2000 IGA requested by the County.
2. Create and recruit a new FTE (full-time equivalent) Building Official position.
3. Contract with a third-party for inspection services. (This option would require a contract to be in-place prior to December 31, 2021 to meet the intent of Senate Bill 866, or to be “grandfathered in.”)

Ms. Knop reviewed her presentation on budget impacts and projections. After a lengthy discussion of the options, Vice Chair Doherty said he and Commissioner Lindsay were roughly on the same page. He asked Commissioner Lindsay to work with staff and return with a draft request for proposals (RFP) to contract with a third-party, and with information if the program was entirely in-house.

Break: 10:21-10:30 a.m.

Community Development Director Position Discussion

Lindsay Grogan, Human Resources Director

Ms. Grogan reviewed her minor revisions to the job description and asked the Board for input. After discussion, Vice Chair Doherty and Commissioner Lindsay agreed he would work with staff on the job description and bring it back for discussion in a few weeks.

New Federally Recognized Holiday for 2020 – Juneteenth

Lindsay Grogan, Human Resources Director

Ms. Grogan explained the Oregon Legislature passed House Bill 2168, making June 19th an official State holiday, known as “Juneteenth.” She offered the following as background: On June 19, 1865, Union General Gordon Granger rode into Galveston, Texas and issued General Order Number 3, which required the immediate freedom of more than 250,000 enslaved African Americans. Union troops marched throughout Galveston to spread the word that all slaves were free. Juneteenth is also known as Emancipation Day, Jubilee Day, and Freedom Day.

Commissioner Lindsay moved to approve the recognition of a new paid holiday, Juneteenth, effective 2022. Vice Chair Doherty seconded. Unanimous approval.

Building Project Updates

- Morrow County Government Center – interior work such as painting, flooring, and window blinds is taking place; exterior work such as trenching for utilities is also being done.

- Courthouse – next Tuesday is the kickoff meeting for the Courthouse Feasibility Study.

Department Reports

- The Treasurer’s Monthly report was provided by Jaylene Papineau.
- The Planning Department Monthly Report was provided by Ms. Mabbott.

Correspondence

- Public comment letters: Amendment #1 to the Programmatic Agreement, an agreement executed in December 2013 between the Department of the Army, Oregon State Historic Preservation Office, Advisory Council on Historic Preservation, Columbia Development Authority, and the Confederated Tribes of the Umatilla Indian Reservation regarding a transfer of a portion of the former Umatilla Chemical Depot.

Commissioner Reports

Activity reports were provided by the Commissioners.

Vice Chair Doherty read the Executive Session citation and said no decisions were anticipated following the session.

11:59 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

12:34 p.m. Closed Executive Session

Signing of documents

Adjourned: 12:45 p.m.



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

(For BOC Use)
Item #
40

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 - Waste Management Requested Agenda Date: 11/10/2021
Short Title of Agenda Item: Solid Waste Advisory Committee Member Reappointment
(No acronyms please)

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

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

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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):

Morrow County Solid Waste advisory has a seven person committee with alternates. Public Works is working to fill the vacant positions.

Attached you will find the application from the individual wishing to be on the committee.

Position Seven is a County individual at Large. Jeff Wenholz has applied. This is a four year term and his appointment will end 10/2025.

Public Works feels Jeff is a resourceful member on the committee as he has a lot of history to the scope of Solid Waste and management for the County.

2. FISCAL IMPACT:

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

Motion to reappoint Jeff Wenholz for a four year term representing Position Seven.

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: Oct 26, 2021

Name: Jeff Wenholz

Address: _____

Mailing Address: _____

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:

Finley Buttes Landfill, representation, Residing near/adjacent

Name:

Jeff ^{Owner near Landfill, POM or City Franchisee, 2 Person at Large County} Wenholz

Occupation:

Self-employed

Availability:

Both

day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste

Advisory Committee:

I would like to continue my time serving on this committee

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

I have been on the SWAC for close to 20 years.

Please list personal and/or professional interest relevant to this Committee:

I think that having a proper place for the proper management for solid waste is important for the county.

Please return : PO Box 476, Lexington, OR spointer@co.morrow.or.us



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Christy Kenny
Department: LPSCC/Morrow County
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 11/3/21

(No acronyms please)

Oregon Health Authority Intergovernmental Grant Agreement #172717-Identify current gaps in housing and facility-based residential services for people with behavioral health needs

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 500 Summer St. NE E86 Salem, OR 97301-1118
Effective Dates - From: Through: June 30, 2022
Total Contract Amount: \$50,000 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Christy Kenny 11/1/21 Department Director

Required for all BOC meetings

[Signature] 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):

Morrow County has been awarded a behavioral health housing planning grant in the amount of \$50,000 from the Oregon Health Authority (OHA). Morrow County will partner with OHA to work towards the goals of eliminating health inequities.

These funds will support partnerships among community-based organizations, counties, Coordinated Care Organizations (CCOs) and other entities to identify the current gaps in housing and facility-based residential services for people with behavioral health needs and make recommendations for how to best invest the funds from the appropriation. Funds will be used on promoting collaboration and planning to increase behavioral health residential treatment and housing capacity among individuals and groups experiencing inequities in access to health care resources.

Morrow County can partner with Community Counseling Solutions as well as Umatilla County's Local Public Safety Coordinating Council (LPSCC) to help with continued planning. Several organizations in Umatilla County have also been awarded this grant and are willing to work jointly with Morrow County to help in the planning process.

2. FISCAL IMPACT:

Morrow County would receive \$50,000 on a reimbursement basis.

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

Motion to approve Commissioner Lindsay sign OHA IGA # 172717 on behalf of LPSCC as Vice Chair.

Attach additional background documentation as needed.



Grant Agreement Number 172717

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

**Morrow County
100 S. Court Street
Heppner, Oregon 97836
Contact Person: Melissa Lindsay
Telephone: (541) 676-9061
E-mail address: mlindsay@co.morrow.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Health Systems Division
500 Summer Street NE E86
Salem, Oregon 97301-1118
Agreement Administrator: George Carrillo or delegate
Telephone: (503) 930-5230
E-mail address: george.carrillo@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2022**, exclusive of reporting requirements which are due no later than August 15, 2022. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Recipient's Proposal

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, D and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$50,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

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

- Recipient is a subrecipient Recipient is a contractor Not applicable

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

5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

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

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against

the Recipient;

- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

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

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

Morrow County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by OHA, Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a).

EXHIBIT A

Program Description

1. Background.

In partnership with communities, OHA is transforming Oregon's behavioral health system. Recipient will partner with OHA to work towards the goals of eliminating health inequities by 2030. Governor Brown and the Oregon Legislature have taken action to support this work. The 2021 Oregon Legislature in HB 5024 (Regular Session 2021) appropriated \$130 million to support regional community investments that will ensure people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options.

2. Purpose.

These funds awarded under this Grant Agreement will support partnerships among community-based organizations, counties, Coordinated Care Organizations (CCOs), and other entities to identify the current gaps in housing and facility-based residential services for people with behavioral health needs and make recommendations for how to best invest the funds from the appropriation. OHA will work in consultation with the grantees, other community members, Oregon Housing and Community Services, and OHA's advisory councils to develop a plan to invest available funds and increase culturally and linguistically appropriate residential treatment and housing capacity.

