

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 22, 2021 at 9:00 a.m.a
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
See Zoom Meeting Info on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Minutes: November 10th
 - c. Criminal Justice Commission, Justice Reinvestment Grant Program Agreement
5. **Business Items**
 - a. Fair Board's Plans for Bull Riding Challenge of Champions Tournament (Ann Jones, Fair Secretary)
 - b. Public Works Purchase Pre-Authorization Request, Asphalt Roller (Eric Imes, Assistant Road Master)
 - c. Public Works Purchase Pre-Authorization Request, Rotary Broom (Eric Imes)
 - d. Public Works Purchase Pre-Authorization Request, Road Widener (Eric Imes)
 - e. Command Team Update
 - f. Building Project Updates
6. **Department Reports**
 - a. Road Department Monthly Report (Eric Imes)
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, 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:

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

Morrow County Board of Commissioners Meeting Minutes
November 10, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, John A. Bowles, Jason Hudson, Roberta Lutcher, Justin Nelson, Sandi Pointer

Present Via Zoom

Kirsti Cason, Stephanie Case, SaBrina Bailey Cave, Bobbi Childers, Ronda Fox, Mike Gorman, Paul Gray, Lindsay Grogan, Deanne Irving, Crystal Jaeger, Christy Kenny, Kate Knop, Jaylene Papineau, Linda Skendzel, Heidi Turrell, Sherry Wright, Ivy Zimmerman; Non-Staff: Mike Jewett, JoAnna Lamb, Karen Pettigrew

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

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

- 1. *Accounts Payable & Payroll Payables*
- 2. *Tax Refund Application from Gas Transmission Northwest, LLC*
- 3. *Application #OSH to Build on the Right-of-Way from Zayo Group LLC*

Commissioner Lindsay seconded. Unanimous approval.

Noting Veterans Day – November 11th

Linda Skendzel, Veterans Services Officer

A short video honoring veterans was presented and Ms. Skendzel requested a moment of silence in recognition of the sacrifices made by veterans in the past, present and even those that will take place in the future. She also said the Marine Corps was organized on this day 246 years ago, November 10, 1775. Brief discussion.

9:13 a.m. Public Hearing: Order No. OR-2021-13: Transferring Existing Solid Waste Collection Franchise for Zone 1; and Approving an Agreement Granting an Exclusive Solid Waste Collection Franchise to Waste Connections of Oregon, Inc., doing business as Sanitary Disposal

Chair Russell opened the hearing and called for abstentions or conflicts of interest. He and Commissioner Doherty said they were residents of Zone 1 but didn't see that as a conflict. Commissioner Lindsay said she had no conflicts.

Chair Russell read how to offer testimony and called for the Staff Report.

Sandi Pointer, Public Works Management Assistant, said Hermiston's Sanitary Disposal, Inc., has been the franchisee for Zone 1 since 1994. Waste Connections of Oregon, Inc., is purchasing Sanitary Disposal, Inc., and is requesting to transfer the franchise and to approve an agreement

with the County. Ms. Pointer explained the Public Works Director, Matt Scrivner, also serves as the Solid Waste Management Administrator and provided a letter in support of the transfer of the Zone 1 Franchise to Waste Connections of Oregon, Inc. In addition, the Solid Waste Advisory Committee (SWAC) met in October and unanimously supported the transfer request, she said.

Chair Russell clarified, as a member of SWAC, he abstained from voting on this at the October meeting, knowing it would come before this Board. He then called for proponents to speak.

Commissioner Doherty questioned two different dates referenced in the documents. The agreement referenced November 10th while the Order referenced December 1st.

Jason Hudson, representing Waste Connections, said they were looking to the December 1st date and the Order stated if the sale did not go through on that date, the Order shall be null and void.

Mr. Hudson went on to congratulate the Jewett family and Bill Kick on nearly 50 years of service. He said Waste Connections also operates the Finley Buttes Landfill in Morrow County, as well as others in the Columbia River Gorge. He requested the Board support the transfer.

Mike Jewett said he was in favor of the transfer, effective December 1st, and was happy to answer any questions.

Commissioner Doherty said, "This is a five-year franchise we sign onto that's redone annually, provided nothing goes awry...Is there a way for the County to say it won't reup, so in five years we open it up and see what's out there? Or provided the franchisee hits all the marks or corrects any misses, then it's perpetual and can't just be opened up?"

Mr. Hudson replied, typically that's how it works unless the franchisee is missing the mark and not correcting things, then typically they're renewed.

Commissioner Doherty said, "Counties must be able to set zones, right? We could effectively adjust the zone, potentially?"

Ms. Pointer said SWAC sets the zones and it was done through the Planning Department, in the past.

Commissioner Doherty talked about the zones in the Umatilla County area and noted Morrow County has just two zones. He said, "We could, not that I'd want to..."

Ms. Pointer said, "That opening up the plan and starts a whole new - we could do that, yes."

Commissioner Doherty said if the County said no, he assumed the contract didn't hinge on one municipality or zone.

Mr. Hudson said, "The purchase was for all of them, so it would definitely impact the sale."

Chair Russell said each city has its own franchise area, so we're just talking about the unincorporated areas outside the cities.

Commissioner Doherty wanted to know the following: The fees come before the Board and with the disposal company owning or managing both the landfill and the collections...if a franchisee came in and somebody else took over, the tonnage rate can't be adjusted going into the landfill, those are all set, correct?

Mr. Hudson said yes, those are set and adjusted by CPI (consumer price index).

Commissioner Doherty said he thought having both the landfill and collections would drive down the costs and it will be able to go back to the constituents.

Chair Russell said that was a good thought but with the rate of inflation this year, Sanitary Disposal has probably already primed the pump for a rate increase this year. If so, they'll come before SWAC to explain why they need it. They've been good about coming in annually.

Commissioner Doherty said the agreement references an annual report and he assumed that was happening.

Chair Russell said SWAC gets the annual report. Sanitary Disposal's history has been to ask for small, periodic rate increases, which, he said, was his preference, rather than going for a longer period of time and requesting a large increase.

Commissioner Lindsay asked Ms. Pointer what she meant by "the plan?"

Ms. Pointer said it's the Solid Waste Management Plan.

Commissioner Lindsay said it looked like there were a lot of reason for an update to the Ordinance. While we're doing that, would we look at the Plan?

Ms. Pointer said, yes.

Commissioner Lindsay said when we're talking costs, there were some unusual things in the document, such as it says trucks meet halfway on Baseline. If we're talking costs of fuel, etc., she thought the County needed to look at the zones and make sure there aren't two people's trucks going a long way out that we could better be servicing and keeping costs down because of that. She said she hoped the County would look at those three things.

Chair Russell called for opponents to speak; no response. He closed the hearing to deliberate to a decision at 9:20 a.m.

Commissioner Lindsay asked who gets notified on these hearings. Does the other zone contract franchisee get notified?

Ms. Pointer said, yes, they were.

Chair Russell added they were also at the SWAC meeting.

Commissioner Doherty said it also says "customers," maybe it came in our billing statement.

Ms. Pointer said the Zone 1 customers were notified.

Commissioner Doherty moved to approve Order No. OR-2021-13 and accept the Agreement Granting an Exclusive Solid Waste Collection Franchise to Waste Connections of Oregon, Inc., doing business as Sanitary Disposal, its Successor and Assigns; Providing for Inspection & Providing Penalties (Continuing five-year Franchise. Beginning January 1 of each year the Franchise will be considered renewed for an additional five-year term unless there is at least 90 days' written notice of intent to terminate by either party.) Commissioner Lindsay seconded. Unanimous approval.

Business Items

Memorandum of Understanding (MOU) between the Eastern Oregon Coordinated Care Organization (EOCCO) and the Twelve Eastern Oregon Counties

Justin Nelson, County Counsel/District Attorney

Henry O'Keefe, General Counsel, Greater Eastern Oregon Behavioral Health, Inc. (GOBHI)

Mr. Nelson explained in 2020 GOBHI requested an updated MOU with the twelve counties of the EOCCO, but due to several factors, some were still outstanding. Morrow County's has not been signed and possibly was sent to an incorrect contact person. Mr. O'Keefe provided background information and offered to return in the near future for a more in-depth update. The Commissioners preferred to do this and agreed by consensus to table the MOU.

One-Month Review of County Counsel Contract

Justin Nelson, County Counsel/District Attorney

This was the one-month review of the scaled back County Counsel duties since Richard Tovey, former Deputy District Attorney and Co-County Counsel took a job elsewhere. Currently, requests for County Counsel review of documents, etc., are vetted through the Chair or Administrator. During the discussion, Mr. Nelson said having clarity as to when documents should be reviewed by County Counsel would be beneficial and he would attempt to make things clearer to all parties. He also suggested it might be appropriate for some departments to go directly to him, for example, the Planning Department.

Chair Russell stated he only had a few requests come to him, as did the Administrator, and he referred them on to Mr. Nelson. He then said the process should continue unless problems are encountered or until a new Deputy District Attorney is hired.

Mr. Nelson said department heads should reach out to the Commissioners if they encounter any issues, adding communication is important.

Building Codes Program Intergovernmental Agreement (IGA)

Tamra Mabbott, Planning Director

Ms. Mabbott explained the IGA has continued to be refined by both the County and the City of Boardman, but the City requested additional time for review.

Discussion turned to the IGA not being ready because it wasn't signed by the City, which has been past practice to have the other party sign first.

