

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 2, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

AMENDED

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
 - 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
 - 3. Open Agenda:** The Board may introduce subjects not on the agenda
 - 4. Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: June 24th
 - c. Federal Lands Access Program, Assistance Agreement Amendment #3
 - d. State Homeland Security Grant Agreement No. 22-208
 - e. State Homeland Security Grant Agreement No. 22-236
 - 5. Retirement Recognition:** Dave Pranger, Weed Coordinator/Inspector
 - 6. Business Items**
 - a. Echo Solar, LLC, Payment in Lieu of Taxes (PILOT) Agreement (Jeff Fox, Gallatin Power)
 - ~~b. Update on Ambulance Services Mediation (Elizabeth Heckathorn, Contracted Mediator)~~
 - 7. Public Hearing:** Solid Waste Franchisee Rate Increase Request, Sanitary Disposal; Order No. OR-2022-8 (Sandi Pointer, Public Works)
 - 8. Business Items, continued**
 - c. Rate Increase Request – Finley Buttes Landfill (Jeremy Fink)
 - d. Rock Pit Agreement, Mason Rock LLC (Eric Imes, Public Works Director)
 - e. Resolution No. R-2022-22: Transfer of Appropriations for Sheriff’s Office Roof Replacement (Tony Clement, General Maintenance Supervisor)
 - f. Resolution No. R-2022-23: Transfer of Appropriations for Nitrate Emergency (Paul Gray, Emergency Manager)
 - g. Recruiting Plan for Chief of Staff (Lindsay Grogan, Human Resources Director)
 - h. Compensation Board Discussion (Lindsay Grogan)
 - i. Discuss National Association of Counties’ Funding Request to State Associations for a National Center for Public Lands Counties
 - 9. Old Business**
 - a. Resolution No. R-2022-18: Increase Appropriations due to Price Increase for Three Buses (Katie Imes, Transit Manager)
 - 10. Department Reports**
 - a. Sheriff’s Office Monthly Report (Lt. Brian Snyder)
 - b. Finance Department Quarterly Report (Kevin Ince, Director)
 - 11. Commissioner Liaison Reports**
 - 12. Correspondence**
 - 13. Commissioner Reports**
-

- 14. Executive Session:** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent
- 15. Potential Decision/Action Item:** The Board may come out of Executive Session for a decision and/or action item
- 16. Signing of documents**
- 17. 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 Chair Jim Doherty at (541) 571-0584.

Zoom Meeting Information

<https://zoom.us/j/5416762546>

Password: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

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

Ambulance Transport License

Commissioners-

Boardman Fire Rescue District is committed to public safety within Boardman, our neighboring communities and Morrow County. Boardman Fire Rescue District is seeking to obtain an ambulance transport license. Getting County approval is the first step in obtaining a license. Once approved by the County, we would then apply to the Oregon Health Authority for State approval. Part of the State's process will be a physical inspection of the ambulance. The purpose of the physical inspection is to ensure the ambulance meets State and ORS standards. If we pass inspection and the ambulance is licensed, we could then provide medical transportation.

The primary reason we are seeking the transport license is to bring in outside revenue. We would like to use the outside revenue to enhance our high-risk low frequency training. Currently, the Fire District has IGA's with the Navy and Oregon Military Defense to provide wildland fire protection during bombing and firearms training. Recently, both entities have requested we provide medical services during these events in addition to fire protection.

In addition to providing medical services to our IGA partners, we would like to partner with Umatilla County Fire District to provide interfacility transports when they are over booked.

From time to time the Fire District performs high risk training such as live fire training, confined space rescue training and trench rescue training. Having our licensed ambulance on-site would allow us immediate transport in case of training injury.

Another benefit to having a transport license is the capability to back-up the primary transport provider in Boardman when their medical transport unit is committed to another assignment or is otherwise unavailable. We anticipate that it would account for less than .5% of the total call volume in Boardman. The current total medical calls in Boardman are roughly 500 per year. Lastly, having a transport license would allow the Fire District the capability to serve all of Morrow County when an ambulance is needed under other unforeseen incidents or mass-casualty incidents.



20
AMB 595
OREGON



OREGON PUBLIC HEALTH
EMS & TRAUMA SYSTEMS

AMBULANCE

LICENSED PURSUANT
TO ORS CHAPTER 682





**Morrow County Board of Commissioners
Special Meeting Minutes
June 24, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person:

Chair Jim Doherty, Commissioner Melissa Lindsay, Roberta Lutchter, Justin Nelson, Lindsay Grogan, Darrell Green, Tony Green, Janitza Green, Mandy Erhardt, Corol Mitchell, David Mitchell

Via Zoom:

Commissioner Don Russell, Katie Kammer, Jeff Wenholtz

Call to Order: 10:32 a.m.

Pledge of Allegiance: Waived

City & Citizen Comments: None

Open Agenda: Waived

Executive Sessions: Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; and Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection; and Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

To clarify, Chair Doherty asked County Counsel, Justin Nelson, if the Board moved into Executive Session, and given that there were three different citations, was it better to go through them and make sure we have what we need as opposed to trying to stick with one or the other?

Mr. Nelson said the Board would go into Executive Session for all three. He then noted the amended part of the agenda in red print would not be a basis for the session. It's for the other two. He said 192.660(2)(a) did not apply for this Executive Session.

Chair Doherty read the two applicable Executive Session citations:

1. Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
2. Pursuant to ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection

Chair Doherty asked Mr. Nelson if there was the potential for meeting under the third citation, 192.660(2)(a).

Mr. Nelson replied no, that one actually applies for the employment of an individual. He said he talked to Bruce Bischoff, labor counsel, Katie Kammer, CIS counsel (CityCounty Insurance) and Lindsay Grogan, HR Director, when he saw the agenda and he didn't think it fit under the Executive Session for that aspect.

Chair Doherty said there was the potential to possibly come out of Executive Session for a decision and/or action item. He asked if there was a time-certain.

Mr. Nelson said there was not a set time. If someone wanted to join back in, a time could be set, and it would be appropriate, especially for those who dialed in. He suggested 11:00, but deferred to the Board.

Chair Doherty said at 11:00 the link would be put back up. Discussion. He then added it would be no sooner than 11:00 a.m.

Mr. Nelson said, theoretically, they'd now go into Executive Session with the expectation of coming out at 11:00. Anyone coming in to the video could dial back in at 11:00. If there were changes either way, they'd come back in, mostly at 11:00 to give an update if there was more time needed. At that time, they could indicate, a.) we're still in Executive Session and would come back in at a certain time.

Discussion took place about remaining in the same room or moving to the Lower Conference Room. The decision was made to hold the Executive Sessions in the Lower Conference Room.

10:38 a.m.: Chair Doherty said with that, they'd suspend this meeting and go into Executive Session. He asked that the appropriate signs be posted.

12:09 p.m.

Present In-Person:

Chair Jim Doherty, Commissioner Melissa Lindsay, Roberta Lutcher, Justin Nelson, Lindsay Grogan, Darrell Green, Tony Green, Janitza Green, Mandy Erhardt, Corol Mitchell, David Mitchell, Bobbi Childers

Via Zoom:

Commissioner Don Russell, Katie Kammer, Jeff Wenholz, SaBrina Bailey-Cave, Sandi Patton, Kandy Boyd, Heidi Turrell, Vickie Turrell, Jaylene Papineau, Sandi Pointer, Theresa Crawford

Chair Doherty noted Mr. Bischoff was not on Zoom. Mr. Nelson said he didn't have to be but it was up to the Board. Commissioner Lindsay said he probably should be. Ms. Grogan said she would send him the Zoom link. Chair Doherty suggested waiting one more minute before moving on. After a moment, he said they would move forward without Mr. Bischoff.

Chair Doherty reconvened in open session and said with three attorneys in the same room, it took longer than they thought they were going to but they wanted things right.

Chair Doherty moved for the Board of Commissioners to consider the employment of the County Administrator at an Executive Session as authorized in ORS 192.660(2)(a) at a time to be set next week. Further, the Chair is authorized to work with labor counsel on the letter that shall be sent to the County Administrator and determine with guidance from labor counsel if the Administrator should be placed on paid administrative leave, pending the meeting.

Commissioner Lindsay seconded. Vote: Aye: Commissioner Lindsay. (Chair Doherty did not state his vote.) Nay: Commissioner Russell. Chair Doherty said motion carried two to one.

Chair Doherty moved that the Human Resource Director and Human Resource counsel were directed to move forward responding to, and taking corrective measures raised in the personnel investigation in the Morrow County Health Department. Commissioner Lindsay seconded. Unanimous approval.

Adjourned: 12:14 p.m.



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Sandi Pointer
Department: Public Works - Road Dept.
Short Title of Agenda Item: Federal lands Access Program Amendment #3 - Extension of time only.
(No acronyms please)

Date submitted to reviewers: 10/20/2022
Requested Agenda Date: 11/02/2022

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other Amendment 3

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

FLAP Federal lands Access Program in November of 2016 for paving 0.5 miles of the East of Morphine road between Highway 207 and the OHV park. Repair and re-gravel the 10.35 miles East Morphine road / Forest Service Road 21. between the OHV park and Tupper Road.

This project was completed on Sept 16th, After visiting with the Liaison for Federal Lands it was requested we ask for an extension past the December 31, 2022 deadline, in order to get the full benefitted amount of \$361,294.84. Federal Lands are back logged with their staffing/labor that Grants/Agreements are taking up to several months to close out.

2. FISCAL IMPACT:

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

Move to have Chair Jim Doherty sign the Amendment agreement #3 for the Federal Lands Access Program and Morrow County to extend the closeng of the Grant.

Attach additional background documentation as needed.

ASSISTANCE AGREEMENT

1. Award No. 6905671940009		2. Modification No. 0003	3. Effective Date	4. CFDA No.	
5. Awarded To COUNTY OF MORROW Attn: KATHERINE KNOP 100 S COURT ST HEPPNER OR 978367303		6. Sponsoring Office Federal Highway Administration		7. Period of Performance 06/18/2019 through 06/30/2023	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 23 U.S.C. 204		10. Purchase Request or Funding Document No. N/A		
11. Remittance Address COUNTY OF MORROW Attn: MORROW COUNTY PO BOX 867 HEPPNER OR 97836		12. Total Amount Govt. Share: \$361,294.84 Cost Share : \$0.00 Total : \$361,294.84		13. Funds Obligated This action: \$0.00 Total : \$361,294.84	
14. Principal Investigator	15. Program Manager Aaron Eklund Phone: 360-619-7718		16. Administrator Federal Highway Administration		
17. Submit Payment Requests To FHWA Delphi eInvoicing System https://einvoice.esc.gov		18. Paying Office FHWA Delphi eInvoicing System https://einvoice.esc.gov		19. Submit Reports To	
20. Accounting and Appropriation Data N/A					
21. Research Title and/or Description of Project OR MORROW 847(1) ROAD 847 SURFACE IMPROVEMENTS					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer		
23. Name and Title		24. Date Signed	26. Name of Officer ANGY LILJEDAHL		27. Date Signed

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
6905671940009/0003

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF MORROW

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: GLDSK7FBFJ15 OR MORROW 847(1) ROAD 847 SURFACE IMPROVEMENTS</p> <p>Amendment 0003 serves to extend the Period of Performance of the agreement.</p> <p>1. Amendment 0003 hereby extends the Period of Performance from December 31, 2022 to June 30, 2023.</p>				



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: H Paul Gray
Department: Emergency Management
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10/26/2022
Requested Agenda Date: 11/2/2022

State Homeland Security Grant Agreement No. 22-208

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: Gordon's Electric, Inc.
Contractor/Entity Address: 214 SE Emigrant, Pendleton, OR 97801
Effective Dates - From: 10/1/2022 Through: 9/30/2024
Total Contract Amount: 117,580.00 Budget Line: 101-117-3-30-3164
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

H Paul Gray 10/26/2022 Department Director
DATE
Administrator
DATE
County Counsel
DATE
Finance Office
DATE
Human Resources
DATE

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

To sign agreement for State Homeland Security Grant #22-208 for generator at County Government Building in Irrigon that was discussed 16 Mar 2022 during Board of Commissioners meeting.

2. FISCAL IMPACT:

This grant covers the \$117,580.00 quote given for the generator at the County Government Building in Irrigon.

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

Motion to approve and signing of the agreement.

Attach additional background documentation as needed.

22-208

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

Morrow County

\$117,580.00

Grant No: 22-208

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as "OEM," and **Morrow County**, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2022**, and ending, unless otherwise terminated or extended, on **September 30, 2024** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subagreement Insurance Requirements**

Exhibit D: **Information required by 2 CFR 200.332(a)**

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

- 3. Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$117,580.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2022 State Homeland Security Program (SHSP) grant.
- 4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
- 5. Performance Reports.**
 - a.** Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address

specific information regarding the activities carried out under the FY 22 State Homeland Security Program.

- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
 - iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.
- c. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- d. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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, (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 Subrecipient is a party or by which Subrecipient 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 Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more

than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft 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 of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- 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. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient 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.

Subrecipient 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 Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. 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.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a

waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, 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 and referenced documents, 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. Subrecipient, 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.

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

SIGNATURE PAGE TO FOLLOW

Morrow County

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

By _____

Name _____
(printed)

Name _____
(printed)
Preparedness Section Manager, OEM

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Sub-recipient)

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Subrecipient's Legal Counsel

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 9/13/22

Date _____

Sub-recipient Program Contact:

OEM Program Contact:

H. Paul Gray
Emergency Manager
Morrow County
110 N. Court St.
P.O. Box 788
Heppner, OR 97836
541-256-0122
pgray@co.morrow.or.us

Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

Sub-recipient Fiscal Contact:

OEM Fiscal Contact:

Kevin Ince
Finance Director
Morrow County
110 N. Court St.
P.O. Box 867
Heppner, OR 97836
541-676-5615
kince@co.morrow.or.us

Nicole Hansen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3849
Email: Nicole.l.hansen@oem.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

Generator for secondary EOC

This grant will fund the purchase and installation of a backup power generator and automatic transfer switch at the county's secondary EOC in Irrigon.

II. Budget

Grant Funds:	\$ 117,580.00
Total Budget:	\$117,580.00
Equipment	\$117,580.00
Total (Grant)	\$117,580.00

EHP FUNDING HOLD: \$117,580

There is a funding hold on this project until OEM receives approval of the project from FEMA after their Environmental and Historical Preservation (EHP) review. OEM will notify subrecipient when this hold has been released. Do not spend funds on this project until you have been notified that this hold has been removed.

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to "recipient" include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)*, Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and

policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's 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 policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:

- (i) Sub-recipient name (which must match registered name in DUNS): Morrow County
- (ii) Sub-recipient's Unique Entity Identifier (UEI): GLDSK7FBFJ15
- (iii) Federal Award Identification Number (FAIN): EMW-2022-SS-00045
- (iv) Federal Award Date: September 1, 2022
- (v) Sub-award Period of Performance Start and End Date: From October 1, 2022, to September 30, 2024
- (vi) Sub-award Budget Period Start and End Date: From October 1, 2022, to September 30, 2024
- (vii) Amount of Federal Funds Obligated by this Agreement: \$117,580.00
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$147,270.00
- (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$147,270.00
- (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
- (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
(b) Name of Pass-through entity: Oregon Department of Emergency Management
(c) Contact information for awarding official: Andrew Phelps, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
- (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$8,647,500
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: 13.2%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

##END##



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

(For BOC Use)
Item #
4e

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

Presenter at BOC: H Paul Gray
Department: Emergency Management
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10/26/2022
Requested Agenda Date: 11/2/2022

State Homeland Security Grant Agreement No. 22-236

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: Avidex
Contractor/Entity Address: 13555 Bel-Red Road, Suite 226, Bellevue, WA 98005
Effective Dates - From: 10/1/2022 Through: 9/30/2024
Total Contract Amount: 29,690.00 Budget Line: 101-117-3-30-3164
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

H Paul Gray 10/26/2022 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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):

To sign agreement for State Homeland Security Grant #22-236 for audio/visual equipment at the upper conference room in the Bartholomew Building in Heppner that was discussed 16 Mar 2022 during Board of Commissioners meeting.

2. FISCAL IMPACT:

This grant covers \$29,690.00 of the total quote given for the audio/visual equipment at the upper conference room in the Bartholomew Building in Heppner

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

Motion to approve and signing of the agreement.

Attach additional background documentation as needed.

22-236

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

Morrow County

\$29,690

Grant No: 22-236

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as “OEM,” and **Morrow County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2022**, and ending, unless otherwise terminated or extended, on **September 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:
 - Exhibit A: **Project Description and Budget**
 - Exhibit B: **Federal Requirements and Certifications**
 - Exhibit C: **Subagreement Insurance Requirements**
 - Exhibit D: **Information required by 2 CFR 200.332(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$29,690.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2022 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Performance Reports.**
 - a. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address

specific information regarding the activities carried out under the FY 22 State Homeland Security Program.

- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
 - iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.
- c. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- d. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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, (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 Subrecipient is a party or by which Subrecipient 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 Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more

than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft 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 of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- 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. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient 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.

Subrecipient 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 Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. 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.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a

waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, 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 and referenced documents, 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. Subrecipient, 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.

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

SIGNATURE PAGE TO FOLLOW

Morrow County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

H. Paul Gray
Emergency Manager
Morrow County
110 N. Court St.
P.O. Box 788
Heppner, OR 97836
541-256-0122
pgray@co.morrow.or.us

Subrecipient Fiscal Contact:

Kevin Ince
Finance Director
Morrow County
110 N. Court St.
P.O. Box 867
Heppner, OR 97836
541-676-5615
kince@co.morrow.or.us

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

Name _____
(printed)
Preparedness Section Manager, OEM

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 9/13/22

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

OEM Fiscal Contact:

Nicole Hansen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3849
Email: Nicole.l.hansen@oem.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

Primary EOC AV Equipment

This grant will fund the purchase and installation of audio/video displays throughout the Morrow County primary EOC.

II. Budget

Grant Funds: \$29,690

Total Budget: \$29,690

Equipment \$29,690

Total (Grant) \$29,690

EHP FUNDING HOLD: \$29,690

There is a funding hold on this project until OEM receives approval of the project from FEMA after their Environmental and Historical Preservation (EHP) review. OEM will notify subrecipient when this hold has been released. Do not spend funds on this project until you have been notified that this hold has been removed.

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to "recipient" include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and

policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's 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 policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Morrow County
 - (ii) Sub-recipient's Unique Entity Identifier (UEI): GLDSK7FBFJ15
 - (iii) Federal Award Identification Number (FAIN): EMW-2022-SS-00045
 - (iv) Federal Award Date: September 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2022, to September 30, 2024
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2022, to September 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$29,690.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$147,270.00
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$147,270.00
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$8,647,500
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 13.2%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

##END##

Echo Property Solar Plus Storage Tax Estimate

Inputs	
MWdc	1750
MWac	1250

PILOT Term (Years)	20
PILOT Rate (\$/MW)	7000
Millage Rate	0.014

Total Project Costs \$2,309,014,658

Schedule

Operating Year 1	8,750,000
Operating Year 2	8,750,000
Operating Year 3	8,750,000
Operating Year 4	8,750,000
Operating Year 5	8,750,000
Operating Year 6	8,750,000
Operating Year 7	8,750,000
Operating Year 8	8,750,000
Operating Year 9	8,750,000
Operating Year 10	8,750,000
Operating Year 11	8,750,000
Operating Year 12	8,750,000
Operating Year 13	8,750,000
Operating Year 14	8,750,000
Operating Year 15	8,750,000
Operating Year 16	8,750,000
Operating Year 17	8,750,000
Operating Year 18	8,750,000
Operating Year 19	8,750,000
Operating Year 20	8,750,000
Operating Year 21	19,482,606
Operating Year 22	18,995,540
Operating Year 23	18,520,652
Operating Year 24	18,057,636
Operating Year 25	17,606,195
Operating Year 26	17,166,040
Operating Year 27	16,736,889
Operating Year 28	16,318,467
Operating Year 29	15,910,505
Operating Year 30	15,512,742
Operating Year 31	15,124,924
Operating Year 32	14,746,801
Operating Year 33	14,378,131
Operating Year 34	14,018,677
Operating Year 35	13,668,211
Operating Year 36	13,326,505
Operating Year 37	12,993,343
Operating Year 38	12,668,509
Operating Year 39	12,351,796
Operating Year 40	12,043,001

Total 484,627,170

PAYMENT IN LIEU OF TAXES AGREEMENT

This PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement") is effective as of _____ 20____, by and between ECHO SOLAR, LLC, an Oregon Limited Liability Company authorized to do business in Oregon ("Company"), and MORROW COUNTY, OREGON, a municipal subdivision of the state of Oregon ("County"), with respect to the following facts:

A. Company is in the process of developing one or more solar energy generation facilities with integrated battery energy storage systems located within Morrow County (each a "Project" and collectively "the Projects"). Company or its assignee will be the owner of and will be in possession and control of each Project upon its completion. ,

B. The aggregate rated nameplate capacity of the Projects is expected to be up to 1,250 MW alternating current (MWac).

C. Company and County mutually desire to enter into this Agreement for payment of fees in lieu of property taxes for each Project, pursuant to Or Laws 2015, ch 571, §§1-3 (HB 3492), as amended by Or Laws 2019, ch 628, §§ 1-3 (SB 769) and Or Laws 2021, ch 571, §§ 1-4 (SB 154).

D. A legal description of each Project is attached as Exhibits _____. Survey information and site diagrams are attached as Exhibits_____.

NOW THEREFORE, for good and valuable consideration including the terms, conditions and covenants of this Agreement, the parties agree as follows:

1. Exemption. This Agreement shall apply to the tax year beginning July 1 immediately following the first January 1 on which any Project has achieved commercial operation, and each of the next nineteen (19) tax years thereafter. Except as otherwise provided in this Agreement, all of the property comprising the Projects, including without limitation solar modules, racking, foundations, inverters, transformers, battery energy storage systems, roads and civil construction work, underground and overhead electrical lines, grid interconnection facilities, land on which the Projects are located, and associated supporting infrastructure and facilities, shall be exempt from property tax for all tax years to which this Agreement applies. The term of this Agreement shall not exceed twenty (20) consecutive years.

2. Payment in Lieu of Taxes. The fee in lieu of taxes ("Fee") shall be \$7,000 multiplied by the aggregate rated nameplate capacity of each Project as of December 31 preceding each tax year to which this Agreement applies, measured in MWac.

3. Initial Filing. No later than December 31 preceding the first property tax year set out in section 1, Company or its assignee shall file with the County Assessor and the Oregon Department of Revenue a copy of this Agreement and the nameplate capacity of the Projects.

4. Subsequent Filings. For property each tax year after the first property tax year set out in section 1 the Company shall include with any statement required under ORS 308.524 the nameplate capacity of the Projects.

Deleted: It is estimated that the Projects will be operational in the _____ Quarter of 20_____.

5. Late Fee. Any filing required by Section 3 that is made after December 31 of the preceding tax year shall include payment of a late fee of \$200.

6. Failure to Pay Fee. If Company or its assignee does not timely pay the Fee for a particular Project as required by paragraph 5, then the Project shall not be exempt from property taxes for the upcoming tax year and shall be assessed and taxed as other similar property in the County is assessed and taxed; provided, however, that if Company or its assignee subsequently pays the Fee for a particular Project within one year after the date payment for the Project became delinquent, plus interest at the rate prescribed in ORS 311.505(2), then the Project's property tax exemption for the upcoming tax year shall be restored.

7. Termination for Failure to Pay. If Company or its assignee fails to pay any Fee for a particular Project within one year after payment of such Fee became delinquent, then: (a) the Project shall be disqualified from the exemption provided for herein and this Agreement shall terminate; (b) the Project shall be assessed and taxed as other similar property is assessed and taxed for the tax year to which the unpaid Fee applied, and thereafter; and (c) Company or its assignee shall pay County, as an additional assessment against the Project, an amount equal to the unpaid Fee for the Project. Company or its assignee also has the right to terminate this Agreement without any penalty by giving 90 days' written notice to the County prior to the end of the current tax year. The notice shall apply to the tax year following the year in which the notice has been given and shall have no impact on any tax year prior to the notice.

8. Eligibility. Property constituting a solar project that has received an exemption under ORS 285C.350 to 285C.370 or 307.123 for any tax year is not eligible for participation in this Agreement.

9. Notices. All notices required or permitted hereunder shall be in writing and shall be given by overnight delivery certified mail, postage prepaid, addressed to each party as follows, or at such other addresses as either party may hereafter designate in writing:

To Company:

Brown Hobson
Project Manager
Echo Solar, LLC
130 Roberts Street
Asheville, NC 28801

To County:

Morrow County Board of Commissioners
P.O. Box 788
Heppner, OR 97836

To County Assessor:

Morrow County Assessment & Tax Department
P.O. Box 247

Heppner, OR 97836

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns.

11. Assignment. The Company or its assignee has the right to assign, transfer or pledge its rights under this Agreement to one or more assignees with respect to any Project in its sole discretion.

12. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous, oral or written.

13. Governing Law. This Agreement shall be subject to, and governed by, the laws of the state of Oregon, and venue for any dispute hereunder shall lie in Morrow County, Oregon.