3. Allowable Activities.

Recipient will provide the following Grant Activities under this Agreement:

- a.** Grant funds will be used on promoting collaboration and planning to increase behavioral health residential treatment and housing capacity among individuals and groups experiencing inequities in access to health care resources. Recipient will follow Recipient's Proposal, as identified in Exhibit D.
- b.** Provide access to interpretation services. Recipient shall work with the OHA Agreement Administrator if Recipient does not have staff that fluently speak the language of an eligible individual, including qualified sign language interpreters for individuals who are deaf or hard of hearing and whose preferred mode of communication is sign language.
- c.** Provide documents in alternate languages and formats, including accessible electronic formats, braille documents, and large print upon request. If Recipient does not have access to such languages or formats, then Recipient can request them from OHA by contacting the OHA Agreement Administrator.

- d. Participate in meetings with OHA, as requested, to share lessons learned and recommendations.

4. **Reporting Requirements.**

Recipient shall electronically submit the following report to the OHA Agreement Administrator listed on page 1 of this Agreement, with a CC to AMHcontract.Administrator@dhsoha.state.or.us:

- a. **Progress Report.** Recipient shall provide two progress reports, which include at a minimum a summary of efforts and outcomes, outcome data, and/or project updates in relation to ensuring people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options within the state of Oregon.
 - i. The first progress report is due no later than December 31, 2021.
 - ii. The second progress report should build on the first progress report and is due no later than April 30, 2022.
- b. **Recommendation Report.** Recipient shall provide a final Recommendation Report, which includes at a minimum, a summary of all efforts and outcomes, outcome data, and/or project updates in relation to ensuring people with behavioral health service needs have culturally and linguistically appropriate housing and residential service options within the state of Oregon, which is due no later than August 15, 2022.
- c. **Expenditure Attestation.** Recipient shall provide the attestation referenced in Exhibit A, Part 2, Section 1.c. of this Grant Agreement no later than August 15, 2022.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment and Financial Reporting.

- a. OHA no longer issues paper checks. To receive grant funding, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found at:
<https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/me0189.docx>. If Recipient already has EFT set up for any type of payment that comes from the Oregon Department of Human Services (ODHS) or OHA, Recipient should not send in another form. Recipient may contact the EFT Coordinator at (503) 945-5710 for technical assistance. Due to the confidential nature of bank account information, Recipient should only provide bank information to the EFT Coordinator or OHA Financial Services.
- b. OHA will grant funds on the following schedule:
 - i. Upon execution of this Grant Agreement, OHA will initiate the direct deposit of **\$50,000.00** to Recipient for the Grant Activities listed in Exhibit A, Part 1.
- c. Recipient shall ensure that all funding provided under this Agreement is spent by June 30, 2022. An attestation of such funds must be sent to the OHA email box at amhcontract.administrator@dhsoha.state.or.us by August 15, 2022, or to any other address as OHA may indicate in writing to Recipient, in a format prescribed by OHA.

2. Travel and Other Expenses.

OHA will not reimburse Recipient separately for any travel or other expenses under this Agreement.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

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

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

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

4. Grant Funds; Payments.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN)

and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended (“Unexpended Funds”) on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

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

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the 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 the State on the one hand and of the 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

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

9. Default; Remedies; Termination.

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

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

- (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and

writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

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

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

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

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement

635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

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

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

22. Limitation of Liabilities.

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

EXHIBIT C

SUBCONTRACTOR INSURANCE

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Recipient shall not authorize contractors to begin work under the Subcontracts 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 Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY:

Required

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

not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

3. PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

4. EXCESS/UMBRELLA INSURANCE:

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

5. ADDITIONAL COVERAGE REQUIREMENTS:

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

6. ADDITIONAL INSURED:

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

7. WAIVER OF SUBROGATION:

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

8. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24

months following the later of (i) Contractor's completion and Recipient's acceptance of all Services required under this Subcontract, or, (ii) Recipient's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

9. CERTIFICATE(S) AND PROOF OF INSURANCE:

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

10. NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 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).

11. INSURANCE REQUIREMENT REVIEW:

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

12. STATE ACCEPTANCE:

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

Exhibit D
Recipient's Proposal



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

September 3, 2021

Coral Ford, Procurement & Contract Specialist 3
OHA Office of Contracts and Procurement
635 Capitol Street N.E., Suite 350
Salem, OR 97301
Email: coral.d.ford@dhsosha.state.or.us

RE: Request for Grant Proposal No: OregonBuys No. S-44300-00000496 OHA-RFA-5250

Part One

Tribe/Organization name:	Morrow County
Organization name DBA (if different from above):	N/A
Fiscal sponsor organization name:	Morrow County
Address:	100 S. Court St., Heppner, OR 97836
Tax ID, EIN or FIN	93-6002308
Contact name:	Commissioner Melissa Lindsay
Contact email and phone:	mlindsay@co.morrow.or.us 541-676-9061 or 541-561-0234
Authorized signature name:	Commissioner Melissa Lindsay
Authorized signature email:	mlindsay@co.morrow.or.us
County Served:	Morrow County

Part Two

Dear Ms. Ford,

This letter is submitted in response to OHA-RFA-5250 in request for funding to support Morrow County in planning and development of behavioral health housing, including rental assistance, supportive housing, flexible housing, crisis respite and residential treatment in Morrow County for the support of our region. Morrow County currently lacks adequate housing across all socio-economic spectrums. Based upon data from Well Being in the Nation, 28% of all Morrow County residents reside in poor quality or unaffordable housing. At this time, 22% of households in our region are cost-burdened for housing, meaning they are paying 30% or more of their income on housing. It is well known that the cascading effects of mental illness might leave them in a precarious housing situation, or even cause them to lose their homes. Having a safe and secure place to live is an important part of recovery, along with access to services that enable those with mental health conditions to live as independently as possible.

Morrow County routinely works closely with Community Counseling Solutions and other service providers. The Morrow County Local Public Safety Coordinating Council (LPSCC) has been actively addressing behavioral health issues in Morrow County for over 15 years. Historical and current work includes support and implementation of secure and non-secure residential treatment, supported housing, respite beds and a mental health treatment court. This work has been supported by Greater Oregon Behavioral Health, Inc. (GOBHI) and the Eastern Oregon Coordinated Care Organization (EOCCO).

Morrow County has an active LPSCC, which meets monthly to assess all issues related to public safety and to develop plans to address and improve efficiencies. This topic has been on the list of goals and conversations of these stakeholders for some time. Similar community partners also regularly participate in the "Community Resource Roundtable." This group is developing a database of all resources in the region and, again, this topic is often discussed. As a rural county, Morrow County actively seeks opportunities to collaborate and plan locally with community partners and this funding opportunity will bring additional resources toward a focused project in a much-needed area.