Commissioner Doherty said it was reaffirmed about a year ago that agreements, contracts, etc., need to be signed by the other party before coming to the Board. He mentioned a recent case where that didn't happen and the County wound up "with egg on its face." It's very important everyone is on the same page and the Board is the final signer, he stressed.

Chair Russell said the IGA would be rescheduled for a future meeting.

Command Team Update

- Emergency Manager, Paul Gray, said the federal mandate was discussed at Monday's Command Team Meeting. Oregon operates under its own OSHA Plan (Occupational Safety and Health Administration), which means Oregon OSHA has up to 30 days to include the federal mandate into its OSHA Plan. He contacted Oregon OSHA and was informed it's still being discussed and the timeline as to when the state plan would be amended to fit with federal guidelines was unknown.
- Human Resources Director, Lindsay Grogan, said the federal mandate means employers with 100 or more employees have to require the COVID vaccine or testing once a week, effective January 4, 2022. Furthermore, Morrow County has until December 5th to implement that policy and Ms. Grogan asked for direction from the Commissioners on the draft policy. She explained employers are not required to pay for tests and that the draft policy is subject to change, based on Oregon rules and union negotiations, for example. The Command Team plans to send an email to employees summarizing what the rules would entail, she added. Discussion.

Building Project Updates

- Courthouse Feasibility Study: DLR Group is working on the Board's request to provide information on a fourth option – building a new building, and they plan to meet the deadline for the final report to the Board.
- Morrow County Government Center: Furniture is being assembled and construction crews are sealing the masonry, grading the parking lot area to get ready for asphalt this week, and installing ceiling grids. Still waiting on the arrival of the bus bar and light fixtures. Some of the parts for the heated sidewalks were defective and will have to be reordered and expedited. Lumen/CenturyLink's engineer just informed the County there

aren't enough lines for the building and there are two options to correct the situation – create another pedestal or bore under Third Street. It will take six-to-eight weeks to properly install the lines. The anticipated move-in date is now November 29th or 30th.

Department Reports

- The Planning Department Monthly Report was provided by Tamra Mabbott, Director
- The Treasurer's Monthly Report was provided by Jaylene Papineau, Treasurer
- The Assessment & Tax Quarterly Report was provided by Mike Gorman, Assessor/Tax Collector

Commissioner Reports

Brief reports were provided.

Signing of documents

Adjourned: 11:45 a.m.



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

(For BOC Use)
Item #
4c

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

Presenter at BOC: Dan Robbins or Gina Wilson
Date submitted to reviewers: 12-14-2021
Department: Morrow County Community Corrections (P&F) Requested Agenda Date: 12-22-2021
Short Title of Agenda Item: Criminal Justice Reinvestment Grant
(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: State of Oregon Criminal Justice Commission
Contractor/Entity Address: 885 Summer St. NE, Salem, OR 97301
Effective Dates - From: July 1, 2021 Through: December 31, 2023
Total Contract Amount: 159,263.03 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By: [Signature] 12/15/21 Department Director Required for all BOC meetings
[Signature] DATE Administrator Required for all BOC meetings
[Signature] DATE County Counsel *Required for all legal documents
[Signature] 12.20.21 Finance Office *Required for all contracts; other items as appropriate.
[Signature] 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 Criminal Justice Commission (CJC) has awarded Morrow County \$159,263.03 under the 2021-2023 Justice Reinvestment Grant Program. Attached please find the Grant Award Agreement and other conditions. This award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

Personnel	128,560.08
Administrative	14,284.00
Victim Services: Domestic Violence Services, Inc.	16,418.95
Total	159,263.03

The CJC will disburse the grant funds in four installments. The CJC will disburse your first payment within 30 days following the completed execution of the contract.

This grant period will run from July 1, 2021 - December 31, 2023. The amount of the award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483. Funding for the grants will be through state general funds.

2. FISCAL IMPACT:

Revenue to Community Corrections #510-113-3-30-3595
Pass through to LPSCC Coordinator Position → 510 - 113 - 5 - 20 - 3440
Pass through to Domestic Violence Services #510-113-5-20-2435

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

Suggest the BOC sign the agreement

Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St. NE
Salem, OR 97301
TEL: 503-378-4830
FAX: 503-378-4861
Kenneth Sanchagrin
Executive Director

December 8, 2021

Morrow County
Gina Wilson
205 NE Third St
Irrigon, OR 97844

Subject: 2021-23 Justice Reinvestment Grant Program Award Letter

COMMISSIONERS

Jerome Brooks, Chair
Jeff Auxier
Jessica Beach
Rob Bovett
Wally Hicks
Jessica Kampfe
Sebastian Tapia
Sen. Floyd Prozanski*
Rep. Duane Stark*
*Non-Voting

Dear Gina Wilson,

On behalf of the Criminal Justice Commission (CJC), Morrow County has been awarded \$159,263.03 under the 2021-23 Justice Reinvestment Grant Program (JRI).

Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports and requests for information.

Award Number:	JR-23-22	Project Start:	July 1, 2021
Amount:	\$159,263.03	Project End:	December 31, 2023
Award Date:	October 20, 2021		

TO ACCEPT THIS AWARD

Included is the Grant Award Agreement. Please review, sign and return this agreement to CJC as soon as possible, but no later than January 10, 2022 in order to receive your first disbursement by January 30, 2022. Electronic copies should be emailed to ian.davidson@cjc.oregon.gov.

CJC will execute the agreement and return a fully executed electronic copy to you for your files.

IMPORTANT RESPONSIBILITIES

Please consult the Grant Award Agreement for a full list of responsibilities.

Semi-Annual Progress and Financial Reports:

Grantees are required to submit semi-annual progress reports and financial reports online through the CJC's grant administration website at <https://cjc-grants.smapply.io/>. The detail for these reports is listed in the Grant Award Agreement.

Amendments:

Grantees are required to submit all amendment requests through the CJC's grant administration website. Only (1) amendment will be allowed per reporting period. Final amendments must be submitted by October 25, 2023 to be processed.

Travel:

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

Subaward Contracts and Agreements:

Grantees are responsible for notifying CJC of all sub-recipients of 2021-23 Justice Reinvestment Grant Program funds. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to ensure sub-recipients adhere to all the requirements in your Grant Award Agreement with CJC.

GRANT MANAGEMENT HANDBOOK

An updated version of the [Grant Management Handbook](#) is available.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status, or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws as outlined in the handbook.

If you have additional questions, please do not hesitate to contact Ian Davidson at ian.davidson@cjc.oregon.gov.

Sincerely,



Ken Sanchagrin, Executive Director
Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission (“CJC”) and **Morrow County**, (“Grantee” and, together with CJC, the “Parties”). This Agreement shall become effective on the later of July 1, 2021 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$159,263.03** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

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

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

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

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

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

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

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2022, May 30, 2022, September 30, 2022, and January 30, 2023. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at cjcgrants@oregon.gov.
- iii.** As specified in OAR 213-060-0050(4), no more than 10 percent of the Grant Funds may be used for administrative costs.

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

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iii.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

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

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

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

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

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

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

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

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

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

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

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

7. Records Maintenance and Access; Audit.

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

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

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

8. Grantee Subagreements and Procurements

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

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

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

b. Subagreement indemnity; insurance.

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

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

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

c. Procurements.

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

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

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

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

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

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

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

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

11. Termination

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

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

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

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

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

12. GENERAL PROVISIONS

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

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

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

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

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

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

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

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

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

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

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

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

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

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

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

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

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

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

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

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

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

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

Approved by Grantee

Signature of Grantee Date

Name/Title

Federal Tax ID Number State Tax ID Number

Approved by Criminal Justice Commission

Ken Sanchagrin, Executive Director Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler on 8/16/21 via email

CJC Contact
CJC Grant Administrator
Ian Davidson
885 Summer St. NE
Salem, OR 97301-2524
ian.davidson@cjcc.oregon.gov
503-302-1990

Grantee Contact
Morrow County
Gina Wilson
205 NE Third St
Irrigon, OR 97844
Gina.L.Wilson@cc.doc.state.or.us
541-314-1178

EXHIBIT A

Project Description and Budget

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

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

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

Project Start Date: July 1, 2021
GRANT #: JR 23-022
GRANTEE PROGRAM CONTACT:
Gina Wilson
EMAIL: Gina.L.Wilson@cc.doc.state.or.us
TELEPHONE: 541-314-1178

Project End Date: December 31, 2023
GRANTEE FISCAL CONTACT:
Morrow County Sheriff's Office
EMAIL: Kmatlack@co.morrow.or.us
TELEPHONE: 541-314-5201

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$128,560.08
Administrative	\$14,284.00
Victim Services: Domestic Violence Services, Inc.	\$16,418.95
Total	\$159,263.03

EXHIBIT B

Subagreement Insurance Requirements

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

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

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

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

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

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

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

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

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

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

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

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

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



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

(For BOC Use)
 Item #
 5a

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

Presenter at BOC: Ann Jones

Date submitted to reviewers:

Department: Fair

Requested Agenda Date: 12/22/2021

Short Title of Agenda Item:

Present fair boards plans for Challenge of Champions Tournament

(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
_____	DATE	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
<u>[Signature]</u>	12.20.21	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 board is working on being more active in the communities and looking at different events to host in hopes of using the grounds more.

The fair board is interested in hosting a Challenge of Champions Bull riding tournament on March 19, 2022 in conjunction with Heppner's St. Patrick activities.

