

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 5, 2023 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

*Zoom Meeting Information on Page 2*

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
  2. **City/Citizen Comments**
  3. **Open Agenda:** The Board may introduce subjects not on the agenda
  4. **Consent Agenda**
    - a. Engineering Consulting Services Agreement with Century West Engineering for the Lexington Airport Taxiway D Reconstruction Project
    - b. Intergovernmental Agreement with Umatilla County, Nurse Family Partnership
    - c. Amendment 1 to Oregon Department of Transportation (ODOT) Grant Agreement #35352 – Rural Veterans Healthcare Transportation Program
    - d. ODOT Agreement #35429, Administration and Mobility Management
    - e. ODOT Agreement #35480, Purchased Services, Mobility Management and Preventive Maintenance
    - f. ODOT Agreement #35597, Boardman-Port of Morrow Circular Operations
    - g. ODOT Agreement #35598, Heppner-Boardman Connector Operations
  5. **Business Items**
    - a. Project Updates (Kalie Davis, Manager, External Affairs, AWS Infrastructure Global Expansion)
    - b. Award Request for Proposals, Heritage Trail Interpretive Panel Project (Tamra Mabbott)
    - c. ODOT Compliance Review Findings – Morrow County Public Transit/The Loop (Benjamin Tucker)
    - d. Reporting Structure Change for Emergency Manager Position (Lindsay Grogan)
    - e. Review County Promotion Policy (Lindsay Grogan)
    - f. Circuit Court Building Space Needs Analysis & Request for Proposals (Chair Sykes & Roberta Vanderwall)
  6. **Department Reports**
    - a. Fair Office Quarterly Report (Sue Gibbs)
    - b. Sheriff's Office Monthly Report (Melissa Camarillo)
    - c. Road Department Monthly Report (Mike Haugen)
    - d. Human Resources Quarterly Report (Lindsay Grogan)
    - e. Public Health Quarterly Report (Robin Canaday)
    - f. District Attorney Quarterly Report (Justin Nelson)
  7. **Legislative Updates**
  8. **Correspondence**
  9. **Commissioner Reports**
  10. **Executive Session:** Pursuant to ORS 192.660 (2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
  11. **Potential decision/action item as a result of the Executive Session**
  12. **Signing of documents**
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### 13. Adjournment

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

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

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

#### **Zoom Meeting Information**

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

Password: 97836

Meeting ID: 541-676-2546

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

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

#### **Zoom Specific Notes:**

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
  - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
  - If you need further assistance, please contact Justin Nelson at [jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

(For BOC Use)

Item #

4a

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: Lexington Airport  
Short Title of Agenda Item: **Agreement and Authorization for Engineering Consulting Services**  
(No acronyms please)

Date submitted to reviewers: 06/26/2023  
Requested Agenda Date: 07/05/2023

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

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

Contractor/Entity: **Century West Engineering**  
 Contractor/Entity Address: **Bend Office 1020 SW Emkay Drive, Suite 100 Bend, OR 97702**  
 Effective Dates – From: **07/01/2023**                                      Through: **06/30/2024**  
 Total Contract Amount: **\$271,806**                                      Budget Line: **Expenditure 205-250-5-40-9050**  
 Does the contract amount exceed \$5,000?    Yes    No

Reviewed By:

Eric Imes	06/27/2023 <small>DATE</small>	Department Director	Required for all BOC meetings
		County Administrator	Required for all BOC meetings
Justin Nelson	06/27/2023 <small>DATE</small>	County Counsel	*Required for all legal documents
Kevin Ince	06/27/2023 <small>DATE</small>	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

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

The Aviation entitlement funds are available through the Federal Aviation program. This is for the Taxiway D portion of the project at the airport, We had approved the two Grants from Federal Aviation and approved the Critical Oregon Airport Relief (COAR) This is simply the Scope and Work that Century West Engineering gives their cost for the review and the administration of the program and Grants, This amount is a full reimbursable item through the FAA Grant program and part of the total project cost.

## 2. FISCAL IMPACT:

Capital Outlay Construction funds 205-250-5-40-9050

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

Motion to have Chair David Sykes sign the Agreement and Authorization for Engineering Consulting Services.

Attach additional background documentation as needed.



**AGREEMENT AND AUTHORIZATION FOR  
ENGINEERING CONSULTING SERVICES**

By this Agreement, effective \_\_\_\_\_, Morrow County (Client) authorizes Century West Engineering Corporation (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in the Master Agreement dated May 22, 2019, the *ENGINEERING CONSULTING TERMS AND CONDITIONS*, and the following additional attachments: FAA Required Contract Provisions.

**Project:** Lexington Airport Taxiway D Reconstruction (Construction)  
**Project No.:** 12414.007.02  
**Scope of Services:** See attached.

**Opinion of Probable Cost:**

**\$271,806**

**Time and Materials not to exceed specified amount without prior authorization by Client.**

**Morrow County**

**Century West Engineering Corporation**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

## ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

**1. SERVICES:** Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

**2. TIMES OF PAYMENTS:** Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

**3. OPINIONS OF COST:** Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

**4. CLIENT-PROVIDED INFORMATION:** Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

**5. STANDARD OF PERFORMANCE:** Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

**6. ACCESS, APPROVALS, PERMITS:** Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

**7. REUSE OF DOCUMENTS:** All documents, including computer files,

drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

**8. ASBESTOS/PCBs:** All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

**9. SUBMITTAL REVIEW:** Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

**10. ENGINEER AT CONSTRUCTION SITE:** The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

#### **11. INDEMNIFICATION AND INSURANCE:**

(a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..

(b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

(c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

(d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

(e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

**12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.**

**13. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

**14. SUCCESSORS AND ASSIGNS:** Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

#### **15. MISCELLANEOUS:**

(a) This Agreement shall be governed by the laws of the State of Oregon.

(b) Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

(c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

(d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

(f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.



## Scope of Work

### Construction Management and Project Closeout Services Lexington Airport Taxiway D Reconstruction

**Rev 0 – February 1, 2023**

**Rev 1 – February 8, 2023**

#### GENERAL

The Lexington Airport (9S9) is owned and operated by Morrow County (OWNER). Morrow County has contracted with Century West Engineering (Consultant/Engineer) for Construction Management, and Project Closeout services related to the Taxiway D Reconstruction Project. The project design is currently in process under a separate contract, and bids are expected to be opened in March 2023. Construction is planned for summer of 2023. See attached **Exhibit 1** for a project overview.

The project area encompasses approximately 4,650 SY of full-depth reconstruction of Taxiway D and adjacent apron. The Contractor will be allowed 65 consecutive calendar days to complete the work. The Engineer will perform full-time inspection during all phases of construction.

The construction improvements associated with this project include:

1. Reconstruction of existing Taxiway D and adjacent Apron (~4,650 SY);
2. Construction of pavement underdrains for the taxiway and apron;
3. Installation of elevated reflectors for the taxiway and apron with an additive alternate to install elevated reflectors on the remaining taxiway system;
4. Installation of pavement markings for the taxiway and apron;
5. Construction of miscellaneous drainage structures and pipe to adequately drain the site; and
6. Miscellaneous site grading and seeding to accommodate the work.

The project bid schedule will be prepared as a Base Bid with an Additive Alternate, so the work to be constructed can be matched with available project funding.

Design and bidding services were included in a previous agreement and are not included in this agreement.



No upgrades and minimal impacts are anticipated to the existing electrical system that provides power to the existing fueling station.

This scope of work details activities and work elements needed to perform construction management and project closeout services for the work. Services to be performed are as follows:

## **PHASE I – CONSTRUCTION MANAGEMENT AND PROJECT CLOSEOUT SERVICES**

### **TASK 1 – ADMINISTRATION AND COORDINATION**

The project is funded by both AIP and BIL grants, therefore two grants will be managed for this work. Heretofore referred to as “both grants”.

1. Finalize work scope, fee estimate, and negotiate contract with the OWNER.
2. Provide a detailed scope of work and figures without costs to OWNER for obtaining an independent fee estimate (IFE) by a separate Engineer.
3. Provide OWNER with Record of Negotiations documentation template. OWNER will prepare and submit Record of Negotiations documentation for FAA review.
4. Carry out project administration including, but not limited to monitoring construction management and project schedules, coordination of project with the OWNER, monitoring and reporting technical and budget issues to the OWNER, preparation of monthly contractor invoices for submittal to the OWNER. Assume 4 hours per month over a non-consecutive 12-month period for construction administration and project closeout.
5. Coordinate project team and sub-consultant(s).
6. Provide a project schedule to the OWNER and FAA. Up to 3 revisions are anticipated.
7. Assist the OWNER in the administration and reporting for annual FAA reports and/or other funding programs and development of overall program costs. Annual FAA reports are anticipated to be required for up to two fiscal years (FY23 and FY24) for both grants.

8. Prepare and submit up to 12 FAA Quarterly Performance Reports via email to the FAA Project Manager (FY23 – Q3 & Q4 and FY24 – Q1, Q2, Q3, & Q4) for both grants.
9. Attend up to 3 Airport/Board of County Commissioner meetings at the Airport during the duration of the contract to provide Airport personnel and management project updates and status reports. The Project Manager and Senior Project Engineer will attend the meetings.
10. Revise DBE Goal for FY24-FY26. Subtasks include the following:
  - Prepare Draft DBE goal calculation. 1 hard copy will be mailed to the OWNER for viewing during the 30-day public review period. The Consultant will provide a Notice of Availability to be posted on the OWNER's website during the Public Review period and in the Newspaper of Record. The OWNER will pay the cost for advertising the Notice of Availability in the Newspaper of Record.
  - Engineer will coordinate with minority, women's and general contractor groups, and community organizations who can share information on the availability of DBEs in the area, per Department of Transportation DBE Program – 49 CFR Part 26. Engineer will coordinate with the Business Oregon website (<https://www.oregon.gov/biz/Pages/default.aspx>) to identify potential interested DBE general contractor groups in the area. A conference call will be held with, interested parties, Engineer, and the County to discuss the DBE goal calculation and process and request feedback. Comments received will be incorporated into the Final DBE Plan.
  - Prepare Final Draft DBE Goal for FAA review. It is anticipated up to two revisions to the Final Draft will be required incorporating FAA comments.

### Task 1 Summary

Anticipated Schedule: February 2023 – December 2024

Deliverables:

- Scope and Fee (PDF)
- IFE Spreadsheet (Excel)
- Project Schedule (PDF)
- Quarterly Performance Reports (PDF) both Grants

Exclusions:

- No Predesign Conference call will be held. A Predesign Conference Call was held for the design phase of the project.

### **TASK 2 – CONSTRUCTION MANAGEMENT**

1. Coordinate and facilitate the development of the final contract with the Contractor on behalf of the OWNER. Engineer will prepare final contract forms, bond forms and insurance certificates for Contractor and OWNER execution.
2. Organize, conduct and attend a Pre-construction Conference for the work at the Airport. The Project Manager and Resident Engineer will attend the meeting. Prepare an agenda and meeting notes for the meeting.
3. Prepare and submit weekly inspection reports to the FAA and the OWNER. Up to 10 weekly reports are anticipated.
4. Provide on-site observation during the project construction period. On-site activities include observing and reviewing Contractor work for conformance with the contract documents, making field measurements, preparation of inspection reports, photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, and field verification of construction quantities for pay requests.

Activities related to this task are expected to occur over 65 calendar days. Century West will assign a staff member to the site during construction for this task. Full-time, on-site inspection is assumed to include 60 hours per week on site, plus travel time for up to 10 round trips from the Engineer's Bend, OR office. 50 days are estimated for lodging during construction. Due to the Airport's remote location, it is anticipated that the inspector may need to travel up to 80 miles per day (roundtrip) for lodging and on-site driving.

The actual amount of time needed for on-site observation will be dependent on the Contractor's work plan and schedule. The OWNER and Engineer agree to adjust this level of effort, if necessary, due to a Contractor schedule that requires more observation than the assumed allowances.

5. Provide off-site Engineering support to resolve and coordinate technical issues beyond the capability of what can be prepared or addressed in the field. Activities related to this task are expected to occur over a 10-week period, with an allowance of 16 hours per week assumed for this effort.
6. Provide Project Manager coordination of the Resident Engineer, off-site engineering support staff, and subconsultants. The Project Manager's effort is assumed to be performed off-site and include 16 hours/week over a 10-week period.
7. Conduct weekly construction coordination meetings with the Contractor and the OWNER (up to 10 anticipated) at the Airport. The Project Manager will attend the meetings. The Resident Engineer's time for this task is included in Task 2.4 and not accounted for in this task. Prepare an agenda and meeting minutes for each meeting.
8. Review Contractor-provided submittals and shop drawings.
9. Answer questions (RFIs), provide clarifications, and prepare change orders, as needed. Activities related to this task are expected to occur of a 10-week period, and an allowance of 4 hours per week is assumed for this effort.
10. Coordinate required closures and Notice(s) to Airmen ("NOTAM's") with the OWNER, users, and tenants.
11. Prepare and confirm monthly construction payment estimates and submit those estimates to the OWNER. Up to 3 monthly pay requests are anticipated.
12. Provide invoicing direction to OWNER regarding breakdown of billing percentage by grant (two grants).
13. Review Contractor payroll records, and coordinate and reconcile with the Contractor on any issues. This task is anticipated to occur over 10 weeks and an allowance of 4 hours per week is assumed for this effort.

14. Conduct quality assurance testing. Provide testing personnel and equipment necessary to perform quality assurance testing, including:
- Asphalt paving testing to FAA (P-403 specifications) requirements.
  - Asphalt testing is based on one mobilization for the work and estimated asphalt tonnage is approximately 875 tons;
  - These assumptions form the basis for materials testing on the project. Actual effort may vary depending on how the construction work is phased and executed. Additional testing, if required, will be conducted as extra work under an amendment of this scope if necessary.
15. Conduct an inspection at substantial completion with the OWNER, and Contractor. Project Manager and Resident Engineer will attend. The Resident Engineer's time for this task is included in Task 2.4 and not accounted for in this task.
16. Prepare punch list for the work and submit to the Contractor.
17. Conduct a final inspection once all punch list items are complete. 1 site visit by the Project Manager is allocated.
18. Conduct a warranty inspection approximately 11 months after project final acceptance to address any warranty items to be addressed by the Contractor under the 1-year warranty period. 1 site visit by the Project Manager is allocated.

### Task 2 Summary

Anticipated Schedule: June 2023 – October 2024

#### Exclusions

- Because the pavement section value estimate is less than \$500,000, the project does not require the preparation of a Construction Management Program per AC 150/5370-12B.

### **TASK 3 – PROJECT CLOSEOUT SERVICES**

1. Prepare update markups for Form 5010 information and submit to FAA.
2. Prepare a final Construction Report for both FAA grants (one closeout report total) in accordance ANM-620-05, Standard Handout for Final Reports available at:

[https://www.faa.gov/airports/northwest\\_mountain/engineering/construction\\_resources](https://www.faa.gov/airports/northwest_mountain/engineering/construction_resources)

Prepare administrative FAA forms and project close out documentation including:

- Draft final Delphi spreadsheet with backup invoices (both grants)
  - Draft final SF425 (both grants)
  - Draft final SF271 (both grants)
3. Assist the OWNER with the A-133 annual audit including finding appropriate project files and answering questions, as required.
  4. Provide record drawings (25 sheets) and as constructed information to OWNER in hardcopy (11"x17") and electronic format (AutoCad and PDF).
  5. Update the Airport Layout Plan Sheets with "as-constructed" information. Provide hardcopy and CAD copies to OWNER. Anticipated ALP sheet updates include the following:
    - Sheet 3 – Airport Layout Plan

Up to 2 revisions are anticipated. Three full-size, signed copies shall be submitted to FAA for signature.

6. Complete the Annual Uniform DBE Report and submit via online FAA Civil Rights portal. Up to 2 submittals are anticipated for FY23 and FY24.

#### Task 3 Summary

##### Deliverables:

- Final Construction Report (PDF)
- Record Drawings (PDF and CAD)
- ALP Update Sheet 3 (Paper Copy, PDF, and CAD)

Anticipated Schedule: October 2023 – December 2024



## **ASSUMPTIONS/EXCLUSIONS**

- No environmental work is included. A 1200-C form was prepared under a separate agreement and will be included in the Contract Documents.
- No Airport GIS (AGIS) work is included in this scope. If it is determined that AGIS is required, a separate agreement will be negotiated to incorporate the work.

## **PROJECT SCHEDULE**

The general anticipated project schedule is as follows:

- March 2023 – Bid Opening
- Summer/Fall 2023 – FAA Grant Award, Execute Contract with Contractor, Submittal Review
- Summer/Fall 2023 – Construction
- September-December 2024 – Project Closeout

## **END SCOPE OF WORK**



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

(For BOC Use)  
 Item #  
 4b

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

Presenter at BOC: Robin Canaday  
 Department: Public Health  
 Short Title of Agenda Item:  
(No acronyms please)

Date submitted to reviewers: 6/6/2023  
 Requested Agenda Date: 6/21/2023

IGA for Nurse Family Partnership between Umatilla County Health Department and Morrow County Public Health

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

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

N/A

**Purchase Pre-Authorizations, Contracts & Agreements**

Contractor/Entity: Nurse Family Partnership Program/Umatilla County Health Department  
 Contractor/Entity Address: 180 NE 2nd St. Hermiston, OR 97838  
 Effective Dates – From: 7/1/2022 Through: 06/30/2027  
 Total Contract Amount: Budget Line:  
 Does the contract amount exceed \$5,000?  Yes  No

Reviewed By:

<u>Robin Canaday</u>	<u>6/6/2023</u>	Department Director	Required for all BOC meetings
_____	DATE	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Public Health has this MOU with Umatilla County for Nurse Family Partnership Home visiting Program which is in need of updated signature from Morrow County Board of Commissioners. The new MOU took effect on July 1 of 2022. We continue to provide this service to Morrow County residents on a limited basis as we are still trying to hire a home visiting RN.

## **2. FISCAL IMPACT:**

Subject to annual appropriation of funds

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

Signature from Commissioner Chair for Agreement with Umatilla County

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT**  
**Nurse Family Partnership**  
between the  
**UMATILLA COUNTY HEALTH DEPARTMENT and**  
**MORROW COUNTY PUBLIC HEALTH**

**PURPOSE**

The purpose of this agreement is to formalize the partnership between the Umatilla County Health Department (UCo Health) and Morrow County Public Health (MCPH) in implementing the Nurse-Family Partnership Program (NFP). It is understood that, MCPH will hire and employ a 0.5 FTE Nurse Home Visitor (NHV) to be supervised by UCo Health Maternal Child Health Program Manager to provide NFP home visiting services throughout Morrow and Umatilla Counties.

The UCo Health's mission is to promote, preserve and protect the health of the community. The MCPH's mission is to work for a healthier Morrow County by providing professional and confidential public health services, resources, and information. Through evidence-based practice, policy development, and implementation, they encourage and empower individuals to make healthy life choices.

ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

This agreement is hereby made and entered into between the UCo Health and MCPH hereafter referred to as "parties." The purpose of this document is to serve as a specific agreement between the two parties in their work together through a cooperative agreement with Nurse-Family Partnership, a Colorado nonprofit corporation, including roles, responsibilities, and expectations.

This agreement is entered into voluntarily by the parties.

**AGREEMENT**

The parties agree to communicate, coordinate, and collaborate on services and/or activities related to the development and implementation of the NFP and Maternal Child Health programs.

- MCPH is to
  - Hire and retain qualified NHV and provide support in accordance with Appendix A
- UCo Health is to:
  - Provide supervision and support as in accordance with Appendix A.

**OBJECTIVES**

The Parties understand and agree that Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

**HOLD HARMLESS**

Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.

**TERM**

This agreement shall be effective July 1, 2022 and may be terminated by either party upon thirty (30) days' written notice to the other party.

**NON-APPROPRIATION**

Funding for this agreement is on a fiscal year basis and is subject to annual appropriation of funds.