With funding from OHA, Morrow County proposes to conduct a thorough needs assessment (\$10,000 in data collection and evaluation) to identify geographic and treatment areas of need. Once the assessment is completed, a planning committee will be convened (\$12,000 in staffing, meeting costs and participation stipends), to include a minimum 50% participation by those with lived experiences. Patients and family members participating in this capacity will receive a stipend to offset the cost of their time. Rural communities are significantly underserved in behavioral health, so patient/family participation in planning will assist the project team in identifying unique barriers and solutions for this population. In fact, rural Americans face significantly worse behavioral health outcomes than their urban counterparts, despite similar prevalence, due to lack of access to care (Morales, 2020). Rural LGBTQ+ communities and residents are also less likely to have access to affirming and appropriate care (Healthy People, 2020). To ensure a well-represented stakeholder group, planning committee participants will include members who identify as LGBTQ+ and members from the Black, Indigenous, People of Color (BIPOC) community, in particular members of the Hispanic community since they comprise approximately 36% of Morrow County's population (Oregon by the Numbers 2020, Ford Foundation). Morrow County and Morrow County Public Health, along with our partners, are connected to the many organizations serving the Latinx population. These include the Community Action Program of East Central Oregon (CAPECO), Federally Qualified Health Centers (FQHCs), community-based organizations (CBOs) such as Euvalcree, Doulas Latinas, Oregon Rural Action, and United Farm Workers. These entities work in tandem to further support our efforts to bring assistance to, and invest in, culturally and linguistically appropriate capacity. It is critical to Morrow County that any proposal is sustainable and, as a result, a significant portion of the budget is committed to financial planning.

A budget summary is provided below:

Needs Assessment:	\$10,000
Staff time:	\$ 6,000
Data analysis services:	\$ 4,000

Planning Committee:	\$12,000
Participation stipend:	\$ 3,000
Meeting costs (facility, A/V, etc.):	\$ 2,000
Staff time:	\$ 7,000
Site Proposal and Financial Model:	\$23,000
Financial analysis:	\$10,000
Report preparation:	\$ 7,000
Staff time:	\$ 6,000
Indirect Costs (10%):	\$ 5,000

We would like to thank OHA for the opportunity to apply for funding and look forward to working with OHA to increase access to services for some of Oregon's most vulnerable residents.

Sincerely,


 Commissioner Melissa Lindsay
 Morrow County Board of Commissioners

List of organizations supporting this letter of intent:

- Morrow County Board of Commissioners
- Community Counseling Solutions
- Morrow County Sheriff's Office
- Boardman Police Department
- Umatilla Morrow Domestic Violence Services
- Morrow County Veterans Services
- Morrow County Juvenile Department
- Morrow County Justice Court
- Morrow County Public Health Department
- Morrow County Parole and Probation
- Morrow County Local Public Safety Coordinating Council
- Umatilla Morrow Circuit Court
- Oregon Youth Authority
- Oregon Department of Human Services, District 12
- City of Irrigon
- City of Boardman
- City of Heppner



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

(For BOC Use)
Item #
4e

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

Presenter at BOC: Mike Gorman
Department: Assessor
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 11/3/2021

(No acronyms please)

Review and approval of Boardman Subdivision, "Plat of Tuscany at Boardman, Phase 3"

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Plat of Tuscany at Boardman, Phase 3 is being prepared for recording. It is located inside the limits of the City of Boardman. Pursuant to ORS 92.100(1)(d), the plat must be approved by the governing body of the County before recording. After County governing body approval, it can be sent to the Assessor for final tax payment approval and then recorded with the Clerk.

2. FISCAL IMPACT:

N/A

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

Approve and sign all copies.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
56

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

Presenter at BOC: Katie Imes
Department: The Loop - Public Transit
Short Title of Agenda Item: Graphics for New Public Transit Buses
(No acronyms please)

Date submitted to reviewers: 10/29/21
Requested Agenda Date: 11/3/21

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: Mustang Signs
Contractor/Entity Address: 10379 W. Clearwater Ave. Kennewick, WA 99336
Effective Dates - From: N/A Through: N/A
Total Contract Amount: TBD Budget Line: 225-320-5-80-8102
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County has ordered three 22' buses and one 33' bus with Creative Bus Sales. These buses will be used for the new POM-Boardman Circular route and potentially the Heppner-Boardman route. Heidi Turrell, the Loop Dispatcher has a degree in graphic design and has helped to develop two options to present today. Both are quite similar other than one is a full wrap design and one is a partial wrap design. The concept of the large picture graphic is to showcase all industries in Morrow County and provide a visual aid associated to the Loop. The designs and quote have been presented to the STIF advisory board, their recommendation was for the partial wrap design. Please see attached wrap options and cost-comparison sheet.

Things to consider when choosing a design:

1. will the public identify what the service is?
2. will the public see themselves using the service?
3. does the design encompass our geographic area?
4. will the public remember the bus?

Three preliminary quotes were requested from "Portland Custom Wraps", "Mustang Signs" and , "Northwest Sign Solutions", these quotes were competitive but based on their location to Morrow County we considered the travel distance for installation and any warranty work that could present itself. These factors would increase the overall cost and future costs. When the buses are close to delivery we will resubmit for a final quote and prepare another cost-comparison to select a vendor.

2. FISCAL IMPACT:

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

Motion to approve the Loop bus wrap design option ____.

Attach additional background documentation as needed.



509-735-4607 | MUSTANGSIGNS.COM
1075 W CLEARWATER AVE. KENNEBICK, WA 98545

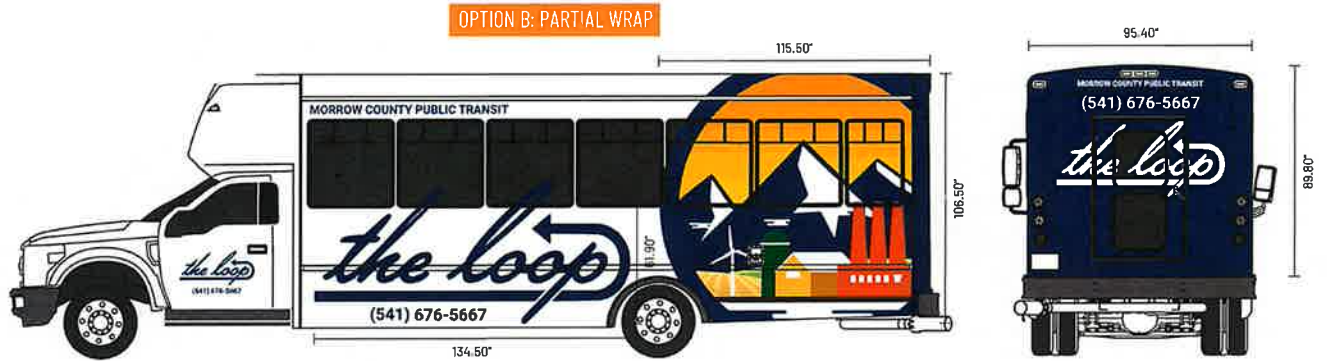
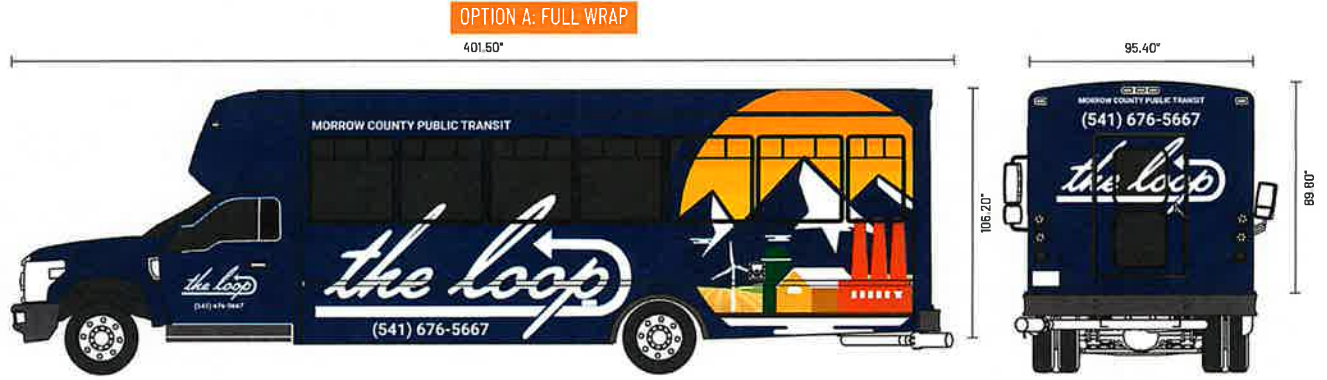
MATERIALS
WRAP VINYL + LAMINATE