14. Interpretation. This Agreement implements Or Laws 2015, ch 571, §§1-3 (HB 3492), as amended by Or Laws 2019, ch 628, §§ 1-3 (SB 769) and Or Laws 2021, ch 571, §§ 1-4 (SB 154), and shall whenever possible be interpreted in a manner consistent with such law.

15. Counterparts. This Agreement may be executed in counterparts, and an electronic or facsimile copy of a signature shall be deemed an original for all purposes.

WHEREFORE, Company and County have executed this Agreement as of the date first set forth above.

COMPANY:

ECHO SOLAR, LLC

By: _____
Title: _____

COUNTY:

MORROW COUNTY, OREGON

By: _____
Commissioner Chair

By: _____
Commissioner Vice Chair

By: _____
Commissioner

PAYMENT IN LIEU OF TAXES AGREEMENT

This PAYMENT IN LIEU OF TAXES AGREEMENT (this “Agreement”) is effective as of _____ 20_____, by and between ECHO SOLAR, LLC, an Oregon Limited Liability Company authorized to do business in Oregon (“Company”), and MORROW COUNTY, OREGON, a municipal subdivision of the state of Oregon (“County”), with respect to the following facts:

A. Company is in the process of developing one or more solar energy generation facilities with integrated battery energy storage systems located within Morrow County (each a “Project” and collectively “the Projects”). Company or its assignee will be the owner of and will be in possession and control of each Project upon its completion.

B. The aggregate rated nameplate capacity of the Projects is expected to be up to 1,250 MW alternating current (MWac).

C. Company and County mutually desire to enter into this Agreement for payment of fees in lieu of property taxes for each Project, pursuant to Or Laws 2015, ch 571, §§1-3 (HB 3492), as amended by Or Laws 2019, ch 628, §§ 1-3 (SB 769) and Or Laws 2021, ch 571, §§ 1-4 (SB 154).

D. A legal description of each Project is attached as Exhibits _____. Survey information and site diagrams are attached as Exhibits _____.

NOW THEREFORE, for good and valuable consideration including the terms, conditions and covenants of this Agreement, the parties agree as follows:

1. Exemption. This Agreement shall apply to the tax year beginning July 1 immediately following the first January 1 on which any Project has achieved commercial operation, and each of the next nineteen (19) tax years thereafter. Except as otherwise provided in this Agreement, all of the property comprising the Projects, including without limitation solar modules, racking, foundations, inverters, transformers, battery energy storage systems, roads and civil construction work, underground and overhead electrical lines, grid interconnection facilities, land on which the Projects are located, and associated supporting infrastructure and facilities, shall be exempt from property tax for all tax years to which this Agreement applies. The term of this Agreement shall not exceed twenty (20) consecutive years.

2. Payment in Lieu of Taxes. The fee in lieu of taxes (“Fee”) shall be \$7,000 multiplied by the aggregate rated nameplate capacity of each Project as of December 31 preceding each tax year to which this Agreement applies, measured in MWac.

3. Initial Filing. No later than December 31 preceding the first property tax year set out in section 1, Company or its assignee shall file with the County Assessor and the Oregon Department of Revenue a copy of this Agreement and the nameplate capacity of the Projects.

4. Subsequent Filings. For property each tax year after the first property tax year set out in section 1 the Company shall include with any statement required under ORS 308.524 the nameplate capacity of the Projects.

5. Late Fee. Any filing required by Section 3 that is made after December 31 of the preceding tax year shall include payment of a late fee of \$200.

6. Failure to Pay Fee. If Company or its assignee does not timely pay the Fee for a particular Project as required by paragraph 5, then the Project shall not be exempt from property taxes for the upcoming tax year and shall be assessed and taxed as other similar property in the County is assessed and taxed; provided, however, that if Company or its assignee subsequently pays the Fee for a particular Project within one year after the date payment for the Project became delinquent, plus interest at the rate prescribed in ORS 311.505(2), then the Project's property tax exemption for the upcoming tax year shall be restored.

7. Termination for Failure to Pay. If Company or its assignee fails to pay any Fee for a particular Project within one year after payment of such Fee became delinquent, then: (a) the Project shall be disqualified from the exemption provided for herein and this Agreement shall terminate; (b) the Project shall be assessed and taxed as other similar property is assessed and taxed for the tax year to which the unpaid Fee applied, and thereafter; and (c) Company or its assignee shall pay County, as an additional assessment against the Project, an amount equal to the unpaid Fee for the Project. Company or its assignee also has the right to terminate this Agreement without any penalty by giving 90 days' written notice to the County prior to the end of the current tax year. The notice shall apply to the tax year following the year in which the notice has been given and shall have no impact on any tax year prior to the notice.

8. Eligibility. Property constituting a solar project that has received an exemption under ORS 285C.350 to 285C.370 or 307.123 for any tax year is not eligible for participation in this Agreement.

9. Notices. All notices required or permitted hereunder shall be in writing and shall be given by overnight delivery certified mail, postage prepaid, addressed to each party as follows, or at such other addresses as either party may hereafter designate in writing:

To Company:

Brown Hobson
Project Manager
Echo Solar, LLC
130 Roberts Street
Asheville, NC 28801

To County:

Morrow County Board of Commissioners
P.O. Box 788
Heppner, OR 97836

To County Assessor:

Morrow County Assessment & Tax Department
P.O. Box 247
Heppner, OR 97836

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit

of each of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns.

11. Assignment. The Company or its assignee has the right to assign, transfer or pledge its rights under this Agreement to one or more assignees with respect to any Project in its sole discretion.

12. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous, oral or written.

13. Governing Law. This Agreement shall be subject to, and governed by, the laws of the state of Oregon, and venue for any dispute hereunder shall lie in Morrow County, Oregon.

14. Interpretation. This Agreement implements Or Laws 2015, ch 571, §§1-3 (HB 3492), as amended by Or Laws 2019, ch 628, §§ 1-3 (SB 769) and Or Laws 2021, ch 571, §§ 1-4 (SB 154), and shall whenever possible be interpreted in a manner consistent with such law.

15. Counterparts. This Agreement may be executed in counterparts, and an electronic or facsimile copy of a signature shall be deemed an original for all purposes.

WHEREFORE, Company and County have executed this Agreement as of the date first set forth above.

COMPANY:

ECHO SOLAR, LLC

By: _____

Name: _____

Title: _____

COUNTY:

MORROW COUNTY, OREGON

By: _____

Jim Doherty, Chair

By: _____

Melissa Lindsay, Commissioner

By: _____

Don Russell, Commissioner



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

(For BOC Use)
Item #
7

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

Presenter at BOC: Sandi Pointer - Public Works
Department: Public Works
Short Title of Agenda Item:

Date submitted to reviewers: 10/18/2022
Requested Agenda Date: 11/02/2022

(No acronyms please) Public Hearing- Morrow County Franchise Rate Increase

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

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

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

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

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

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

Solid Waste North County Franchisee, AKA Sanitary Disposal Services LLC Had presented an increase of the solid waste rate schedule for their customer base. Following the Solid Waste management Ordinance, it is to be presented to the Solid Waste administrator Eric Imes and he is to recommend accepting or denying the request to the Solid Waste Advisory committee at their next scheduled meeting. Discussion with Kevin Miracle took place at the Solid Waste Advisory meeting held on 10/18/2022 with review by the Solid Waste advisory and Eric Imes the administrator recommends the rate increase which is an average of 5.5% to the Advisory Committee. The Advisory Committee accepted the rate increase and recommend to adopt the rate increase

Please find included...

Ordinance Rate Standards 7.050 giving direction.

Waste Connection, Inc. letter Request for increase.

2. FISCAL IMPACT:

This increased Sanitary Disposal, Inc. rate of total income from Morrow County in order to provide services for the residence. Public Works impact would be an increase in fee's for hauling the drop boxes. These are covered with G/L Code 101.123.5.20.2215

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

Motion to accept the rate increase from Waste Connections, Inc. and sign order to do so.

Attach additional background documentation as needed.

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

IN THE MATTER OF RATE INCREASE)
FOR SOLID WASTE COLLECTION) ORDER NO. OR-2022-8
BY WASTE CONNECTIONS OF OREGON, INC.)
DOING BUSINESS AS SANITARY DISPOSAL)

WHEREAS, Waste Connections of Oregon, Inc. doing business as Sanitary Disposal (Sanitary Disposal), has proposed to increase its solid waste collection rates in Morrow County Zone #1; and

WHEREAS, the proposed rate increases are as set forth in Exhibit “A” attached hereto; and

WHEREAS, Section 7.050 of the Morrow County Solid Waste Management Ordinance sets forth procedures for adjustment of existing rates; and

WHEREAS, Eric Imes, Morrow County Public Works Director and Solid Waste Administrator, recommended approval of the proposed rate increase by the Solid Waste Committee; and

WHEREAS, the Solid Waste Committee reviewed and recommended approval of the rate increase proposed by Sanitary Disposal, Inc, effective November 4, 2022; and

WHEREAS, the proposal and recommendations were presented to the Morrow County Board of Commissioners on November 2, 2022; and

WHEREAS, the Morrow County Board of Commissioners held a public hearing regarding the rate increase on November 2, 2022; and

WHEREAS, based on the written request with justification for the rate increase by Sanitary Disposal, the investigation and recommendation of the Administrator, and the findings and recommendations of the Solid Waste Committee, the Morrow County Board of Commissioners finds that the proposed rate increase is appropriate, and that the effective date would be November 4, 2022.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Morrow County Board of Commissioners adopts the proposed rate increase for solid waste collection by Sanitary Disposal, as set forth in Exhibit A, attached herein; and
2. The rate increase shall be effective November 4, 2022.

Dated this 2nd day of November 2022

**MORROW COUNTY
BOARD OF COMMISSIONERS**

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

APPROVED AS TO FORM:

County Counsel

Waste Connections of Oregon
 dba Sanitary Disposal
 PO Box 316
 Hermiston, Oregon
 541-567-8842

Exhibit A

MORROW COUNTY 2022

Residential		Current	Proposed	Difference
	35 GAL CART 1X	\$11.65	\$12.29	\$0.64
	35 GAL CART 1X	Senior Rate \$10.00	\$10.55	\$0.55
	90 GAL CART 1X	\$17.10	\$18.04	\$0.94
	2-90 GAL CART 1X	\$34.20	\$36.08	\$1.88
Commercial				
	35 GAL CART 1X	\$11.65	\$12.29	\$0.64
	90 GAL CART 1X	\$21.65	\$22.84	\$1.19
	2-90 GAL CART 1X	\$43.30	\$45.68	\$2.38
	3-90 GAL CART 1X	\$64.95	\$68.52	\$3.57
	1.5 YD CONT 1X	\$72.70	\$76.70	\$4.00
	1.5 YD CONT 2X	\$137.35	\$144.90	\$7.55
	2-1.5 YD CONT 1X	\$145.40	\$153.40	\$8.00
	3-1.5 YD CONT 1X	\$218.10	\$230.10	\$12.00
	1 2YD CONT 1X	\$94.15	\$99.33	\$5.18
	1 2YD CONT 2X	\$178.75	\$188.58	\$9.83
	2-2YD CONT 1X	\$188.30	\$198.66	\$10.36
	2-2YD CONT 2X	\$357.50	\$377.16	\$19.66
	3-2YD CONT 2X	\$536.25	\$565.74	\$29.49
	REC CONT 1X	\$10.80	\$11.39	\$0.59
	2-REC CONT 1X	\$21.60	\$22.79	\$1.19
DropBox				
	Delivery Fee	\$74.10	\$78.18	\$4.08
	Haul Fee	\$129.70	\$136.83	\$7.13
	Disposal Fee :			
	By Ton	\$21.40	\$22.58	\$1.18
Demurrage				
	Charge per box after 7th day	\$4.35	\$4.59	\$0.24



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Eric Imes
Public Works Director

Sandi Pointer
Management Asst.

Mike Haugen
Assistant Road Master

Kirsti Cason
Administrative Asst.

10.06.2022

SWAC Committee

RE: Rate adjustment Waste Connections (Sanitary Disposal, Inc.)

Upon review of the solid waste collection rate increase proposal that Kevin Miracle District Manager with Sanitary Disposal, Inc. presented to myself the Administrator of Morrow County Solid Waste, on August 3, 2022. The proposed schedule will raise the collection rate of 5.5%. At this time upon my review I approve of this increase and recommend the Solid Waste Committee to approve of the increase at this time to take effective approximately November 1, 2022. Thank you for your time and efforts.

Enclosed you will find the proposed rate increase and their supporting documents for Morrow County. Fuel cost alone is leaving this increase a must.

Sincerely

Eric Imes
Public Works Director
Solid Waste Administrator.