**MORROW COUNTY**

Name: \_\_\_\_\_

Title: Chair, Board of Commissioner

Signature: \_\_\_\_\_

Date:

**UMATILLA COUNTY**

Name: Dan Dorrان

Title: Chair, Board of Commissioners

Signature: \_\_\_\_\_

Date:

APPENDIX A

<b>Task</b>	<b>Roles</b>			
<b>Communication</b>	Admin M	Admin U	NFP Sup.	PHN
Quarterly Admin/Supervisor meeting in person	X	X	X	
Weekly Nurse/Administrative Assistant Updates			X	X
Community "face" of NFP--answer community questions, network with other home visiting programs			X	
<b>Data</b>	Admin M	Admin U	NFP Sup.	PHN
Generate Monthly, Quarterly, Annual MIECHV Report			X	
Generate Supervisor ETO Reports on monthly basis and utilize in nurse practice improvement			X	
Provide program wide reports as requested based on Flo data			X	
Review of Quarterly Data Reports (MIECHV, ETO)	X	X	X	
<b>Fidelity</b>	Admin M	Admin U	NFP Sup.	PHN
Policies and procedures- County internal policies pertinent to position.	x	x	x	
CAB meetings – Meeting announcements, agenda, coordination of time and place, facilitation			x	
Joint Observation Visits- Nurse Supervisor joins NFP nurse on HV quarterly and as needed			x	x
NFP Fidelity measures – model elements			x	x
NFP incentives--deciding what to utilize			x	x
NFP Orientation-developing timeline and staff support			x	
Program Assurances			x	
Quality assurance with NFP tools			x	
Reflective Practice Support- weekly between Sup and PHN			x	x
Developing charting rubrics and training staff			x	
Connection to a supportive team			x	x
Team meetings/Case Conferencing- held 2x month			x	x
<b>Productivity</b>	Admin M	Admin U	NFP Sup.	PHN
Caseload and Productivity, QA: Productivity and caseload report is run monthly and reviewed with PHN; the report is reported out to Admin. quarterly.	x	x	x	x

Notification for sick leave/vacation/other leaves: PHN reports to NFP supervisor and local county contact.	x	x	x	x
Referral System: -each county is responsible to build their internal and external system of referrals into the program	x	x	x	x
Triage and Enrollment: -NFP Supervisor will determine a system for triaging referrals and assigning cases. -PHN will enroll assigned cases			x	x
Employee Evaluations: each county is responsible for evaluating their own staff by whatever internal process is the norm; Supervisor will provide input	x	x	x	x
Providing Administrative Staff to Support PHN/NFP Sup(Flo data entry)—0.5 FTE is provided by Umatilla County for PHN and NFP Supervisor support; that position is supervised by the NFP supervisor	x	x	x	
Billing—Each county is responsible for billing their own clients. In both counties, the PHN determines which visits will be billed and fills out the correct forms, to submit to the designated billing personnel. The NFP Supervisor assists PHNs to bill with fidelity.			X	X
Chart Audits Quarterly			X	X
<b>Sustainability</b>	Admin M	Admin U	NFP Sup.	PHN
Advocate for Funding/Resources for NFP in your local community and in the State	x	x	x	
CAB - Recruit and retain membership from each county; meetings should be held quarterly; NFP Supervisor represents	x	x	x	
Outreach in community (Marketing program) Goal: to assist in making NFP highly visible and valued program in the agency and community. Each role is to network with their circle of influence to represent the program once having received training in Denver.	x	x	x	x
<b>Personnel Management</b>	Admin M	Admin U	NFP Sup	PHN
Attainment/Recruitment/Hire: Each admin follows internal policy; NFP Supervisor will review candidate applications, and participate in interviewing, hiring process for PHN openings; These are collaborative efforts.	X	X	X	
Discipline/Probation/Dismissal: Each admin follows internal policy; NFP Supervisor will approach the	x	X	x	x

correct admin to inform and seek/provide support; HR will be involved as needed. These processes will occur with collaboration as well.				
Employee Evaluations: each county is responsible for evaluating their own staff by whatever internal process is the norm; Supervisor will provide input	x	x	x	x
Notification for sick leave/vacation/other leaves: PHN reports to NFP supervisor and local county contact.	x	x	x	x
Union Communication: Each admin follows internal county policy; NFP Supervisor will contribute as needed.	X	X		
<b>Financials To Take Effect July 1<sup>st</sup>, 2018 Umatilla to Invoice Morrow Quarterly</b>		Umatilla County	Morrow County	
*Salary and Benefits *Phone *Computer *Office Space and access to office supplies *Car Maintenance, gas, repair	<b>Each County Pays for Associated Costs with their NHVs</b>			
*Billing Process Creation/billing county match--each county bills separately and funds return to that county	X		X	
*Trainings (fees, lodging, transit, per-diem)	X (repaid by grant)			
*Charting forms, binders, photocopies, etc.	X (repaid by grant)			
*Admin Assistant Support for creating charting packets	X (repaid by grant)			
*Admin Assistant for Flo data entry	X (repaid by grant)			
*Client Incentives	X (repaid by grant)			
<b>Shared Expenses (proposed cost split)</b>	Umatilla %	Morrow %		
NSO Annual Fee**	100 % (reimbursed by MIECHV)			
Supervisor Salary/Benefits (0.5 FTE)	100 % (reimbursed by MIECHV)			

<p>Travel Expenses (fees, lodging, transit, per-diem) for Supervisor training, community of practice, etc.</p>	<p>100 % (reimbursed by MIECHV)</p>	<p>Morrow will be reimbursed for the cost of travel related to preapproved, NFP required training. Preapproval for training related costs is given by Umatilla County Supervisor and/or Administrator. Morrow will submit for reimbursement via an invoice sent to Umatilla County.</p>
<p>Admin Support to NFP Supervisor 2hrs/week</p>	<p>100 % (reimbursed by MIECHV)</p>	



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: Benjamin Tucker
Department: The Loop- Public Transit
Short Title of Agenda Item: Amendment 1 to grant 35352 RVHT grant
(No acronyms please)

Date submitted to reviewers: 6/29/2023
Requested Agenda Date: 7/05/2023

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: ODOT Public Transportation Division
Contractor/Entity Address: 555 13TH ST NESalem, OR 97301
Effective Dates - From: 6/30/2023 Through: 9/30/2023
Total Contract Amount: 47,500 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is to amend the original agreement 35352 to extend the length of time from 6/30/2023 to 9/30/2023 it also allocates the amount from the original grant amount from 55,000.00 to 47,500.00 for the remaining length of the grant.

## 2. FISCAL IMPACT:

47,500.00

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

Motion to approve and sign amendment 1 to grant 35352.

Attach additional background documentation as needed.

AMENDMENT NUMBER 1  
ODOT GRANT AGREEMENT NO. 35352  
Morrow County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Morrow County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 7, 2022**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period and decrease the grant amount.

**Page 1, Agreement, Paragraph 1, which reads:**

1. **Effective Date.** This Agreement shall become effective on the later of **February 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

1. **Effective Date.** This Agreement shall become effective on the later of **February 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **September 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

**Page 1, Agreement, Paragraph 3, which reads:**

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$55,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$55,000.00** in Grant Funds for eligible costs described in Section 6 hereof.  
(Current amounts)

**Shall be deleted in its entirety and replaced with the following:**

**Project Cost; Grant Funds.** The total project cost is estimated at **\$47,500.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$47,500.00** in Grant Funds for eligible costs described in Section 6 hereof.

**Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**

**Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."**

Morrow County/State of Oregon  
Agreement No. 35352

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**SIGNATURE PAGE TO FOLLOW**

**Morrow County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)  
Name David Sykes, Chair  
Board of Commissioners  
(printed)

Date July 5, 2023

By \_\_\_\_\_  
Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date July 5, 2023

**Recipient Contact:**

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

**State Contact:**

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

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

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**Revised Exhibit A  
 Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: Morrow County 35352</b>				
<b>P-21-1815-01 Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$37,500.00	\$37,500.00	\$0.00	
<b>P-21-1815-02 Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$10,000.00	\$10,000.00	\$0.00	
<b>Sub Total</b>	\$47,500.00	\$47,500.00	\$0.00	
<b>Grand Total</b>	<b>\$47,500.00</b>	<b>\$47,500.00</b>	<b>\$0.00</b>	

**1. BACKGROUND**

*The Rural Veterans Healthcare Transportation (RVHT) Grant Program was created through a partnership with Oregon Department of Veterans' Affairs (ODVA). RVHT provides free rides to veterans residing in rural areas who are seeking access to healthcare and health related goods and services. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of RVHT and its associated reporting requirements.*

**2. PROJECT DESCRIPTION**

*Provides up to \$37,500 of Operations funding for Recipient to provide health care access services to rural veterans in and around the communities of Morrow County, Oregon and for out-of-market care best delivered by the Morrow County Public Transportation program, in communities such as Portland, Oregon; Walla Walla and Vancouver, Washington; and Boise, Idaho.*

*This agreement also provides up to \$10,000 to contract for accessible public transportation services for rural veterans seeking healthcare in the above described out-of-market areas when deliver of these demand responsive services is best provided through (a) contracted third party(ies).*

*Total reimbursements under this agreement shall not exceed \$47,500.*

**3. PROJECT DELIVERABLES and TASKS**

*The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to primarily benefit veterans residing in or near eligible census tracts. Eligible census tracts are those classified by Primary Rural-Urban Commuter Area codes 4 through 10 (United States Department of Agriculture Economic Research Service 2010).*

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

*Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Veterans will be served in coordinated, shared ride services where and when practicable, and in a dedicated ride mode where and when it is not.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.*

*Recipient will market the services to veterans, provide veteran-centered outreach, and offer*

*training to assist veterans in learning to use public transit.*

*This project estimates the following deliverables between the date of execution and September 30, 2023:*

*Morrow County Public Transportation Operations:*

*Veteran Rides: 1,250*

*Veteran Service Miles: 46,988*

*Veteran Service Hours: 1,973*

*Outreach Events: 6*

*Veterans Informed about RVHT Services: 250*

*Morrow County Public Transportation Purchased Services:*

*Veteran Rides: 422*

*Veteran Service Miles: 16,500*

*Veteran Service Hours: 1,005*

**4. PROJECT ACCOUNTING and MATCHING FUNDING**

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

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

*This award does not require local match. RVHT reimburses the fully-allocated cost of services under this Agreement; Recipient may not charge a fare, co-pay, or other form of fee-for-service.*

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

**5. REPORTING and INVOICING REQUIREMENTS**

*Recipient shall submit a Cognito Forms based report provided by State on a quarterly basis as a condition of reimbursement. Upon submission, Cognito Forms emails a confirmation copy to Provider for attachment to the Reimbursement Request in the Oregon Public Transit Information System (OPTIS).*

**Revised Exhibit B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b> STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30  And/Or  STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	<b>State Funding Agency</b> Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>Total State Funding</b> <b>\$47,500.00</b>
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<b>Administered By</b> Public Transportation Division 555 13TH ST NE Salem, OR 97301
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# 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: Benjaman Tucker  
Department: The Loop - Public Transit  
Short Title of Agenda Item:

Date submitted to reviewers: 6/20/2023  
Requested Agenda Date: 7/05/2023

(No acronyms please)

5311 Formula Funding for rural areas- Agreement No. 35429

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Department of Transportation - Public Transportation Division

Contractor/Entity Address: 555 13th Salem, Or

Effective Dates – From: July 1, 2023

Through: June 30, 2023

Total Contract Amount: 468,365.00

Budget Line: 3-30-4000

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

Reviewed By:

_____	Department Director	Required for all BOC meetings
DATE		
_____	County Administrator	Required for all BOC meetings
DATE		
Via Email    6/22/2023	County Counsel	*Required for all legal documents
DATE		
June 29, 2023	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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



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

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

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

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

**2. FISCAL IMPACT:**

\$420,263.00 Federal share  
\$48,102.00 Local Match

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

Motion to approve and sign agreement No. 35429 with Oregon Department of Transportation-  
Public Transportation Division

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$468,365.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$420,263.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

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

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

**c. Recovery of Grant Funds.**

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

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

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

of this Agreement.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov), a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

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

#### 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)

- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's**

**interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
  - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
  - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
  - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
  - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
  - v. All drivers of vehicles purchased with FTA funds under this Agreement must

complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
  - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
  - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

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

State and which under the provisions of this Agreement would have required the approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to



correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

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

**d. Insurance.** Recipient shall meet the insurance requirements within Exhibit C.

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

**f. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

**g. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

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

**i. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to

State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Morrow County/State of Oregon  
Agreement No. 35429

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Morrow County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)  
David Sykes, Chair  
Name Board of Commissioners  
(printed)

Date July 5, 2023

By \_\_\_\_\_  
Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date July 5, 2023

**Recipient Contact:**

Benjaman Tucker  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
btucker@co.morrow.or.us

**State Contact:**

Angie Jones  
555 13th St SE  
Salem, OR 37301  
1 (971) 718-6953  
angie.jones@odot.oregon.gov

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

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Angie Jones

Date 06/02/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name Sam Zeigler by email  
(printed)

Date 02/01/2023

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311 Morrow County 35429</b>				
<i>Administration and Mobility Management</i>				
<b>P-23-1932-01 Item #1: Project Admin.</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$440,503.00	\$395,263.00	\$45,240.00	State
<b>P-23-1932-02 Item #1: Mobility Management - 5302(a)(1)(L)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$11,145.00	\$10,000.00	\$1,145.00	State
<b>Sub Total</b>	\$451,648.00	\$405,263.00	\$46,385.00	
<b>Project Title: 5311 Morrow County 35429</b>				
<i>Shelters</i>				
<b>P-23-1933-01 Item #1: Passenger Shelters</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$16,717.00	\$15,000.00	\$1,717.00	State
<b>Sub Total</b>	\$16,717.00	\$15,000.00	\$1,717.00	
<b>Grand Total</b>	<b>\$468,365.00</b>	<b>\$420,263.00</b>	<b>\$48,102.00</b>	

1. BACKGROUND

I. ADMINISTRATION

*Project administrative expenses incurred by local provider may be treated as a separate cost category from capital, planning, or operating expenses.*

II. MOBILITY MANAGEMENT

*Mobility management is an approach for managing and delivering coordinated transportation services to customers, including seniors, people with disabilities, and individuals with lower incomes. Mobility management focuses on meeting individual customer needs through a wide range of transportation options and service providers. It also focuses on coordinating these services and providers to achieve a more efficient transportation delivery system.*

*Mobility managers serve as policy coordinators, operation service brokers, and customer travel navigators. As policy coordinators, mobility manager helps communities develop coordination plans, program, and policies, and build local partnerships. They also work to promote land-use policies that favor transit-oriented development, public transportation, and pedestrian access. As brokers, they coordinate transportation services among all customer groups, service provider, and funding agencies. And, as travel navigators, they work with human service agencies and/or workforce centers that coordinate the travel and trip planning needs of individuals who receive human service program assistance.*

*Mobility management activities eligible for funding include:*

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

III. SHELTERS

*This Agreement provides funding to purchase and install or design and construct, approximately 4 bus passenger shelters, 15 bus route signs including sign posts, and the following amenities: benches, trash receptacles, reader boards, and infrastructure to comply with ADA accessibility requirements to support the public transportation needs of the general public and seniors and individuals with disabilities. The purpose of the project is to provide shelter from weather, procure and install passenger amenities such as benches for the comfort and convenience of riders, and procure and install signage for transit route information.*

**Shelter Locations:**

*ID# 100400, E Stop-Select Market/DHS, Tax Lot: 300, Lat=45.83127/Long= 119.70057*

*ID# 101500, O Stop-Boardman Rec Center, Tax Lot: ROADS, Lat=45.84400/Long=119.68520*

*ID# 101600, P Stop: Lamb Weston East, Tax Lot: ROADS, Lat=45.84634/Long=119.67542*

*ID# 101800, R Stop: Boardman Foods, Tax Lot:206, Lat=45.84355/Long=119.66414*

*Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelters, route signs, benches, trash receptacles, reader boards, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.*

*A National Environmental Policy Act environmental (NEPA) assessment may be required for this project, depending on fund source and complexity. A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration (FTA) for all federally-funded projects, prior to any ground disturbance. This award is contingent on FTA concurrence/approval of the NEPA category. Any project expenses incurred will not be reimbursed if the project's NEPA requirements are not approved prior to ground disturbance activities.*

## **2. PROJECT DESCRIPTION**

### **I. ADMINISTRATION**

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

### **II. MOBILITY MANAGEMENT**

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

*This Agreement provides funding for educating the public about public transportation services available in Morrow County through scheduled outreach events. These events will be coordinated with the area Chamber of Commerce, senior centers, employers and other public service agencies.*

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

### **III. SHELTERS**

*Recipient will submit a description and list for sign or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.*

*By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.*

*All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.*

*Expected project start date: July 1, 2023.  
Expected project completion date: June 30, 2025.*

*Milestone dates:*

- Project start date - 8/1/2023*
- RFP/IFB Date - 11/1/2023*
- Contract Award - 01/10/2024*
- Construction Start - 02/05/2024*
- Construction End - 05/30/2024*
- Project Completion End - 06/30/2024*

### **3. PROJECT DELIVERABLES**

#### **I. ADMINISTRATION**

*Recipient shall perform administrative activities to support service sustainability as follows: providing transit services, but which support the effective, efficient, and safe delivery of those services. To include, but not limited to costs associated with admin labor and labor costs, admin and employee training and travel and admin office expenses.*

#### **II. MOBILITY MANAGEMENT**

*Recipient will:*

*a. TASK ONE: Outreach and Education events to the public with an emphasis on seniors and people with disabilities.*

*Recipient will provide information to individuals about using the fixed route or demand response by providing two to four outreach events between the north and south Morrow County. To include working with senior programs and*

*The goal of this project is to improve access to transportation by providing demand response and fixed route education.*

*Estimated Completion Date: June 30, 2025*

*b. TASK TWO: Provide Port of Morrow Employers system information to educate their employees about the demand response and fixed route services. Ensuring trips are coordinated across the transit providers serving the area.*

*The goal of this project is to improve access to transportation by providing demand response and fixed route education to employers at the Port of Morrow, with a potential to reach over 8,000 employees at the Port.*

*Estimated Completion Date: June 30, 2025*

*c. TASK THREE: Produce printed material to be used in service brochures, news publications, website and social media platforms to assist in the education of potential and existing transit users of demand response and fixed route services.*

*The goal of this project is to provide the public to printed service materials, as well as utilize materials for print and social media.*

*Estimated Completion Date: June 30, 2025*

#### **PROJECT PERFORMANCE MEASURES**

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

- a. Number of customer contacts served by Mobility Management Program: 3,000.
- b. Estimated print materials produced: 3,000.

### III. SHELTERS

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, Statewide Transportation Improvement Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

## 4. PROJECT ACCOUNTING and MATCHING FUNDING

### I. ADMINISTRATION

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

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

### II. MOBILITY MANAGEMENT

Eligible mobility management expenses are administrative or planning costs to develop new projects and do not include capital costs other than durable equipment, supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$4,999.00 of the total project cost.

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

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.