COLORS
DIGITAL PRINT

NOTES

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THE LOOP - MORROW COUNTY PUBLIC TRANSIT



Katie Imes: Coordinator
 P.O. Box 495, Heppner, Oregon 97836
 Telephone: (541) 676-5667
 1-855-644-4560

Preliminary Bus Wrap Cost Estimate Review

Vendor:	MUSTANG SIGNS		NW SIGN SOLUTIONS		PORTLAND CUSTOM	
Vehicle:	Cost		Cost		Cost	
	Partial Wrap	Full Wrap	Partial Wrap	Full Wrap	Partial Wrap	Full Wrap
Defender(33')	\$ 4,757.80	\$ 11,995.80	\$ 4,785.00	\$ 11,250.00	\$ 6,650.00	\$ 9,190.00
Challenger (22')	\$ 11,696.55	\$ 23,846.55	\$ 8,685.00	\$ 22,935.00	\$ 13,155.00	\$ 21,720.00
Sales Tax - 8.6%	\$ 1,415.07	\$ 3,082.44	\$ -	\$ -	\$ -	\$ -
Grand Total \$	\$ 17,869.42	\$ 38,924.79	\$ 13,470.00	\$ 34,185.00	\$ 19,805.00	\$ 30,910.00

Prepared by Katie Imes 11/1/2021



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

(For BOC Use)
Item #
50

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 - Public Transit
Short Title of Agenda Item: 5311 Formula Funding for Rural Areas - Agreement No. 35263
Date submitted to reviewers: 10/21/21
Requested Agenda Date: 11/3/21
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Department of Transportation - Public Transportation Division
Contractor/Entity Address: 555 13th Salem, Or
Effective Dates - From: November 1st, 2021 Through: June 30th, 2023
Total Contract Amount: 312,925 Budget Line: 504-504-3-30-3146
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
Kate Knop via email 10-29-21 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):

This agreement provides funding for Morrow County Public Transit's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services such as the salaries of the transit manager/director, operations manager, and dispatcher.

This agreement also provides funding for a one-time purchase in the amount of \$50,000 for dispatching software. This software will support the operation of our demand response service.

The match for this agreement will be supported from the Special Transportation Fund.

2. FISCAL IMPACT:

\$280,787 Federal Share to fund #504

\$32,138 local match #216

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

Motion to approve and sign agreement No. 35263 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 **November 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 200.332(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 **\$312,925.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$280,787.00** (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. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. 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.
- f. **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
Board of Commissioners

By _____
(Legally designated representative)

Printed Name: Chair Don Russell
Date: November 3, 2021

By _____

Printed Name: Commissioner Jim Doherty
Date: November 3, 2021

By _____

Printed Name: Commissioner Melissa Lindsay
Date: November 3, 2021

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date November 3, 2021

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 ST NE
Salem, OR 97301
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 10/14/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 10/21/2021

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Morrow County 35263				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$257,202.00	\$230,787.00	\$26,415.00	Local
Item #2: Mobility Management - 5302(a)(1)(L)				
	\$55,723.00	\$50,000.00	\$5,723.00	Local
Sub Total	\$312,925.00	\$280,787.00	\$32,138.00	
Grand Total	\$312,925.00	\$280,787.00	\$32,138.00	

1. BACKGROUND

ADMINISTRATION

For the Section 5311 program only, project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.

2. PROJECT DESCRIPTION

ADMINISTRATION

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

MOBILITY MANAGEMENT

This Agreement provides funding for the purchase of dispatch software and associated equipment to implement the new software. 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 oversee and monitor the services and performance of any consultants or contractors used in the project.

3. PROJECT DELIVERABLES

ADMINISTRATION

Recipient shall perform administrative activities to support service sustainability. This Agreement funds salaries of the transit manager, operations manager, and dispatcher.

MOBILITY MANAGEMENT

Recipient will follow federal and state procurement processes to research dispatch software, solicit bids, and purchase dispatch software and associated equipment.

Recipient shall research dispatch software by contacting other agencies using dispatch software to find the one that best fits the needs of Recipient. Recipient shall send a Request for Proposals to vendors who have the required dispatch software or equivalent. Recipient shall review and score proposals received. Recipient shall purchase the dispatch software and equipment that best suits Recipient's needs.

*Estimated Completion Date: June 30, 2023
 Estimated Cost: \$50,000*

PROJECT PERFORMANCE MEASURES

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

Improved efficiency of routing drivers for requested rides.

4. PROJECT ACCOUNTING and MATCHING FUNDING

ADMINISTRATION

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expenses may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration.

MOBILITY MANAGEMENT

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 \$4,999.00 of the total project cost.

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 funds must be reported to State. Recipient may not use passenger fares as matching funds.

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 vendor charges. In-house charges must be documented showing time specifically associated with the project.

ADMINISTRATION

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.

MOBILITY MANAGEMENT

Recipient will submit 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.

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. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$280,787.00
--	--	--	---

Administered By Public Transportation Division 555 13TH ST NE Salem, OR 97301

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 #
5d

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

Presenter at BOC: Justin Nelson
Department: District Attorney
Short Title of Agenda Item: (No acronyms please) **Out of State Travel Authorization- Conference on Child and Family Maltreatment**

Date submitted to reviewers:
Requested Agenda Date: 11/3/2021

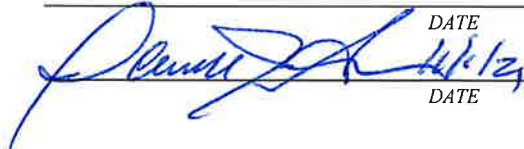
This Item Involves: (Check all that apply for this meeting.)