WASTE CONNECTIONS, INC.
Connect with the Future

August 3rd, 2022

Morrow County Solid Waste Committee
C/O Eric Imes, Director of Public Works
365 W. HWY 74, P.O. Box 428
Lexington OR, 97839

RE: Rate Adjustment Application for Solid Waste and Recycling Services

Sanitary Disposal is not immune to the cost pressures and supply chain issues that have affected most businesses and consumers over the past year. We believe that it is appropriate for the County to provide a reasonable increase in rates to allow us to meet and improve upon the service commitments established by the Jewett family many years ago. At a time when inflation is running in excess of eight percent annually, we request an overall rate increase of 5.5%, effective November 1, 2022.

Since Waste Connections purchased Sanitary Disposal in December 2021, we are not in a position to present the same rate package you would have likely received from the former owners. Morrow County last awarded Sanitary Disposal a rate increase of 9.1% in July of 2019. At that time, the resulting revenue was intended to cover the costs of operations with a reasonable profit margin. Between July 2020 and March 2022, the Consumer Price Index-Urban Consumers for the Western US (CPI-U) has increased nearly 14%. A copy of this index accompanies this letter. As those costs have climbed, rates have remained static. It is time to bring the rates and revenues more in line with the increased costs.

Sanitary Disposal is making substantial capital expenditures to modernize the fleet and collection methods. We are introducing a new billing and computer system. We are upgrading the safety profile of the company with tools like onboard cameras and sensors that help us to coach drivers and improve safe driving behaviors that protect both the drivers and the customers we serve. We have invested over \$1M in new equipment and training in the seven months that we've owned the Company. Some of this capital investment allows us to be more efficient, some improves the customer experience, and some simply provides a safer work environment for our employees and the public.

Under these circumstances we believe a 5.5% increase to the rates is a fair and necessary adjustment that allows us to complete at least one full year of operations, at which time we will be in a better position to affirm baseline rates. Once we establish a reasonable baseline under Waste Connections, we prefer to link future rate adjustments to the CPI-U index to keep adjustments small and manageable.

Waste Connections of Oregon
 dba Sanitary Disposal
 PO Box 316
 Hermiston, Oregon
 541-567-8842

MORROW COUNTY 2022

Residential		Current	Proposed	Difference
	35 GAL CART 1X	\$11.65	\$12.29	\$0.64
	35 GAL CART 1X	Senior Rate \$10.00	\$10.55	\$0.55
	90 GAL CART 1X	\$17.10	\$18.04	\$0.94
	2-90 GAL CART 1X	\$34.20	\$36.08	\$1.88
Commercial				
	35 GAL CART 1X	\$11.65	\$12.29	\$0.64
	90 GAL CART 1X	\$21.65	\$22.84	\$1.19
	2-90 GAL CART 1X	\$43.30	\$45.68	\$2.38
	3-90 GAL CART 1X	\$64.95	\$68.52	\$3.57
	1.5 YD CONT 1X	\$72.70	\$76.70	\$4.00
	1.5 YD CONT 2X	\$137.35	\$144.90	\$7.55
	2-1.5 YD CONT 1X	\$145.40	\$153.40	\$8.00
	3-1.5 YD CONT 1X	\$218.10	\$230.10	\$12.00
	1 2YD CONT 1X	\$94.15	\$99.33	\$5.18
	1 2YD CONT 2X	\$178.75	\$188.58	\$9.83
	2-2YD CONT 1X	\$188.30	\$198.66	\$10.36
	2-2YD CONT 2X	\$357.50	\$377.16	\$19.66
	3-2YD CONT 2X	\$536.25	\$565.74	\$29.49
	REC CONT 1X	\$10.80	\$11.39	\$0.59
	2-REC CONT 1X	\$21.60	\$22.79	\$1.19
DropBox				
	Delivery Fee	\$74.10	\$78.18	\$4.08
	Haul Fee	\$129.70	\$136.83	\$7.13
	Disposal Fee			
	By Ton	\$21.40	\$22.58	\$1.18
Demurrage				
	Charge per box after 7th day	\$4.35	\$4.59	\$0.24

Sanitary Disposal Updates

- We have 6 transfer trailers that have been rebuilt
- New trucks this year, 3 RL, 2 RO, and 2 AUTO
- We'll demo a 930 loader in a couple week, for the transfer station
- Our second order of Roll-Off boxes and Rear-load containers came in September
- Baler has been down, on and off for two months. Major repairs were needed
- The office remodel is complete
- Hired two more drivers and one PM mechanic
- Our new office manager starts October 24th
- Drive cams are installed in all our equipment



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

(For BOC Use)
Item #
80

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

Presenter at BOC: Jeremy Fink
Department: Solid Waste
Short Title of Agenda Item: Finley Buttes Landfill Rate INcreases
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 11/3/2022

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Finley Buttes Landfill
Contractor/Entity Address: 73221 Bombing Range Rd Boardman, Oregon
Effective Dates - From: January 1, 2023 Through: N/A
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

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

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

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

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

Proposing Morrow County Gate rate increase at Finley Buttes Landfill. Rates have not been increased since 2009.

2. FISCAL IMPACT:

unknown

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

Approve attached proposed increase

Attach additional background documentation as needed.



WASTE CONNECTIONS, INC.
Connect with the Future®

October 21, 2022

Morrow County Solid Waste Committee
C/O Eric Imes, Director of Public Works
365 W. HWY 74, P.O. Box 428
Lexington OR, 97839

RE: Finley Buttes Landfill Rate Increases

Finley Buttes Landfill proposes the following schedule of prices for disposal services within Morrow County effective January 1, 2023. Our last schedule of prices letter was sent to the Court on April 13, 2009 and have remained unchanged since then. It is necessary to raise the rates in order to actively reflect our actual expenses. We continue our desire to clearly communicate to the Court our complete pricing structure for Morrow County. We are committed to providing the best possible solid waste services and request your confirmation of our rates. As you see, we have included prices for tire disposal and other fees. Finley Buttes requests the right to revise these prices in the future.

MSW: \$18.73 per ton
Construction and demolition waste: \$18.73 per ton
Refrigerators, freezers, and other white goods: \$22.50 each
Tires; car, rimless: \$5.70 each
Tires; car, w/rim: \$10.20 each
Tires; truck, rimless: \$12.45
Tires; truck, w/rim: \$20.32
Tires, tractor/duplex: \$79.48 per ton
Tires, derimming: \$7.85 each
Large grader tires: \$214.48 per ton
Asbestos, friable: \$175.00 per ton
Asbestos, nonfriable: \$75.00 per ton
Large Dead Animals \$85.10 per ton
Minimum charge: \$16 per load

Sincerely,
Brian Evola
District Manager

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

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

The Morrow County Road Department would like to enter into a contract with Mason Rock LLC in efforts to crush rock for construction material and gravel road maintenance material.

The term of the agreement is 10 years at \$0.50 per crushed ton of rock.

I would like this contract to be the template for all privately owned rock pits if we can for consistency and clarity.

2. FISCAL IMPACT:

@ \$0.50 per crushed ton, I estimate the fiscal impact at or around \$26,000. The cost would pull from materials and services

202-220-5-20-3440

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

Motion to approve the Rock Pit Agreement with Mason Rock LLC.

Attach additional background documentation as needed.

ROCK PIT AGREEMENT

This agreement made by and between Morrow County (County), a political subdivision of the State of Oregon and Mason Rock LLC (Mason Rock):

WITNESSETH:

That whereas Mason Rock LLC is the owner of certain real property located in Morrow County, Oregon, to-wit; E Section 26, Township 1 South, Range 26E.;

Whereas, County desires to use the quarry site located upon said property for the purpose of extracting solid rock to be used for making gravel, said gravel being necessary for the construction, maintenance and repair of County roads; and

Whereas, it will also be necessary for County to obtain the use of additional property for the purpose of storing stockpiled gravel near the quarry site;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

Section 1. Mason Rock LLC hereby grants to County the right to use the quarry site located upon the above-described property for the purpose of blasting and extracting rock, and setting up crusher to make gravel there from, and also grants to County the right to use property adjacent thereto for the purpose of stockpiling and storing said gravel; the property used for stockpiling purposes shall be no greater than five acres.

Section 2. The term of this agreement shall be for a period of 10 year(s) commencing upon the signing of this agreement by both parties, and terminating 10 years after that date, unless extended by mutual agreement of both parties or terminated as discussed below.

Section 3. County shall crush the rock extracted at the site and shall pay to Lessor the sum of \$0.50 (fifty cents) per crushed ton of rock. Mason Rock LLC shall notify County, in writing, at the commencement of each crushing season whether payment for that year's production shall be made in cash, in kind, or in a specific combination thereof. In kind values of processed rock to be determined each year.

Section 4. In addition to the fees and charges set forth, County shall have use of the property upon which gravel is stockpiled for a minimum of five (5) years after the completion of the last crushing and stockpiling has occurred on the property, notwithstanding any expiration date listed in Section 2 of this agreement.

Section 5. All payments to be made by County to Mason Rock LLC under the terms of this agreement shall be made in the form of checks, and said checks shall be made payable to Mason Rock LLC, c/o Corey Miller.

Section 6. Mason Rock LLC shall load and haul the rock set aside as the “in kind” payment at a time and in a manner, which does not unreasonably interfere with County operations at said quarry pit site. Mason Rock LLC will accept delivery of said crushed rock at the quarry location and will load and haul it at their own expense and convenience.

Section 7. Mason Rock LLC shall make no claim of any kind or nature against County which might arise by reason of damage done to real or personal property as the result of the rock extraction and crushing, stockpiling or transportation operations necessarily contemplated by this agreement, except as may be specifically provided herein; Mason Rock LLC agrees to this paragraph being fully aware of the potential effects of said activities upon such property as, but not limited to, his livestock, water springs or flow, and hereby releases and holds County harmless from any and all such liability. Also, if for some unforeseen reason any payment should be reasonably late, it will in no way effect the continuation of this agreement as it is written.

Section 8. County shall, at its own expense, clean the gravel quarry site and shall remove and dispose of all trash and scrap metal directly related to their operations in the quarry; the site shall not be allowed to become cluttered or unsightly as further defined below. County shall, at its own expense, take such measures as are necessary to control and prevent the growth of spread of noxious weeds on any of the County’s stockpiled rock as such weeds are defined by County ordinance. Upon the expiration or termination of this agreement, or at such other time as all stockpiled gravel is removed from the storage site as provided herein, County shall clean said immediate stockpile area and restore it in accordance with the standards required by the Oregon Department of Geology. However, Lessee shall not be responsible for any trash, clutter, or other materials deposited by other persons or entities other than Lessee or Lessee’s subcontractors (i.e. Lessee is not responsible for cleaning up trash left by local teenagers littering on the site) nor is Lessee responsible for the gravel quarry site during periods of non-use which is described as removal of all of Lessee’s equipment from the property.

Section 9. The terms of this agreement shall attach to the real property where the rock pit is located, and may not be terminated by any subsequent lessor or property owner unless the termination is by mutual agreement.

Section 10. Compliance with Law. Lessee and Lessee’s subcontractors, at their own expense, shall comply with all permits, laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Lessee’s use of the Property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. Lessee or any subcontractor of Lessee shall comply with all DEQ requirements and comply with the storage and use of any hazardous materials as pertains directly to their operations in the quarry. Lessee shall also be responsible for the clean-up of any hazardous materials that results directly from Lessee’s use of the property (i.e. a diesel spill).

Section 11. The terms of this agreement shall attach to the real property where the rock pit is located, and may not be terminated by any subsequent lessor or property owner unless the termination is by mutual agreement.

Section 12. TERMINATION.

a. **Mutual Agreement.** This agreement may be terminated by mutual agreement of all parties.

IN WITNESS WHEREOF the parties have set their hands as of the date first mentioned above.

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Don Russell, Commissioner

Melissa Lindsay, Commissioner

Date: _____

MASON ROCK LLC

By: *[Signature]*, *Managing Partner*
Mason Rock LLC

10/28/22
Date: _____



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

(For BOC Use)
Item #
8e

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

Presenter at BOC: Tony Clement - General Maintenance
Department: Public Works General Maintenance
Short Title of Agenda Item: Re-Roof of the Sheriff's Office Emergency Operations Center in Heppner; and Transfer of Appropriations Resolution No. R-2022-22

Date submitted to reviewers: 10/18/2022
Requested Agenda Date: 11/02/2022

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: 101-121-5-40-4411
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Eric Imes via email 10-20 Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

Morrow County Public Works Office Solicited requests for Re-Roof of the County Emergency Operations Center. These bids were requested and received on October 13, 2022 and at the time of opening two bids had been received.

C&C Construction Services, Inc. , Hermiston	\$165,450.00
Gillespie Roofing, Inc, Walla Walla, WA	\$180,000.00

Both these include the Remove existing roof, clean areas haul away all debris. All roofing removal and debris disposal to be done in accordance with all state, local and federal asbestos abatement regulations. structural repairs done. Install fully adhered 60 mil TPO, ¼ Dens-deck or equivalent. Install custom manufactured edge metal, pipe flashing and metal vents. Properly flash all roof penetrations.