During budget hearings for 2021-2022 the Fair Board appropriated \$50,000 in to a special event line formerly tilted St. Pats.

Additional info includes: Fairboard minutes 11-10-21, CCT proposal/contract, email sent to PBR & reply from PBR, information from PRCA (xtreme bulls) email and application, Revenue & Expense report for 214-Fair Special Event

We are estimating to spend \$29,000 which would include CCT costs, ambulance, security, room, advertising, cleaning

We do feel that we would be able to generate \$15,000 from ticket sales, sponsorships, food vendors, other vendors and would also give us the opportunity to have inside vendors.

2. FISCAL IMPACT:

GL codes for Expenditures: 214-303-5-20-2607 Other Services (CCT), 214-303-5-20-3210 Advertising, 214-303-5-20-3311 Lodging, 214-303-5-20-3452 contract services (ambulance, security), 214-303-5-20-3472 Chemical Toilets

GL codes for Revenue: 214-303-~~3~~40-4741 ticket sales, 214-303-~~3~~40-4751 concessions, 214-303-3-67-6931 general donations

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

We ask for a motion to have the County Administrator sign the proposal/contract with Challenge of Champions.

Attach additional background documentation as needed.

MORROW COUNTY FAIR BOARD MEETING MINUTES

Wednesday November 10th 2021 @ 6:30pm

74473 HWY 74 LENA~ Fairgrounds Annex

Heppner, OR 97836

In Attendance:

Chair: Cody High

Vicechair: Shelby Krebs

Board Members:, Brittany Casperson, Sarah Baker, Braxton Adams

Secretary: Ann Jones

4-H:

Others:

CALL TO ORDER: by Cody High @ 6:32 pm

Minutes of Previous Meeting: Sarah made motion to approve, Braxton seconded. Minutes approved

REPORTS:

4-H: I am meeting with Livestock Growers this evening and apologize for double scheduling.

- Next Tuesday, November 16th is the 4-H Leaders/Volunteer ZOOM mtg at 6:00pm. Link is: <https://extension.oregonstate.edu/4h/morrow/events/morrow-4-h-association-meeting>.
- We have two interns as part of POM workforce development; Grace Ogden of Lone and Paul Lindsay of Heppner.
- Intend to have all fair judges secured by the end of December
- 4-H Enrollment is open now through January 6, 2022.
- Our website is being updated nearly weekly! <https://extension.oregonstate.edu/4h/morrow>
- There will be a livestock 4-H Premium Book available before the end of December. This can be added into print with the fair book later in spring when we add all static exhibit information as well. Livestock folks need it before May- it doesn't need a separate printing, but when complete I will send to put on your website for 2022 fair.
- Replacing the blue tarps between pig barn/show ring. Probably needs to happen this year. Suggest a more neutral color like beige or grey?
- Painting Annex? I totally dropped the ball on this and just never followed up. Thoughts?
- New flags for outside building during fair week. The old ones are tired:).
- 4-H is investing in some new backdrops for pics. Maybe stage area in main building? Maybe specific photo areas in livestock barn. Investigating

Rodeo: N/A

NEW BUSINESS:

St. Pats Event: Darrell would like us to put together some expected revenue and expense for this event before he signs off on the Challenge of Champions. After lengthy discussion a few numbers that the board felt were achievable for revenue costs are as follows: Sponsorship \$5000-6000, Ticket sales \$5000, Food vendors \$800, inside bazaar vendors \$10-20 a booth. Expense costs include C.C.T., advertising,

motel, ambulance, clean up, security, \$26,000-29,000. It was noted that the fair board has a special event account 214-303 with a budget balance of \$50,000 that these expenses would come out of. In doing this event we would also offer live music, a craft/vendor fair, and would be a good way to help the local economy. While we know that this would most likely not be a money maker for the board the first year, the board feels this is an opportunity for them to help boost some local economy. It was also mentioned to contact JoAnna Lamb with the chamber and see if they have funds available to help with an event.

Master Planning: Steve is unable to attend this meeting but has asked that any questions we have or things we want to discuss with him to make a list and get to him for December meeting. The board would like to share thought with Steve on our parking situation, remodel ideas, overall fair layout, efficiency and best way to utilize the area we have right now and 5-10 years down the road.

OTHER: OFA Convention February 6-9 @ Salem great opportunity for board members to connect with other fairs and learn all things fair related and get new entertainment ideas.

OLD BUSINESS:

4-H: Livestock handbook will come out in December to share on website and then in premium book for fair time.

Next week is 4H Achievement night

Things to consider for next year... large animals come in on Tuesday night 6-9pm? Move the main show ring to the west side of WA. Beef area will grow possibly by 25% this year. Maybe get fair board help with getting thank you notes as soon as animal go to pen.

Enrollment starts Nov-Jan

Livestock growers would like to do the dinner on Thursday night again.

Rodeo: N/A

St. Pats Event: Cody made a motion to approve the Challenge of Champions, Brittany seconded. What will sponsors get?.. Tickets, advertising, banners. Need to make sure that we also advertise in Spanish. Concessions & Beverage Sales: us or have a 3rd party do it? discussion and all feel it would be best to have outside vendor do it this year. Next meeting work out details.

Other Events: The board has discussed the need to attend other events around the county to help with getting the "fair" out there. There is a trunk or treat happening on the grounds in Heppner on the 30th, Boardman 31st & lone 31st. We have a member that can-do Heppner, Cody asked Ann to get candy to hand out.

Alita Nelson joined the meeting tonight and has submitted a letter, and would like to join the board.

Need to talk with Kate and see if/how the board can buy an animal.

Check with Dawn and see if she was able to contact the lone class about making photo boards for fair.

Look at community calendars for lone, Irrigon, Boardman see what things are coming up that the board should attend.

ADJOURNMENT: Meeting adjourned by Cody @ 7:24pm

NEXT MEETING Wednesday December 8th 2021 @ 6:30



PUSH Enterprises, Inc., Event Productions

September 16, 2021

To: Morrow County Fair Board

PUSH Enterprises Inc. will be starting our 14th year in the bullriding production business. We have grown from a hometown bullriding of 3 events up to an average of 20 event in the Pacific Northwest! This phenomenal growth over the past years has proven that bullriding is craved by fans and our sponsorship partners are reaping the benefits of the marketing to this specific fan base.

The Challenge of Champions Tour has grown these past few years with the great Fair Boards like yourselves who continue to look at hiring us for their events. We are so excited to be able to produce an event in Morrow County Fairgrounds this year. Please call or email us at your convenience if you have questions or need clarification.

Respectfully,

Jason Mattox,
President
PUSH Enterprises, Inc.



PUSH Enterprises, Inc., Event Productions

Contract

This is a contract between PUSH Enterprises, Inc. and Morrow County Fair board who agrees to hire PUSH Enterprises, Inc. to produce a bullriding event held on March 19, 2022 at the Morrow County Fairgrounds.

PUSH Enterprises, Inc. will be held responsible for event production as listed below:

- Hiring Stock Contractors
- Hiring Announcer
- Hiring Bullfighters
- Hiring Timer
- Hiring Secretary
- Hiring Pick Up Men
- Hiring Chute Boss
- Freight on Bulls
- Added money for Cowboys
- Livestock Personnel
- Hiring Sound Technicians(with system)
- Hiring Judges
- Entries of Contestants
- Use of any equipment to setup, tear down or work the arena free of charge
- Sanctioned as an Official Challenge of Champions Tour Stop
- PUSH Enterprises Inc., will be allowed to put any official banners of our Tour Corporate sponsors in the arena during event



PUSH Enterprises, Inc., Event Productions

Morrow County Fair Board will be held responsible for:

- Hiring Ambulance/Sports Medicine
- Promotion of event on all fairground's flyers, Radio, Web, Facebook, any advertising (Challenge of Champions Tour to aid in ideas)
- Hiring Security
- Provide Hay for Stock (40 Bails Alfalfa)
- Hiring Ticket Booth personnel
- Provide back gate security
- Provide Event Security
- Hotel accommodations for contract personnel 7 Rooms, Tuesday & Wednesday
- All Concession & Beverage sales go to Morrow Fair Board (Pendleton to be sold)
- All Ticket sales go to Morrow Fair Board
- All Sponsorships go to Morrow Fair Board

*****If the event is cancelled due to Covid19 related issues Morrow County Fair Board will not be held responsible to pay PUSH Enterprises, Inc., and the deposit will be refunded or put towards 2022 event.*

*****10% deposit required at signing (will 100% be refunded if Covid19 cancels us*

******May need to bring arena if inside add \$4000 to this contract if change needed******

Promoter and Producer: PUSH Enterprises, Inc., Jason Mattox the Challenge of Champions Tour. Morrow County Fair Board agrees to hire PUSH Enterprises, Inc., to produce and be paid \$19,250 for the March 19, 2022 event. Please have contract signed and sent back by December 15, 2021, so we can begin preparing for a mutually beneficial and successful events. Thank you for this great opportunity to continue to be part of the Morrow County Fairgrounds.

Promoter: Morrow County Fair
Board

Date

Producer: PUSH Enterprises, Inc.
Jason Mattox

Date

Roberta Lutcher

From: Morrow County Fairgrounds
Sent: Thursday, October 21, 2021 10:11 AM
To: 'pbrdirect@pbr.com'
Subject: Morrow County Oregon

The morrow county fair board is wanting to host a bull riding event on march 19, 2022 in Heppner OR and are reaching out to see if the PBR would be interested in putting in a bid

Thank You,
Ann Jones
Morrow Co. Fair
P.O. Box 464
Heppner, OR 97836
Phone: 541-676-9474
Cell: 541-256-6036
Fax: 541-676-5590

Roberta Lutcher

From: PBRDirect <PBRDirect@pbr.com>
Sent: Tuesday, November 2, 2021 10:39 AM
To: Morrow County Fairgrounds
Subject: RE: Morrow County Oregon

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

Thank you for contacting the Professional Bull Riders.