<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 type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other Out of State Travel Approval

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:

_____ DATE _____	Department Director	Required for all BOC meetings
 _____ DATE 11/12	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 Morrow County District Attorney Office receives grant funding each year from the Child Abuse Multidisciplinary Intervention Fund (CAMI). The CAMI fund is the primary source of state funding for the intervention, assessment and investigation of child abuse. State law requires CAMI funds be distributed through multidisciplinary teams (MDTs). MDTs are established in each county under the leadership of the local district attorney. The Morrow County MDT includes members from Morrow County School District, CCS, DHS, Boardman PD, Morrow County Sheriff Office, Morrow County District Attorney Office, Oregon State Police, and Domestic Violence Services.

Morrow County generally allocates a majority of our funds to Mt. Emily, our contracted Child Abuse Intervention Center in La Grande. We are required by CAMI rules to allocate at least 50.1% of our funds to the facility.

Most of our remaining funds are allocated to training. The funds have generally been used to send MDT members to a yearly training in Vancouver, Washington- the Child Abuse Summit. The Summit has been canceled the past 2 years, and we have been informed that it is permanently shutting down.

The other conference we have sent individuals to in the past has been the Conference on Child and Family Maltreatment that occurs yearly in San Diego.

Morrow County currently has \$16,902.75 available in our CAMI Grant for training that is available until June 30, 2022.

I am requesting that we be allowed to send MDT members to this out of state training if they would like to attend. The cost would be approximately \$2,000-\$2,500 per person.

2. FISCAL IMPACT:

CAMI Grant Funding: \$16,902.75

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

Motion to authorize out of state travel to the Conference on Child and Family Maltreatment, utilizing CAMI grant funding.

Attach additional background documentation as needed.



6a

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: November 1, 2021
RE: Administrator Monthly Report for October 2021

Below are the highlights for the month of October.

1. North County Government Building update:

In the month of October, we are finalizing the installation of window and door installation, HVAC rough in, outside masonry, utility sleeves, ceiling grids and the majority of the flooring. We continue to experience delays with manufacturing and shipping. The current delays are related to electrical equipment and supplies. We need a buss bar for the electric meter to power the building, additional light fixtures and heated sidewalk electrical components. Our move in date has changed from the week of November 8th to the week of November 29th. We did an informal punch walk through the building and identified a few things that need to be corrected. Good news, our furniture was delivered on October 18th and installation of the furniture should be November 8-November 19 and we finalized our Overflow Parking CUP requirements.

2. Courthouse Feasibility Study- DLR came out on October 4th and 5th to interview the stakeholders individually, then on October 11th and 12th, they scanned the interior of the Courthouse to get dimensions of each room. DLR will present draft findings on November 2nd to the Stakeholders from 10:30-11:30.
3. Bus Barn and Transit Facility RFQ- With help from Katie Imes, Loop Coordinator and Nick Ducote of Ducote Consulting, we were able to published and award the RFQ to Pivot Architecture.
4. The Leadership TEAM- we invited Tim Raschulte, CEO of Professional Development Academy and Julie Harrold, Director of Enrollment to attend our October Leadership TEAM meeting. They gave us excellent information about their High-Performance Leadership Academy. NACo and AOC members have attended this training.
5. Tourism RFQ- We awarded the RFQ to Karie Walchli.
6. I attended ICMA's Annual Conference, virtually on October 4th and 5th. I particularly enjoyed the sessions on Leadership, Culture and regional teamwork. I would like to attend in person in the future to build on networking.

Sincerely,

A handwritten signature in blue ink that reads "Darrell J Green".

Darrell J Green

6b



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	July	August	Sept	October	Nov	Dec
Alarms	13	17	16	10		
Animal Complaint	26	26	27	19		
Agency Assist	10	14	1	31		
Assaults	5	2	1	5		
Burglary	3	3	0	3		
CHL	25	19	88	14		
Citizen Assist	10	13	12	11		
Civil Service	66	73	47	49		
County Code Calls	4	4	5	7		
Heppner area	0	0	1	0		
Irrigon area	3	4	4	7		
Bdmn area	1	0	0	0		
lone/Lex area	0	0	0	0		
Death Investigation	1	1	2	4		
Disturbance	20	12	11	16		
Dog	46	35	41	42		
Driving Complaints	74	73	64	60		
Drunk/Impaired Driver	2	2	2	1		
EMS	7	18	9	14		
Hit & Run	4	2	2	3		
Juvenile Complaints	10	10	6	8		
Motor Vehicle Crashes	8	10	9	17		
RV Code	1	0	0	0		
Suicidal	4	1	7	1		
Suspicious Activity	33	32	23	43		
Theft	16	6	11	16		
Trespass	9	7	4	6		
Traffic Stops - Cite	59	55	53	30		
Total Traffic Stops	168	216	171	101		
UUMV-Stolen vehicle	0	2	1	1		
Welfare Check	10	17	21	24		
Totals	634	670	634	532		
Other Misc. Incidents	678	569	532	621		
Total # of Incidents	1312	1239	1166	1153		
Felony Arrests	18	12	5	16		
Total # of Arrests	40	32	17	37		



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
lone/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



Finance

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

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

TO: Board of Commissioners & Interested Parties

FROM: Kate Knop, Finance Director

DATE: October 3, 2021

RE: Finance Department – Quarterly Report

Please accept the Finance Department quarterly report for July – September, 2021. Dur the past quarter our team efforts focused on many duties and projects including year-end close, audit, budget implementation, Coronavirus pandemic reporting, and regular duties. As a team, we are providing a comprehensive department report.

- Budget FY 2020-2021
 - Auditors: October 4th to 7th:
 - Independent financial audit & single audit.
- Budget FY 2021-2022
 - R-2021-20 – Supplemental Budget for FTA Fund; and
 - R-2021-21 – Multi-program resolution.
- COVID – 19 Pandemic
 - American Rescue Plan Act – \$2.25 million
 - Award – \$1.126 million (or 50%) received in August, 2021.
- Board of Commissioners Meetings
 - Agenda items: **20**
 - American Recover Plan
 - Budget calendar
 - Budget Resolutions – two
 - CARES Report
 - Grants to Cities, Resiliency Fund
 - Morrow County Equity Fund Loan - Jay Coil LLC
 - Morrow County Retirement Trust - Actuarial Valuation
 - Payment in Lieu of Taxes - \$586,973
 - Work Sessions:
 - September 22, 2021 – Long rang planning

- Department Support
 - Health Department,
 - Assist with COVID-19 reporting, compliance, and quarterly fiscal reporting
 - Public Works
 - Bi-weekly meetings; and
 - Review federal IGA's.
 - Planning
 - Building Permit – budget preparation for proposal.
- Morrow County Retirement Plan – Defined Benefit
 - 2021 Retirees: 5 (including active and non-active members); and
 - Retirement benefit estimates: 3 active members; and 2 non-active members.

Finance department mission statement:

Providing accurate and compliant financial information to stakeholders in a timely manner.

Morrow County Finance Department
Financial Analyst Quarterly Report
July – September 2021

QUARTERLY REPORTING and RECONCILIATIONS:

- Assisted five departments with Quarterly Reports by providing fiscal information.
- Completed and filed two Quarterly Reports for two departments.
- Completed and filed three Annual Reports for two departments.
- Continue reconciliations for ongoing Capital Projects, and several pass-through funds.
- Bank account reconciliations. Research and resolve any issues impacting the reconciliation process. Prepare journal entries, if necessary.