After Careful review it is apparent we have to raise the budget some. This is over the allotted budget of \$100,000.00. In order to get the project completed we will need to be present for a budget resolution. Under the current circumstances with fuel and wage costs, it is apparent this will continue to rise if not taken care of currently.

2. FISCAL IMPACT:

101-121-5-40-4411

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

"And, motion to approve resolution R-2022-22 to transfer appropriations from operating contingency to the General Maintenance Department to accommodate the price increase"

Attach additional background documentation as needed.

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

IN THE MATTER OF TRANSFER OF)
 APPROPRIATIONS FOR SHERIFF OFFICE) RESOLUTION NO. R-2022-22
 ROOF REPLACEMENT FOR FISCAL YEAR)
 BEGINNING JULY 1, 2022)

WHEREAS, the above-entitled matter came before the Board of Commissioners on November 2, 2022; and

WHEREAS, Oregon Revised Statutes (ORS Chapter 294, prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.463(2) provides that a county may transfer, by resolution, up to 15%, in aggregate, of the total amount originally appropriated in the fund from operating contingency; and

WHEREAS, the total aggregate transfers, including this transfer, from operating contingency for FY2022-23 are less than 15% of the total amount originally appropriated in the General Fund.

NOW THEREFORE, be it resolved, the amounts shown adjust appropriations for the fiscal year beginning July 1, 2022:

	Current Appropriations	Increase/(Decrease)	Amended FY2022-23 Budget
General Fund			
General Maintenance Department	\$ 781,714.00	\$ 85,000.00	\$ 866,714.00
Contingency	4,207,202.00	(85,000.00)	4,122,202.00
Total Change-General Fund Appropriations	\$ 4,988,916.00	\$ -	\$ 4,988,916.00
Total Appropriations, General Fund - Original Budget	\$ 24,450,859.00		
Total Year-to-Date Changes to Appropriations	\$ 117,000.00		
Current Change	85,000.00		
	\$ 202,000.00		
Total Year-To-Date Changes as a % of Original Budget Appropriations - General Fund	0.83%		

Dated this 2nd day of November 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Invitation to bid for Morrow Emergency Operations Center Re-Roof,
325 Willow View Dr., Heppner, OR

Sealed bids for the Re-Roof of the County Emergency Operations Center project will be received by the Morrow County Public Works Department, At 365 W. Hwy 74, P.O. Box 428, Lexington, OR 97839, No later than 4:00 pm **October 13, 2022**. The bids will be opened on **October, 17, 2022** at the Lexington Conference room located at 365 W. Hwy 74, Lexington, OR.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board. Work consist of, but may not be limited to, the following estimated unit cost quantities:

Provide necessary building permits.

Provide Morrow County with ten-year workmanship warranty

Remove existing roof, clean areas haul away all debris. All roofing removal and debris disposal to be done in accordance with all state, local and federal asbestos abatement regulations.

Any structural repairs deemed necessary by building code or manufacturer warranty standards to be done.

Install fully adhered 60 mil TPO, ¼" Dens-deck or equivalent.

Install custom manufactured edge metal, pipe flashing and metal vents.

Properly flash all roof penetrations.

The roof structure houses several mission critical units. Some of which are paired antennas. These will require special coordination to ensure that only one unit is misdirected at a time.

Work will need to be completed no later than February 28, 2023.

Site visits of the building can be arranged by contacting Tony Clement at (541) 240-1791, aclement@co.morrow.or.us . For all other questions of concerns please contact Morrow County Public Works at (541) 989-9500.

The County will award the contract with in thirty (30) calendar days of the bid opening. Work will commence within five (5) calendar days of the notice to proceed. The contractor shall complete all work.



C&C CONSTRUCTION SERVICES, INC.

PO BOX 870
HERMISTON, OR 97838

Estimate

Date	Estimate #
10/10/2022	0021602

Name / Address
Morrow Emergency Operations Center

Project

Description	Qty	Cost	Total
Morrow Emergency Operations Center Re-Roof 325 Willow View Dr., Heppner, OR LABOR AND MATERIAL TO DEMO EXISTING ROOFING AND INSTALL 60 MIL TPO FULLY ADHERED SYSTEM OVER 1/4 DENSE DECK WITH 20 YEAR NDL WARRANTY	1	165,450.00	165,450.00T

Subtotal	\$165,450.00
Sales Tax (0.0%)	\$0.00
Total	\$165,450.00

Phone #	Fax #	E-mail
509-727-2134	541-567-8254	HECTOR@CCROOFSERVICES.COM



From: Gillespie Roofing, Incorporated
3400 Isaacs Avenue
Walla Walla, WA 99362

Oct-13-2022

Washington State Contractor License GILLER1136DE
Oregon State Contractor License 65072
Utah State Contractor License 97-348784-550

PROJECT: Morrow Emergency Operations
325 Willow View Dr
Heppner, OR

Scope of Work: Tear off and re-roof with White TPO .060" over 1/4" Gypsum coverboard

All of our workers are covered by the Washington State Industrial Insurance System.
Gillespie Roofing will provide two-million dollars liability Insurance.

Includes: All material, labor and equipment as required to install the work described below.

- * Remove all existing roof layers to the wood deck.
- * Clean and haul away debris in accordance with regulations.
- * Remove flashings, parapet cap, and other associated roof metal.
- * Mechanically attach 1/4" gypsum coverboard.
- * Fully adhere White .060" TPO up and over parapets and to drip edges.
- * Manufacture flashing on all curbs and pipe penetrations.
- * Install metal drip edge and coping around roof edge perimeters.
- * Provide roof mounted anchors for antenna guy wires.
- * Remove and remount ground wire in accordance with roofing manufactures recommendations.
- * Connect new roofing assembly to existing roof drains
- * Provide new through wall scuppers at existing locations.
- * Includes building permit fee
- * 10 year Firestone Red Shield Warranty covering both workmanship and materials.
- * Current public works wages

Proposed Price: \$

180,000.00

ADD: Optional items to add.

- * Replace existing gutter and downspout with 5" continuous metal gutter. \$3400
- * Performance and Payment bond add 1.5% to total construction price
- * Walk pad in front of access panels on roof top units add \$2400
- * Inspect and repair decking, as needed, for \$5.50/squre foot.

Excludes:

- * Structural repairs below decking.
- * Repairs to any HVAC or mechanical.
- * Electrical, gas or plumbing connection, disconnection or modification.
- * **Any cost associated with asbestos containing material found.**
- * Bonding costs.
- * Re-alignment of any antenna, microwave dishes, satellite dishes, drums, or other equipment.

Notes:

*
*

General Exclusions:

- * Structural roofing related systems or items, unless otherwise specified above.
- * Any work or metal flashings associated with doors, windows, glass canopies or storefront systems.
- * Any wall sheeting, decking, insulation or furring.
- * Protection and surveillance of installed materials.
- * Any painting of installed work.
- * Joint sealants or caulking except in conjunction with the roofing and Gillespie Roofing installed flashings.
- * Any sheet metal and trim not directly integrated into a roofing or siding system not installed by Gillespie Roofing.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Warranty No:

Project No:

Start Date:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System; Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Holcim Solutions and Products US, LLC • Attn: Warranty Services
26 Century Boulevard • Suite 205 • Nashville, TN 37214
800-428-4442 • holcimelevate.com

1001.001.2022



From: Gillespie Roofing, Incorporated
3400 Isaacs Avenue
Walla Walla, WA 99362

Oct-13-2022

Washington State Contractor License GILLER1136DE
Oregon State Contractor License 65072
Utah State Contractor License 97-348784-550

PROJECT: Morrow Emergency Operations
325 Willow View Dr
Heppner, OR

Scope of Work: Tear off and re-roof with White TPO .060" over 1/4" Gypsum coverboard

All of our workers are covered by the Washington State Industrial Insurance System.
Gillespie Roofing will provide two-million dollars liability Insurance.

Includes: All material, labor and equipment as required to install the work described below.

- * Remove all existing roof layers to the wood deck.
- * Clean and haul away debris in accordance with regulations.
- * Remove flashings, parapet cap, and other associated roof metal.
- * Mechanically attach 1/4" gypsum coverboard.
- * Fully adhere White .060" TPO up and over parapets and to drip edges
- * Manufacture flashing on all curbs and pipe penetrations.
- * Install metal drip edge and coping around roof edge perimeters.
- * Provide roof mounted anchors for antenna guy wires.
- * Remove and remount ground wire in accordance with roofing manufactures recommendations.
- * Connect new roofing assembly to existing roof drains
- * Provide new through wall scuppers at existing locations.
- * Includes building permit fee
- * 10 year Firestone Red Shield Warranty covering both workmanship and materials.
- * Current public works wages

Proposed Price: \$

180,000.00

ADD: Optional items to add.

- * Replace existing gutter and downspout with 5" continuous metal gutter. \$3400
- * Performance and Payment bond add 1.5% to total construction price
- * Walk pad in front of access panels on roof top units add \$2400
- * Inspect and repair decking, as needed, for \$5.50/squre foot.

Excludes:

- * Structural repairs below decking.
- * Repairs to any HVAC or mechanical.
- * Electrical, gas or plumbing connection, disconnection or modification.
- * **Any cost associated with asbestos containing material found.**
- * Bonding costs.
- * Re-alignment of any antenna, microwave dishes, satellite dishes, drums, or other equipment.

Notes:

General Exclusions:

- * Structural roofing related systems or items, unless otherwise specified above.
- * Any work or metal flashings associated with doors, windows, glass canopies or storefront systems.
- * Any wall sheeting, decking, insulation or furring.
- * Protection and surveillance of installed materials.
- * Any painting of installed work.
- * Joint sealants or caulking except in conjunction with the roofing and Gillespie Roofing installed flashings.
- * Any sheet metal and trim not directly integrated into a roofing or siding system not installed by Gillespie Roofing.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Warranty No:

Project No:

Start Date:

Building Identification:

Building Address:

Building Owner:

Installing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.

Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System; Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.

Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Holcim Solutions and Products US, LLC • Attn: Warranty Services
26 Century Boulevard • Suite 205 • Nashville, TN 37214
800-428-4442 • holcimelevate.com

1001.001.2022

Kirst Cason

Invitation to bid for Morrow Emergency Operations Center Re-Roof,
325 Willow View Dr., Heppner, OR

Sealed bids for the Re-Roof of the County Emergency Operations Center project will be received by the Morrow County Public Works Department, At 365 W. Hwy 74, P.O. Box 428, Lexington, OR 97839, No later than 4:00 pm **October 13, 2022**. The bids will be opened on **October, 17, 2022** at the Lexington Conference room located at 365 W. Hwy 74, Lexington, OR.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board. Work consist of, but may not be limited to, the following estimated unit cost quantities:

Provide necessary building permits.

Provide Morrow County with ten-year workmanship warranty

Remove existing roof, clean areas haul away all debris. All roofing removal and debris disposal to be done in accordance with all state, local and federal asbestos abatement regulations.

Any structural repairs deemed necessary by building code or manufacturer warranty standards to be done.

Install fully adhered 60 mil TPO, ¼" Dens-deck or equivalent.

Install custom manufactured edge metal, pipe flashing and metal vents.

Properly flash all roof penetrations.

The roof structure houses several mission critical units. Some of which are paired antennas. These will require special coordination to ensure that only one unit is misdirected at a time.

Work will need to be completed no later than February 28, 2023.

Site visits of the building can be arranged by contacting Tony Clement at (541) 240-1791, aclement@co.morrow.or.us . For all other questions of concerns please contact Morrow County Public Works at (541) 989-9500.

The County will award the contract with in thirty (30) calendar days of the bid opening. Work will commence within five (5) calendar days of the notice to proceed. The contractor shall complete all work.

Name and address

Bid Amount Submitted

CAC construction Hermiston, OR	\$165,450
Gillespie Roofing Walla Walla, WA	\$180,000

2 Bids Received *Kirst Cason* 10/17/2022

Tony Clement

Invitation to bid for Morrow Emergency Operations Center Re-Roof,
325 Willow View Dr., Heppner, OR

Sealed bids for the Re-Roof of the County Emergency Operations Center project will be received by the Morrow County Public Works Department, At 365 W. Hwy 74, P.O. Box 428, Lexington, OR 97839, No later than 4:00 pm **October 13, 2022**. The bids will be opened on **October, 17, 2022** at the Lexington Conference room located at 365 W. Hwy 74, Lexington, OR.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board. Work consist of, but may not be limited to, the following estimated unit cost quantities:

Provide necessary building permits.

Provide Morrow County with ten-year workmanship warranty

Remove existing roof, clean areas haul away all debris. All roofing removal and debris disposal to be done in accordance with all state, local and federal asbestos abatement regulations.