*Disbursement Schedule:*

*First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.*

*Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year.*

**5. REPORTING and INVOICING REQUIREMENTS**

**I. ADMINISTRATION**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this Agreement in its agency periodic report.*

**II. MOBILITY MANAGEMENT**

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

**III. SHELTERS**

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

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

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

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.*

*Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.*

*Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.509 (5311)</b>	<b>\$420,263.00</b>

<b>Administered By</b> Public Transportation Division 555 13th St SE Salem, OR 37301
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## EXHIBIT C

### Insurance Requirements

#### 1. GENERAL.

##### 1. a. GENERAL REQUIREMENTS

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

#### 2. TYPES AND AMOUNTS.

##### a. WORKERS COMPENSATION.

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

##### b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### c. AUTOMOBILE LIABILITY.

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

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

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

**d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. "TAIL" COVERAGE.**

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

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

## **1. GENERAL.**

### **a. GENERAL REQUIREMENTS**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **b. INSURANCE REQUIREMENT REVIEW.**

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

## **2. TYPES AND AMOUNTS.**

### **a. WORKERS COMPENSATION.**

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

### **b. COMMERCIAL GENERAL LIABILITY.**

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

### **c. AUTOMOBILE LIABILITY.**

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

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

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

### **d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. WAIVER OF SUBROGATION.**

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

**g. CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

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

**5. STATE ACCEPTANCE.**

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

## EXHIBIT D

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

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

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

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

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

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



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



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

(For BOC Use)  
 Item #  
 4e

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

Presenter at BOC: Benjamin L Tucker  
 Department: The Loop- Public Transit  
 Short Title of Agenda Item: Oregon Department of Transportation/Federal Transit Administration Grant Agreement #35480  
 (No acronyms please)

Date submitted to reviewers: 6/20/2023  
 Requested Agenda Date: 7/05/2023

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

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Department of Transportation - Public Transportation Division  
 Contractor/Entity Address: 555 13th Salem, Or  
 Effective Dates – From: July 1, 2023      Through: June 30, 2023  
 Total Contract Amount: 137,985.00      Budget Line: 3-30-4000  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____	Department Director	Required for all BOC meetings
DATE		
_____	County Administrator	Required for all BOC meetings
DATE		
<u>J. Nelson</u>	<u>6-22-23</u> County Counsel	*Required for all legal documents
DATE		
<u>K. Ince</u>	<u>6-29-23</u> Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

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

Items included in this agreement are:

Mobility Management - Percentage of Transportation Manager's Salary and Benefits

Preventative Maintenance - Vehicle Maintenance and repairs

Contracted Service - Purchased Service with Kayak Public Transit

## **2. FISCAL IMPACT:**

\$123,814.00 Federal Share

\$ 14,171.00 Local Match

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

Motion to sign agreement 35480 with Oregon Department of Transportation - Public Transportation Division.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$137,985.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$123,814.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

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

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

**c. Recovery of Grant Funds.**

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

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

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

of this Agreement.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov), a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

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

#### 9. Recipient Subagreements and Procurements

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

**interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

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

#### 10. Termination

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



- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

**11. General Provisions**

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

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is

not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

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

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

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

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

Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

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

Morrow County/State of Oregon  
Agreement No. 35480

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

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

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

**SIGNATURE PAGE TO FOLLOW**

Morrow County/State of Oregon  
Agreement No. 35480

**Morrow County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

David Sykes, Chair  
Name Board of Commissioners  
(printed)

Date July 5, 2023

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date July 5, 2023

**Recipient Contact:**

Benjaman Tucker  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
btucker@co.morrow.or.us

**State Contact:**

Angie Jones  
555 13th St SE  
Salem, OR 37301  
1 (971) 718-6953  
angie.jones@odot.oregon.gov

**Signed Agreement Return Address: [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us)**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Angie Jones

Date 06/02/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 Morrow County 35480</b>				
<i>Purchased Service, Mobility Management and Preventive Maintenance</i>				
<b>P-23-1964-01 Item #1: Contracted Service (5310 only)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$12,000.00	\$10,768.00	\$1,232.00	State
<b>P-23-1964-02 Item #1: Mobility Management - 5302(a)(1)(L)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$66,270.00	\$59,464.00	\$6,806.00	State
<b>P-23-1964-03 Item #1: Preventive Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$59,715.00	\$53,582.00	\$6,133.00	State
<b>Sub Total</b>	\$137,985.00	\$123,814.00	\$14,171.00	
<b>Grand Total</b>	<b>\$137,985.00</b>	<b>\$123,814.00</b>	<b>\$14,171.00</b>	

**1. PROJECT DESCRIPTION**

**I. PURCHASED SERVICES**

*This Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Morrow County, Oregon and to support the administrative costs required to manage the service contract.*

**II. MOBILITY MANAGEMENT**

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

*This Agreement provides funding for one or more projects to provide travel orientation to seniors and individuals with disabilities residing in supported care facilities to improve the reach, efficiency, and affordability of public transportation services.*

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

**III. PREVENTIVE MAINTENANCE**

*Provide funding for preventive maintenance on vehicles in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

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

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

**I. PURCHASED SERVICES**

*The contracted service will be provided by a contractor selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.*

*Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.*

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

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

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

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

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

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

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

*A ridership goal is established for the project as follows.*

*For 2023-2024: 1,600  
For 2024-2025: 1,600*

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

## **II. MOBILITY MANAGEMENT**

*Recipient will:*

*a. TASK ONE: Outreach and Education events to the public, targeting to seniors, people with disabilities.*

*Recipient will provide information to individuals about using the fixed route or demand response by providing two to four outreach events between the north and south Morrow County. To include working with senior programs and the goal of this project is to improve access to transportation by providing demand response and fixed route education.*

*Estimated Completion Date: June 30, 2025*

*b. TASK TWO: Provide Port of Morrow Employers system information to educate their employees about the demand response and fixed route services. Ensuring trips are coordinated across the transit providers serving the area.*

*The goal of this project is to improve access to transportation by providing demand response and fixed route education to employers at the Port of Morrow, with a potential to reach over 8,000 employees at the Port.*

*Estimated Completion Date: June 30, 2025*

**PROJECT PERFORMANCE MEASURES**

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

*Number of customer contacts served by Mobility Management Program: 3,000.*

**III. PREVENTIVE MAINTENANCE**

*All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.*

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

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

*Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

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

*A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.*

**3. PROJECT ACCOUNTING and MATCHING FUNDING**

**I. PURCHASED SERVICES**

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

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

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

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



set forth in this Exhibit A.

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

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

#### *Disbursement Schedule*

*First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement requested. A partial payment may be made by State if Recipient request more than this amount in the first fiscal year period.*

*Second year maximum disbursement: no more than 50 percent of the total amount plus any remaining portion from the first fiscal year period.*

#### **II. MOBILITY MANAGEMENT**

*Eligible mobility management expenses are administrative or planning costs to develop new projects and do not include capital costs other than durable equipment, supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$4,999.00 of the total project cost.*

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

#### **III. PREVENTIVE MAINTENANCE**

*Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

### **4. REPORTING and INVOICING REQUIREMENTS**

#### **I. PURCHASED SERVICES**

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

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

#### **II. MOBILITY MANAGEMENT**

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

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

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

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

**III. PREVENTIVE MAINTENANCE**

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

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$123,814.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th St SE Salem, OR 37301
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## EXHIBIT C

### Insurance Requirements

#### 1. GENERAL.

##### 1. a. GENERAL REQUIREMENTS

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

#### 2. TYPES AND AMOUNTS.

##### a. WORKERS COMPENSATION.

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

##### b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### c. AUTOMOBILE LIABILITY.

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

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

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

**d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. "TAIL" COVERAGE.**

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

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

## **1. GENERAL.**

### **a. GENERAL REQUIREMENTS**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **b. INSURANCE REQUIREMENT REVIEW.**

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

## **2. TYPES AND AMOUNTS.**

### **a. WORKERS COMPENSATION.**

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

### **b. COMMERCIAL GENERAL LIABILITY.**

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

### **c. AUTOMOBILE LIABILITY.**

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

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

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

### **d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. WAIVER OF SUBROGATION.**

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

**g. CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

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

**5. STATE ACCEPTANCE.**

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



## EXHIBIT D

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

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

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

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

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

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

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



## AGENDA ITEM COVER SHEET

**Morrow County Board of Commissioners**  
(Page 1 of 2)

(For BOC Use)  
Item #  
4f

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

Presenter at BOC: Benjamin Tucker	Date submitted to reviewers: 6/20/2023
Department: The Loop- Public Transit	Requested Agenda Date: 7/05/2023
Short Title of Agenda Item: (No acronyms please)	Oregon Department of Transportation Agreement No. 35597

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Department of Transportation- Public Transportation Division

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

Effective Dates – From: July 1 2023 Through: June 30,2025

Total Contract Amount: 605,000.00 Budget Line:

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

Reviewed By:

<hr style="border: 0; border-top: 1px solid black;"/>	Department Director	Required for all BOC meetings
<small>DATE</small>		
<hr style="border: 0; border-top: 1px solid black;"/>	County Administrator	Required for all BOC meetings
<small>DATE</small>		
Via Email <hr style="border: 0; border-top: 1px solid black;"/>	County Counsel	*Required for all legal documents
<small>DATE</small>		
<hr style="border: 0; border-top: 1px solid black;"/>	June 29th, 2023 Finance Office	*Required for all contracts; other items as appropriate.
<small>DATE</small>		
<hr style="border: 0; border-top: 1px solid black;"/>	Human Resources	*If appropriate
<small>DATE</small>		

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

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

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

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

*This Agreement funds a deviated fixed route project to service to the community of Boardman, Oregon and first/last mile connections between intercommunity and commuter services and the employers at the Port of Morrow (east of Boardman). The Circulator will run 6 days a week - Monday through Saturday, 18 roundtrips per day.*

*The Circulator will provide access to the Heppner-Boardman Connector. Also, coordinated service of the Hermiston-Boardman connector provided by Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation).*

**2. FISCAL IMPACT:**

\$484,000.00 State Share  
\$121,000.00 Local Match

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

Motion to approve and sign Agreement 35597 with Oregon Department of Transportation Public Transportation Division.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2025** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$484,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

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

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

c. **Recovery of Funds.**

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

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

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

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

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

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

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

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

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

**9. Recipient Subagreements and Procurements**

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



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

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

#### 10. Termination

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

#### 11. General Provisions

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

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

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

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

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

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

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

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

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

8 and 11.

Morrow County/State of Oregon  
Agreement No. 35597

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Morrow County**, by and through its

By \_\_\_\_\_

(Legally designated representative)

Name David Sykes, Chair  
Board of Commissioners  
(printed)

Date July 5, 2023

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_

Recipient's Legal Counsel

Date July 5, 2023

**Recipient Contact:**

Benjaman Tucker  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
btucker@co.morrow.or.us

**State Contact:**

Angie Jones  
555 13th St SE  
Salem, OR 37301  
1 (971) 718-6953  
angie.jones@odot.oregon.gov

**Signed Agreement Return Address: [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us)**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_

Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Angie Jones

Date 06/09/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_

Assistant Attorney General

Name Sam Zeigler by email  
(printed)

Date 02/01/2023

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STIF Disc Morrow County 35597</b>				
<i>Boardman/Port of Morrow Circular Operations</i>				
<b>P-23-3746-01 Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$605,000.00	\$484,000.00	\$121,000.00	Local
<b>Sub Total</b>	\$605,000.00	\$484,000.00	\$121,000.00	
<b>Grand Total</b>	<b>\$605,000.00</b>	<b>\$484,000.00</b>	<b>\$121,000.00</b>	

**1. BACKGROUND**

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

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

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

**2. PROJECT DESCRIPTION**

*This Agreement funds a deviated fixed route project to service to the community of Boardman, Oregon and first/last mile connections between intercommunity and commuter services and the employers at the Port of Morrow (east of Boardman). The Circulator will run 6 days a week - Monday through Saturday, 18 roundtrips per day.*

*The Circulator will provide access to the Heppner-Boardman Connector. Also, coordinated service of the Hermiston-Boardman connector provided by Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation).*

*Service delivery is to begin in the fiscal year 2024.*

**3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

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

through reporting.

*Recipient, if operating deviated fixed route transit service, shall create and maintain current GTFS data describing the service. (This can be supported by State's GTFS contractor.) GTFS data should be updated in advance of system changes to allow trip planners to stay current.*

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

*Modifications to Project Objectives or Service:*

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

#### 4. PROJECT ACCOUNTING and MATCHING FUNDING

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

#### 5. REPORTING AND INVOICING REQUIREMENTS

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

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

##### *Project Progress Reporting*

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

##### *Outcomes Achieved Reporting*

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

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

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly,*



*annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

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

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

#### *Expenditures*

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

#### *Reporting on Mitigation of Tax Impacts to Low-income Populations*

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

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

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<p><b>State Program</b>          STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30</p> <p>And/Or</p> <p>STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.</p>	<p><b>State Funding Agency</b>          Oregon Department of Transportation          355 Capitol St. N.E.          Salem, OR 97301-3871</p>		<p><b>Total State Funding</b>  <b>\$484,000.00</b></p>
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<p><b>Administered By</b>          Public Transportation Division          555 13th St SE          Salem, OR 37301</p>
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

###### WORKERS COMPENSATION.

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

###### COMMERCIAL GENERAL LIABILITY.

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

###### AUTOMOBILE LIABILITY.

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

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

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

###### EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

**ADDITIONAL INSURED.**

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

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

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

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

**CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

**1. GENERAL.**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

## **2. TYPES AND AMOUNTS.**

### **WORKERS COMPENSATION.**

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

### **COMMERCIAL GENERAL LIABILITY.**

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

### **AUTOMOBILE LIABILITY.**

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

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

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

### **EXCESS/UMBRELLA LIABILITY.**

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

### **ADDITIONAL INSURED.**

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

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

### **WAIVER OF SUBROGATION.**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

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

**5. STATE ACCEPTANCE.**

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



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

(For BOC Use)
Item #
49

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

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

Date submitted to reviewers: 6/20/2023
Requested Agenda Date: 7/05/2023

Oregon Department of Transportation Agreement 35598

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Department of Transportation- Public Transportation Division
Contractor/Entity Address: 555 13th NE Salem, Or.
Effective Dates - From: July 1, 2023 Through: June 30, 2023
Total Contract Amount: 302,000.00 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
Via Email 6/22/2023 County Counsel \*Required for all legal documents
June 29, 2023 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

*This Agreement funds intercommunity services between Heppner, Oregon and the Port of Morrow in Boardman, Oregon, serving the community of Lexington, Oregon en route. Service will run up to eight round trips, 6 days a week, Monday through Saturday. The Connector will provide coordinated access to the Port of Morrow Circulator which provides high frequency first-mile-last-mile access to Boardman and the Port's major employers, and to the Hermiston-Boardman connector service provided by Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation).*

## 2. FISCAL IMPACT:

\$241,600.00 State Share

\$60,400.00 Local Match

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

Motion to approve and sign agreement 35598 with Oregon Department of Transportation- Public Transportation Division

Attach additional background documentation as needed.



PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2025** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$241,600.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

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

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

c. **Recovery of Funds.**

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

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

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

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

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

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

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

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

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

#### 9. Recipient Subagreements and Procurements

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

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

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

#### 10. Termination

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

#### 11. General Provisions

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

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

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

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

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

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

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

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

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

8 and 11.



Morrow County/State of Oregon  
Agreement No. 35598

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

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

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

**SIGNATURE PAGE TO FOLLOW**

Morrow County/State of Oregon  
Agreement No. 35598

**Morrow County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_

(Legally designated representative)

Name David Sykes, Chair  
Board of Commissioners

(printed)

Date July 5, 2023

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_

Recipient's Legal Counsel

Date July 5, 2023

**Recipient Contact:**

Benjaman Tucker  
PO Box 495  
Heppner, OR 97836  
1 (541) 676-5667  
btucker@co.morrow.or.us

**State Contact:**

Angie Jones  
555 13th St SE  
Salem, OR 37301  
1 (971) 718-6953  
angie.jones@odot.oregon.gov

**Signed Agreement Return Address: [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us)**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_

Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Angie Jones

Date 06/14/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_

Assistant Attorney General

Name Sam Zeigler by email  
(printed)

Date 02/01/2023

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STIF IC Morrow County 35598</b>				
<i>Heppner-Boardman Connector Operations</i>				
<b>P-23-3781-01 Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$302,000.00	\$241,600.00	\$60,400.00	Local
<b>Sub Total</b>	\$302,000.00	\$241,600.00	\$60,400.00	
<b>Grand Total</b>	<b>\$302,000.00</b>	<b>\$241,600.00</b>	<b>\$60,400.00</b>	

**1. BACKGROUND**

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

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

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

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

**2. PROJECT DESCRIPTION**

*This Agreement funds intercommunity services between Heppner, Oregon and the Port of Morrow in Boardman, Oregon, serving the community of Lexington, Oregon en route. Service will run up to eight round trips, 6 days a week, Monday through Saturday. The Connector will provide coordinated access to the Port of Morrow Circulator which provides high frequency first-mile-last-mile access to Boardman and the Port's major employers, and to the Hermiston-Boardman connector service provided by Kayak Public Transit (Confederated Tribes of the Umatilla Indian Reservation).*

*Service delivery is to begin in the fiscal year 2024.*

**3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

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

*Recipient, if operating deviated fixed route transit service, shall create and maintain current GTFS data describing the service. (This can be supported by State's GTFS contractor.) GTFS data should be updated in advance of system changes to allow trip planners to stay current.*

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

*Modifications to Project Objectives or Service:*

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

**4. PROJECT ACCOUNTING and MATCHING FUNDING**

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

**5. REPORTING AND INVOICING REQUIREMENTS**

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

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

*Project Progress Reporting*

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

*Outcomes Achieved Reporting*

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

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

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

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

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

#### *Expenditures*

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

#### *Reporting on Mitigation of Tax Impacts to Low-income Populations*

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

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

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b> STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30  And/Or  STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	<b>State Funding Agency</b> Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>Total State Funding</b> <b>\$241,600.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th St SE Salem, OR 37301
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

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

##### COMMERCIAL GENERAL LIABILITY.

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

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

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

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

##### EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

**ADDITIONAL INSURED.**

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

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

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

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

**CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

**1. GENERAL.**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and



to provide updated requirements as mutually agreed upon by Recipient and State.

## **2. TYPES AND AMOUNTS.**

### **WORKERS COMPENSATION.**

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

### **COMMERCIAL GENERAL LIABILITY.**

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

### **AUTOMOBILE LIABILITY.**

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

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

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

### **EXCESS/UMBRELLA LIABILITY.**

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

### **ADDITIONAL INSURED.**

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

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

### **WAIVER OF SUBROGATION.**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

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

**5. STATE ACCEPTANCE.**

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



PORT OF MORROW COMMISSION MEETING

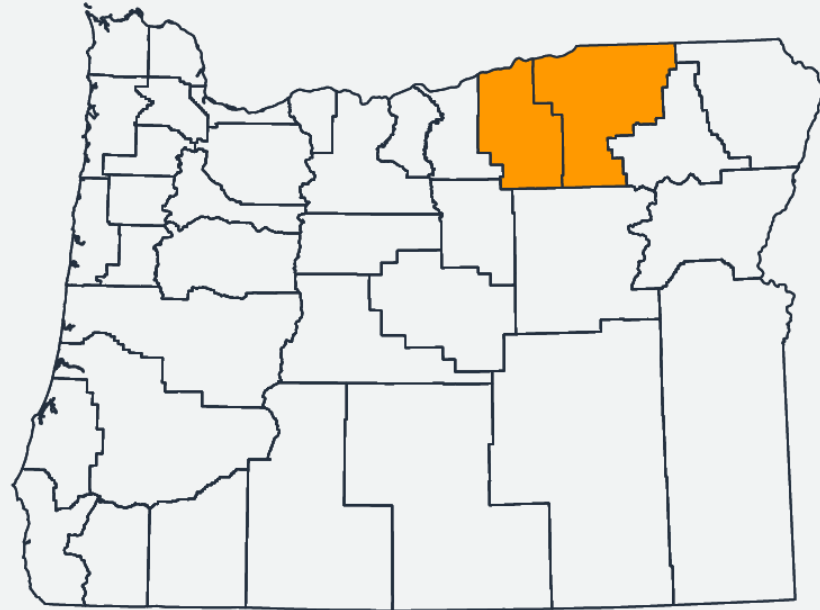
# Stories of Economic Mobility in Eastern Oregon

Kalie Davis

Manager, External Affairs  
AWS

# The Cloud and Cloud Computing – An Overview





## AWS-Growing in Eastern Oregon

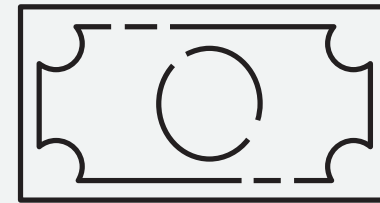
# AWS announced the opening of the US West (Oregon) Region in November 2011



\$15.6B in capital investment made by AWS in Eastern Oregon between 2012-2021



Over 4,711 jobs were created or retained in 2021



Contributed over \$41M in tax and fee payments in Morrow and Umatilla Counties in 2021



AWS is the largest taxpayer in both Umatilla and Morrow County



How do these investments directly impact residents in Eastern Oregon?