AUDIT PREPARATION:

- Source all Federal funding received throughout the County for FY 2020/2021 and reconcile amounts for the Federal Single Audit report to be provided to auditors.
- Research GAARF (Governmental Accounting, Auditing, And Financial Reporting) standards to properly account for assets unique to Government entities, namely road infrastructure improvements.
- Nearing completion of adding all newly acquired assets during FY 2020/2021.
- Completed all FY 2020/2021 Fixed Asset Dispositions:
 - 34 Assets removed with an original purchase price total of \$463,918.68.
 - Accumulated depreciation of \$447,372.17.
 - Total net proceeds from the sale of all booked assets is \$85,842.15.
- Next up, calculating the depreciation of all assets on hand as of June 30, 2021. Then, manually reconcile all assets and prepare summarized report for the auditors to review and include in the County's Financial Statements.

INSURANCE

- Continual monitoring of insurance claims.
- Respond to requests from the Insurance Company requesting additional documentation or information.

BUDGET and OPENGOV SOFTWARE TRAINING:

- Assist in preparing the Supplemental Budget Resolution R-2021-20 for 5310-FTA Grant Fund.
- Assist in preparing the Budget Resolution R-2021-22 moving General Fund Contingency to Capital Outlay.
- Continual review of all general ledger accounts, monitoring for accuracy and fiscal compliance. Correcting by journal entry, when required.
- Attend weekly training with the OpenGov team to prepare for implementation. Research and provide core data, as requested by the Finance Director.

Respectfully submitted by
Deanne Irving, Financial Analyst

July – September 2021 Quarterly Report
Submitted by Sabrina Bailey Cave, Accounting Clerk

❖ **VISA ACCOUNTS**

- I continue to track our 48 VISA accounts and update the spreadsheet on the amount spent for the Fiscal Year. For 2020-21 the amount of expenditures is lower than the previous fiscal year, mostly due to trainings/conferences being done virtually, although monthly spending is back to “normal” now that most everything is open. I finished the graph that compares the monthly spending, per department, for FY19-20 and FY20-21. It is itemized by department total for a quick review of our spending. I will include these with this report.

❖ **CANON COPIER TRANSITION**

- The switch to Canon copiers is finished. Roberta and I were successful in closing out our Ricoh accounts and ensuring any billing errors were corrected.
- The Canon monthly lease and use charges are billed through Canon Financial Services. I enter the invoice information on a spreadsheet so we can track each of the nine copiers we lease. In addition, we pay two invoices for usage to Canon Services America for the modular office and the treasurer office.

❖ **RETIREMENT**

- July, August and September monthly tax payments were processed on time with the IRS and four States.

❖ **1099s for 2021**

- I recently ran the 1099 audit report to ensure the invoices we are required to report, are on track for the current year. The “lottery” winners are not showing up on the 1099-NEC or MISC report, so they will be processed on form 1099-G so the tax withheld will show up in the proper box. I will be contacting Incode to ensure this is what will happen, before we actually process all the forms.

❖ **US CELLULAR TRANSITION**

- I continue to work alongside the County Administrator to centralize our cell service with US Cellular.
- The Sheriff’s Office cell service has its own account. We are discussing leaving it that way as it is easier to track and the Undersheriff has full access to make any changes he needs to his lines.
- The Sheriff’s modems have remained with Verizon, as well as the OHV Park internet service.

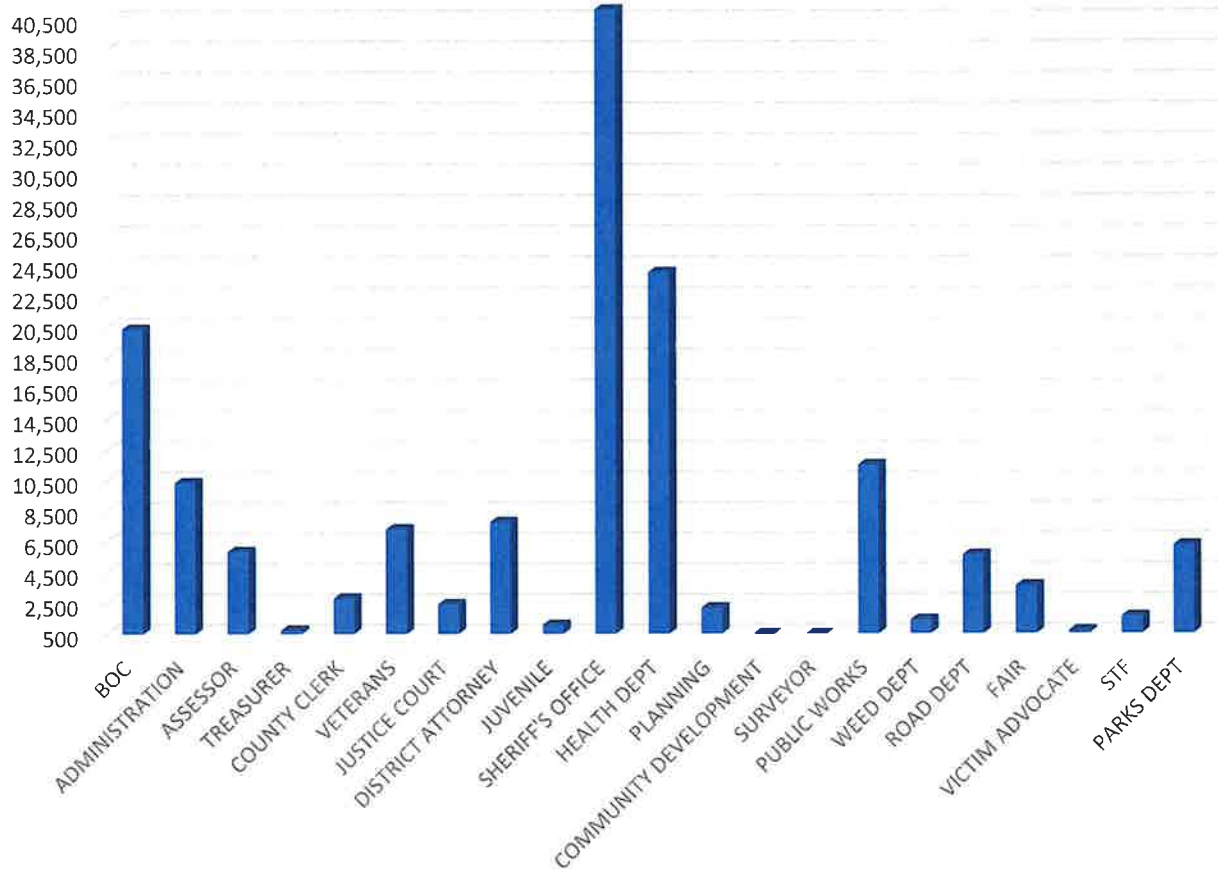
❖ **MISCELLANEOUS**

- I completed the quarterly room allocation report for Support Enforcement and Special Transportation.
- As with the Visa accounts, I compiled information for a graph of my fiscal year APs. It reflects the dollar amounts I list in these quarterly reports of expenditures I paid throughout our fiscal year. This information has not been reconciled as it only reflects my AP checks written, not Payroll, any Bank Drafts or Treasurer checks.