Any structural repairs deemed necessary by building code or manufacturer warranty standards to be done.

Install fully adhered 60 mil TPO, 1/4" Dens-deck or equivalent.

Install custom manufactured edge metal, pipe flashing and metal vents.

Properly flash all roof penetrations.

The roof structure houses several mission critical units. Some of which are paired antennas. These will require special coordination to ensure that only one unit is misdirected at a time.

Work will need to be completed no later than February 28, 2023.

Site visits of the building can be arranged by contacting Tony Clement at (541) 240-1791, aclement@co.morrow.or.us . For all other questions of concerns please contact Morrow County Public Works at (541) 989-9500.

The County will award the contract with in thirty (30) calendar days of the bid opening. Work will commence within five (5) calendar days of the notice to proceed. The contractor shall complete all work.

Name and address

Bid Amount Submitted

C+C construction services Heppner OR	\$165,450.00
GILLESPIE Roofing WALLA WALLA WA.	\$180,000.00

Sandi Pointer
9:00 A.M. 10/17

Invitation to bid for Morrow Emergency Operations Center Re-Roof,
325 Willow View Dr., Heppner, OR

Sealed bids for the Re-Roof of the County Emergency Operations Center project will be received by the Morrow County Public Works Department, At 365 W. Hwy 74, P.O. Box 428, Lexington, OR 97839, No later than 4:00 pm **October 13, 2022**. The bids will be opened on **October, 17, 2022** at the Lexington Conference room located at 365 W. Hwy 74, Lexington, OR.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board. Work consist of, but may not be limited to, the following estimated unit cost quantities:

Provide necessary building permits.

Provide Morrow County with ten-year workmanship warranty

Remove existing roof, clean areas haul away all debris. All roofing removal and debris disposal to be done in accordance with all state, local and federal asbestos abatement regulations.

Any structural repairs deemed necessary by building code or manufacturer warranty standards to be done.

Install fully adhered 60 mil TPO, 1/4" Dens-deck or equivalent.

Install custom manufactured edge metal, pipe flashing and metal vents.

Properly flash all roof penetrations.

The roof structure houses several mission critical units. Some of which are paired antennas. These will require special coordination to ensure that only one unit is misdirected at a time.

Work will need to be completed no later than February 28, 2023.

Site visits of the building can be arranged by contacting Tony Clement at (541) 240-1791, aclement@co.morrow.or.us . For all other questions of concerns please contact Morrow County Public Works at (541) 989-9500.

The County will award the contract with in thirty (30) calendar days of the bid opening. Work will commence within five (5) calendar days of the notice to proceed. The contractor shall complete all work.

Name and address

Bid Amount Submitted

C & C Construction - Hermiston, OR -	\$ 165,450.-
Gillespie Roofing Walla Walla, WA -	\$ 150,000.-

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

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

The Board of Commissioners approved an emergency budget for the Nitrate Water Emergency of \$100,000.00.

As of 2 November 2022, this funding has been depleted.

The county has 25 filters that still need to be installed. The estimate for that service is \$20,000.00.

An agreement is being drawn up with the State to reimburse payments for water deliveries which run around \$5,000.00 a month. Public Health will continue to manage these deliveries. To continue this service, it is estimated we need \$30,000.00 for up to the next six months, waiting for the State to take this over completely. This amount will be reimbursed through Oregon Department of Human Services/Office of Resiliency and Emergency Management.

Seeking an appropriation of \$60,000.00 to be added to the Nitrate Emergency to finish installations and work with Oregon Department of Human Services/Office of Resiliency and Emergency Management for current water deliveries until all filters have been installed.

2. FISCAL IMPACT:

This will allocate \$60,000.00 from the contingency fund to be used in the Nitrate Emergency Fund.

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

Motion to approve \$60,000.00 into the Nitrate Emergency Funding; and sign Resolution No. R-2022-23.

Attach additional background documentation as needed.

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

IN THE MATTER OF TRANSFER OF)
 APPROPRIATIONS FOR NITRATE) RESOLUTION NO. R-2022-23
 EMERGENCY FOR FISCAL YEAR)
 BEGINNING JULY 1, 2022)

WHEREAS, the above-entitled matter came before the Board of Commissioners on November 2, 2022; and

WHEREAS, Oregon Revised Statutes (ORS) Chapter 294, prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.463(2) provides that a county may transfer, by resolution, up to 15%, in aggregate, of the total amount originally appropriated in the fund from operating contingency; and

WHEREAS, the total aggregate transfers, including this transfer, from operating contingency for FY2022-23 are less than 15% of the total amount originally appropriated in the General Fund.

NOW THEREFORE, be it resolved, the amounts shown adjust appropriations for the fiscal year beginning July 1, 2022:

General Fund	Current Appropriations	Increase/(Decrease)	Amended FY2022-23 Budget
General Maintenance Department	\$ 634,252.00	\$ 60,000.00	\$ 694,252.00
Contingency	4,122,202.00	(60,000.00)	4,062,202.00
Total Change-General Fund Appropriations	\$ 4,756,454.00	\$ -	\$ 4,756,454.00
Total Appropriations, General Fund - Original Budget	\$ 24,450,859.00		
Total Year-to-Date Changes to Appropriations	\$ 202,000.00	**	
Current Change	60,000.00		
	\$ 262,000.00		
Total Year-To-Date Changes as a % of Original Budget Appropriations - General Fund		1.07%	

**Transfer of \$80,000 on R-2022-22 is pending but included in this total

Dated this 2nd day of November 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Emergency Community Water Assistance Grants

What does this program do?

This program helps eligible communities prepare, or recover from, an emergency that threatens the availability of safe, reliable drinking water.

The following events qualify as an emergency:

- Drought or flood
- Earthquake
- Tornado or hurricane
- Disease outbreak
- Chemical spill, leak, or seepage
- Other disasters

NOTE: A federal disaster declaration is not required.

Who may apply for this program?

- Most State and local governmental entities
- Nonprofit organizations
- Federally recognized Tribes

What is an eligible area?

- Rural areas and towns with populations of 10,000 or less – [check eligible addresses](#)
- Tribal lands in rural areas
- Colonias

The area to be served must also have a median household income less-than the state's median household income for non-metropolitan areas. Contact your [local RD office](#) for details.

How may funds be used?

- Water transmission line grants up to \$150,000 to construct waterline extensions, repair breaks or leaks in existing water distribution lines, and address related maintenance necessary to replenish the water supply
- Water source grants up to \$1,000,000 to construct a water source, intake or treatment facility

Are matching funds required?

Partnerships with other federal, state, local, private, and nonprofit entities are encouraged.

How do we get started?

- Applications for this program are accepted year round online at <https://www.rd.usda.gov/programs-services/rd-apply> or through your [local RD office](#).
- Program Resources are available online (forms, guidance, certifications, etc.).

Who can answer questions?

- Staff in your [local RD office](#).
- Participating nonprofit associations

What law governs this program?

- Code of Federal Regulation, [7 CFR 1778](#)
- Section 306A of the Consolidated Farm and Rural Development Act

“Why does USDA Rural Development do this?”

This program helps prevent damage or restore households and business' access to clean, reliable drinking water in eligible rural areas and towns following natural disasters. Funding can improve the natural environment and encourage manufacturers and other businesses to locate or expand operations.

NOTE: Because citations and other information may be subject to change, please always consult the program instructions listed in the section above titled “What Governs This Program?” You may also contact your [local office](#) for assistance. You will find additional forms, resources, and program information at rd.usda.gov. *USDA is an equal opportunity provider, employer, and lender.*

Subvenciones de Emergencia para Asistencia en el Servicio de Agua de la Comunidad

¿En qué consiste este programa?

Este programa ayuda a las comunidades elegibles a preparar o a recuperarse de una emergencia que amenaza la disponibilidad de un suministro seguro y fiable de agua potable.

¿Quién puede solicitar este programa?

- **La mayoría de las entidades gubernamentales estatales y locales**
- **Organizaciones sin fines de lucro**
- **Tribus reconocidas federalmente**

¿Qué es un área elegible?

- Zonas y pueblos rurales con poblaciones de 10,000 habitantes o menos. Revise las [direcciones elegibles](#)
- Terrenos tribales en zonas rurales
- Colonias

El área donde se prestarán servicios también debe tener un ingreso promedio familiar menor al ingreso promedio familiar del estado para áreas no metropolitanas. Comuníquese con su [oficina local de Desarrollo Rural](#) (Rural Development, RD) para obtener detalles.

¿Cómo se pueden usar los fondos?

- La línea de suministro de agua otorga hasta \$150,000 para construir extensiones de línea de flotación, reparar roturas o fugas en las líneas actuales de distribución de agua y abordar asuntos relacionados con el mantenimiento necesario para reabastecer el suministro de agua.
- Las subvenciones de fuentes de agua de hasta \$1,000,000 son para construir una instalación de fuente de agua, consumo o tratamiento.

¿Se requieren fondos de contrapartida?

Se alientan las asociaciones con otras entidades federales, estatales, locales, privadas y sin fines de lucro.

¿Cómo comenzamos?

- Las solicitudes de este programa se aceptan todo el año en línea en <https://www.rd.usda.gov/programs-services/rd-apply> y a través de su [oficina local de RD](#).
- Los recursos del programa están disponibles en línea (formularios, orientación, certificaciones, otros).

¿Quién puede responder preguntas?

- El personal de su [oficina local de RD](#)
- Asociaciones participantes sin fines de lucro

¿Quién se encarga de regular este programa?

- Código de Reglamentos Federales, [Título 7 CFR Parte 1778](#)
- Sección 306A de la Ley Consolidada para el Desarrollo Agrícola y Rural

¿Por qué hace esto el Desarrollo Rural del USDA?

Este programa ayuda a prevenir daños o restaurar el acceso de familias y comercios a un suministro de agua potable limpia y fiable en zonas y pueblos rurales elegibles, después de que ocurren desastres naturales. El financiamiento puede mejorar el ambiente natural y alentar a los fabricantes y a otras empresas a ubicar o ampliar las operaciones.

NOTA: Debido a que las citas y otra información pueden estar sujetas a cambios, por favor siempre consulte a su [oficina local](#) para recibir asistencia. Puede encontrar más formularios, recursos e información del programa en rd.usda.gov. **USDA es prestamista, empleador y proveedor de igualdad de oportunidades.**

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

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

The Chief of Staff position had a first review date of 10/28/22. Human Resources would like to confirm with the Board what type of interview panels should be created.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

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

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

Purpose: For the Board of Commissioners to provide input on the direction and vision of the 2023 Compensation Board Process.

Please see attached.

2. FISCAL IMPACT:

N/A

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

N/A

Attach additional background documentation as needed.

Purpose: For the BOC to provide input on the Compensation process – Direction/Vision

The Compensation Board will convene in the near future to review compensation rates for Elected Officials.

- Which elected Officials will be included per ORS 204.005?
 - County Assessor and Tax Collector
 - County Clerk
 - County Commissioners
 - County Sheriff
 - County Treasurer
 - Justice of the Peace – *Not included in ORS but included in past practice
 - District Attorney Stipend – *Not included in ORS, was not included last year

Items to consider in packet to Compensation Board:

1. Elected Officials provide a brief narrative of their duties in addition to the duties outlined in the applicable ORS.
2. Number of subordinates supervised by elected officials
3. Size of Budget administered by each Elected Officer
4. Current wages of Elected Officials
5. All County wage scales
6. Cost of living history
7. Benefit summary
8. Analysis to similar positions in nearby Counties: *Umatilla, Baker, Wasco, Jefferson, Crook*
9. Analysis of the County's payroll for an internal cross-comparison. Elected Officials, Directors, Department Heads, and Next Highest Paid Employee.

Recommendation from the Compensation Board will be brought back to the BOC.

Dear state association executive,

County governments are a leading voice in the intergovernmental partnership with federal lands management agencies. We work with officials from all levels of government, private stakeholders and other interested parties to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations.

Understanding our unique role, Congress has invested record sums in programs to support public lands counties—including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs—in recent years, while also granting new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues. Therefore, the National Association of Counties (NACo) and the Western Interstate Region (WIR) Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing a National Center for Public Lands Counties (The Center).

The Center will weave together the narrative around public lands counties and the national interest in our prosperity by showing how public lands are interconnected with the country's needs. As just one example, a wildfire on federal land near a major water source could jeopardize water quality in a large metropolitan region. The Center will give public lands counties an enhanced opportunity to share these stories with their peers, policymakers, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America. The Center will also utilize digital media, such as podcasts and video interviews, and develop written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit our citizens and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment from state associations representing public lands counties is needed.

NACo staff, state associations of counties executives and county officials set a fundraising goal of \$15 million over the next two years to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course.