# AWS Research and Analysis Team



Daniela Muhaj  
Senior Research Manager,  
AWS Economic Development



Mofeng Yang  
Business Analyst,  
AWS Economic Development



# Stories of Economic Mobility



# Clint's story



# Clint's journey

- Raised in Boardman
- Prior to AWS
  - Knew college was not the right path for him.
  - Worked at the Umatilla Chemical Depot for 12 years.
  - After working in a few different sectors, he was introduced to AWS through employees at a neighborhood restaurant.
- Joined AWS in 2017
  - Began as a Cable Engineer.
  - Transitioned to a full time Data Center Technician, and is now a Data Center Operations Manager.
  - Since joining AWS as a contractor more than five years ago, Clint's income has quadrupled.

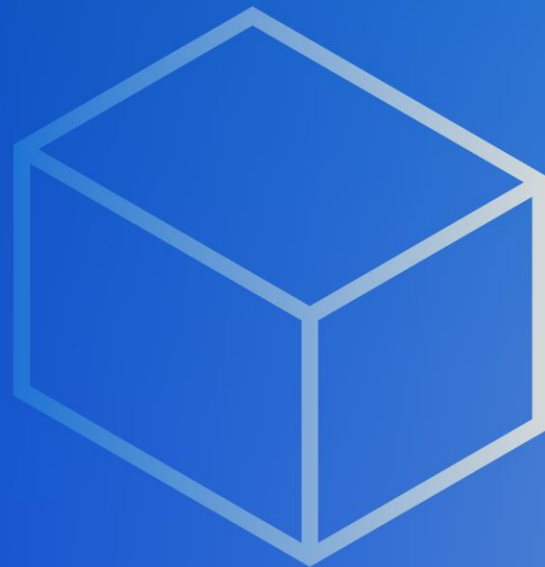


# In Clint's own words:

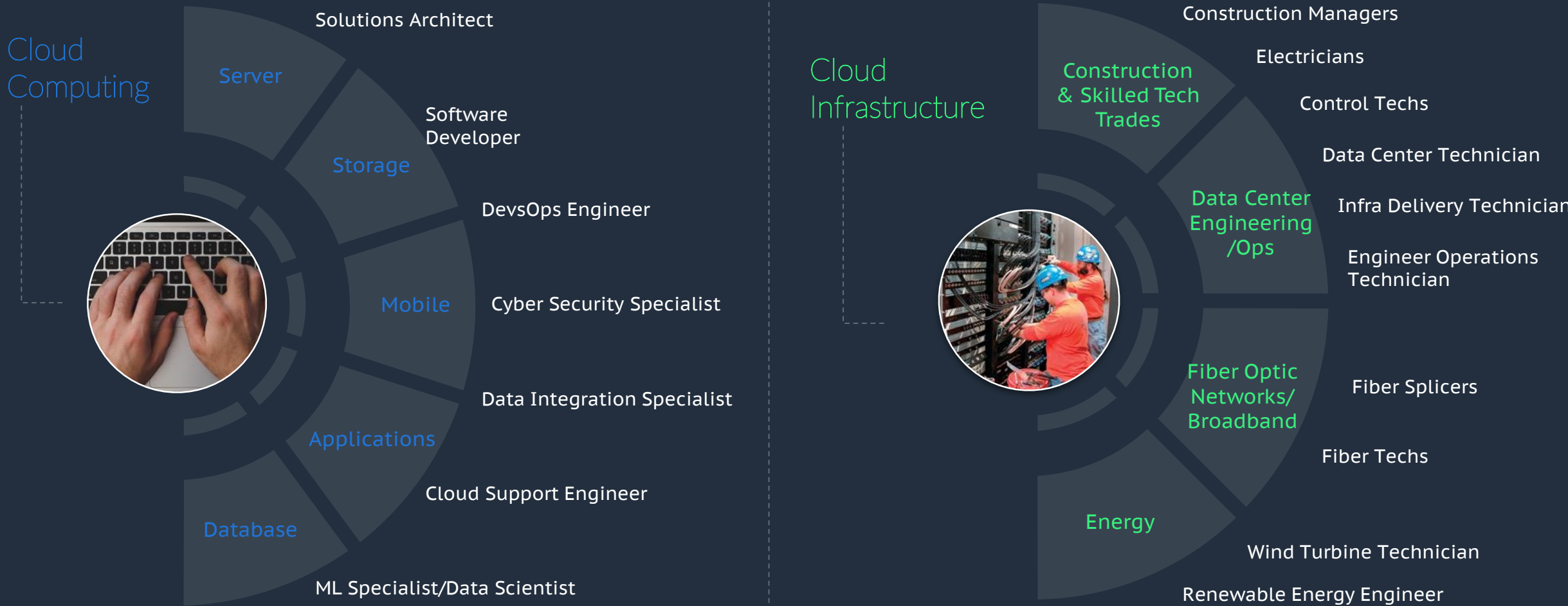
“

*I was definitely looking at the big picture and seeking more stable employment. Now, I have the option to turn my current job into a lifelong career and potentially retire at AWS someday. Thanks to AWS, I can have a job that allows me to stay local and work for a company that provides the stability I was looking for.”*

Building the Future Together



# Cloud Computing vs. Cloud Infrastructure

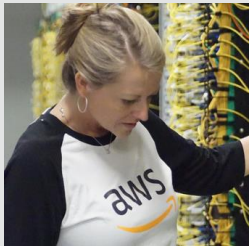


## Pathways to Employment



Blue Mountain  
Community College

- Data Center Technician Program
- Industrial Systems Technology Program



AWS Grow Our Own  
Talent Program

- 12-week paid On-the-Job Training (OJT) program
- Transition to full time if successfully completed



AWS Internships

- Data Center Managers
- Data Center Technicians
- Data Center Engineering Operators
- Data Center Security

# Q&A

## Questions/Discussion



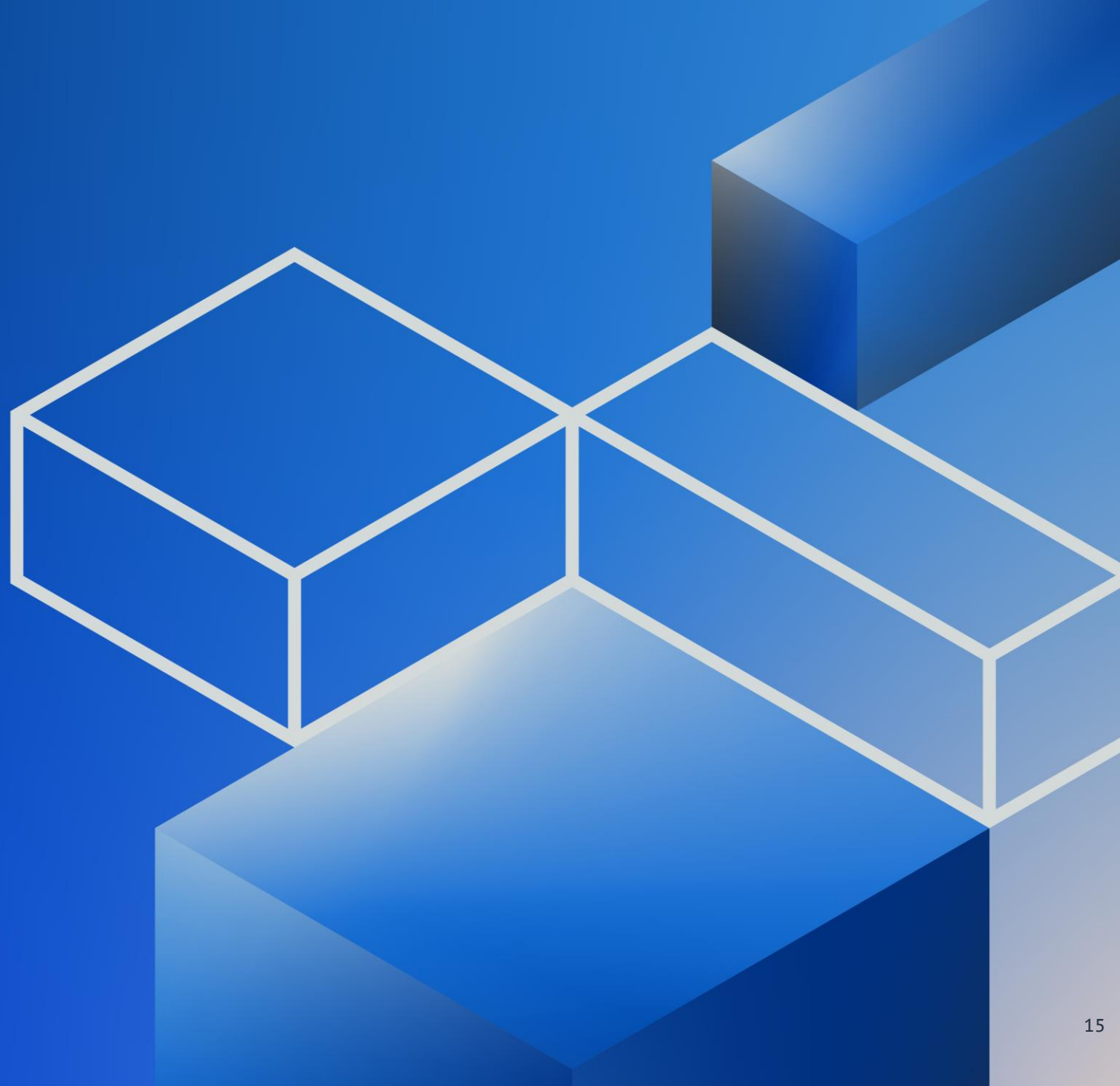


# Thank you!

Kalie Davis

541-701-5472

[kaliend@amazon.com](mailto:kaliend@amazon.com)





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

(For BOC Use)
Item #
5b

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: June 28, 2023

Department: Planning

Requested Agenda Date: July 5, 2023

Short Title of Agenda Item: Notice of Intent to Award Contract for Design and Development of Heritage Trail Interpretive Panels.
(No acronyms please)

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

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:

Table with 4 columns: Name, Date, Title, and Notes. Rows include Tamra Mabbott (Department Director), Roberta Vanderwal (County Administrator), Justin Nelson (County Counsel), and Kevin Ince (Finance Office). Notes specify requirements for BOC meetings, legal documents, and contracts.

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Pursuant to an RFP posting, County Planning received two proposals to update the eight existing interpretive panels and develop new design and content for one panel for the Heritage Trail.

Planning staff including Planning Director, Tamra Mabbott, Associate Planner, Stephanie Case and Student Intern/Summer Hire, Caren Cardenas reviewed both proposals and conducted an interview with each firm. See attached presentation proposals.

The Planning team recommends county announce the Notice of Intent to Award to the firm Sea Reach Ltd. The recommendation is based on cumulative scoring and criteria including, timeline, familiarity with region, experience with similar projects, cost, a thorough proposal submitted prior to the deadline and in-house staff dedicated to the project.

If the board authorizes the Notice of Intent, staff will post on the county website and allow for an opportunity to appeal and then proceed with contract promulgation.

## **2. FISCAL IMPACT:**

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

Motion to Authorize Morrow Countryh staff to post Notice of Intent to Award contract to the firm Sea Reach Ltd. and proceed with development of contract.

Attach additional background documentation as needed.

Tamra Mabbott  
Planning Director  
Morrow County Planning Department  
215 NE Main Street  
Irrigon, OR 97844  
(541) 922-4624  
tmabbott@co.morrow.or.us

June 9, 2023

## Re: Morrow County Heritage Trail Interpretive Panels Design & Fabrication

Dear Tamra,

Sea Reach is pleased to submit a scope of work for the development of interpretive exhibits for the Morrow County Heritage Trail. The work required in this project is straightforward and something Sea Reach does on a daily basis. We have included some example projects at this end of this document, but with 1000s to choose from, this is just a sampling of projects to show our diversity.

\*Please note – we could not fit all of the requested information within a 5-page limit, but please feel free to request additional information.

### **Project Description:**

- The Morrow County Heritage Trail is an approximately 25-mile trail generally paralleling the Columbia River. The subject of this Request for Proposals is to update the existing interpretive panels and develop new design and content for one new panel, for a total of 8 panels.
- Morrow County has digital versions of seven of the eight panels, with only a photo of the eighth panel. The general exhibit themes are established, but the county would like to update the content.
- Sea Reach will refine the existing exhibit text for the exhibits
- Sea Reach will provide design drafts for review at 25% 75%, 95% and 100%
- Exhibit panels will be fabricated in high pressure laminate (10 year life) for a total of sixteen (16) panels. There will be one original set of eight and a duplicate set.
- The exhibit structures will be fabricated in painted aluminum
- Price includes shipping crate and freight to project site
- Final products include: sixteen (16) 40.5” x 22.5” high pressure laminate exhibit panels and three (3) low profile cantilevered bases.


### **Scope of Work**

#### **Tasks:**

- Task 1 — Content development
- Task 2 — Develop exhibit text and acquire images
- Task 3 — Design development
- Task 4 — Fabrication & delivery

#### **Content development**

Sea Reach interpretive planner and writer will work with the county to update the existing content.

- 
- Develop primary messages — what do we want visitors & residents to know about this trail and why should they care.
  - Discuss and identify graphic elements that will support the exhibit content.

### **Exhibit text**

Sea Reach will develop the text for the exhibits. Interpretive exhibit text is developed following some basic rules of presentation. Every exhibit follows a well-defined level of hierarchy and is organized around the most important concepts. Text descends in size and quantity with supporting information.

Exhibit text will be submitted as a word document for review and comment. Once the text has been finalized, we will ask you to approve, with signature approval, that it is complete and accurate and ready for use on the exhibits.

### **Image acquisition for interpretive signage**

For this project, Sea Reach will rely on the county for some images that appear on the existing signs or historical photos, but we are assuming we will help with some image acquisition. Sea Reach will confirm that every photo and illustration is the correct resolution for final output. Today, it is easy to pull photos from the internet, and we often do, but every photo, regardless of its initial source, is researched for copyright restrictions prior to final design. If a photo purchase is required, the county will be notified and approval will be sought prior to purchasing the image.

### **Design development**

After the text has gone through a couple of reviews and is deemed ready for design, Sea Reach will layout all of the exhibits. The designs will go through several review and revisions.

Sea Reach will generate up to three (3) draft mock-ups (25%, 75%, 95%) and one (1) final (100%) layout for review and revision. All mock-ups will be submitted in color electronically as pdfs. Sea Reach is happy to conduct zoom meetings with design submittals if requested by the county. It can be helpful for both us and the clients to explain our design process and why certain decisions were made.

In the fee proposal, we have included an optional line item for illustrations. There are typically three phases of the illustration – black & white sketch, color study and final illustration.

### **Final review**

As exhibits reach a final design, they go through a rigorous set of quality control checks. Our creative director reviews the designs for a final "tightening up." All of the text is proofed more than once to ensure that we have not overlooked a grammatical error. They are reviewed for consistency in the design standards — capitalization, use of color, nomenclature, symbols, etc. A signature approval will be required prior to packaging your production files. This signature signifies that a particular layout is final and approved for fabrication.

### **Shop drawings**

Sea Reach will present shop drawings for all structures prior to fabrication. Similar to the exhibit panel review, these may pass through review/revisions. Once they are considered final, we will ask for a signature approval to begin fabrication.

### **Fabrication**

Sea Reach has a breadth of experience in fabricating exhibits that are meant to last in all kinds of environments: from freezing temperatures in Denali, AK to the salty and corrosive air of Great Salt Lake, UT. Sea Reach guarantees our outdoor signage against fading, chipping, peeling, de-laminating, and failure caused by defective workmanship for a period of five to ten years depending on the materials.

### **Packaging and delivery**

The exhibits will be packed, crated and shipped to Irrigon, OR. We will arrange receiving and provide packing details (number of crates, dimensions and weight) with the county prior to delivery. A tracking number will be provided and any other special instructions will be noted. Crates will be labeled and clearly identify the contents.

### **Project closeout**

We will provide the final production package to you at the end of the project. Your production package will include fabrication-ready exhibit layouts (in jpeg and pdf), all native design files, and installation instructions via email or FTP site. Sea Reach also maintains all these files on our archived server.

### **Fees**

The itemized cost estimate is attached to this scope. The fees are valid for 90 days.

The RFP mentions touring interpretive panel locations with consultant. An optional site visit has been included in the fees. We do not feel a site visit is mandatory for a successful project.

### **Schedule**

Every design project at Sea Reach begins with a schedule. Attached is a draft project schedule - we will update it after our kick-off meeting with you. Sea Reach will track the schedule during the project. We will record each submittal date. If either one of us slips too far from the proposed due dates, we will update and resubmit.

We have read and acknowledge the response to vendor questions issued on June 2.

Attached at the end of this document are some examples of Sea Reach work.

Please do not hesitate to call with questions. We look forward to working with you.

Sincerely,



Susan Jurasz, President

## Project Fees

### Overview - Columbia River Heritage Trail

Project management	\$ 950.00
Content development	\$ 3,600.00
Design development	\$ 10,735.00
Final design (production files, close-out, proofing)	\$ 1,330.00
Fabrication & Delivery	\$ 10,895.00
<b>Total</b>	<b>\$ 27,510.00</b>
<b>Total with optional site visit &amp; custom illustrations</b>	<b>\$ 34,270.00</b>

Project management	ppl	hrs/qty	unit	extension
Project management /meetings		10	95.00	950.00
Site visit – <i>optional</i>	2	1	1100.00	2,200.00
subtotal				\$ 950.00

Content development	hrs	unit	extension
Transcribe existing text and refine	24	75.00	1,800.00
Final text	8	75.00	600.00
Photo search (does not include use fees)	16	75.00	1,200.00
Custom illustrations (2 to 3 incidental) – <i>optional</i>	48	95.00	4,560.00
Subtotal			\$ 3,600.00

Design Development	hrs	unit	extension
25% Conceptual (first draft) design layouts	56	95.00	5,320.00
75% Design development	28	95.00	2,660.00
95% Pre-final design	21	95.00	1,995.00
100% Final design	8	95.00	760.00
Subtotal			\$ 10,735.00

Final Design & Production Package	hrs	unit	extension
Quality control/proofing	6	95.00	570.00
Construction drawings	4	95.00	380.00
Production package & final drawings - project closeout	4	95.00	380.00
Subtotal			\$ 1,330.00

Fabrication & Delivery	qty	unit	extension
40.5 x 22.5 x 0.125 HPL panels	16	460.00	7,360.00
41 x 23 low profile exhibit base	3	845.00	2,535.00
Wrap & crate	1	350.00	350.00
Shipping	1	650.00	650.00
Subtotal			\$ 10,895.00

### Payment Schedule

Concept design complete	\$ 8,253.00
Final design complete	\$ 8,253.00
Fabrication complete	\$ 8,253.00
Delivery complete	\$ 2,751.00
<b>Total</b>	<b>\$ 27,510.00</b>

## Project Schedule

The proposed timeline in the RFP is very fast. The below schedule is based on our experience with similar projects. We have tightened up some of the county review periods in an attempt to speed up the overall timeline, but the project schedule still extends out into 2024.