Quarterly AP Processing:

Month	Invoices Processed	Dollar Amount
July	636	\$ 1,901,640
August	614	\$ 2,281,819
September	670	\$ 1,757,507
TOTALS	1920	\$ 5,940,966

FY 2019-20 VISA Totals per Dept.



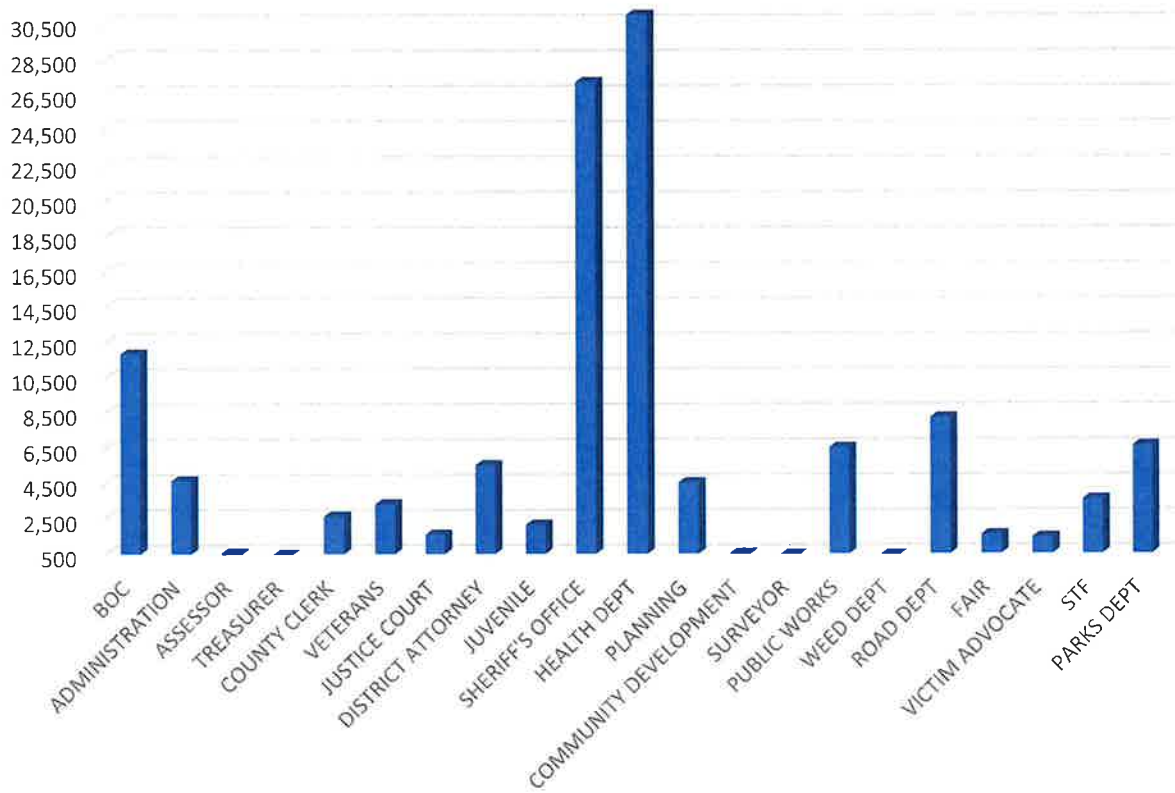
Departments	FY Total
BOC	20,394
ADMINISTRATION	10,390
ASSESSOR	5,885
TREASURER	730
COUNTY CLERK	2,818
VETERANS	7,345
JUSTICE COURT	2,446
DISTRICT ATTORNEY	7,811
JUVENILE	1,089
SHERIFF'S OFFICE	41,173
HEALTH DEPT	24,089
PLANNING	2,193
COMMUNITY DEVELOPMENT	0
SURVEYOR	0
PUBLIC WORKS	11,542
WEED DEPT	1,404
ROAD DEPT	5,654
FAIR	3,642
VICTIM ADVOCATE	686
STF	1,632
PARKS DEPT	6,276

Grand Total	157,199
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Total Spent on VISA billings - by
ALL Depts/Funds

Fiscal Year 2019-2020 purchases
represented: including fuel, conference
registrations, lodging, meals, office supplies,
uniform supplies, and start of pandemic
PPE/Disinfecting purchases.

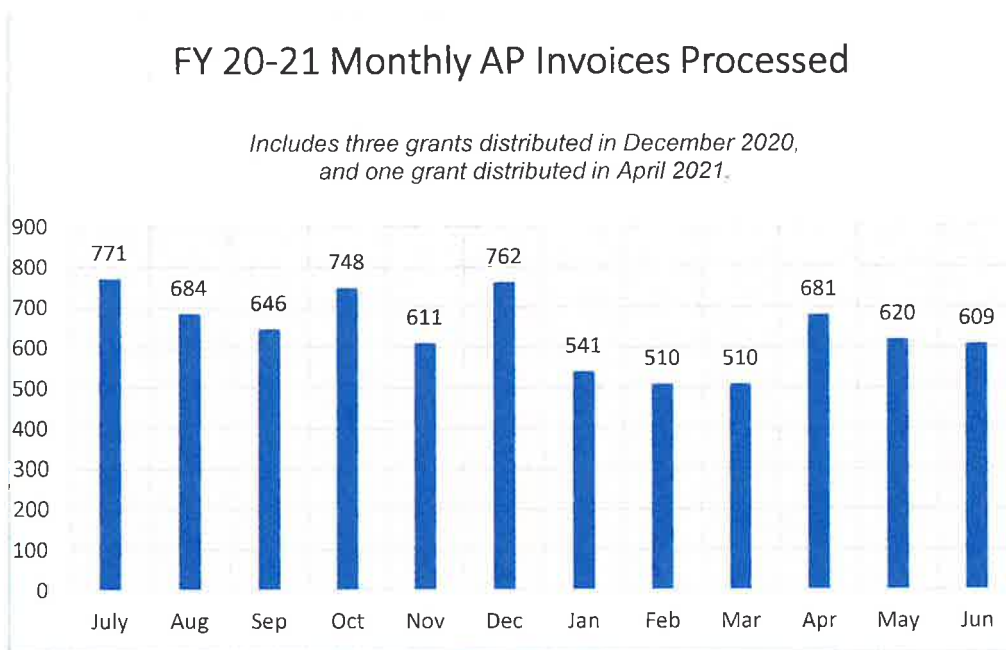
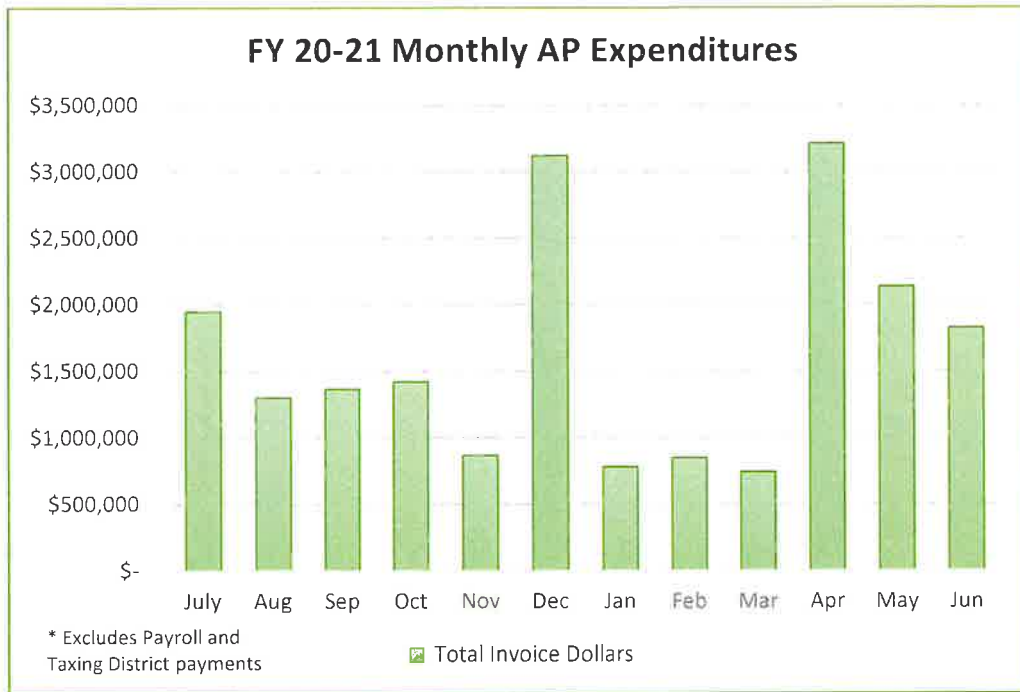
FY 2020-21 VISA Totals per Dept.