We ask that you meet with your members and determine what your state association can pledge as a voluntary contribution to the Center. These funds will be managed under NACo's 501(c)(3) research foundation and will not be used for partisan political purposes.

The Center will be governed by a body consisting of the WIR Executive Committee, the NACo Public Lands Policy Steering Committee Chair and Vice Chairs, the state association executive from the WIR Immediate Past President's home state, and the NACo CEO/ Executive Director. The governing body will meet on a regular basis to provide updates to county officials on the Center's progress and discuss the Center's financial health, research priorities and media efforts.

Should you have any questions, we encourage you to reach out to Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org.

Sincerely,

Matthew D. Chase

CEO/Executive Director

National Association of Counties



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

(For BOC Use)
Item #
9a

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

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

Date submitted to reviewers: 9/29/2022
Requested Agenda Date: 11/2/2022

Price Increase - Three Category D Public Transit Buses

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: Creative Bus Sales
Contractor/Entity Address: 14740 Ramona Ave. Chino, CA. 91710
Effective Dates - From: Through:
Total Contract Amount: Budget Line: 225-3205-5-40-4404
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Kevin Ince - via email 10/7/2022 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):

In July of 2021 Morrow County ordered three (3) Category D Buses (14 passenger) from Creative Bus Sales. These buses are for the new Boardman/Port of Morrow Circular fixed route. Many factors have resulted in the price increase those being chassis delays and cost increases across the board; two model year chassis price increase (2022-2024), a reduction to almost zero of the Ford Government Price Concessions, and several price increases from the factory. Please see attached email and new purchase order for detail.

After speaking with our ODOT Regional Transit Representative we can use our STIF Reserve Project to supplement this price increase. The STIF Reserve balance is \$493,467

Original Purchase Order 7/2021: \$298,839

Updated Purchase Order 9/2022: \$460,910

Difference of \$162,071

To accommodate this price increase an increase of appropriations will be required. Specifically in Fund 216 the appropriations category "Transfers to Other Funds" will need to be increased, and in Fund 225 appropriations category "Capital Outlay". In addition, the budgeted revenue for Fund 225 will be increased to reflect the transfer.

The increase in appropriations will be in the amount of \$45,000 for each of the line items. Due to the timing of the receipt of vehicles purchased in the prior fiscal year (which were budgeted for in the current fiscal year), much of the price increase is already covered with existing appropriations.

2. FISCAL IMPACT:

\$45,000 transferred from 216 to 225 - Vehicle Reserve

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

Motion to approve Resolution No. R-2022-18 increasing appropriations to Fund 225 STF Vehicle Reserve in the amount of \$45,000.

Attach additional background documentation as needed.



Creative Bus Sales

Creative Bus Sales
7197 S Tull Rd
Canby, OR 97013

Phone: 425.609.1500
Fax: 425.609.1501
www.creativebussales.com

Buyer's Order Contract

Date:	September 23, 2022	Unit #(s):	TBD
Customer Name:	Morrow County Transportation - The Loop		
Contact:	Katie Imes	Phone:	541.676.5667
Address:	PO Box 495	Fax:	
City, State, Zip:	Heppner, OR 97836	E-Mail:	kimes@co.morrow.or.us
Sys2K Entity #:		Salesperson:	Ken Jarmer
Ship To Address:	Attn: Katie Imes - Morrow County Transportation - The Loop - 110 N Court St		
Ship To Address Cont'd:	Heppner, OR 97836		
Ship To Phone:	541.676.5667	Ship To Email:	kimes@co.morrow.or.us
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	Starcraft Allstar 22 / Ford E450		
VIN #:			
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	13	Wheelchair Positions:	2
Estimated Delivery Date:	March 31, 2022	Payment Terms:	Per Contract Term
Possession State:	OR	Unit Price	\$ 154,452.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ (600.00)
		Rebates (Taxable)	\$ (1,000.00)
		Doc Prep Fee (Taxable)	\$ -
		Base Selling Price	\$ 152,852.00
		Total Taxable Amount	\$ 148,352.00
		Sales Tax	\$ -
	0.500%	OR - Vehicle Privilege Tax	
		Veh Priv Tax:	\$ 741.76
		Oregon Trip Permit:	\$ 43.00
			\$ -
		DMV Estimated Fees	\$ -
		DMV Electronic Filing Fee	\$ -
		Tire Fee	\$ -
		Fees Sub-Total	\$ 784.76
		Total Price Per Unit	\$ 153,636.76
		Quantity	3
		Contract Total	\$ 460,910.28
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 460,910.28

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales: Ken Jarmer _____

CBS Signature: _____

_____ **9/23/2022**

Katie Imes

From: Ken Jarmer <KenJ@creativebussales.com>
Sent: Friday, September 23, 2022 2:04 PM
To: Katie Imes
Subject: RE: Morrow Cat. D Bus Order
Attachments: Morrow County 3 CAT D New Price.pdf

STOP and VERIFY This message came from outside of Morrow County Gov

Katie,

I apologize for the delay. I'm sorry too for having to present this to you. The price increase on the CAT D buses is significant. This is due to a number of factors resulting from the chassis delays and cost increases across the board; two model year chassis price increases (2022 to 2024), a reduction to almost zero of the Ford Gov't Price Concessions, and several price increases from the factory.

Please review the attached "Buyer's Order Contract". It shows the new price. If you would like to proceed with the order, please sign the contract and return. Or create a new PO using these numbers.

A bit of silver lining, if you will... Your order has not been cancelled like others at the factory. I have asked them for the opportunity to present this re-price to you. Your buses still appear in the Forest River order queue.

I am happy to discuss this with you. Please call if you wish.

Best regards,

Ken

Ken Jarmer | Commercial Bus Sales

Creative Bus Sales Inc.
KenJ@creativebussales.com
Main: 503-226-3493 ext. 314
Direct: 971-220-8481
Cell: 503-936-4320



100% ELECTRIC VAN
Multiple Floorplans Available

E-TRANSIT

IN STOCK NOW!

From: Katie Imes <kimes@co.morrow.or.us>
Sent: Wednesday, September 7, 2022 3:08 PM
To: Ken Jarmer <KenJ@creativebussales.com>
Subject: Morrow Cat. D Bus Order

External Email

Hello Ken,

Roberta Lutcher

From: JONES Angie <Angie.JONES@odot.oregon.gov>
Sent: Tuesday, October 18, 2022 8:45 AM
To: Katie Imes
Cc: Justin Nelson
Subject: RE: Price Increase Supplemental Budget Resolution

STOP and VERIFY This message came from outside of Morrow County Gov

Good Morning Katie,

As to your question about the price increase from Creative Bus Sales being outside of the State Price Agreement. No, it is within the bounds of the SPA. As Arla noted before, vendors are allowed to charge more than the state price agreement when prices increase on chassis, microchips, pretty much everything. This is all due to COVID, and the supply chain shortage.

I hope this is helpful.

Angie Jones, Regional Transit Coordinator, Region 5
ODOT Public Transportation Division

Cell: 971-718-6953
Email: angie.jones@odot.oregon.gov
[PTD Website](#)

The best way to find yourself is to lose yourself in the service of others – Mahatma Gandhi

From: Katie Imes <kimes@co.morrow.or.us>
Sent: Monday, October 17, 2022 11:43 AM
To: JONES Angie <Angie.JONES@odot.oregon.gov>
Cc: Justin Nelson <jnelson@co.morrow.or.us>
Subject: FW: Price Increase Supplemental Budget Resolution

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

Hi Angie,
Our legal counsel has a question below, can you reply?

Thanks,

Katie Imes
Morrow County
Transit Manager
P.O. Box 495

Heppner, Or. 97836
Office: 541-676-5667
Cell: 541-256-6106



"It's Time to Get Going"

From: Justin Nelson <jnelson@co.morrow.or.us>
Sent: Monday, October 17, 2022 11:39 AM
To: Katie Imes <kimes@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: Jim Doherty <jdoherly@co.morrow.or.us>
Subject: RE: Price Increase Supplemental Budget Resolution

Katie,

Thank you.

The hard part with the signed purchase order is that it was between ODOT and the County, not really between the County and the bus company- so not really able to hold the bus company to the price of the bus. It looks like we don't have a way to hold Creative Bus to the actual price we got back from them.

The primary limiting function of having the buses partially paid for with STIF funds are the limitations the grant puts on the funds. As you said, there are state requirements for the bus purchases.

One question that would be good to know from your ODOT contact- is this pricing from Creative Bus Sales still considered a state contract pricing. If these prices are outside of the state contract between ODOT and Creative Bus Sales, then I do not believe we can go forward with this purchase because the pricing is no longer state contract pricing for a vehicle (the car example I gave).

-Justin

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

From: Katie Imes <kimes@co.morrow.or.us>
Sent: Monday, October 17, 2022 11:34 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: Jim Doherty <jdoherly@co.morrow.or.us>
Subject: RE: Price Increase Supplemental Budget Resolution

Hello,
My responses are below in red.

Thanks,

Katie Imes
Morrow County
Transit Manager
P.O. Box 495
Heppner, Or. 97836
Office: 541-676-5667
Cell: 541-256-6106



"It's Time to Get Going"

From: Justin Nelson <jnelson@co.morrow.or.us>
Sent: Monday, October 17, 2022 10:59 AM
To: Katie Imes <kimes@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: Jim Doherty <jdoherly@co.morrow.or.us>
Subject: RE: Price Increase Supplemental Budget Resolution

Katie,

Thank you for sending me the documents and information. Below are my thoughts, but please correct me if any of my assumptions are incorrect:

1. It looks like the County never have a signed contract/agreement with Creative Bus Sales. The only signed document I see is the agreement that was going to be signed by ODOT? Is there any prior signed agreement with Creative Bus Sales? **Attached is the signed PO with ODOT.**
2. While we review 3 quotes for the buses, it looks like the process we were given were already State/ODOT negotiated government rates- is that right? **Yes that's correct.**

If both of these are correct, then it looks like we never had a enforceable agreement with Creative Bus Sales- they just put us on a production list, but we never had a signed agreement with them.

Options:

1. We can go back out for a quotes from the other vendors to see if the government pricing they offered back in July of 21 is still good or at least closer (compared to the \$160,000 increase from Creative Bus Sales). **Yes we can go back out for bid but this could prolong the already slow process of procuring the buses and we would still see the price increase since inflation has effected every manufacturer in the industry. I am looking into one scenario where I may have a vendor that has inventory from 2020/2021, but these buses will most likely not have the all the State requirements for Public Transit Buses, it could be an option if we decide not to go with Creative Bus Sales.**
2. Go forward with the current pricing- but, we would need to determine through ODOT if that is still considered the government contracted rate.
 - a. Example- the county can go and buy a Dodge Challenger from Withnell Dodge at any time, without comparing quotes, so long as we are paying the state government rate for the car- the rate that the state negotiated already. However, we cant go to Withnell Dodge and be told they

don't have any government vehicles in stock, but can sell us another model for \$20,000 more, but it is not a government rate- that would require use to go through the procurement process. **Reminder: these buses are partially funded with a STIF Discretionary Grant #35077 and the Morrow County STIF Plan. These buses are not like ordering a car or a pickup truck, there are only three vendors on the Oregon State Price Agreement which give us limited options.**

The main issue here is making sure that the price increase still falls under the state contract for the pricing. If it is, the new can go forward with the purchase if we would like too. However, I don't see any obligation at this time for either party to be forced to go through with this transaction. It looks like the county is the one in the bind since they are backlogged in production, and if we don't get the bus then someone else will.

I am in the office so feel free to give me a call and we can talk some more.

-Justin

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

From: Katie Imes <kimes@co.morrow.or.us>
Sent: Monday, October 17, 2022 8:30 AM
To: Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>; Jim Doherty <jdoherly@co.morrow.or.us>
Subject: RE: Price Increase Supplemental Budget Resolution

Hello Roberta,
Here are the ACS, the Buyer's Contract, and the email from Creative Bus Sales. Let me know if you need anything else.

Thanks,

Katie Imes
Morrow County
Transit Manager
P.O. Box 495
Heppner, Or. 97836
Office: 541-676-5667
Cell: 541-256-6106



"It's Time to Get Going"

From: Katie Imes
Sent: Tuesday, October 11, 2022 8:43 AM
To: Karen Wolff <kwolff@co.morrow.or.us>; Kevin Ince <kince@co.morrow.or.us>
Subject: RE: Price Increase Supplemental Budget Resolution

Hi Karen,
Here is the ACS with the updated date.

Katie Imes
Morrow County
Transit Manager
P.O. Box 495
Heppner, OR 97836
Office 541-676-5667
Cell 541-256-6106



"It's Time to Get Going"

From: Karen Wolff
Sent: Monday, October 10, 2022 1:57 PM
To: Kevin Ince <kince@co.morrow.or.us>; Katie Imes <kimes@co.morrow.or.us>
Subject: RE: Price Increase Supplemental Budget Resolution

May I change the date on the second page to October 12, 2022?