Tasks	Scheduled dates	Days for task
<b>Planning</b>		
Submit proposal	6/12/23	
Award of project	7/3/23	3 weeks
Kick-off meeting	7/17/23	2 weeks
County provides existing reference material (layouts, photos, etc.)	7/24/23	1 week
Sea Reach submits Text Draft 1	8/7/23	2 weeks
County submits Draft Text Review	8/14/23	1 week
Sea Reach submits Text Draft 2	8/21/23	1 week
County approve Text Draft 2 for design development	8/28/23	1 week

<b>Design</b>		
Sea Reach submits Concept Design Development (25% complete)	9/25/23	4 weeks
County Review	10/9/23	2 weeks
Sea Reach submits Design Development (75% complete)	10/30/23	3 weeks
County Review	11/13/23	2 weeks
Sea Reach submits Pre-Final Design (95% complete)	12/4/23	3 weeks
County Review	12/18/23	2 weeks
HOLIDAYS		
Sea Reach submits Final Design (100% complete)	1/8/24	3 weeks
County submits Final Design Review and Approval	1/22/24	2 weeks

<b>Production/fabrication &amp; Delivery</b>		***this section of the schedule is contingent upon client approval of design
Sea Reach begins Fabrication	1/22/24	
Sea Reach completes Fabrication of Panels & structures	4/15/24	12 weeks
Pack & crate for shipping	4/22/24	1 week
County inspection & Close-out	4/29/24	1 week

<b>Deliver by</b>	<b>12/30/23</b>
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# Select Projects

## Design/Build/Install

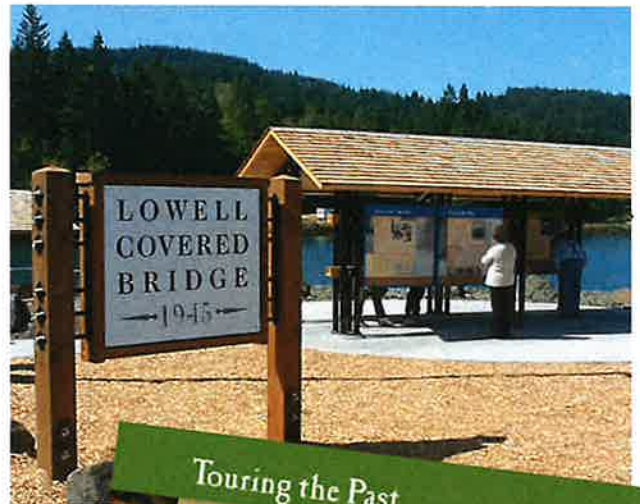
Lowell Covered Bridge  
Interpretive Center (2004-06)  
Lowell, Oregon

Greg Ausland  
OBEC Consulting Engineers  
Project Manager  
920 Country Club Road, Suite 100b  
Eugene OR 97401-2208  
Phone: 541-683-6090  
Fax: 541-683-6876  
gwa@obec.com



Sea Reach Ltd was responsible for producing the following:

- \* *Planning, Design, Fabrication, and Installation*
- \* Text, custom artwork, photos and graphics, produced final designs on all exhibits.
- \* Design, fabricate, and install eight (8) large interpretive exhibit panels for outdoor kiosk (pictured above).
- \* Design, fabricate, and install five (5) double-sided, lighted displays (custom design) with two (2) exhibits each for the bridge interior.
- \* Design, fabricate, and install twenty-eight (28) timeline panels. (pictured below).



This project has received two awards, 2007-8



# Select Projects

## Design/Build/Install

### Oregon's Outback National Scenic Byway Eastern Oregon (2003-2006)

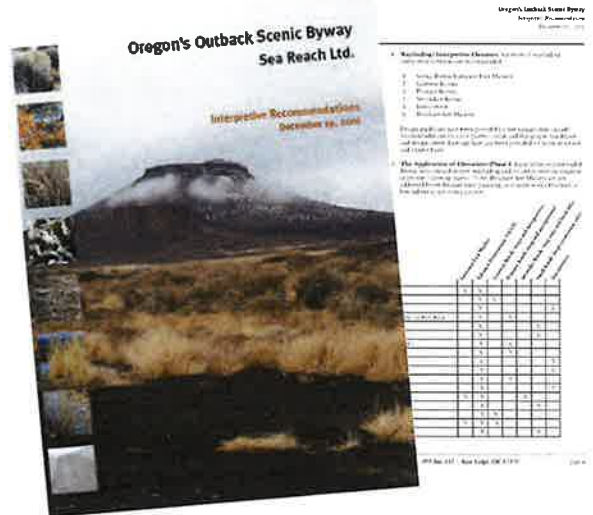
Caro Johnson  
Executive Director  
Lakeview Chamber of Commerce  
126 NE E. Street  
Lakeview, OR 97630  
Phone: (541) 947-6040  
cjohnson@lakecountychamber.org



- \* Fabricate six (6) large, roofed kiosks (custom design) with four (4) exhibits each. Exhibits include Byway Overview and theme, Local attractions, and two interpretive exhibits.
- \* Fabricate two (2) double-sided upright kiosks (custom design)
- \* Fabricate six (6) low-profile (custom design) exhibits.
- \* Design and print Byway brochure.

Sea Reach Ltd was responsible for producing the following:

- \* *Planning, Design, Fabrication, and Installation*
- \* 150 page planning document identifying all the sites, recommended site improvements, natural and cultural history, exhibit storyline, conceptual design for kiosks, exhibits, exhibit bases, and confidence markers, phased implementation, and budget.
- \* Text, custom artwork, acquired photos and graphics, produced final designs on all exhibits.



# Select Projects

Design/Build/Install



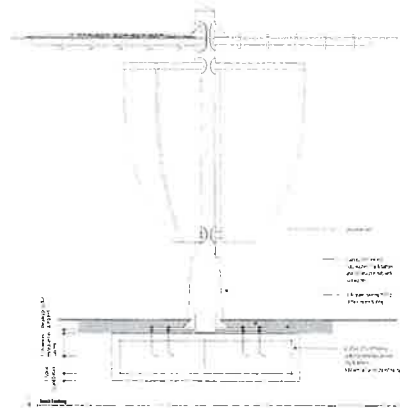
NW Wind Partners  
Goodnoe Wind Farms  
Goldendale, Washington

David Moore  
PacifiCorp  
825 NE Multnomah, Suite 1000  
Portland, OR 97232  
Phone: 503-813-6736  
David.Moore@PacifiCorp.com

Sea Reach Ltd was contracted to:

- \* *Planning, Design, Fabrication, and Installation*
- \* Custom design to fit the landscape and interpretive topic.
- \* Construction drawings and engineering.
- \* Fabrication and installation.

This project is being featured in the (Jan 2009) SEGDM magazine.



Sea Reach Ltd.

Project No.	1000000000
Client	Goodnoe Wind Farms
Location	Goldendale, Washington
Scale	1:10
Date	10/10/08
Drawn by	Sea Reach Ltd.
Checked by	Sea Reach Ltd.
Approved by	Sea Reach Ltd.
Project Manager	Sea Reach Ltd.
Project Engineer	Sea Reach Ltd.
Project Designer	Sea Reach Ltd.
Project Fabricator	Sea Reach Ltd.
Project Installer	Sea Reach Ltd.
Project Maintainer	Sea Reach Ltd.
Project Operator	Sea Reach Ltd.
Project Inspector	Sea Reach Ltd.
Project Auditor	Sea Reach Ltd.
Project Reviewer	Sea Reach Ltd.
Project Approver	Sea Reach Ltd.
Project Sign-off	Sea Reach Ltd.
Project Close-out	Sea Reach Ltd.
Project Handover	Sea Reach Ltd.
Project Completion	Sea Reach Ltd.
Project Status	1.0

# Select Projects

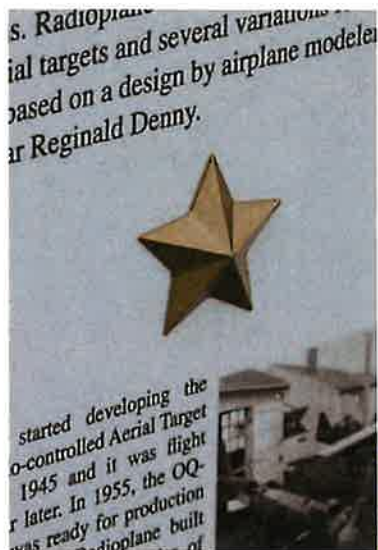
## Design/Build

Camp Rilea, Oregon Military Department,  
Seaside, Oregon

Scott Stuempke  
Cultural Resource Management  
1785 NW Harriman St  
Bend, OR 97701  
Phone: 541-390-3103  
Fax: 541-317-1864  
email: sstuemke@bendbroadband.com

Sea Reach was responsible for following:

- \* *Planning, Design & Fabrication*
- \* Worked with the Oregon Military to develop twelve (12) exhibits to interpretive equipment.
- \* Designed a display system with no visible hardware
- \* Fabricated and delivered exhibits to site.



*A single star in the center of the exhibit is the only piece of hardware. The 1/2" exhibit panels is captured at the top and bottom of the panel by a round solid bar with a groove in it. This bar is welded to the upright post.*

*Given the scale of the objects we were interpreting and the vastness of the area, we designed the exhibits to be tall and narrow, making them more visible on the landscape.*

# Select Projects

## Design/Build/Install

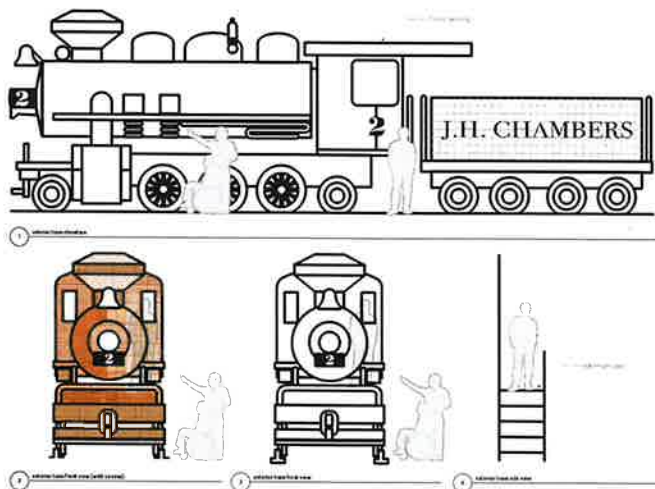
Chambers Railroad Bridge,  
Cottage Grove, Oregon

Greg Ausland  
OBEC Consulting Engineers  
Project Manager  
920 Country Club Road, Suite 100b  
Eugene OR 97401-2208  
Phone: 541-683-6090  
Fax: 541-683-6876  
gwa@obec.com

Sea Reach was responsible for the following:

- \* *Planning, Design, Fabrication, and Installation*
- \* Text, custom artwork, photos and graphics, produced final designs on all exhibits.
- \* Design, fabricate, and install six (6) large interpretive exhibit panels for outdoor kiosk.
- \* The exhibits have carved wooden headers.
- \* Design, fabricate, and install two (2) full-size locomotive sculptures: inside the bridge (sideview) and outside (front view).

This project has received two awards, 2011-12.



### Sea Reach Ltd.

Project Name	Chambers Railroad Bridge
Client	OBEC Consulting Engineers
Location	Cottage Grove, Oregon
Start Date	2011
End Date	2012
Project Manager	Greg Ausland
Team	Design, Fabrication, Installation
Scope	Design, fabricate, and install two (2) full-size locomotive sculptures: inside the bridge (sideview) and outside (front view).
Notes	This project has received two awards, 2011-12.
Scale	1:10



Design and fabrication of life-size locomotive based on historical photos and references.

# Select Projects

## Design/Build/Install

### Lewis River Hydro Electric Project Washington

David Moore  
Senior Environmental Analyst.  
PacifiCorp.  
825 NE Multnomah, Suite 1500.  
Portland, OR 97232.  
Phone: 503-813-6945  
Email: David.Moore@PacifiCorp.com

Although not formally in the recreation business, PacifiCorp, one of the West's leading utility companies, maintains miles of lakeside recreation sites. One of their larger hydro-electric projects is along the Lewis River in Washington. Hidden at the base of Mt. St. Helens, three reservoirs gather rain and water to pass through the turbines at Yale, Merwin, and Swift.

In 2008, Sea Reach began an interpretive master plan for the entire area. The plan is part of a relicensing requirement. Sea Reach's interpretive team worked closely with PacifiCorp staff, stakeholders, the Yakama and Cowlitz Tribes, and members of the community to bring alive stories about the natural and cultural history of the area.



The exhibit structures are a custom design with large images that are intended to pique a visitor's curiosity. A glimpse into a story that is revealed upon closer observation.

Today, Sea Reach is fabricating and installing the second phase of exhibits.



# Select Projects

## Design/Build/Install

Juneau, Alaska

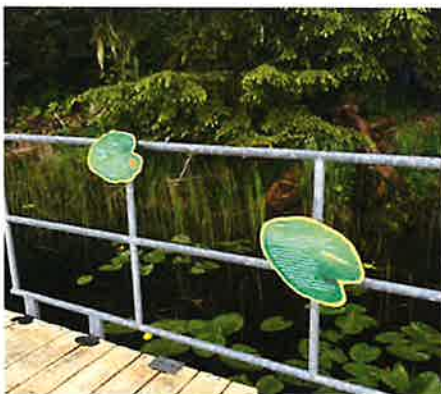
Skye Stekoll, ASLA  
 CBJ Engineering Department  
 155 S. Seward St.  
 Juneau, AK 99801  
 (907) 586-0887  
 Skye.Stekoll@juneau.org

Sea Reach Ltd was responsible for

- \* Design (36) 1/2" HPL trailside exhibit "sets" targeted to local families - each set has a raised medallion for rubbing and a QR code linked to videos and sound. *(two of the twelve exhibit sets are pictured here.)*
- \* Design two (2) large, three paneled kiosks to display trail information and local attractions
- \* Design three (3) single panel kiosks with trail maps. Kiosks are designed by Sea Reach.
- \* Fabrication and installation of all exhibits



The exhibits were installed in 2015 along the Auke Bay Lake trail, part of a larger coastal trail project. Kiosks were installed in and around the area, including at the Auke Bay Ferry Terminal.



# Select Projects

## Design/Build/Install

Red Canyon Visitor Center, Utah

Joe Rechsteiner  
District Ranger, acting  
Salida Ranger District  
5575 Cleora Road  
Salida, CO 81201  
719-530-3960 (office)

Sea Reach Ltd was responsible for

- \* Plan and design sixteen (16) exhibits
- \* Fabricate exhibits and structures.



The exhibits provide an outdoor planning for when the visitor center is closed. Topics focus on safety, hiking, back country camping, ATV trails, equestrian trails and speciality hobbies such as photography, bird watching, botany and cultural history.



Bryan Potter

June 9, 2023

Re: RFP - Morrow County Heritage Trail Interpretive Panels Design and Manufacture

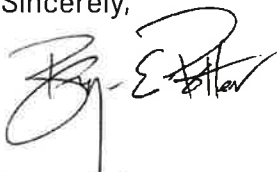
Dear Tamra,

Thank you for considering this proposal from Bryan Potter Design. I acknowledge that this proposal is incomplete at this time, but I hope it demonstrates our enthusiastic interest in your project, as well as BPDesign's capabilities as a designer and project manager. We are fully prepared to submit a complete proposal, at your request and permission.

Included here are brief responses to your RFP, including a preliminary cost estimate of our design services, as well as proposed content development in partnership with Historical Research Associates. Also included are work samples of outdoor interpretive projects that are relevant to the format, content and geography of your proposed project. I refer you to [www.bryanpotterdesign.com](http://www.bryanpotterdesign.com) for more information about our long-established Oregon-based business, as well as many more work samples that reflect our approach to projects, our wide-ranging clients, and our design sensibility.

Thanks again for considering BPDesign as a dedicated and creative partner in this exciting project. I look forward to hearing from you.

Sincerely,



Bryan Potter,  
Owner & Principal, Bryan Potter Design

# Bryan Potter

## PROPOSAL & ESTIMATE

### Morrow County Heritage Trail Interpretive Panels

#### SCOPE UNDERSTANDING

Morrow County is looking to redesign and fabricate eight outdoor interpretive panels. Seven of these will use existing content and assets. An eighth additional panel is to be developed and designed from scratch. In addition to the panels, there are three metal stands which need to be fabricated.

#### PROJECT TEAM

**Bryan Potter Design (BPD)** will be the lead firm and contact. Bryan and Eldon Potter are the principles of the company and will be project managers and senior designers on this project.

- BPD will coordinate and manage any other outside vendor to provide any printed or physical fabrication, i.e. metal stands.
- BPD will coordinate and contract with **Historical Research Associates (HRA)** to consult and develop content for the single panel.

#### EXAMPLES OF SIMILAR/RELATED PROJECTS

Examples and details of BPD design-created projects are at end of document.

- 1 - Opal Spring Dam Fish Ladder Interpretive Sign
- 2 - Columbia Springs Trail Sign
- 3 - Benton Othello Interpretive Sign
- 4 - El Milagro Farm Labor Camp History Panels
- 5 - High Valley Road Interpretive Sign
- 6 - Galena Creek Visitor Center Interpretive Signs

#### COST ESTIMATE - PRELIMINARY

Design and Print Production

7 existing panels (redesign)	\$7,000
1 panel with new content and graphics	\$2,000

Project Management and Fulfillment	\$3,000
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Content development (HRA)	\$3,000
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<b>TOTAL</b>	<b>\$15,000</b>
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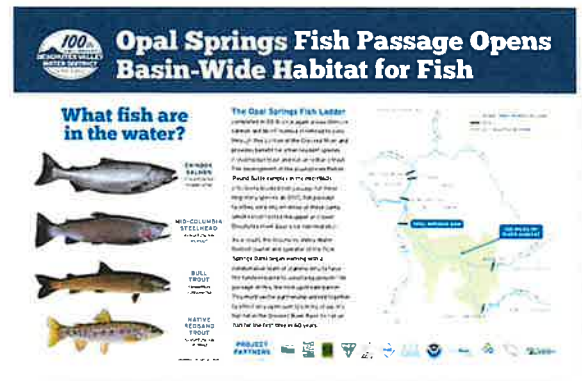
\*Does not include any fabrication or delivery of physical panels or stands. Complete cost proposal will be presented with further understanding of project scope.

# Bryan Potter

## 1 - Opal Spring Dam Fish Ladder Interpretive Sign

Jefferson County, OR  
Completed Dec 2019

- Designed interpretive panel for updated fish ladder, highlighting improved salmon range
- Full-color aluminum panel, printed double-sided for long life (can be flipped if faded or damaged)
- Delivered panel and display stand (installation by client)
- Contracted by Kleinschmidt Associates, Portland



## 2 - Columbia Springs Trail Sign

Clark County, WA  
Completed Feb 2021

- Trailhead sign in Biddle Nature Preserve to highlight natural history, as well as online resources for hikers (QR code)
- Delivered full-color aluminum panel, printed double-sided
- Installed on site to existing display kiosk, by client



## 3 - Benton Othello Interpretive Sign

Benton County, WA

Currently in process; proposed completion: Sep 2023

- One interpretive panel to tell the story of the Benton Othello electrical transmission line
- Interpretive research, writing and content by Historical Research Associates



SIMULATION

## 4 - El Milagro Farm Labor Camp History Panels

Twin Falls, ID

Completed Sep 2021

- Produced under a Memorandum of Agreement to mitigate for project actions at El Milagro Historic Campus (Campus)
- Oversight by the Community Council of Idaho and the Idaho State Historical Society
- Content explored the deep roots of agricultural laborers in Idaho, including Japanese Americans incarcerated during World War II and multiple generations of seasonal laborers from Latinx communities. Research and content developed by Historical Research Associates.
- Bilingual presentation in acknowledgement of Mexican/Latino heritage of site



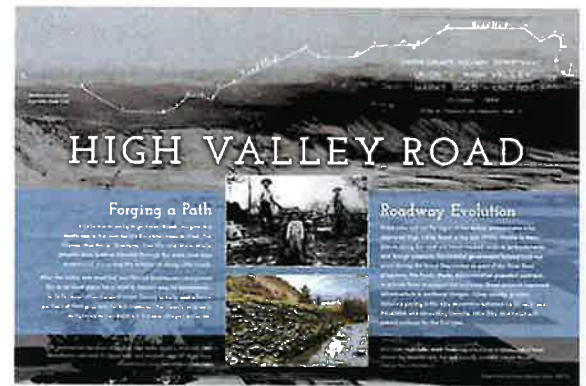
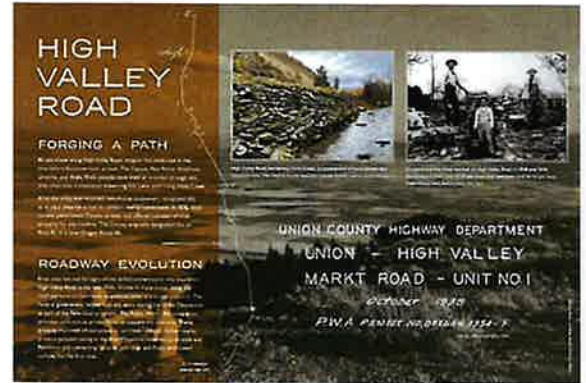
# Bryan Potter

## 5 - High Valley Road Interpretive Sign

Union County, OR

Currently in process; proposed completion: Sep 2023

- SHPO mitigation pertaining to removal of High Valley Bridge No. 2 in Union County, Oregon
- Interpretive research, writing and content by Historical Research Associates
- Three design concepts provided, refined to one design solution



## 6 - Galena Creek Visitor Center Interpretive Signs

Carson City, NV

Currently in process; proposed completion: Aug 2023

- Two trail signs produced in consultation with local tribes, to highlight indigenous culture and traditional significance of site
- Interpretive research, writing and content by Historical Research Associates
- To be installed at USFS roadside rest area



# Bryan Potter

June 27, 2023

**Re: RFP - Morrow County Heritage Trail Interpretive Panels Design and Manufacture**

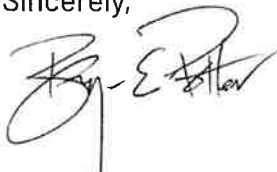
Dear Tamra,

Thank you for considering this proposal from Bryan Potter Design. I acknowledge that this proposal is incomplete at this time, but I hope it demonstrates our enthusiastic interest in your project, as well as BPDesign's capabilities as a designer and project manager. We are fully prepared to submit a complete proposal, at your request and permission.