Your email has been reviewed and sent to the appropriate department.

Thank you,
PBRDirect Team

From: Morrow County Fairgrounds <mcfair@co.morrow.or.us>
Sent: Thursday, October 21, 2021 11:11 AM
To: PBRDirect <PBRDirect@pbr.com>
Subject: Morrow County Oregon

EXTERNAL

The morrow county fair board is wanting to host a bull riding event on march 19, 2022 in Heppner OR and are reaching out to see if the PBR would be interested in putting in a bid

Thank You,
Ann Jones
Morrow Co. Fair
P.O. Box 464
Heppner, OR 97836
Phone: 541-676-9474
Cell: 541-256-6036
Fax: 541-676-5590

The preceding e-mail message (including any attachments) contains information that may be confidential, may be protected by the attorney-client or other applicable privileges, or may constitute non-public information. It is intended to be conveyed only to the designated recipient(s) named above. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete all copies of it from your computer system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

Roberta Lutchter

From: Shelby Graham <sgraham@prorodeo.com>
Sent: Tuesday, December 14, 2021 12:18 PM
To: Morrow County Fairgrounds
Subject: PRCA Bull Riding Event Info
Attachments: 2022 PRCA Division 2 Bull Riding approval application.pdf; 2022 Livestock Welfare form.pdf; 2022 Sponsorship form.pdf

Importance: High

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

Hi Anne,

Per our conversation on the phone, to be a PRCA sanctioned event, we do require the committee to have added money in the event. The minimum requirement for added money for an Xtreme Bull Event is \$10,000. The sanctioning fees for this event would be \$1,000 approval fee, \$250 Procom fee, and a \$1,000 Buck-out fee based on the standard 40 maximum entries. If you were to have less than 40 entries, we would refund you the difference. You will also be required to have PRCA stock contractors for your event. Since this would be a first-time rodeo, you will be escrowed in the amount of your added money plus \$1,350 for your judges' fees that will be due no later than 30 prior to your performance.

I have attached the Division 2 Bull Riding application if you choose to have a PRCA sanctioned rodeo.

Please let me know if you have any questions or concerns and I will be happy to assist you.

Thank you,



Shelby Graham
Rodeo Approvals
Professional Rodeo Cowboys Association
101 Pro Rodeo Drive
Colorado Springs, CO 80919
(P) 719.528.4716 | (F) 719.264.4916



2022 Division 2 Bull Riding Approval Application

Professional Rodeo Cowboys Association

ATTN: Approvals Dept.

101 Pro Rodeo Drive • Colorado Springs, Colorado 80919 • (719) 548-4880

FOR OFFICE USE ONLY

RA# _____

Date Received _____

RA _____ Check _____

PROCOM _____ Check _____

BO FEES _____ Check _____

Owed _____

*A complete application includes: the applicable fees, tax ID number, along with all information requiring signatures of the Stock Contractor and Committee Contact.

EVENT INFORMATION:

(City and State)

(County) (Time Zone)

(Name of Event)

(Date of Event) (Time)

Number of Perfs _____ Time of Perfs _____

Added Prize Money You Are Providing _____

Division 2: \$10,000-\$39,999

ARENA INFORMATION:

(Name of Arena)

(Physical Address of Arena – NO P.O. BOXES)

(City) (State) (Zip)

Arena Seating Capacity _____

Indoor _____ Outdoor _____ Covered _____

COMMITTEE HISTORY REPORT:

(This must be complete or the application will be returned to you!)

Total Tickets Sold: 2021 _____ 2020 _____

Gross Ticket Sales: 2021 \$ _____ 2020 \$ _____

SEATING CAPACITY when configured for special circumstances:

Boxes _____ Price _____

Plaza Level _____ Price _____

Balcony _____ Price _____

Seating Notes (explain any special circumstances):

TICKET INFORMATION:

Current ticket sales phone number (_____) _____

Web site _____

FINANCIAL RESPONSIBILITY:

Name of Committee or individual that is sponsoring organization of the event (i.e., the entity that is financially responsible for the event and in whose name PRCA approval is being applied for):

(Use full, formal name of Committee or individual sponsoring organization)

LIST TAXPAYER ID NUMBER OF THE EVENT COMMITTEE:

(Social Security number if an individual, federal ID number if a corporation, partnership or other entity)

NAME OF COMMITTEE CONTACT: (The individual responsible with whom the PRCA National Office should correspond concerning the event. **Applicant must be 18 years old per Bylaw B2.2.1.1.**)

Name: _____

Mailing address: _____

City/State/Zip: _____

Daytime phone number: _____

Cell phone number: _____

E-mail address: _____

Fax: _____

»SIGNATURE IS REQUIRED ON SECOND PAGE.

NAME OF SECOND COMMITTEE CONTACT:

(SECOND CONTACT REQUIRED)

(other than Committee contact) _____

Mailing address: _____

City/State/Zip: _____

Daytime phone number: _____

Cell phone number: _____

E-mail address: _____

Fax: _____

VENUE'S FEES:

- a. **APPROVAL FEE:** (send in with application)
 \$500 if received 150 days or more prior to the first performance
 \$1000 if received less than 150 days before the first performance
- b. **CENTRAL ENTRY OFFICE FEE:** (send in with application)
 \$250 *per performance*
 (The Central Entry Office will take entries, set the contestant field, draw stock, manage a list of alternates and produce a ready-for-print day sheet.)
- c. **CONTESTANT SUPPLEMENTAL INSURANCE FEE:** (send in with application)
 \$25 "per competition" (means "per animal bucked")
 Example: A venue bucks 40 bulls in the long go-round, plus 12 in the short go-round. That would be a total of 52 competitions multiplied by \$25 = \$1300, which would be sent in with the application.
- d. **PURSE DEDUCTION:** (send in with results)
 6% of the total purse is to be deducted prior to the pay-off and sent to XTREME BULLS with the results.
- e. **JUDGES:**
 Judges will be assigned by the PRCA National Headquarters. Payment for judges will be \$450 per judge, per performance. This amount is to be sent to the PRCA.

OTHER REQUIRED INSURANCES:

Event Committee must obtain and submit proof of public liability insurance per Bylaw B10.7.13 of the PRCA Rule Book.

GROUND RULES REQUESTED:

Re-entries requested: Yes No

SAFE SPORT POLICY

The Professional Rodeo Cowboys Association ("PRCA") is committed to the safety of its staff, members, Rodeo committee's, volunteers, and fans. As part of that commitment, the PRCA has developed and will enforce this Safe Sport Policy ("Policy") and takes seriously any report of alleged violations of the Policy. For further information please go to www.prorodeo.org under the PRCA Business section.

This also includes Bylaw B10.8.1, which reserves to the PRCA all rights in and to the filming, taping, recording in media now or hereafter known, still footage/photography, radio or television broadcasting or reproduction in any manner or form thereof of any PRCA-sanctioned event.

Signature of Authorized Representative. Must be 18 years old per Bylaw B2.2.1.1.

Event Committee: _____ Date: _____

Title: _____

(Printed name and capacity on behalf of Event Committee)

Please keep a copy for your records.



2022 Livestock Welfare Approval Application

Professional Rodeo Cowboys Association
ATTN: Rodeo Approvals
101 Pro Rodeo Drive • Colorado Springs, Colorado
80919 • (719) 548-4870

Please supply the following information regarding livestock welfare. The welfare of the livestock at PRCA rodeos depends on each rodeo committee paying close attention to the rules regarding the care of the livestock and sharing information with the PRCA that will allow follow up. Please fill out the following legibly.

Rodeo Number: _____
Rodeo City and State: _____
Rodeo Name: _____ Rodeo Date: _____

Veterinarian

Bylaw 10.7.8 Veterinarian. A rodeo committee shall ensure that a veterinarian is present and on-site

for every performance and/or section of slack. Any rodeo committee failing to do so shall be subject to a fine of \$500 per performance and/or section of slack per rodeo.

Judges will have sign in sheets for veterinarians in the secretary's office. If the veterinarian does not sign in or is not present when an in-arena injury requiring veterinary care takes place, this may be considered a violation.

Conveyance

Rule R8.4 requires each rodeo committee have a conveyance capable of humanely transporting injured

livestock from the arena. This conveyance must be able to transport calves, steers, horses and bulls. A conveyance for calves or steers maybe a sled, trailer or stretcher. A sled or trailer is suitable to transport horses or bulls.

- Yes, we have a conveyance to transport calves or steers.
- Yes, we have a conveyance to transport horses or bulls.

Livestock Welfare Contact

The PRCA strongly suggests that each PRCA rodeo committee have a designated committee member to handle livestock welfare issues. This designee should handle all inquiries from the PRCA, media and the public regarding the care and handling of the livestock at the rodeo. Additionally, this person should prepare a written plan to handle animal injuries and other livestock welfare issues at your event. We strongly suggest this person have email access as updates and alerts are sent out via email.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

PRCA has extensive livestock welfare information available to assist committees.