Department	FY Total
BOC	11,849
ADMINISTRATION	4,649
ASSESSOR	600
TREASURER	125
COUNTY CLERK	2,631
VETERANS	3,321
JUSTICE COURT	1,596
DISTRICT ATTORNEY	5,531
JUVENILE	2,152
SHERIFF'S OFFICE	27,205
HEALTH DEPT	31,011
PLANNING	4,536
COMMUNITY DEVELOPMENT	570
SURVEYOR	168
PUBLIC WORKS	6,522
WEED DEPT	426
ROAD DEPT	8,215
FAIR	1,588
VICTIM ADVOCATE	1,438
STF	3,594
PARKS DEPT	6,632
Grand Total	124,357

Total Spent on VISA billings - by
ALL Depts/Funds

Fiscal Year 2020-2021 purchases
represented: including fuel, conference
registrations, lodging, meals, office
supplies, uniform supplies, and
pandemic PPE/Disinfecting purchases.



Month	# of INV	Total Invoice Dollar	# of VEND
July	771	\$ 1,951,547	283
Aug	684	\$ 1,302,867	243
Sep	646	\$ 1,368,546	247
Oct	748	\$ 1,422,745	369
Nov	611	\$ 870,296	225
Dec	762	\$ 3,123,182	215
Jan	541	\$ 781,684	227
Feb	510	\$ 850,953	198
Mar	510	\$ 743,042	211
Apr	681	\$ 3,214,297	310
May	620	\$ 2,137,589	269
Jun	609	\$ 1,824,911	235

Fiscal Year 2020-21 AP Expenditures	
Total invoices:	7,693 processed
Total value:	\$ 19,591,659 spent



October 28, 2021

The Honorable Joe Manchin III, Chairman
Senate Energy and Natural Resources
Committee
304 Dirksen Senate Building
Washington, D.C. 20510

The Honorable John Barrasso, Ranking Member
Senate Energy and Natural Resources Committee
304 Dirksen Senate Building
Washington, D.C. 20510

The Honorable Angus King, Chairman
Senate National Parks Subcommittee
304 Dirksen Senate Building
Washington, D.C. 20510

The Honorable Steve Daines, Ranking Member
Senate National Parks Subcommittee
304 Dirksen Senate Building
Washington, D.C. 20510

The Honorable Ron Wyden
221 Dirksen Senate Building
Washington, D.C. 20510

The Honorable Jeff Merkley
531 Hart Senate Building
Washington, D.C. 20510

Dear Senators Manchin, Barrasso, King, Daines, Wyden, and Merkley:

This letter is to express serious concerns with S. 192, known as the River Democracy Act, which will affect communities in the Oregon legislative districts we represent.

This legislation would add nearly 4,700 miles of Oregon waterways to the federal Wild & Scenic River System and, with its half-mile buffers, negatively impact federal forest management, ranching, grazing, mining, and other land uses that support our rural economies. We are also concerned with how this major expansion of Wild & Scenic designations and buffers will affect private property rights and public access.

Wildfires in Oregon have burned over two million acres in the past two years. Over three-quarters of these acres have burned on federally-managed lands. Much of these lands are overstocked and in need of forest health treatments to reduce the risks of wildfires to our communities, watersheds, scenic treasures, and natural resources.

In recent years the Oregon Legislature has approved measures to support and fund wildfire recovery and mitigation, including promoting the use of federal "Good Neighbor Authority" to implement cross-boundary treatments across federal, state, and private lands. We are concerned that S. 192 will significantly complicate this work, including efforts by forest collaboratives to find consensus and help public agencies implement needed forest health treatments.

At a time when Oregon should be accelerating the pace and scale of forest management, the massive expansion of Wild & Scenic designations and half-mile buffers will add new layers of federal bureaucracy and planning requirements, increase costs to agencies and taxpayers, and

further deepen the urban-rural divide by opening the door to more land use litigation and conflict between Oregonians.

Since its original passage, the federal Wild & Scenic Rivers Act has been used to carefully study candidate river segments to receive this highly restrictive designation, resulting in new protections for rivers with outstanding natural, cultural, and recreational values. Unfortunately, S. 192 bypasses this study and administrative review process under the original Act in order to unilaterally designate dozens of small streams, dry creeks and other areas that do not meet the intent of the Wild & Scenic Rivers Act. Though some rivers identified in S. 192 may be worthy of a Wild & Scenic designation, each candidate should be carefully reviewed by agency professionals using the latest science and be subject to robust public input before designations are made.

Before the Committee considers any further action on this legislation, we encourage you to direct the Forest Service and BLM to release detailed maps of the proposed Wild & Scenic River designations along with the half-mile buffers, assess wildfire risks within these proposed corridors, and provide clear guidance on how S. 192 and the subsequent comprehensive river management plans would alter current management direction and practices on these lands. This will allow Oregonians to more accurately assess how S. 192 will affect our communities and adjacent private lands.

Thank you for the opportunity to comment on this legislation.

Sincerely,



Senator Lynn Findley
Oregon Senate District 30



Representative Mark Owens
Oregon House District 60



Senator Bill Hansell
Oregon Senate District 29



Representative E. Werner Reschke
Oregon House District 56



Representative Vikki Breese Iverson
Oregon House District 55



Representative Bobby Levy
Oregon House District 58

Cc: U.S. Representatives Bentz, DeFazio, and Schrader