Included here are brief responses to your RFP, including a preliminary cost estimate of our design services, as well as proposed content development in partnership with Historical Research Associates. Also included are work samples of outdoor interpretive projects that are relevant to the format, content and geography of your proposed project. I refer you to [www.bryanpotterdesign.com](http://www.bryanpotterdesign.com) for more information about our long-established Oregon-based business, as well as many more work samples that reflect our approach to projects, our wide-ranging clients, and our design sensibility.

Thanks again for considering BPDesign as a dedicated and creative partner in this exciting project. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Potter', with a stylized flourish at the end.

Bryan Potter,

Owner & Principal, Bryan Potter Design

## PROPOSAL & ESTIMATE

### Morrow County Heritage Trail Interpretive Panels

#### SCOPE UNDERSTANDING

Morrow County is looking to redesign and fabricate eight outdoor interpretive panels. Seven of these will use existing content and assets. An eighth additional panel is to be developed and designed from scratch. In addition to the panels, there are three metal stands which need to be fabricated.

#### PROJECT TEAM

**Bryan Potter Design (BPD)** will be the lead firm and contact. Bryan and Eldon Potter are the principles of the company and will be project managers and senior designers on this project.

- BPD will coordinate and manage any other outside vendor to provide any printed or physical fabrication, i.e. metal stands.
- BPD will coordinate and contract with **Historical Research Associates (HRA)** to consult and develop content for the single panel.

#### EXAMPLES OF SIMILAR/RELATED PROJECTS

Examples and details of BPD design-created projects are at end of document.

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- 6 - Galena Creek Visitor Center Interpretive Signs

# Bryan Potter

## **COST ESTIMATE - REVISED**

### **Design and Print Production** / Bryan Potter Design

- Design phase to explore updated visual elements for all panels (type, color, artwork, etc)
- Options and refinements included to reach a working solution for new panel system
- Incorporation of new complete content into 8 panels
- Proofing/review sufficient to approve all panels as final
- Print production for all to produce full and accurate files for output

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<b>8 panels @ \$1500</b>	<b>\$12,000</b>
--------------------------	-----------------

### **Content Development** / Historic Research Associates, Tamástslíkt Cultural Institute

- Research and creation of new content, including text, photos/images and other elements
- Review, edit and adjust existing content for consistency and accuracy
- Content on indigenous people to be developed in consultation with Tamástslíkt Cultural Institute
- Site visit and in-person meetings as necessary for research
- *See per-panel notes below for more detail*

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<b>HRA</b>	<b>\$12,000</b>
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<b>Tamástslíkt Cultural Institute (CTUIR)</b>	<b>\$2,000</b>
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### **Project Management** / Bryan Potter Design

- All meetings and communication with client
- All meetings and communication with subcontractors
- At least one site visit to review existing display structures and evaluate reuse
- Print coordination with vendor, including final delivery

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<b>24 hrs @ \$125</b>	<b>\$3,000</b>
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### **Final deliverables**

- 8 custom-printed aluminum panels, 40" wide x 22" h @ \$495 = \$3960
- Same image on both sides for longer use
- 3 NPS-style cantilevered steel display stands @ \$1295 = \$3885
- Shipped to site or ready for pickup in Portland, no installation included

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<b>All pieces</b>	<b>\$7,845</b>
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<b>TOTAL</b>	<b>\$36,845</b>
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# Bryan Potter

**The Place: Geology of the Columbia River Basin and historic Irrigon** Columbia River Heritage Trail

- divide content into two panels:
- Columbia River geology - edit/expand existing content
- Historic Irrigon - edit/expand existing content (see below)

**Industrial Development & Port of Morrow** Columbia River Heritage Trail

Power, energy industries, agriculture and transportation helped develop the Columbia Basin.

- edit/update existing content
- new drone image provided by client?

**Birds of River, Shoreline** Columbia River Heritage Trail

- edit/update existing content

**Historic Boardman** Columbia River Heritage Trail

By 1900, Castle Rock, located on the Columbia about one mile east of a farm homestead that looked like a castle, was a major rail & river haul shipping point at the end of a freight road from the south. A ferry, moved Morrow County hay across the Columbia to feed sheep on the Washington shore. Freight wagons took supplies south to the Heppner region, and wool and wheat north to the Columbia for the Portland market. The railroad reached Heppner in 1889 and the Castle Rock settlement declined. In 1916 the abandoned school building was moved to Boardman until a new one could be built. Backwaters of the John Day Dam now cover Castle Rock.

Additional home-steaders and business owners arrived after irrigated water was brought from the Umatilla River in 1916. E.P. David of Hermiston platted a 40-acre townsite. By 1917, Boardman had replaced the freight station at Castle Rock a few miles down the Columbia and the railroad section town of Croyle, a few miles upstream. In the early years, a train depot was located at Mesiter, between Boardman & Irrigon. In 1922, a new depot was built on Boardman.

Early commercial ventures focused on agricultural production, commerce and traveler hospitality.

- edit/update existing content

# Bryan Potter

## Columbia River

### The places: Geology of the Columbia River Basin; Ice Age Floods

#### Columbia River Heritage Trail

The Columbia River Basin is a vast area that stretches from the Pacific Northwest to the Rocky Mountains. It is a region of great natural beauty and historical significance. The basin is a result of the ice age floods that shaped the landscape of the Pacific Northwest. The basin is a vast area that stretches from the Pacific Northwest to the Rocky Mountains. It is a region of great natural beauty and historical significance. The basin is a result of the ice age floods that shaped the landscape of the Pacific Northwest.

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- edit/update existing content
- no Lewis & Clark here

## Oregon Trail River Route

### Columbia River Heritage Trail

The Oregon Trail River Route is a historic route that stretches from the Pacific Northwest to the Rocky Mountains. It is a region of great natural beauty and historical significance. The route is a result of the ice age floods that shaped the landscape of the Pacific Northwest.

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- edit/update existing content
- image research for replacement

## Native American History

### Columbia River Heritage Trail

The Columbia River Basin has been the homeland of Native American people for more than 10,000 years. The culture of the basin is a result of the ice age floods that shaped the landscape of the Pacific Northwest.

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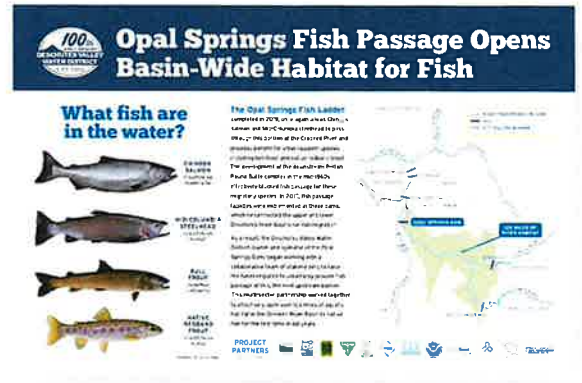
The Columbia River Basin has been the homeland of Native American people for more than 10,000 years. The culture of the basin is a result of the ice age floods that shaped the landscape of the Pacific Northwest.

- new content developed in consultation with Tamástslikt Cultural Institute
- updated images per research

## Historic Irrigation Panel

This panel is intended for content related to historic irrigation in the Columbia River Basin. It is a region of great natural beauty and historical significance. The panel is a result of the ice age floods that shaped the landscape of the Pacific Northwest.

- Historic Irrigation panel - edit/expand existing content



## 1 - Opal Spring Dam Fish Ladder Interpretive Sign

Jefferson County, OR  
Completed Dec 2019

- Designed interpretive panel for updated fish ladder, highlighting improved salmon range
- Full-color aluminum panel, printed double-sided for long life (can be flipped if faded or damaged)
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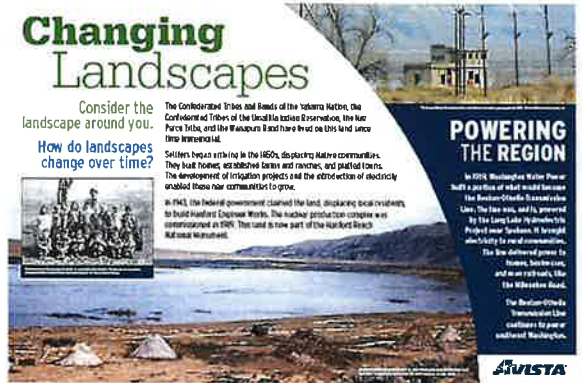
# Bryan Potter

## 3 – Benton Othello Interpretive Sign

Benton County, WA

Currently in process; proposed completion: Sep 2023

- One interpretive panel to tell the story of the Benton Othello electrical transmission line
- Interpretive research, writing and content by Historical Research Associates



SIMULATION

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- Content explored the deep roots of agricultural laborers in Idaho, including Japanese Americans incarcerated during World War II and multiple generations of seasonal laborers from Latinx communities. Research and content developed by Historical Research Associates.
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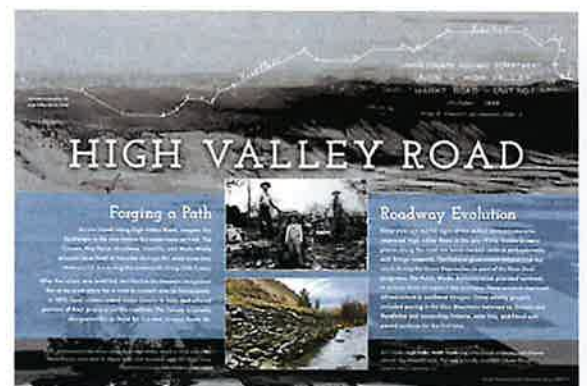
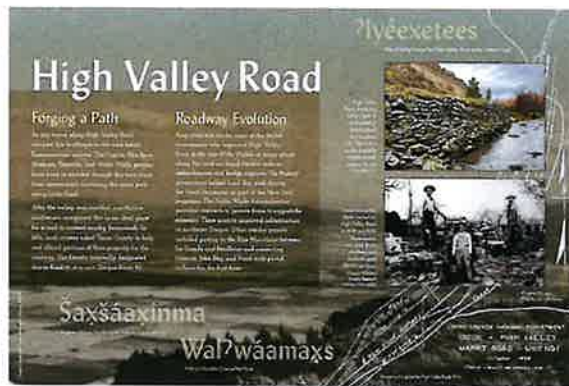
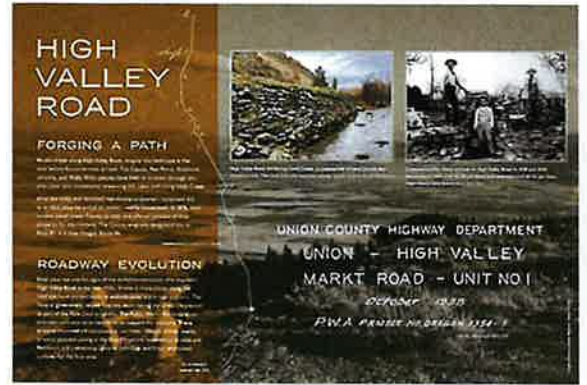
# Bryan Potter

## 5 - High Valley Road Interpretive Sign

Union County, OR

Currently in process; proposed completion: Sep 2023

- SHPO mitigation pertaining to removal of High Valley Bridge No. 2 in Union County, Oregon
- Interpretive research, writing and content by Historical Research Associates
- Three design concepts provided, refined to one design solution



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Carson City, NV

Currently in process; proposed completion: Aug 2023

- Two trail signs produced in consultation with local tribes, to highlight indigenous culture and traditional significance of site
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- To be installed at USFS roadside rest area





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

In April the Oregon Department of Transportation conducted a compliance review of Morrow County Public Transit- The Loop. The last review was conducted in 2019. The findings are included in the attached report. Advisory recommendations are recommendations and require no immediate action, compliance observations require corrective action and have a timeframe for completion. I am working with ODOT as well as Morrow County Finance Director to resolve the issues in this report.

## **2. FISCAL IMPACT:**

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

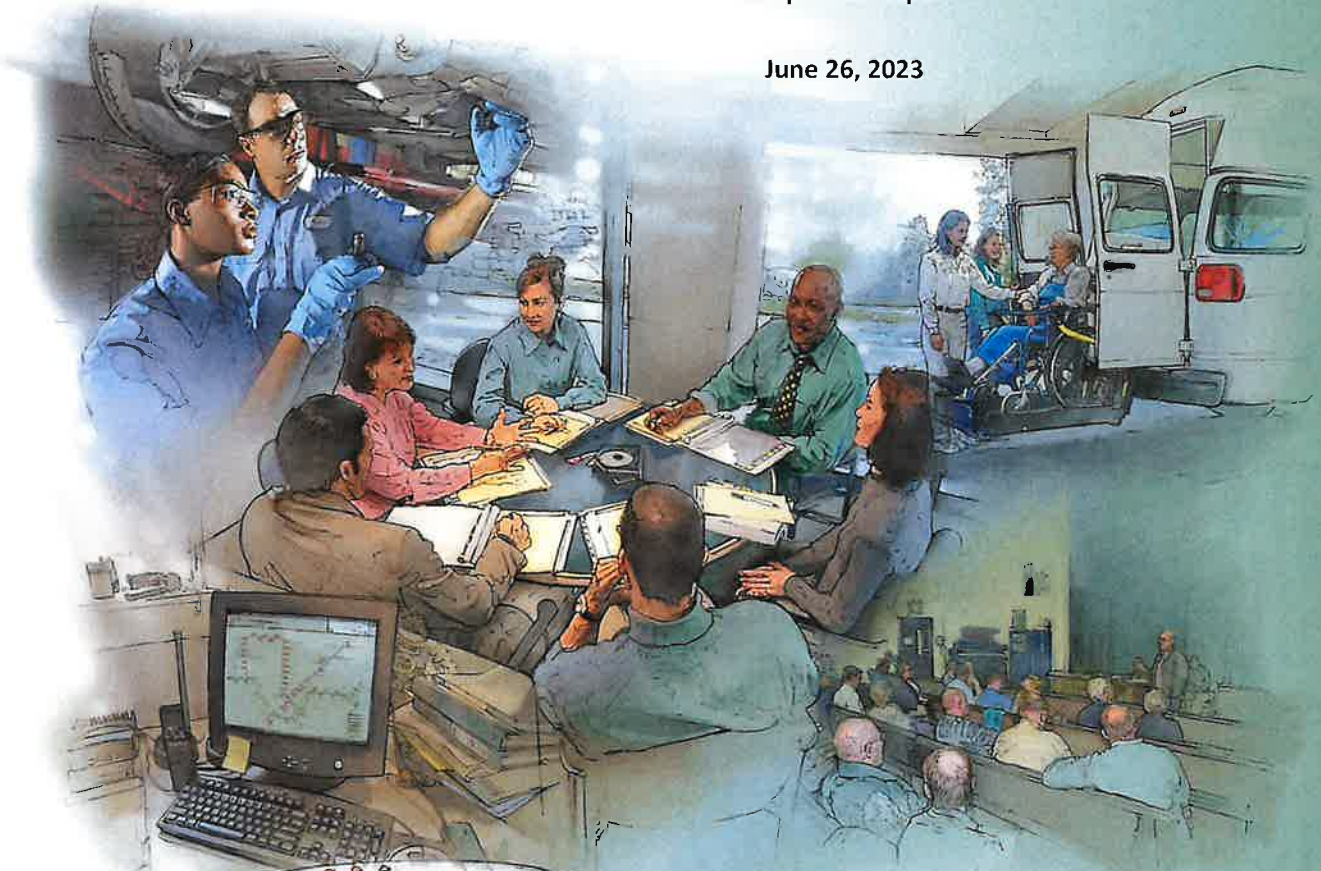
Attach additional background documentation as needed.



## Compliance Review of Morrow County

Compliance Report

June 26, 2023



Sponsored by:  
Oregon Department of Transportation  
Public Transportation Division





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DRAFT

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Exhibit 1. Compliance Review Participants

No.	Name	Title	Organization	Phone	Email
(1)	Benjamin Tucker	Transit Manager	Morrow County Public Transit/The Loop	(541) 676-5667	btucker@co.morrow.or.us
(2)	Kevin Ince	Finance Director	Morrow County	(541) 676-5615	kince@co.morrow.or.us
(3)	Myung Crossler-Laird	Compliance Program Coordinator	ODOT Public Transportation Division	(971) 718-3947	myung.crossler-laird@odot.oregon.gov
(4)	Angie Jones	Regional Transit Coordinator	ODOT Public Transportation Division	(971) 718-6953	angie.jones@odot.oregon.gov
(5)	Megan Matheny	Associate	RLS & Associates, inc.	(336) 324-8837	mmatheny@rlsandassoc.com
(6)	Zachary Kincade	Chief of Administration	RLS & Associates, Inc.	(937) 299-5007	zkincade@rlsandassoc.com

DRAFT

# Oregon DOT Compliance Monitoring Program

## Scope of the Review

The Oregon Department of Transportation's (ODOT) Public Transportation Division (PTD) is responsible for the implementation and oversight of ODOT's federal and state transit grant programs. The Compliance Monitoring Program is designed to assist the PTD and public transportation providers with the assessment of how transit agencies in Oregon meet the varied compliance requirements imposed by the state, as stipulated in the latest version of the *State Management Plan for Public Transportation Programs*. This document summarizes federal and state requirements for PTD-administered grant programs.

Each Compliance Review assesses how an agency's management is complying with federal and state laws, rules, requirements, and regulations. The Program's overall goal is to improve an agency's compliance with applicable regulations while strengthening management's abilities in those areas.

Procedures for conducting this review follow the process described in the Compliance Field Guide for conducting Oregon Compliance Reviews, developed by RLS & Associates, Inc. (RLS). ODOT contracted with this firm to conduct these reviews. This report documents the results of a Compliance Review conducted of Morrow County.

The review was conducted on April 3, 2023, to April 4, 2023, by Ms. Megan Matheny, Associate, and Mr. Zachary Kincaide, Chief of Administration/Office Manager, of RLS & Associates. Mr. Myung Crossler-Laird, ODOT Compliance Program Coordinator, and Ms. Angie Jones, ODOT Regional Transit Coordinator, also participated in and observed the review.

The compliance review was organized into nine (9) major topical areas, encompassing:

1. Program Management
2. Financial Management
3. Operations Management
4. Procurement
5. Use and Maintenance of Project Equipment
6. Civil Rights
7. Americans with Disabilities Act
8. Charter and School Bus
9. Statewide Transportation Improvement Fund (STIF)

An overview of the major compliance principles and elements is provided for each topical area. Reviewers used the Compliance Field Guide Version 6.04 to determine the nature and extent of technical assistance required to assure compliance.

This report documents those policies, procedures, or practices requiring corrective action to bring the element(s) into compliance or for which a best practice recommendation could improve operating or administrative efficiency. Findings relative to the subrecipient are stated and remedial actions necessary to achieve compliance are outlined in each topical area along with a timetable to address the findings.