For more information, or if any livestock welfare issues arise, including a livestock injury at your rodeo, please contact: PRCA Livestock Program • 101 Pro Rodeo Drive, Colorado Springs, CO 80919 719-528-4782 (Office) or livestockprogram@prorodeo.com



2022 PRCA Rodeo Sponsorship Agreement

Professional Rodeo Cowboys Association
101 Pro Rodeo Drive, Colorado Springs, CO 80919

*A complete application includes; the approval fee, sponsorship agreement, committee dues, tax ID number, along with all info requiring signatures of the Stock Contractor and Committee Contact.

All fields must be filled out below.

RODEO INFORMATION:

(City and State)

(County)

(Name of Rodeo)

(Date of Rodeo)

NAME OF THE COMMITTEE SPONSORSHIP

CONTACT: (person responsible for Rodeo Sponsorship)
Name: _____
Mailing Address: _____
City/State/Zip: _____
Daytime Phone: _____
Cell Phone: _____
Email: _____

EXCLUSIVE SPONSORS — Wrangler and Cinch are exclusive sponsors in the jeans and woven shirts category at PRCA rodeos. No other jeans and/or woven shirts branding, or signage can be displayed on the rodeo grounds, including any area visible from the arena seats, or immediately adjacent to the seating area. Wrangler has Right of First Refusal (ROFR) if the local rodeo has not been sponsored by Cinch within the previous 12 months.

Wrangler (jeans and woven shirts)
Kathy Tregay
451 E. 58th Ave., Ste. 3354, Denver, CO 80216
kathy.a.tregay@kontoorbrands.com

Cinch (Cinch Series – Circuit program)
Jessica Wahlert
8500 Zuni Street, Denver, CO 80260
jwahlert@miller-international.com

RIGHT OF FIRST REFUSAL (ROFR)— ONLY if a PRCA national sponsor has sponsored your rodeo committee within the previous 12 months, then the PRCA rodeo committee must first offer a right of first refusal to that national sponsor before accepting an offer from another sponsor within that category. There is no ROFR obligation for the following national sponsors if your rodeo was not sponsored by them in the previous 12 months.

These national PRCA Sponsors include **RAM Rodeo** (automobiles & trucks), **Justin Brands** (boots), **MillerCoors Brewing Co.** (malt beverages/beer), **Pendleton Whisky** (whiskey), **Resistol Hats** (western hats), **Gold Buckle Beer** (malt beverages/beer) and **Montana Silversmiths** (silversmith). *Sponsor contact information listed in subsequent pages or call PRCA Properties at 719.548.4860.*

The ROFR offer must be communicated to the national sponsor via mail or email, with a copy to PRCA Properties, with sufficient detail for them to consider a counteroffer or match. National sponsor has 10 business days after receipt to initially respond or make an offer.

PRCA National Sponsorships

Committee acknowledges that the PRCA and PRCAP shall have the right to secure and designate national corporate sponsors for the PRCA and its activities. Committee agrees to cooperate in good faith with the PRCA and PRCAP in fulfilling certain sponsorship rights granted to official PRCA National Sponsors and licensees with regards to PRCA-sanctioned events, including the above Rodeo, as hereinafter provided. Committee agrees to abide by these rights with regard to PRCA national sponsors and sponsorship of the above rodeo. *Failure to meet these contractual obligations may constitute a violation of Bylaw 10.3.1 of the PRCA Bylaws.*

Rodeo Committee

Signature: _____

Rodeo Number: _____

Rodeo Committee

Print Name: _____

Date of Submission: _____

ADDITIONAL SPONSOR INFORMATION TO KEEP ON FILE

Types of PRCA National Sponsor

The PRCA and PRCAP presently have the following categories of National Sponsorships:

EXCLUSIVE SPONSORS — The PRCA and PRCAP currently have Exclusive National Sponsorship agreements with **Wrangler** and **Cinch**. Wrangler and Cinch are granted exclusivity in the jeans and shirts category at PRCA rodeos. Exclusive sponsors are those that have exclusive contracts with the PRCA or PRCAP for national sponsorship. PRCA and PRCAP have agreed that no other commercial enterprise selling products or services in competition with the exclusive national sponsor will be designated by the PRCA or PRCA-approved rodeo nor will any such competitor's signage be displayed on the rodeo grounds, including any area visible from the arena seats, or immediately adjacent to the seating area.

TO SUMMARIZE: UNDER NO CIRCUMSTANCES MAY YOU ENLIST THE SUPPORT OF A SPONSOR THAT MANUFACTURES WESTERN CLOTHING (JEANS AND WOVEN SHIRTS) EVEN IF WRANGLER OR CINCH RESPECTIVELY DECLINE TO SPONSOR YOUR RODEO.

FIRST RIGHT OF REFUSAL SPONSORS — ONLY if any of these PRCA national sponsors have sponsored your rodeo committee within the previous 12 months, then the PRCA rodeo committee must first offer a right of first refusal to continue the sponsorship before accepting an offer from another sponsor within that category. These sponsors are **RAM Rodeo** (automobiles & trucks), **Justin Brands** (boots and footwear), **MillerCoors Brewing Co.** (malt beverages/beer), **Pendleton Whisky** (spirits), **Resistol Hats** (hats), **Gold Buckle Beer** (malt beverages/beer) and **Montana Silversmiths** (silversmith). The offer must be communicated to the national sponsor via mail or email, with a copy to PRCA Properties, with sufficient detail for them to consider a counteroffer or match. They must reply within 10 business days.

FIRST CONSIDERATION - We encourage all PRCA Rodeos to offer national sponsorship opportunities to our PRCA family of national sponsors before they solicit brands that share the same categories as our PRCA national Sponsors.

ADDITIONAL SPONSORS — PRCAP reserves the right to add additional sponsors to any of the above categories at any time following the execution of this agreement. In the event that an additional National Sponsor is added, Properties shall so inform Committee in a timely manner. PRCA Properties will work with Committee to resolve any issues related to existing committee contracts.

OFFICIAL LICENSED PRODUCT SALES — PRCAP has acquired several official licensees to promote PRCA ProRodeo and the individual rodeos. These licensees have been selected by their ability to provide the highest quality products and ability to service rodeo of all sizes. These PRCA licensees welcome the opportunity to work with your committee.

GUIDELINES — In order to sell any product with the official PRCA logos, these products must be produced or approved through a license agreement by PRCAP. Should the committee have interest in selling licensed PRCA products at the rodeo listed above, the committee must make arrangements with PRCAP or the licensee. The licensee also may have the capability of customizing apparel for each specific rodeo.

Committee Obligations

Committee agrees to abide by these national sponsor rights. If permanent signage at the rodeo site conflicts with any PRCA National Sponsor, then Committee should promptly inform the PRCA in writing of such conflict and cooperate with the PRCA to preserve the goodwill and integrity of its national sponsor relationships. In complying with the rights granted to national sponsors, Committee agrees to communicate in writing with the appropriate PRCA National Sponsors as soon as reasonably practicable with recommended contact at least 90 days prior to the start of the above Rodeo.

Committee shall be relieved of its obligations with regards to first right of refusal options in the event the PRCA national sponsor fails to reply or respond within 10 business days following receipt of the Committee's written proposal.

Under no circumstances shall Committee enter into a sponsorship with any person/company(s)/etc. who will use or intends to use the sponsorship in any way (i) to oppose, demean or criticize the PRCA or the use of any product or service which is manufactured or distributed by a PRCA National Sponsor (including but not limited to Exclusive Sponsors and First refusal and/or offer); or (ii) to oppose, demean or criticize any National Sponsor(s). Committee(s) may not display signage or otherwise advertise any non-PRCA event in competition arena.

Committee agrees that any stock contractor, rodeo producer or promoter and other persons hired or contracted by Committee in connection with the production of the above Rodeo shall comply with Committee's obligations under this Agreement.

Questions - Contact:

PRCA Properties

719.548.4860

PRCAPcommittee@prorodeo.com

National Sponsor Contacts**Wrangler** (Exclusive jeans & woven shirts)

Kathy Tregay

451 E. 58th Ave., Ste. 3354, Denver, CO 80216

kathy.a.tregay@kontoorbrands.com

720.684.7479

Cinch (Exclusive jeans & woven shirts)

Jessica Wahlert

8500 Zuni Street, Denver, CO 80260

jwahlert@miller-international.com

303.226.1874

RAM Rodeo (automobiles & trucks)

Mike Orman

14500 Sycamore Rd., Ottumwa, IA 52501

mikeo@ramrodeo.com

641.684.6000

Justin Boots (boots and footwear)

Tom Feller and Darla Fisher

PO Box 548, Fort Worth, TX 76101

tom.feller@justinbrands.com or darla.fisher@justinbrands.com

800.545.8707

Molson Coors (malt beverages/beer)

9136 W. Euclid Avenue

Littleton, CO 80123

donna.keffeler@molsoncoors.com

303.250.5389

Pendleton Whisky (whiskey)

Hood River Distillers, Inc./ Proximo

Janci Hannen

janci@pendletonwhisky.com

503.475.5936

Gold Buckle Beer (official beer of the PRCA)

Jessica Wahlert

8500 Zuni Street, Denver, CO 80260

jwahlert@goldbucklebeer.com

303.226.1874

Montana Silversmith (silversmith)

Callie Adams

PO Box 839, Columbus, MT 59019

cadams@montanasilversmiths.com

800.548.4511

Please keep a copy for your records

MORROW COUNTY, OREGON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 10TH, 2021