Karen Wolff
Executive Assistant
Morrow County Board of Commissioners
kwolff@co.morrow.or.us
541-676-5613

From: Kevin Ince <kince@co.morrow.or.us>
Sent: Thursday, October 6, 2022 11:40 AM
To: Katie Imes <kimes@co.morrow.or.us>
Cc: Karen Wolff <kwolff@co.morrow.or.us>
Subject: Price Increase Supplemental Budget Resolution

Katie,

Here is a copy of the supplemental budget resolution to include with you price increase agenda item related to the bus purchases. Because none of the changes in this adjustment change the total appropriations of any fund by 10% or more, there is no public hearing requirement and this supplemental budget may be adopted via approval of this resolution by the BoC.

I would add the following (or something similar) to you cover sheet explaining the budget adjustment:

“To accommodate this price increase and increase of appropriations will be required. Specifically in Fund 216 the appropriations category ‘Transfers to Other Funds’ will need to be increased, and in Fund 225 the appropriations category ‘Capital Outlay’ will need to be increased as well. In addition, the budgeted revenue for Fund 225 will be increased as well to reflect the transfer. The increase in appropriations will be in the amount of \$45,000 for each of the line items listed. Due to the timing of the receipt of vehicles purchased in the prior fiscal year (which were budgeted for in the current fiscal year), much of the price increase is already covered with existing appropriations.”

That is kind of wordy so feel free to shorten it. Let me know if you have any questions, I will be at the BoC meeting and would be happy to address any questions related to this adjustment or resolution.

Kevin C. Ince, CMA
Morrow County Finance Director
Office: (541) 676-5615
Mobile: (541) 256-0871
P.O. Box 867
110 N. Court St.
Heppner, OR 97836
Email: kince@co.morrow.or.us



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

IN THE MATTER OF INCREASING)
 APPROPRIATIONS FOR FISCAL YEAR) RESOLUTION NO. R-2022-18
 BEGINNING JULY 1, 2022)

WHEREAS, Oregon Revised Statutes (ORS Chapter 294), prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.471(1)(b) provides that a county may present a supplemental budget in certain cases, a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period, and that require prompt action; and

WHEREAS, the adjustments made with this supplemental budget are less than 10% of the original budget expenditures.

NOW THEREFORE, be it resolved, the amounts shown adjust appropriations for the fiscal year beginning July 1, 2022:

Supplemental Budget				
	Original Budget	Current Adjustment	Amended FY2022-23 Budget	Total % Change
Fund: 216 Morrow County Public Transportation-Transfer to Other Funds	\$ 563,922	\$ 45,000	\$ 608,922	8.0%
Total Appropriations: Fund 216 Morrow County Public Transportation	\$ 1,612,676	\$ 45,000	\$ 1,657,676	2.8%
Fund: 225 STF Vehicle Reserve-Transfer From Other Funds (Revenue)**	\$ 567,874	\$ 45,000	\$ 612,874	7.9%
Fund: 225 STF Vehicle Reserve-Capital Outlay	\$ 536,874	\$ 45,000	\$ 581,874	8.4%
Total Appropriations: Fund 225 STF Vehicle Reserve	\$ 536,874	\$ 45,000	\$ 581,874	8.4%

**** Transfers From Other Funds (Revenue) is not an appropriation category and is not included in percentage change in appropriations**

Dated this 2nd day of November 2022

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner



Morrow County Sheriff's Office - Monthly Stats 2022

Incident	July	August	Sept	October	Nov	Dec
Alarms	21	9	8	11		
Animal Complaint	38	36	34	28		
Agency Assist	14	21	16	15		
Assaults	4	3	6	2		
Burglary	2	5	5	1		
CHL	34	43	21	17		
Citizen Assist	14	16	14	8		
Civil Service	25	79	55	63		
County Code Calls	3	11	5	0		
Heppner area	0	9	0	0		
Irrigon area	2	1	5	0		
Bdmn area	1	1	0	0		
lone/Lex area	0	0	0	0		
Death Investigation	3	2	1	1		
Disturbance	11	19	17	14		
Dog	65	49	57	64		
Driving Complaints	94	89	85	90		
Drunk/Impaired Driver	1	0	0	1		
EMS	8	16	10	15		
Hit & Run	4	7	3	4		
Juvenile Complaints	8	13	16	15		
Motor Vehicle Crashes	13	11	10	12		
RV Code	0	0	0	0		
Suicidal	9	2	4	10		
Suspicious Activity	23	33	29	46		
Theft	14	17	14	15		
Trespass	11	13	9	9		
Traffic Stops - Cite	80	66	90	30		
Total Traffic Stops	256	228	305	110		
UUMV-Stolen vehicle	2	1	4	3		
Welfare Check	24	17	12	11		
Totals	781	806	830	595		
Other Misc. Incidents	676	765	656	726		
Total # of Incidents	1457	1571	1486	1321		
Felony Arrests	13	7	2	8		
Total # of Arrests	37	23	18	24		
Total # M-110 Citations	0	0	0	0		



Finance Department

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

Kevin Ince
Finance Director
kince@co.morrow.or.us

TO: Board of Commissioners
FROM: Kevin C. Ince, Finance Director
Date: July 1, 2022 – October 31, 2022
SUBJECT: Finance Department Quarterly Report

The time period for this Finance Department Quarterly report extends a little farther than just the prior quarter since a report was not submitted for the previous quarter.

I. General

General activities in the Finance Department for this quarter were primarily focused on staffing (including onboarding and training), fiscal year end closing activities for Fiscal Year 2021-2022, completion and finalization of Budget tasks for Fiscal Year 2022-2023, review and standardization of departmental processes task assignments, and development of priorities for Fiscal Year 2022-2023 and beyond.

Finance Department Staffing

In addition to myself in a new role as the Finance Director, we have also filled the vacant position of Financial Analyst with the promotion of Sabrina Bailey-Cave from her previous role as the Accounting Clerk. We also backfilled her prior position as the Accounting Clerk with the hiring of Kelsey Crocker.

Having gone an extended period of time with only a single employee in the department and then to a fully staffed department with all members in new roles. A significant amount of time has been spent on training, development and knowledge transfer. In addition, due to a general lack of documentation regarding standard process and regular recurring duties (outside of the Accounts Payable function), a great deal of time has been spent on the identification, and reassignment of regular recurring duties for all of the positions in the department.

Fiscal Year 2021-2022 Closing Activities

The closeout activities for Fiscal Year 2021-22 was completed by the end of September. Fiscal Year end activities include:

- Completion of 2nd, 3rd, and 4th quarter interfund transfers per the transfer schedule approved in the FY2021-22 Budget.
- Internal audit and review of fund trial balances to identify any errors or corrections to posted transactions that are required as well as the adjustment thereof.
- Identification and posting of year end revenue and expenditure accruals to ensure transactions are posted in the appropriate fiscal year.
- Reconciliation of all capital outlay expenditures with capital projects and acquisitions for the entire fiscal year.
- Creation and recording of fixed assets acquired or constructed and placed into service prior to the fiscal Year End (note that this was a very significant undertaking

as there were no fixed assets created and no periodic reconciliations of capital outlay completed during the entire fiscal year)

- Calculation and recording of fixed asset depreciation for the fiscal year for use in the government-wide financial statements.
- Reconciliation of major funds and selected special revenue funds.

Once these activities are completed, the fiscal year is closed out in our general ledger system and is rolled to the next fiscal year. From that point forward, no other transactions will be posted into the prior fiscal year unless it is an item identified or agreed to with our Auditors.

Fiscal Year 2022-2023 Budget Tasks

The budget for Fiscal Year 2022-23 was approved and adopted by the Board of Commissioners on June 29th, 2022.

Following this action, there were two additional activities required to finalize the budget for the fiscal year. First, was the filing of from 'LB-50 Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment, or Charge on Property' with the County Assessor's office. Second was the compilation for the final budget book, with all budget materials and supporting documentation, filing it with the County Clerk's office and publication on our website.

II. 'In Progress' Projects & Significant Activities

There are a number of project type activities that are currently in progress within the Finance Department that were identified and started throughout the quarter. The details of the specific projects and significant activities are provided below.

Fiscal Year 2021-2022 Financial Audit:

Status: ON TRACK

We engaged with Barnett and Moro for Financial Audit services for the fiscal year ending on June 30, 2022. The audit team, led by Cameron Anderson, CPA, completed have completed both their preliminary on-site work as well as their complete (on site) audit field work. We have been able to provide all requested documentation and supporting materials on time and in line with our Auditors schedule of requests. As of the time of completing this updated, there have not been any significant issues or concerns brought to my attention regarding the process or materials that have been reviewed thus far. Cameron has indicated that the Audit Exit Meeting will occur in November with the completion of the audit by the end of the calendar year.

OpenGov Re-Implementation:

Status: BEHIND SCHEDULE

One of the projects that was started during the quarter was the completion of the OpenGov implementation so that the County and its staff can take full advantage of the features and functionality that it can provide. However, it was determined that the implementation could not be completed due to the structure and organization of Morrow County's General Ledger Chart of Accounts. Initially this was thought to only affect the payroll and benefit related accounts, however, as a plan was developed to begin addressing the issue we concluded that these issues were present throughout the entire chart of accounts. In order to complete the OpenGov implementation, a complete rebuild and restructuring of Morrow County's entire chart of accounts is required and is underway. It is important to note, though, that although the OpenGov implementation was the impetus for this project, the restructuring and reorganization of our chart of accounts will also bring us in line with accounting 'best practices' and will significantly reduce the complexity, and the administrative challenges that exist today.

As of this update, the construction of the new chart of accounts along with the mapping of the old-to-new accounts is 95% complete. Upon completion, the updated chart of accounts will be provided to OpenGov to begin their reimplementation of the system. While that is being completed, the Finance team will be building that same chart of accounts in our general ledger system (InCode).

Communications to Department Heads regarding all of the details of the changes and new chart of accounts will be provide in the coming weeks. The construction and mapping of the new chart of accounts has taken significantly longer than initially expected. This is due to the number of current accounts that must be reviewed and converted (that number is in excess of 6,000). We are currently 2 weeks behind on this project, however, I anticipate that we will still meet the goal of having it completed by the end of December.

Project & Grant Accounting

Status: ON TRACK

This project will run concurrent with the OpenGov reimplementation. In order to facilitate the rebuild (and consolidation) of our chart of accounts, we will be taking advantage of some functionality in our accounting system (InCode) that is not currently in use. The Project Accounting features will enable us to track additional details related to specific project and/or grant agreement revenue and expenditures. This functionality will also allow us to track both revenues and expenditures across multiple fiscal years. This will not only allow us to have better visibility and tracking of project and grant transactions but allow us to do so with fewer general ledger accounts. Once configured, communications and training will be made to anybody affected by the resulting process changes.

Procurement: Amazon Business Account

Status: ON TRACK

As a county, there are a significant number of purchases that occur with county credit cards on Amazon.com. While it is understood that we prefer to conduct business locally, often times, the pricing and availability from Amazon provide significant benefits for the purchase of some supplies and goods.

We have been working with the Amazon Business group and have moved forward with the creation of the Morrow County business account. The business account will be structured much like our office supply accounts where individuals with the need to purchase goods will have a unique login under the Morrow County Account which will be administered by the Finance team. Some of the benefits that we will realize are:

- 45-day payment terms and pay by invoice which will result in fewer credit card transactions
- Additional 7-10% discounts on Amazon Business items
- Better visibility and transparency into purchases through the administration portal as well as the ability to manage purchase and/or transaction limits to ensure compliance with our procurement policies.
- Ability to leverage the Amazon Business team to facilitate with sourcing and obtaining pricing comparisons for large or bulk purchases.
- Reduce or eliminate shipping costs for many purchases

We have just finished setting up the account with Amazon business and are in the process of configuring our users. Once this is complete, we will schedule a meeting with users to train them on the specifics.

Financial Policy Updates: Credit Cards

Status: Pending BoC Approval

We have drafted a new credit card policy with the intention of restructuring the Morrow County Credit Card program to increase transparency and level of internal control to ensure that we are safeguarding county funds. A work session was held on October 26, 2022. Feedback from that work session has been incorporated into the draft and a final version will be submitted to the Board of Commissioners meeting on November 9, 2022 for approval.

Financial Policy Updates: Grant Writing

Status: BEHIND SCHEDULE

We have prepared a recommendation and supporting materials regarding a policy for utilization of consultants for grant writing purposes. This recommendation was developed in a team with the members of the Grant Writing Contractor selection team. Once approved by the Board of Commissioners, we can move forward with the execution of contracts with the selected consultants and work will begin to incorporate the processes into Morrow County's Procurement Policy.