Observations and recommendations will be provided as a result of the review. These findings are typically categorized as follows:

**Exhibit 2. Report Findings**

Report Finding	Subrecipient Responsibility	Timeframe
Compliance Observation	Implement remedial action within a limited, prescribed timeframe.	30 -180 Days
Advisory Recommendation	Optional element to be considered by transit system management. Recommendations typically represent industry “best practices” and should be evaluated by management accordingly.	No specific timeframe

In addressing each report’s recommendations, the following information will be provided:

- ◆ **Condition.** A narrative description of the condition or conditions which do not align with federal or state requirements or a condition that creates:
  - A compliance deficiency;
  - An increase in risk to the agency; or
  - An inefficient use of agency resources.
- ◆ **Remedy.** The review will provide a detailed narrative of remedial activity needed to address the condition noted above. Where applicable, sample forms, policies, or procedures will be provided to the subrecipient to assist the subrecipient remedy the deficiency.
- ◆ **Timeframe.** In consultation with ODOT staff, the reviewer will determine a suitable timeframe to implement corrective action for all Compliance Observations.

If Morrow County requires additional time beyond what is noted in this report, the organization should consult with its ODOT Regional Transit Coordinator (RTC). A compliance review corrective action plan at the end of this report contains a summary table of all report recommendations.

Because of the test nature and other inherent limitations of the limited scope of work encompassed in this review, together with the limitations of any system of internal and management controls used to ensure compliance, this assessment will not necessarily disclose all findings of noncompliance. The procedures employed are substantially less in scope than a compliance audit; they are designed to

provide the transit system with technical assistance to facilitate compliance with the terms and conditions of federal financial assistance.

## **Service Area**

Morrow County is located in north central Oregon, situated on 2,049 square miles of diverse terrain that stretches from the Columbia River in the north to the Blue Mountains in the south. The County is home to approximately 12,303 residents, resulting in a population density of approximately 6 persons per square mile. Interstate 84 crosses the County in the north along the Columbia River, while Oregon Routes 74, 206, and 207 provide for north-south transportation.

The City of Heppner is the county seat as well as the second largest population center in the County behind the City of Boardman. Morrow County's other incorporated towns are Lone, Irrigon, and Lexington. The County's major industries are recorded as agriculture, food processing, lumber, livestock, and recreation.

## **Description of the Transit Service**

Morrow County operates "The Loop," a curb-to-curb demand response service available to all County residents and visitors. The Loop runs weekdays from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Monday through Friday, except for holidays. Riders are asked to make trip reservations at least two weeks in advance, but the County will endeavor to accommodate requests made that do not meet this standard. While The Loop is free for riders, donations in support of the program are accepted. The program's drivers serve on a volunteer basis and are reimbursed \$25 for each day of service, regardless of mileage.

In March 2023, the County implemented a weekly shuttle service providing access to Portland, Wildhorse, and Walla Walla. Services are provided every Thursday and are free to the public. Advance reservation is required. The County plans to implement a deviated fixed route in Boardman effective July 2023. Grant monies for support of the operations have been identified and state funds were utilized to procure the required capital; one vehicle is slated for delivery in the coming months.

Additionally, the County contracts with both the Confederated Tribes of the Umatilla Indian Reservation and the Good Shepherd Health Care System to deliver service to seniors and individuals with disabilities within the County.

## Funding

Morrow County receives federal and state funding through various programs including, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program; Special Transportation Improvement Fund (STIF) formula and discretionary monies; and Special Transportation Fund (STF) grant funds.

## Overview of the Compliance Status of Morrow County

Morrow County has realized revisions to key members of their executive and management team since the 2019 review. The Transit Manager and Finance Director are new to the positions, having served in their current roles within the County for periods of less than six and twelve months, respectively.

Based on interviews conducted and materials examined as part of this compliance review, a total of twelve Compliance Observations within five technical review areas were identified. While the review team identified deficiencies with state and/or federal requirements, remedial actions to address findings within the areas of Financial Management and Procurement were already underway before the conclusion of the site review.

Morrow County can achieve compliance with respect to the Americans with Disabilities Act (ADA) deficiencies by developing and advertising the availability of a formal ADA complaint process and form. Additionally, the County is obligated to develop a reasonable modification policy.

The County can achieve compliance in additional technical areas, including Civil Rights through the submission of a revised Title VI plan. When updating their plan, the County should only focus, in the four-factor analysis, on those language populations who speak English "less than very well.." The County's Title VI Complaint form is comprehensive and readily available to the public. However, a minor revision to Section III of the complaint form, removing "disability" as a classification, is advised.

# Morrow County Compliance Review

## Program Management

Program management encompasses several key areas, including the governing structure of the organization, documentation detailing the environment of control, and the subrecipient's managerial capacity to ensure adequate oversight and proper use of federal funds. All ODOT grant recipients must be legally constituted and have a governing board that must provide appropriate oversight of the financial affairs of the organization and approve all key policies of the agency. An agency's overall control environment sets the tone of the organization and influences the control consciousness of its employees. To successfully address risks and achieve its objectives, agency management must institute various control activities, such as segregation of duties, physical controls, and a system of approvals.

Program management encompasses the following areas in the review process:

- ◆ Organizational Governance
- ◆ Control Environment

### ***Program Management Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Program Management. However, one Advisory Recommendation was noted to improve the County's management of the program.

<b>1. Advisory Recommendation</b>	<b>Control Environment</b>
-----------------------------------	----------------------------

<b>No 1914</b>	<b>Code: N/A</b>
----------------	------------------

**Condition:** The Transit Manager has an extensive background in transportation working with the public county school system and a private transportation provider before assuming the position with Morrow County Transit. To ensure current management is proficient in the requirements unique to the public transportation industry and regulations specific to public service providers, the development of a more formalized professional development plan is recommended.

**Remedy:** A formalized training plan inclusive of networking and mentorship with Oregon peer transit professionals should be established to ensure management remains well informed of current public transportation regulations as well as industry standards and best practices.



*Timeframe:* No specific timeframe

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## Financial Management

All subrecipients are required to establish and maintain an accounting system that follows generally accepted accounting principles (GAAP) and/or guidelines issued by the Government Accounting Standards Board (GASB). All financial transactions must be recorded in a manner to be clearly identified, easily traced, and substantially documented. The fully allocated cost of the public transit program must be identified regardless of the agency's operational nature. All ODOT subrecipients are expected to use funds received as specified in the project application and grant agreement(s). Control systems must adhere to the applicable requirements outlined in the State Management Plan and other requirements as may be established by ODOT.

Financial management encompasses the following areas in the review process:

- ◆ Accounting Practices
- ◆ Indirect Costs
- ◆ Internal Controls
- ◆ Budget
- ◆ Documentation of Costs
- ◆ Cash Management
- ◆ Financial and Program Reporting
- ◆ Local Match
- ◆ In-Kind or Contributed Services
- ◆ Program Income
- ◆ Single Audit

### ***Financial Management Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, deficiencies were found with ODOT requirements in the area of Financial Management. The County must address:

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#### **2. Compliance Observation**

#### **Accounting Practices**

**No 1915**

**Code: FM2-1**

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*Condition:* The County was unable to demonstrate that it had written requirements, as required in 2 CFR § 200.302(b)(7), to determine the allowability of costs it charges to its various state and federal grants.

**Remedy:** The County must adopt financial procedures for ensuring that all costs charged to its Federal awards have been evaluated, before submission to ODOT, for allowability with standards set forth in Subpart E—Cost Principles of 2 CFR § 200. The referenced procedures must be adopted to ensure the County can identify the source and application of Federally funded activities, maintain control over Federal funds, and how it can generate reports that enable comparison of budgeted amounts versus expenditures for each Federal award.

**Timeframe:** 60 Days

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**3. Compliance Observation**

**Accounting Practices**

**No 1916**

**Code: 2-2**

**Condition:** The County could not produce during the site visit and did not respond to post-visit requests for general ledger information that would enable assessment of the adequacy of the chart of accounts and whether the County maintained appropriate documentation to support its charges to federal grant awards. As a consequence, a deficiency must be issued.

**Remedy:** The County must submit a copy of its chart of accounts used to track its FTA and ODOT grants and provide an explanation to ODOT on how the County complies with 2 CFR § 200.403(b)(7) to adequately document all costs charged to its grant awards.

**Timeframe:** 60 Days

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**4. Compliance Observation**

**Cash Management**

**No 1917**

**Code: FM7-1**

**Condition:** The County does not have written procedures for handling cash and donations. Federal regulations require that subrecipients of federal funds have internal control practices to prevent waste, loss, and misuse of federal funds; this requirement extends to fares and donations. Moreover, FTA requires that these revenues must be segregated and reported separately as there are distinct grant accounting and reporting requirements for each revenue source.

*Remedy:* The County must revise its Passenger Service and Operational Guidelines Manual to include language detailing its processes for handling donation monies,

**This is a repeat finding.**

*Timeframe:* 30 Days

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## 5. Compliance Observation

## Financial Reporting

**No 1918**

**Code: FM8-1**

*Condition:* Based on the information provided by ODOT, the County has demonstrated untimely submittal of quarterly STIF reports in the Oregon Public Transit Information System (OPTIS). Timely reporting is a contractual requirement for all ODOT-administered funding programs.

*Remedy:* The County must ensure that STIF reports are submitted to ODOT through the prescribed OPTIS platform no more than 45 days after the end of the quarter.

*Timeframe:* 30 Days

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## Operations Management

All subrecipients are required to demonstrate the managerial and technical capacity to meet all federal and state requirements, affect the scope of services described in grant applications and agreements, and optimize federal and state funding in a manner consistent with safeguarding the public trust. Subrecipients meet this requirement by ensuring appropriate staff levels, providing adequate training, and developing policies and procedures that maximize operational efficiency and effectiveness. In addition to the primary topics discussed below, reviewers also evaluated policies and procedures including customer service, operations planning, marketing, and complaint management.

Operations management encompasses the following areas in the review process:

- ◆ Organization and Staffing
- ◆ Operations

- ◆ Scheduling
- ◆ Dispatching
- ◆ Safety and Security

**Operations Management Compliance Observations and Advisory Recommendations**

Based on materials presented to the reviewers and observations made during the review, no deficiencies were found with ODOT requirements in the area of Operations Management. However, one Advisory Recommendation is offered to improve the County’s management of the program.

6. Advisory Recommendation	Operations
<b>No 1919</b>	<b>Code: N/A</b>
<p><i>Condition:</i> A comprehensive training program for transit operators in the County’s <i>Passenger Service and Operational Guidelines Manual</i>. The required training elements are provided to all incoming employees prior to their release into revenue service. The manual references a period of “six months” in which training is administered; however, this period applies only to CPR training and not to training topics required following the onboarding process.</p> <p><i>Remedy:</i> The County should update its <i>Passenger Service and Operational Guidelines Manual</i> to include clarifying language as to the time period in which all training elements, including required topics and CPR, are performed.</p> <p><i>Timeframe:</i> No specific timeframe</p>	

## Procurement

PTD and subrecipients receiving funding under ODOT programs must comply with all federal, state, and local laws, ordinances, regulations, and policies regarding procurement and contracting. FTA Circular 4220.1F documents applicable federal procurement requirements. Subrecipients that are public entities will follow those requirements that apply to state and local governments.

All non-federal entities, including subrecipients of the state, must follow 2 CFR part 200.318, “General procurement standards,” through 2 CFR part 200.326, “Contract provisions.” Subrecipients that are private for-profit organizations must comply with FTA procurement requirements contained in FTA Circular 4220.1F for procurements conducted with federal funds.

Procurement encompasses the following areas in the review process:

- ◆ Standards of Conduct
- ◆ Third-Party Contracting Capacity
- ◆ Purchasing Methods
- ◆ Other Than Full and Open Competition
- ◆ Cost and Price Analysis
- ◆ Protests and Disputes
- ◆ Pre-Award and Post-Delivery Audits
- ◆ New Model Bus Testing

***Procurement Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Procurement. However, one Advisory Recommendation is offered to improve the County’s management of the program.

7. Advisory Recommendation	Third-Party Contracting Capacity
No 1920	Code: N/A
<p><i>Condition:</i> While the review of several key procurements did not detect any compliance deficiencies, it was noted that the County had a difficult time identifying and sorting its federally-funded procurements. It is recommended that a high-level listing of all federally-funded procurement should be maintained to ensure that those purchases are conducted in a manner consistent with all federal requirements.</p>	
<p><i>Remedy:</i> The County should establish a record-keeping process documenting the history of all procurements above the micro-purchase threshold. The Finance Director and Transit Manager should be versed in the process as referenced and able to produce the historical listing upon request. More importantly, key personnel will then be aware that federal funds are being used and will be tasked with ensuring all federal requirements are incorporated into the solicitation and contract documents.</p>	
<p><i>Timeframe:</i> No specific timeframe</p>	

# Use and Maintenance of Project Equipment

Capital equipment is defined as a tangible item with an aggregate purchase price of \$5,000 or more and with a useful life of at least one year. For all equipment, subrecipients are responsible for maintaining appropriate equipment records by: including a method of assigning a property tag number to each item; performing a periodic inventory (at least every two years); safeguarding equipment from misuse and abuse; maintaining equipment in a state of good repair; and following appropriate disposal procedures when equipment is no longer needed or has exceeded its useful life.

The subrecipient and/or designated operator shall have the requisite fiscal and technical capacity to carry out the project and be responsible for maintaining required insurance coverage and property records, conducting physical inventories, implementing adequate property control systems, and maintaining the equipment in proper working condition. Documentation that supports compliance with these elements must be available upon request. Equipment and facilities must be kept in good operating order. Meal delivery or other incidental services provided by the grantee cannot conflict with the provision of public transit service or result in a reduction of service to transit passengers.

Use and maintenance of project equipment encompasses the following areas in the review process:

- ◆ Real Property
- ◆ Equipment – General
- ◆ Maintenance of Equipment and Facilities
- ◆ Equipment – Insurance
- ◆ Equipment – Incidental Use

## ***Use and Maintenance of Project Equipment Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, deficiencies were found with ODOT requirements in the area of Use and Maintenance of Project Equipment. The County must address:

8. Compliance Observation	Maintenance
No 1921	Code: USE3-2
<p><i>Condition:</i> Based on the review sample of 30 preventive maintenance events (Vehicles 4943, 3663, and 7076), the timeliness of scheduled vehicle maintenance activity falls below the ODOT/FTA requirement of 80% on-time performance. Only 36.67% of the events were on-time.</p>	

*Remedy:* To ensure future compliance, the County should increase monitoring of PM activities to ensure maintenance is being performed in accordance with OEM recommendations as outlined in the County's preventative maintenance plan (updated November 2021). Increased oversight will ensure resources are being administered appropriately and vehicles are being maintained consistent with FTA's state of good repair standards.

*Timeframe:* 180 days

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9. Compliance Observation	Maintenance
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No 1922	Code: USE 3-6
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*Condition:* FTA and ODOT require subrecipients to establish procedures for adequate recording, tracking, and pursuing warranty claims against manufacturers. ODOT has developed the Warranty Tool for subrecipients to report and record vehicle warranty claims. At present, the County is not utilizing the reporting platform.

*Remedy:* To address FTA and ODOT requirements, the County must begin reporting warranty claims through the ODOT Warranty Tracker tool moving forward as this function is now live.

*Timeframe:* 30 days

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Additionally, two Advisory Recommendations are offered to improve the County's management of the program.

10. Advisory Recommendation	Maintenance
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No 1923	Code: N/A
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*Condition:* The County has a written maintenance plan that contains all required elements. However, it is not necessary to create a separate schedule for each vehicle in the fleet. It was noted that some vehicles (different make or model) fell into the approximate same schedule for preventive maintenance events.

*Remedy:* The County should classify vehicles by schedule type, not individual vehicles (e.g., 5,000-mile vehicles or 7,500 vehicles), and place a table in the plan that lists which schedule will apply to each vehicle. This will simplify maintenance administration.

*Timeframe:* No specific timeframe

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## 11. Advisory Recommendation

Disposition

No 1924

Code: N/A

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*Condition:* The disposition of FTA-funded assets has changed significantly with the passage of the Infrastructure Investment and Jobs Act (IIJA). To ensure the proper use of disposition proceeds, Morrow County should prepare internal guidance that takes into account these new procedures.

*Remedy:* It is recommended that Morrow County establish written disposition guidance that incorporates recent legislative changes in the IIJA.

*Timeframe:* No specific timeframe

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## Civil Rights

Federal civil rights requirements are encompassed in laws, regulations, and executive orders. The objective of FTA's oversight in this area is to:

- ◆ Ensure that the level and quality of transportation service are provided without regard to race, color, or national origin;
- ◆ Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;
- ◆ Promote the full and fair participation of all affected populations in transportation decision-making;
- ◆ Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations; and
- ◆ Ensure meaningful access to programs and activities by persons with limited English proficiency.

Civil Rights encompass the following areas in the review process:



- ◆ Title VI Requirements
- ◆ Limited English Proficiency (LEP)/Language Assistance Programs
- ◆ Equal Employment Opportunity
- ◆ Disadvantaged Business Enterprises (DBE)

**Civil Rights Compliance Observations and Advisory Recommendations**

Based on the interviews conducted and materials examined as part of this review, deficiencies were found with the ODOT requirements in the area of Civil Rights. The County must address:

<b>12. Compliance Observation</b>	<b>Title VI Program</b>
<b>No: 1925</b>	<b>Code: CR1-1</b>
<p><i>Condition:</i> FTA requires that a subrecipient’s Title VI program be updated every three years. During the review, it was determined that the most recent Title VI program is dated February 2023; however, the plan must be approved by the governing board. Further examination suggests that the Board approved the previous plan (dated 2018) but not the most recent update. Moreover, ODOT requires review and approval of the plan before it is submitted to the entity’s governing board.</p> <p><i>Remedy:</i> The County must submit a current Title VI plan to ODOT for approval. Following acceptance, the plan will need to be presented to the County’s Board of Commission for review and adoption.</p> <p><i>Timeframe:</i> 60 days</p>	

<b>13. Compliance Observation</b>	<b>LAP</b>
<b>No: 1926</b>	<b>Code: CR2-1</b>
<p><i>Condition:</i> In updating its Title VI program, Morrow County must revise its computation in Step 1 of the Four Factor Analysis. The critical demographic that should be documented in this step is “Language Spoken at Home.” The purpose of this step is to identify individuals in non-English speaking language groups who speak English “less than very well.” When these enumerated populations exceed 1,000 persons or five percent of the County’s population, Morrow County must focus efforts on the translation of “vital” documents necessary to use and access the Loop’s transit</p>	

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services. The current plan examined as part of this review merely documents those individuals who speak a language other than English.

*Remedy:* In preparing their update to the Title IV Program, the County should update its Four Factor analysis and include data relative to populations who speak English “less than very well. Table B16004 or C16001 (preferred) are examples of the tables in the American Community that can provide this information.

*Timeframe:* 60 days

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## Americans with Disabilities Act

Under U.S. Department of Transportation (USDOT) Americans with Disabilities Act of 1990 (ADA) regulations, public and private transportation providers are required to operate services in a way that does not discriminate against persons with disabilities. The regulations include general nondiscrimination provisions that apply to all types of agencies and services. Some provisions apply only to certain types of agencies and services. For example, public fixed route operators are required to make onboard stop announcements to keep riders oriented to their location.

Demand responsive systems encompass a wide variety of service types, including traditional dial-a-ride service, taxi subsidy service, vanpool service, and route deviation service. Complementary paratransit service, also a type of demand responsive system, has unique service requirements and is exclusively limited to those entities providing fixed route service.

The requirement under the ADA for demand response service providers is associated with vehicle acquisition standards. ADA rules require service equivalency: “If the system, when viewed in its entirety, provides a level of service to individuals with disabilities, including individuals who use wheelchairs, equivalent to the level of service it provides to individuals without disabilities” it is considered compliant with ADA requirements. Seven (7) criteria must be met to determine if the entity is providing equivalent service. Where all the vehicles in a demand responsive vehicle fleet are fully accessible, the equivalent service standards do not apply.

The Americans with Disabilities Act encompasses the following areas in the review process:

- ◆ Entity/Service Classification
- ◆ Nondiscrimination/Reasonable Modification
- ◆ Demand Response Systems
- ◆ Route/Point Deviation Systems

- ◆ Fixed Route Systems
- ◆ General Requirements
- ◆ Transportation Facilities +

***Americans with Disabilities Act Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, deficiencies were found with the ODOT requirements in the area of the Americans with Disabilities Act (ADA). The County must address:

**14. Compliance Observation**

**Nondiscrimination**

**No: 1927**

**Code: ADA2-5**

*Condition:* Public entities are required under 49 CFR § 37.5(i)(3) to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services. The process to be used in considering requests for reasonable modifications is described in 49 CFR 37.169. The County does not communicate or does not make the option for the public to request a reasonable modification of policies and practices.