214-FAIR
 SPECIAL EVENT

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUES					
=====					
CHARGES FOR SERVICES					
214-303-3-40-4741 TICKET SALES	7,500.00	0.00	0.00	7,500.00	0.00
214-303-3-40-4751 CONCESSIONS	500.00	0.00	0.00	500.00	0.00
TOTAL CHARGES FOR SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
DONATIONS					
214-303-3-67-6931 GENERAL DONATIONS	2,000.00	0.00	0.00	2,000.00	0.00
TOTAL DONATIONS	2,000.00	0.00	0.00	2,000.00	0.00
REIMBURSEMENTS					
214-303-3-80-7076 GATE REIMBURSEMENT-CHA	500.00	0.00	0.00	500.00	0.00
TOTAL REIMBURSEMENTS	500.00	0.00	0.00	500.00	0.00
<hr/>					
TOTAL REVENUES	10,500.00	0.00	0.00	10,500.00	0.00
EXPENDITURES					
=====					
MATERIALS & SERVICES					
214-303-5-20-2110 OFFICE SUPPLIES	3,375.00	0.00	0.00	3,375.00	0.00
214-303-5-20-2602 AWARDS	0.00	0.00	0.00	0.00	0.00
214-303-5-20-2603 ENTERTAINMENT	5,385.00	0.00	0.00	5,385.00	0.00
214-303-5-20-2607 OTHER SERVICES	23,000.00	0.00	0.00	23,000.00	0.00
214-303-5-20-3210 ADVERTISING	4,190.00	0.00	0.00	4,190.00	0.00
214-303-5-20-3311 LODGING	3,470.00	0.00	0.00	3,470.00	0.00
214-303-5-20-3313 JUDGES EXPENSE	0.00	0.00	0.00	0.00	0.00
214-303-5-20-3452 CONTRACT SVS - SECURIT	6,400.00	0.00	0.00	6,400.00	0.00
214-303-5-20-3472 CHEMICAL TOILETS	3,680.00	0.00	0.00	3,680.00	0.00
214-303-5-20-3530 INSURANCE	0.00	0.00	0.00	0.00	0.00
214-303-5-20-3832 GATE CHANGE	500.00	0.00	0.00	500.00	0.00
TOTAL MATERIALS & SERVICES	50,000.00	0.00	0.00	50,000.00	0.00
<hr/>					
TOTAL EXPENDITURES	50,000.00	0.00	0.00	50,000.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES (39,500.00)	0.00	0.00 (39,500.00)	0.00



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

(For BOC Use)
Item #
5b

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

Presenter at BOC: Eric Imes
Department: Public Works - Roads
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 16, December 2021
Requested Agenda Date: 22, December 2021

Purchase Pre - Authorization for a 2021 Dynapac Asphalt Roller

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 Minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Pape Machinery

Contractor/Entity Address: 1925 E. James Street Pasco, WA. 99301

Effective Dates - From:

Through:

Total Contract Amount: \$94,940

Budget Line: 201-220-5-40-4401

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

Reviewed By:

[Signature] 12/14/2021 Department Director

Required for all BOC meetings

Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

[Signature] 12.16.21 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.

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 Road Department would like to purchase the asphalt roller that we have had on rent for this last paving and chip seal season. It came to us brand new. We have to rent a roller every season and is costly. We would utilize this Roller for many county projects. Again, with the difficulty in making truck purchases, Matt and I have been modifying our equipment purchases. The Roller was scheduled for purchase in 2022/2023. Due to the fact that this machine was brand new on arrival and fits our needs, is discounted through the sourcewell program, and Pape will apply rent towards purchase in the amount of \$16,200, I would like to make the purchase now.

Dynapac list price	\$142,583.00
Discount & rent applied	-\$47,643.00
Balance due	\$94,940.00

2. FISCAL IMPACT:

This purchase will pull from Capital Outlay Equipment Replacement expense budget 201-220-5-40-4401

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

Motion to approve pre-purchase authorization of the 2021 Dynapac Asphalt roller that the road department has had on rent this past season.

Attach additional background documentation as needed.

Quote Id: 25466504

Prepared For:
MORROW COUNTY ROAD DEPARTMENT



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.
1925 E James Street
Pasco, WA 99301

Tel: 509-547-8813

Mobile Phone: 509-995-4706

Fax: 509-547-7959

Email: rgoodwin@papemachinery.com

Quote Summary

Prepared For:
 MORROW COUNTY ROAD DEPARTMENT
 HIGHWAY 74
 LEXINGTON, OR 97839
 Business: 541-988-8554

Prepared By:
 RALPH GOODWIN
 Pape Machinery, Inc.
 1925 E James Street
 Pasco, WA 99301
 Phone: 509-547-8813
 Mobile: 509-995-4706
 rgoodwin@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 25466504
Created On: 19 October 2021
Last Modified On: 08 December 2021
Expiration Date: 31 December 2021

Equipment Summary	Selling Price	Qty	Extended
DYNAPAC ASPHALT,8.5T,59"DRUM - 10000423PHA021021	\$ 142,583.00 X	1 =	\$ 142,583.00
HGAC 22% DISCOUNT OFF LIST PER SM10-20	\$ -31,368.26 X	1 =	\$ (31,368.26)
PAPE ADDITIONAL PAPE CUSTOMER DISCOUNT	\$ -74.74 X	1 =	\$ (74.74)
Equipment Total			\$ 111,140.00

Quote Summary

Equipment Total	\$ 111,140.00
SubTotal	\$ 111,140.00
Total	\$ 111,140.00
Down Payment	(0.00)
Rental Applied	(16,200.00)
Balance Due	\$ 94,940.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment



MACHINERY

Quote Id: 25466504

Customer: MORROW COUNTY ROAD DEPARTMENT

DYNAPAC ASPHALT,8.5T,59"DRUM - 10000423PHA021021

Hours: 233
Stock Number: HA021021

Code	Description	Qty	Unit	Selling Price
				\$ 142,583.00
				Extended
4812142805	DYNAPAC ASPHALT,8.5T,59"DRUM	1	\$ 142,583.00	\$ 142,583.00
Standard Options - Per Unit				
MACH.-NR.	A021021	1	\$ 0.00	\$ 0.00
MUST ORDER	4812141243 TEMP SEN	1	\$ 0.00	\$ 0.00
PM90763	PM90763	1	\$ 0.00	\$ 0.00
S/N	10000423PHA021021	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Suggested Price				\$ 142,583.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 142,583.00

HGAC 22% DISCOUNT OFF LIST PER SM10-20

Hours: 0
Stock Number:

Code	Description	Qty	Unit	Selling Price
				\$ -31,368.26
				Extended
HGAC	22% DISCOUNT OFF LIST PER SM10-20	1	\$ -31,368.26	\$ -31,368.26
Suggested Price				\$ -31,368.26
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -31,368.26

PAPE ADDITIONAL PAPE CUSTOMER DISCOUNT

Hours: 0
Stock Number:

				Selling Price
				\$ -74.74



Selling Equipment



MACHINERY

Quote Id: 25466504

Customer: MORROW COUNTY ROAD DEPARTMENT

Code	Description	Qty	Unit	Extended
PAPE	ADDITIONAL PAPE CUSTOMER DISCOUNT	1	\$ -74.74	\$ -74.74
Suggested Price				\$ -74.74
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -74.74



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

(For BOC Use)
 Item #
5c

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

Presenter at BOC: Eric Imes Date submitted to reviewers: 16, December 2021
 Department: Public Works - Roads Requested Agenda Date: 22, December 2021
 Short Title of Agenda Item: Purchase Pre - Authorization for 2018 Superior Rotary Broom
(No acronyms please)

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

<input type="checkbox"/> N/A		<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity: Pape Machinery		
Contractor/Entity Address: 1925 E. James Street Pasco, WA. 99301		
Effective Dates – From:		Through:
Total Contract Amount: \$36,554.00		Budget Line: 201-220-5-40-4401
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Reviewed By:

	<u>12/16/2021</u> DATE	Department Director	Required for all BOC meetings
_____	DATE	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
	<u>12.16.21</u> 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 Road Department would like to purchase this broom to replace our 1989 Allmand rotary broom. This replacement was one of the pieces of equipment in our fleet that has not made it on the replacement program. The Allmand broom is not worth the maintenance we put into it every year and shut down chip seal production early this season. Matt scrambled to find a rental broom. I was surprised he found one as when paving season starts, rotary brooms and rollers are all but impossible to find. The new broom is not brand new but close enough for me. It came to us with 347 hours (approx. 8 weeks of use). Pape will discount rent applied at \$18,020.00 and also is a sourcewell purchase. Again with the current state of the equipment market I would like to make this purchase now.

Superior list price	\$81,374.00
Discount & rent applied	\$44,820.00

Balance due	\$36,554.00
-------------	-------------

2. FISCAL IMPACT:

This purchase will pull from Capital Outlay Equipment Replacement expense budget 201-220-5-40-4401

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

Motion to approve pre-purchase authorization of the 2018 Superior Broom that the road department has had on rent this past season.

Attach additional background documentation as needed.

Quote Id: 25466504

Prepared For:
MORROW COUNTY ROAD DEPARTMENT



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.
1925 E James Street
Pasco, WA 99301

Tel: 509-547-8813
Mobile Phone: 509-995-4706
Fax: 509-547-7959
Email: rgoodwin@papemachinery.com



MACHINERY

Quote Summary

Prepared For:
MORROW COUNTY ROAD DEPARTMENT
HIGHWAY 74
LEXINGTON, OR 97839
Business: 541-988-8554

Prepared By:
RALPH GOODWIN
Pape Machinery, Inc.
1925 E James Street
Pasco, WA 99301
Phone: 509-547-8813
Mobile: 509-995-4706
rgoodwin@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 25466504
Created On: 19 October 2021
Last Modified On: 08 December 2021
Expiration Date: 31 December 2021

Equipment Summary	Selling Price	Qty	Extended
2018 SUPERIOR DT74J BROOM - 818058	\$ 81,374.00 X	1 =	\$ 81,374.00
HGAC 24% DISCOUNT PER SM10-20 CONTRACT	\$ -19,529.76 X	1 =	\$ (19,529.76)
SUPERIOR ADDITIONAL PAPE CUSTOMER DISCOUNT	\$ -7,270.24 X	1 =	\$ (7,270.24)
Equipment Total			\$ 54,574.00

Quote Summary

Equipment Total	\$ 54,574.00
SubTotal	\$ 54,574.00
Total	\$ 54,574.00
Down Payment	(0.00)
Rental Applied	(18,020.00)
Balance Due	\$ 36,554.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment



MACHINERY

Quote Id: 25466504

Customer: MORROW COUNTY ROAD DEPARTMENT

2018 SUPERIOR DT74J BROOM - 818058

Hours: 347
Stock Number: 818058

				Selling Price
				\$ 81,374.00
Code	Description	Qty	Unit	Extended
SERIAL #	SUPERIOR AC,FT4 ENG,POLY,170G TANK,LIGHT GP	1	\$ 81,374.00	\$ 81,374.00
Standard Options - Per Unit				
170 GALLON	WATER SYSTEM, SUSPENSION SEAT,	1	\$ 0.00	\$ 0.00
CAB W/ WIN	DSHIELD WIPER & WASHER, PRES-	1	\$ 0.00	\$ 0.00
DIESEL ENG	INE, 8 FT. POLY WAFER BRUSH,	1	\$ 0.00	\$ 0.00
ENG WARR	EXPIRES: 4/9/24	1	\$ 0.00	\$ 0.00
ENGINE S/N	#PE4045U075672	1	\$ 0.00	\$ 0.00
EQUIPPED W	74 HP TIER 4 FINAL JOHN DEERE	1	\$ 0.00	\$ 0.00
ER STACK,	ENGINEAIRE ROTARY PRECLEANER,	1	\$ 0.00	\$ 0.00
FROSTER FA	N, REAR WINDOW WIPER & WASHER,	1	\$ 0.00	\$ 0.00
LIGHT GROU	P, STROBE LIGHT, SIDE WORK	1	\$ 0.00	\$ 0.00
LIGHTS,	WEIGHT 6400 LBS	1	\$ 0.00	\$ 0.00
MODEL	DT74J	1	\$ 0.00	\$ 0.00
S/N 818058	S/N 818058	1	\$ 0.00	\$ 0.00
SURIZED AI	R CONDITIONING, HEATER & DE-	1	\$ 0.00	\$ 0.00
WEST COAST	MIRRORS, EXTENSION AIR CLEAN-	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Suggested Price				\$ 81,374.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 81,374.00

HGAC 24% DISCOUNT PER SM10-20 CONTRACT

Hours: 0
Stock Number:

				Selling Price
				\$ -19,529.76
Code	Description	Qty	Unit	Extended
HGAC	24% DISCOUNT OFF LIST PER SM10-20	1	\$ -19,529.76	\$ -19,529.76
Suggested Price				\$ -19,529.76



Selling Equipment



MACHINERY

Quote Id: 25466504

Customer: MORROW COUNTY ROAD DEPARTMENT

Customer Discounts		
Customer Discounts Total	\$ 0.00	\$ 0.00
Total Selling Price		\$ -19,529.76

SUPERIOR ADDITIONAL PAPE CUSTOMER DISCOUNT				
Hours:	0			
Stock Number:				
				Selling Price
				\$ -7,270.24
Code	Description	Qty	Unit	Extended
PAPE	ADDITIONAL PAPE CUSTOMER DISCOUNT	1	\$ -7,270.24	\$ -7,270.24
Suggested Price				\$ -7,270.24
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ -7,270.24



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: Eric Imes
Department: Public Works - Roads
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 16, December 2021
Requested Agenda Date: 22, December 2021

Purchase Pre - Authorization for a 2020 W530A Road Widener

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Wheeler Machinery Company
Contractor/Entity Address: 4901 West 2100 South Salt Lake City, Utah 84120
Effective Dates - From: Through:
Total Contract Amount: \$251,525.00 Budget Line: 201-220-5-40-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 12/16/2021 Department Director Required for all BOC meetings
[Signature] DATE Administrator Required for all BOC meetings
[Signature] DATE County Counsel *Required for all legal documents
[Signature] 12.16.21 Finance Office *Required for all contracts; other
[Signature] DATE Human Resources items as appropriate.
*If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting
department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

As the Road department continues to make improvements to our asphalt road system, these shoulder machines have proven to be very efficient and safe. It has been our plan to purchase one in a few years after we got our truck fleet updated. However, with not being able to purchase trucks due to the current market and future predictions, I would like to make this purchase now. Ordering our new trucks are being pushed back one budget cycle, Matt and I have made adjustments in the equipment replacement program that are advantageous to the county while we get through these tough times. We have rented this machine for the last two years. It is very expensive to rent and ship back and forth. It is also difficult to stay shoulder rocking when other duties require our attention like road emergencies, storm events, or when perfect weather conditions arrive for blading gravel roads. It would be most cost effective to own this piece of equipment and shoulder rock when we can work it into our schedule. This machine is also capable of widening paved roads with asphalt materials. We have many county roads with failing shoulders that can be repaired with this machine in a much more efficient manner than traditional methods.

This machine I would like to buy is here at Morrow County on rent. It is pretty much brand new with about 400 hours on it. The list price is \$272,000

The Sourcewell discount \$27,200

October less rental billed \$14,345 = \$230,455

If the purchase is approved, Wheeler is not going to bill \$14,345 rent for the month of November.

I would also like to purchase the hitch group for the front of the machine to keep the trucks from rolling away from the road widener. that cost is \$21,070.

2. FISCAL IMPACT:

The purchase will pull from Capital Outlay Equipment Replacement expense budget 201-220-5-40-4401.

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

Motion to approve pre-purchase authorization of a 2020 W530A Road Widener with hitch group in the amount of \$251,525

Attach additional background documentation as needed.



137170-01

December 7, 2021

MORROW COUNTY PUBLIC WORKS

PO BOX 428
LEXINGTON OR, 97839-0428

Attention: ERIC IMES

Dear Eric Imes,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

Used Weiler Model: W530A Road Widener

STOCK NUMBER: NA001750

SERIAL NUMBER: W530A-1594

YEAR: 2020

SMU: 424

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Cody Rhoades | Machine Sales Representative | Wheeler Machinery Co.
801-232-5820 | crhoades@wheelercat.com



POWERTRAIN

Cat C3.4B Tier 4 Engine, 120 hp (89 kW)
 Cat C4.4B Tier 4 Engine, 137 hp (102 kW) w/ 4-wheel drive
 Front wheel hydrostatic drive
 2-speed motor
 2-speed gearbox
 350 fpm (106 mpm) working speed
 12 mph (19 km/ph) transport speed
 Differential lock on front axle
 2-wheel steering standard
 15' 6" (4.7 m) turning radius standard
 4-wheel steer option
 8' (2.4 m) turning radius w/ 4-wheel steer
 Fail safe parking brake
 385/65R x 22.5 16 ply tires

OPERATING ENVIRONMENT

Tool free sliding control console
 Access to all machine controls from console
 Operate located further back and out for increased visibility
 Wrap around safety rails and kick plates
 Easy storage of tools for transport

MATERIAL DELIVERY

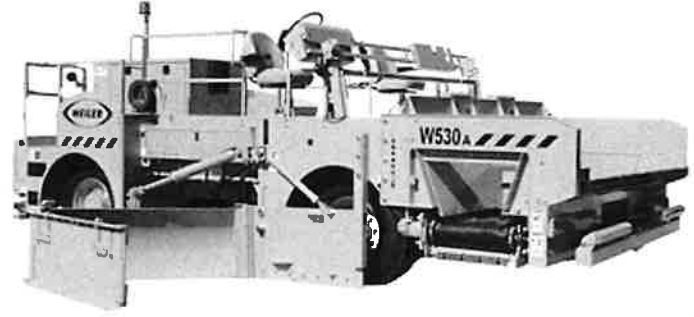
3.5-cubic yard (2.6 m3) hopper capacity
 9' 4" (2,844 mm) dump hopper opening
 Hydraulically operated dump hopper
 Optional hydraulically raised/lowered dump hopper
 10' (3 m) long, 24" (610 mm) wide chain-driven conveyor
 Left or right material discharge
 6" (152 mm) conveyor shift in either direction
 400 fpm (121 mpm) belt speed
 Adjustable push roller

TOOLING

1' (.3 m) to 10' (3 m) widening width
 12" (305 mm) above and 12" (305 mm) below grade
 25" (635 mm) tall strike-off tools
 1' (.3 m), 2' (.6 m) and 3' (.9 m) standard tool
 6' (1.8 m), 2'-3' (.6 m - .9 m) adjustable and
 3'-5' (.9 m - 1.5 m) adjustable tool options
 Accommodates large spoil pile and surge capacity

SERVICE

Multiple engine access doors
 Easily accessible battery compartment
 Doors equipped with anti-theft locks
 Braided electrical harnesses and sealed connections
 Color-coded electrical wires



OPTIONAL EQUIPMENT

Rear Wheel Drive and Steer
 Rear Steer
 Truck Hitch Group
 Hydraulic Adjustable Push Roller
 Hydraulically Raised and Lowered Front Hopper
 Enclosed Cab w/ Heat and AC
 Foot Pedal Conveyor Control
 LED Strobe Light Group
 Spray Down System Group
 Work Lights
 10' (3 m) or 12' (3.6 m) Broom
 Remote Strike-Off Control
 2,300 lb Counterweight Kit
 Hydraulic 12kW Generator
 Grade and Slope Control Prep Group
 Opposite Side Hydraulics Group
 1' (.3 m), 2' (.6 m), 3' (.9 m), 6' (1.8 m) Strike-Off Tool
 2' - 3' (.6m - .9 m) Telescoping Strike-Off Tool
 3' - 5' (.9m - 1.5 m) Adjustable Tool Group

WARRANTY

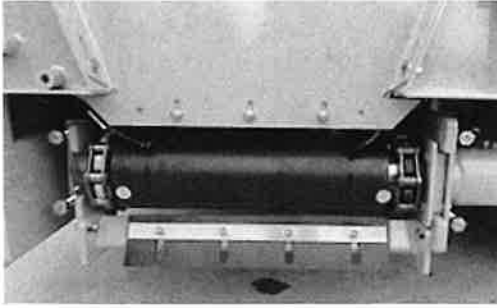
12 months

SALES AND SERVICE

Sold and serviced exclusively through Cat dealers worldwide

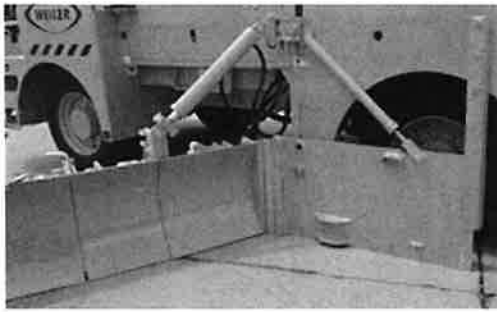
SPECS

Weight:	26,327 lb	11,941 kg
Optional Rear Weight:	2,300 lb	1,043 kg
Length:	22' 4"	6,807 mm
Width:	120"	3,048 mm
Height:	7' 8"	2,336 mm
Wheelbase:	130"	3,302 mm
Hopper Capacity:	3.5 cu yds	2.6 m3
Conveyor Length:	10'	3 m
Conveyor Width:	24"	610 mm
Belt Speed:	400 fpm	121 mpm
Transport Speed:	12 mph	19 km/hr
Max Working Speed:	350 fpm	106 mpm
Standard Turning Radius:	15' 6"	4.7 m
Opt. Rear Steer Radius:	8'	2.4 m
Fuel Tank Capacity:	74 gal	280 L
Hydraulic Tank Capacity:	60 gal	227 L



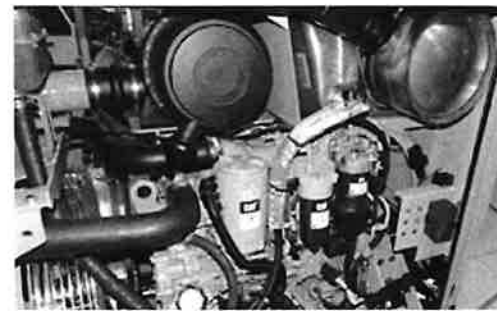
PRODUCTIVE MATERIAL DELIVERY

- 3.5 yd³ (2.6 m³) hopper means fewer truck exchanges during the workday
- Belt width of 24" (610 mm) enables increased material discharge for increased productivity
- 400 fpm (121 mpm) belt speed allows for quick placement of materials
- Hydraulically adjustable dump hopper accommodates varying trucks
- Conveyor speed easily controlled with a potentiometer dial
- Left or right material discharge helps the crew adjust to traffic conditions



PRECISE STRIKE OFF

- Widens roads from 1' (.3 m) to 10' (3 m)
- Place material up to 12" (305 mm) above or below grade
- 25" (635 mm) tall strike-off tools designed for use on either side of machine
- 1' (.3 m), 2' (.6 m) and 3' (.9 m), 6' (1.8 m), 2'-3' (.6 m - .9 m) adjustable and
- 3'-5' (.9 m - 1.5 m) adjustable tool options
- Tooling mounted behind front tire accommodates large spoil pile and surge capacity
- Can be set to exact grade and slope specifications



RELIABLE POWERTRAIN

- Cat C3.4B Tier 4 engine with 120 hp (89 kW)
- Cat C4.4B Tier 4 engine with 137 hp (102 kW) with 4-wheel drive option
- Front wheel hydrostatic drive with 2-speed motor and 2-speed gearbox delivers 350 fpm (106 mpm) working speed and 12 mph (19 km/hr) transport speed
- Differential lock on front axle provides added traction in less than desired conditions
- 4-wheel steer option creates 8' (2.4 m) turning radius



EXCEPTIONAL VISIBILITY AND CONTROL

- Sliding control console enhances operator ease of use, enabling both right- and left-hand access to all machine controls
- Platform controls located at the fingertips include visual reference to reduce training time and increase comprehension
- Operator located back from front dump hopper and toward the outer edge of machine for increased visibility
- Spring-applied brakes stop machine in event of engine, hydraulic or driveline failure



SERVICE AND SUPPORT

- Cat Dealer sales, service and support
- Electronic controller provides diagnostic capability
- Self-cleaning pulleys minimize material build-up
- Built-in strike-off and tooling storage locations
- Multiple doors enable easy access to engine and machine components
- Weiler trained dealer service technicians
- A comprehensive standard warranty ensures satisfaction

ROAD REPORT DECEMBER 2021

BLADING OPERATIONS: Following are the roads blade operators made improvements to.

Zone 1 –

Zone 2 –

Zone 3 – Ridge Rd. (off of Dry Fork Southwest of Ione)

Zone 4 –

Zone 5 –

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

ROAD CANYON: We attempted to clean a cattle guard on Road Canyon. The foundation was rotten so the crew removed the cattle guard and filled the hole with gravel. The landowner intends on having the road department install a new one before next spring.

BOMBING RANGE: The road crew completed the shoulder rocking project from I-84 to Homestead Ln. The project took four and one half days. We placed approximately 4,800 tons of road rock.

SHOULDER WORK: Crew members have been placing shoulder rock on the five mile stretch from Pine City headed south. The shoulder rock placement completes the paving project. We have also been placing shoulder rock on Meyers Ln. during December.

WINTER OPERATIONS: All winter operations equipment is ready to go. We have seven plow trucks, six graders, and two pickups set up for snow removal. We have been applying deicer to corners and intersections when needed. Plowing has been done in the mountains on Willow Creek, Blakes Ranch, Sunflower Flat, and the 21 road between Sunflower Flat and Hwy 207.

PERMITS: Following are permits to work in the county right of way.

294/294a	T - Pub. Ac.	Tom Street	Bailey Heavy Equipment Repair Inc.	Approach		12/06/2021	12/07/2021
OSM	724	Washington Lane	Umatilla Electric Co-Op	Utility	overhead elec. cable	12/07/2021	12/13/2021

ROAD REPORT NOVEMBER 2021

(Please see revision noted in red)

BLADING OPERATIONS: Following are the roads blade operators made improvements to.

Zone 1 – Juniper, Strawberry, Lindsay, Baker, Proudfoot,

Zone 2 – Cutsforth, Spur Loop, Beach,

Zone 3 – Zinter, Halvorsen, Howton, Valby, Morter, Holtz, Warren, Bergstrom, Carlson,

Zone 4 – Buttermilk Canyon, Redding, Sumner, Porcupine, Hardman Ridge, Coalmine, Hale Ridge, Sanford, Upper Rhea Creek, Lunsford, Shobe Canyon,

Zone 5 – Clarks Canyon, Meadowbrook, Burt Peck, Nolan

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

CLARKS CANYON BLACKHORSE LN : A cattle guard was installed for Colin Anderson just east of his house this month.

POTHOLE PATCHING: Crew members filled potholes on Frontage and County Line road.

POST PAVING OPERATIONS: Crew members have been building shoulders on county roads that were paved this past summer.

PERMITS: Following are permits to work in the county right of way. These came in after my October report.

OSI	559	Homestead Lane	Umatilla Electric Co-Op	Utility	115kV line	09/23/2021	10/27/2021
OSJ	559	Homestead Lane	Umatilla Electric Co-Op	Utility	115kV line	09/24/2021	10/27/2021
OSK	905	Poleline Road	Umatilla Electric Co-Op	Utility	115kV line	09/25/2021	10/27/2021
OSL	905	Poleline Road	Umatilla Electric Co-Op	Utility	115kV line	09/26/2021	10/27/2021
288/288a	490	Bombing Range Road	Parametrix	Approach	Pt. 905	10/04/2021	10/27/2021
291/291a	596	Tower Road	The Port of Morrow	Approach	Approach #1	10/28/2021	10/27/2021
292/292a	596	Tower Road	The Port of Morrow	Approach	Approach #3	10/28/2021	10/27/2021