*Remedy:* The County must submit to ODOT a policy to ensure the entity communicates and makes necessary reasonable modifications to policies and services. Instruction for submitting a request for reasonable modification to its policies and services must be accessible and advertised to the public.

*Timeframe:* 60 days

**15. Compliance Observation**

**Nondiscrimination**

**No: 1928**

**Code: ADA2-6**

*Condition:* Subrecipients are required to have procedures for addressing ADA complaints that incorporate appropriate due process standards and provide for prompt and equitable resolution. Recipients must advertise the process for filing an ADA-related complaint through means such as websites and communicate a response promptly to any individual filing a complaint. The County does not have an ADA complaint process and form available and advertised to the public.

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**Remedy:** The County must develop an ADA complaint policy, communicate this policy to the public, and adopt procedures for the prompt resolution of complaints.

**Timeframe:** 60 days

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**16. Compliance Observation**

**Demand Response Services**

**No: 1929**

**Code: ADA4-3**

**Condition:** Under the ADA, a public entity operating a demand response system for the general public making a solicitation after August 25, 1990, to purchase or lease a new bus or other new vehicle for use on the system, must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. If the system, when viewed in its entirety, provides a level of service to individuals with disabilities, including individuals who use wheelchairs, equivalent to the level of service it provides to individuals without disabilities, it may purchase new vehicles that are not readily accessible to and usable by individuals with disabilities. However, in exercising this flexibility, a subrecipient must submit a certificate of equivalent service to ODOT and update its assertion every year thereafter when non-accessible vehicles are used. **The County did not complete and submit the required ODOT certification with their most recent acquisition of a non-accessible vehicle.**

**Remedy:** The County must file the required certification with ODOT.

**Timeframe:** 30 days

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## **Charter and School Bus**

ODOT subrecipients are prohibited from using federally funded equipment or facilities to provide charter service. Under new regulations, effective April 30, 2008, certain activities are exempt from coverage and other charter services may be provided under limited circumstances if they meet certain exceptions spelled out in the regulation. Generally, service provided under contract to a human services agency is considered a "program purpose" and is exempt from charter regulatory coverage.

ODOT subrecipients are not permitted to use federally funded equipment to provide exclusive school bus transportation for school students and school personnel. The implementing regulation does permit regular service to be modified to accommodate school students along with the general public. Under FTA's school bus regulation, Head Start is considered a social service, not a school program.

The charter and school bus regulations encompass the following areas in the review process:

- ◆ Charter Service
- ◆ School Bus Service

### ***Charter and School Bus Compliance Observations and Advisory Recommendations***

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Charter and School Bus services.

## **Statewide Transportation Improvement Fund**

The Statewide Transportation Improvement Fund (STIF) provides financial support to eligible Public Transportation Service Providers (PTSPs), defined as a "Qualified Entity" (QE) or a city, county, Special District, Intergovernmental Entity, or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services. A QE is a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District, or an Indian Tribe. STIF funds may be used for public transportation purposes that support the effective planning, deployment, operation, and administration of STIF-funded public transportation programs, including, but not limited to:

- ◆ Creation of new systems and services with origins, destinations, or stops in Oregon;
- ◆ Maintenance or continuation of systems and services; and
- ◆ Planning for and developing a Local Plan or future STIF Plan to improve Public Transportation
- ◆ Service.

The majority of the STIF money (90%) is allocated based on a formula; the formula is structured to ensure that no Qualified Entity receives less than \$100,000 per year. The remaining funds are distributed by the Public Transportation Discretionary Grant Program.

**Statewide Transportation Improvement Fund Compliance Observations and Advisory Recommendations**

Based on the interviews conducted and materials examined as part of this review, deficiencies were found with ODOT requirements in the area of the Statewide Transportation Improvement Fund. The County must address:

17. Compliance Observation	STIF Reporting
<b>No: 1930</b>	<b>Code: STIF6-2</b>
<p><i>Condition:</i> The County's STIF reports do not include actions taken to mitigate the impact of STIF tax on passengers who reside in low-income communities within the County as required by Oregon Administrative Rules (OAR-732-040-025). Additionally, the report does not explain how the County defines and identifies passengers in the referenced communities.</p>	
<p><i>Remedy:</i> The County must define or quantify low-income passengers in its STIF reporting. Additionally, the reports must define a mitigation strategy on the impact of STIF tax on passengers who reside in low-income communities.</p>	
<p><i>Timeframe:</i> 90 days</p>	

18. Compliance Observation	STIF Inventory
<b>No: 1931</b>	<b>Code: STIF9-1</b>
<p><i>Condition:</i> Oregon Administrative Rules (OAR-732-044-0005(2)(a)-(b)) stipulate the requirements for an asset inventory of STIF-funded equipment, vehicles, and real property. The County's inventory of rolling stock funding with STIF monies does not include all elements as required by the state.</p>	
<p><i>Remedy:</i> The County's inventory of rolling stock must be updated in accordance with the requirements set forth in Oregon Administrative Rules (OAR-732-044-0005(2)(a)-(b)).</p>	
<p><i>Timeframe:</i> 30 days</p>	

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# Compliance Review Corrective Action Plan

## Summary

A total of thirteen (13) Compliance Observations were made as a result of this review. The review also resulted in five (5) Advisory Recommendations, or recommendations developed by the review team that may help to improve the management or operation of the transit system.

Compliance observations are actions that must be addressed by the transit system to comply with state regulations. Advisory recommendations are recommendations developed by the review team that may help to improve the management or operation of the transit system.

Exhibit 3 provides a summary of all observations and advisory recommendations contained in this compliance review.

For each observation, a recommended time frame for subrecipient remedial action is recommended. Both ODOT and Morrow County may comment on this recommendation; this timeframe can then be adjusted based on the mutual agreements between the subrecipient and ODOT.



**Exhibit 3. Summary of Compliance Observation**

Subrecipient		Date of Final Report	ODOT Region	RTC
Morrow County		June 26, 2023	5	Angie Jones

Topic: Program Management		Subtopic: Control Environment	Advisory Recommendation
No.: 1914			Code: N/A1
Item No.	Condition	Remedy	Timeframe
1	The Transit Manager has an extensive background in transportation working with the public county school system and a private transportation provider before assuming the position with Morrow County Transit. To ensure current management is proficient in the requirements unique to the public transportation industry and regulations specific to public service providers, the development of a more formalized professional development plan is recommended.	A formalized training plan inclusive of networking and mentorship with Oregon peer transit professionals should be established to ensure management remains well informed of current public transportation regulations as well as industry standards and best practices.	No specified timeframe
Topic: Financial Management		Subtopic: Accounting Practices	Compliance Observation
No.: 1915			Code: FM2-1
Item No.	Condition	Remedy	Timeframe
2	The County was unable to demonstrate that it had written requirements, as required in 2 CFR § 200.302(b)(7), to determine the allowability of costs it charges to its various state and federal grants.	The County must adopt financial procedures for ensuring that all costs charged to its Federal awards have been evaluated, before submission to ODOT, for allowability with standards set forth in Subpart E—Cost Principles of 2 CFR § 200. The referenced procedures must be adopted to ensure the County can identify the source and application of Federally funded activities, maintain control over Federal funds, and how it can generate reports that enable comparison of budgeted amounts versus expenditures for each Federal award.	60 Days

Topic: Financial Management		Subtopic: Accounting Practices	Compliance Observation
No.: 1916		Code: FM2-6	
Item No.	Condition	Remedy	Timeframe
3	The County could not produce during the site visit and did not respond to post-visit requests for general ledger information that would enable assessment of the adequacy of the chart of accounts and whether the County maintained appropriate documentation to support its charges to federal grant awards. As a consequence, a deficiency must be issued.	The County must submit a copy of its chart of accounts used to track its FTA and ODOT grants and provide an explanation to ODOT on how the County complies with 2 CFR § 200.403(b)(7) to adequately document all costs charged to its grant awards.	60 Days
Topic: Financial Management		Subtopic: Cash Management	Compliance Observation
No.: 1917		Code: FM7-1	
Item No.	Condition	Remedy	Timeframe
4	The County does not have written procedures for handling cash and donations. Federal regulations require that subrecipients of federal funds have internal control practices to prevent waste, loss, and misuse of federal funds; this requirement extends to fares and donations. Moreover, FTA requires that these revenues must be segregated and reported separately as there are distinct grant accounting and reporting requirements for each revenue source.	The County must revise its Passenger Service and Operational Guidelines Manual to include language detailing its processes for handling donation monies,  This is a repeat finding.	30 Days
Topic: Financial Management		Subtopic: Financial Reporting	Compliance Observation
No.: 1918		Code: FM8-1	
Item No.	Condition	Remedy	Timeframe
5	Based on the information provided by ODOT, the County has demonstrated untimely submittal of quarterly STIF reports in the Oregon Public Transit Information System (OPTIS). Timely	The County must ensure that STIF reports are submitted to ODOT through the prescribed OPTIS	30 Days

	reporting is a contractual requirement for all ODOT-administered funding programs.	platform no more than 45 days after the end of the quarter.	
<b>Topic: Operations Management</b>		<b>Subtopic: Operations</b>	<b>Advisory Recommendation</b>
<b>No.: 1919</b>		<b>Code: N/A</b>	
	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
6	A comprehensive training program for transit operators in the County's Passenger Service and Operational Guidelines Manual. The required training elements are provided to all incoming employees prior to their release into revenue service. The manual references a period of "six months" in which training is administered; however, this period applies only to CPR training and not to training topics required following the onboarding process.	The County should update its <i>Passenger Service and Operational Guidelines Manual</i> to include clarifying language as to the time period in which all training elements, including required topics and CPR, are performed.	No specified timeframe
<b>Topic: Procurement</b>		<b>Subtopic: Third-Party Contracting Capacity</b>	<b>Advisory Recommendation</b>
<b>No.: 1920</b>		<b>Code: N/A</b>	
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
7	While the review of several key procurements did not detect any compliance deficiencies, it was noted that the County had a difficult time identifying and sorting its federally-funded procurements. It is recommended that a high-level listing of all federally-funded procurement should be maintained to ensure that those purchases are conducted in a manner consistent with all federal requirements.	The County should establish a record-keeping process documenting the history of all procurements above the micro-purchase threshold. The Finance Director and Transit Manager should be versed in the process as referenced and able to produce the historical listing upon request. More importantly, key personnel will then be aware that federal funds are being used and will be tasked with ensuring all federal requirements are incorporated into the solicitation and contract documents.	No specified timeframe

Topic: Use and Maintenance of Equipment and Facilities		Subtopic: Maintenance of Equipment and Facilities	Compliance Observation
No.: 1921		Code: USE3-2	
Item No.	Condition	Remedy	Timeframe
8	Based on the review sample of 30 preventive maintenance events (Vehicles 4943, 3663, and 7076), the timeliness of scheduled vehicle maintenance activity falls below the ODOT/FTA requirement of 80% on-time performance. Only 36.67% of the events were on-time.	To ensure future compliance, the County should increase monitoring of PM activities to ensure maintenance is being performed in accordance with OEM recommendations as outlined in the County's preventative maintenance plan (updated November 2021). Increased oversight will ensure resources are being administered appropriately and vehicles are being maintained consistent with FTA's state of good repair standards.	180 days
Topic: Use and Maintenance of Equipment and Facilities		Subtopic: Maintenance of Equipment and Facilities	Compliance Observation
No.: 1922		Code: USE3-6	
Item No.	Condition	Remedy	Timeframe
9	FTA and ODOT require subrecipients to establish procedures for adequate recording, tracking, and pursuing warranty claims against manufacturers. ODOT has developed the Warranty Tool for subrecipients to report and record vehicle warranty claims. At present, the County is not utilizing the reporting platform.	To address FTA and ODOT requirements, the County must begin reporting warranty claims through the ODOT Warranty Tracker tool moving forward as this function is now live.	30 days
Topic: Use and Maintenance of Equipment and Facilities		Subtopic: Maintenance of Equipment and Facilities	Advisory Recommendation
No.: 1923		Code: N/A	
Item No.	Condition	Remedy	Timeframe
10	The County has a written maintenance plan that contains all required elements. However, it is not necessary to create a separate schedule for each vehicle in the fleet. It was noted that some vehicles (different make or model) fell into the	The County should classify vehicles by schedule type, not individual vehicles (e.g., 5,000-mile vehicles or 7,500 vehicles), and place a table in the plan that lists	No specified timeframe

	approximate same schedule for preventive maintenance events.	which schedule will apply to each vehicle. This will simplify maintenance administration.	
<b>Topic: Use and Maintenance of Equipment and Facilities</b>		<b>Subtopic: Disposition</b>	<b>Advisory Recommendation</b>
<b>No.: 1924</b>			<b>Code: N/A</b>
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
11	The disposition of FTA-funded assets has changed significantly with the passage of the Infrastructure Investment and Jobs Act (IIJA). To ensure the proper use of disposition proceeds, Morrow County should prepare internal guidance that takes into account these new procedures.	It is recommended that Morrow County establish written disposition guidance that incorporates recent legislative changes in the IIJA.	No specified timeframe
<b>Topic: Civil Rights</b>		<b>Subtopic: Title VI Program</b>	<b>Compliance Observation</b>
<b>No.: 1925</b>			<b>Code: CR1-1</b>
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
12	FTA requires that a subrecipient's Title VI program be updated every three years. During the review, it was determined that the most recent Title VI program is dated February 2023; however, the plan must be approved by the governing board. Further examination suggests that the Board approved the previous plan (dated 2018) but not the most recent update. Moreover, ODOT requires review and approval of the plan before it is submitted to the entity's governing board.	The County must submit a current Title VI plan to ODOT for approval. Following acceptance, the plan will need to be presented to the County's Board of Commission for review and adoption.	60 days
<b>Topic: Civil Rights</b>		<b>Subtopic: LAP</b>	<b>Compliance Observation</b>
<b>No.: 1926</b>			<b>Code: CR2-1</b>
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
13	In updating its Title VI program, Morrow County must revise its computation in Step 1 of the Four Factor Analysis. The critical demographic that should be documented in this step is	In preparing their update to the Title IV Program, the County should update its Four Factor analysis and include data relative to populations who speak English	60 days

	<p>“Language Spoken at Home.” The purpose of this step is to identify individuals in non-English speaking language groups who speak English “less than very well.” When these enumerated populations exceed 1,000 persons of five percent of the County’s population, Morrow County must focus efforts on the translation of “vital” documents necessary to use and access the Loop’s transit services. The current plan examined as part of this review merely documents those individuals who speak a language other than English.</p>	<p>“less than very well. Table B16004 or C16001 (preferred) are examples of the tables in the American Community that can provide this information.</p>	
<b>Topic: ADA</b>		<b>Subtopic: Nondiscrimination</b>	<b>Compliance Observation</b>
<b>No.: 1927</b>		<b>Code: ADA2-5</b>	
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
14	<p>Public entities are required under 49 CFR § 37.5(i)(3) to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services. The process to be used in considering requests for reasonable modifications is described in 49 CFR 37.169. The County does not communicate or does not make the option for the public to request a reasonable modification of policies and practices.</p>	<p>The County must submit to ODOT a policy to ensure the entity communicates and makes necessary reasonable modifications to policies and services. Instruction for submitting a request for reasonable modification to its policies and services must be accessible and advertised to the public.</p>	60 days
<b>Topic: ADA</b>		<b>Subtopic: Nondiscrimination</b>	<b>Compliance Observation</b>
<b>No.: 1928</b>		<b>Code: ADA2-6</b>	
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
15	<p>Subrecipients are required to have procedures for addressing ADA complaints that incorporate appropriate due process standards and provide for prompt and equitable resolution. Recipients must advertise the process for filing an ADA-related</p>	<p>The County must develop an ADA complaint policy, communicate this policy to the public, and adopt procedures for the prompt resolution of complaints.</p>	60 days

	complaint through means such as websites and communicate a response promptly to any individual filing a complaint. The County does not have an ADA complaint process and form available and advertised to the public.		
<b>Topic: ADA</b>		<b>Subtopic: Demand Response Services</b>	<b>Compliance Observation</b>
<b>No.: 1929</b>			<b>Code: ADA4-3</b>
<b>Item No.</b>	<b>Condition</b>	<b>Remedy</b>	<b>Timeframe</b>
16	Under the ADA, a public entity operating a demand response system for the general public making a solicitation after August 25, 1990, to purchase or lease a new bus or other new vehicle for use on the system, must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. If the system, when viewed in its entirety, provides a level of service to individuals with disabilities, including individuals who use wheelchairs, equivalent to the level of service it provides to individuals without disabilities, it may purchase new vehicles that are not readily accessible to and usable by individuals with disabilities. However, in exercising this flexibility, a subrecipient must submit a certificate of equivalent service to ODOT and update its assertion every year thereafter when non-accessible vehicles are used. The County did not complete and submit the required ODOT certification with their most recent acquisition of a non-accessible vehicle.	The County must file the required certification with ODOT.	30 days

Topic: STIF		Subtopic: STIF Reporting	Compliance Observation
No.: 1930		Code: STIF6-2	
Item No.	Condition	Remedy	Timeframe
17	The County's STIF reports do not include actions taken to mitigate the impact of STIF tax on passengers who reside in low-income communities within the County as required by Oregon Administrative Rules (OAR-732-040-025). Additionally, the report does not explain how the County defines and identifies passengers in the referenced communities.	The County must define or quantify low-income passengers in its STIF reporting. Additionally, the reports must define a mitigation strategy on the impact of STIF tax on passengers who reside in low-income communities.	90 days
Topic: STIF		Subtopic: STIF Inventory	Compliance Observation
No.: 1931		Code: STIF9-1	
Item No.	Condition	Remedy	Timeframe
18	Oregon Administrative Rules (OAR-732-044-0005(2)(a)-(b)) stipulate the requirements for an asset inventory of STIF-funded equipment, vehicles, and real property. The County's inventory of rolling stock funding with STIF monies does not include all elements as required by the state.	The County's inventory of rolling stock must be updated in accordance with the requirements set forth in Oregon Administrative Rules (OAR-732-044-0005(2)(a)-(b)).	30 days





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Historically in Morrow County the Emergency Manager position was tied to the Undersheriff position. As the County grew, along with regulations, it became too much for one person to do both positions. In 2021, the Emergency Manager position was budgeted for as it's own position and was placed under the supervision of the County Administrator.

With the recent resignation of our current Emergency Manager, the County has re-evaluated where this position should report. After discussion, it is believed that it would be more effective to operations if the Emergency Manager reported to the Sheriff's Office instead of the Administrator.

Attached are the edits to the job description reflecting this change of reporting.

## 2. FISCAL IMPACT:

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

Suggested motion to approve the reporting structure of the Emergency Manager position be transferred from the Administrator to the Sheriff.

Attach additional background documentation as needed.



## MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sep 2020, July 2023

Position Title: Emergency Manager

Department: Emergency Management Sheriff's Office

Supervisor: County Administrator Sheriff

Salary Range: 24/ Exempt

**Position Summary:** The Morrow County Emergency Manager coordinates disaster/ crisis response, ICS training, and prepares county emergency plans. The Emergency Manager is available to assist city elected officials, directors, and managers who are responsible for emergencies in their jurisdictions. The Emergency Manager is also the State contact for the cities and agencies in Morrow County, as it relates to disaster or crisis. The focus of the Emergency Manager is Preparation, Response, Recovery and Mitigation Prevention, Mitigation, Preparedness, Response, and Recovery for any major emergency that might affect Morrow County.

**Supervisory Responsibilities:** Provides management in the Emergency Operations Center during emergencies/activations.

### Qualifications:

- Minimum Education: High School diploma or GED
- Associates degree in Emergency Management, Business, Public Administration, or Public Safety or the equivalent of 2 years' experience in a related position.
- Completed or complete within one year from hire, the training programs prescribed by state and federal authorities (ICS 100, 200, 700, 800, 300 and 400).
- CPR Certification within 90 days of employment
- Amateur Radio Certification preferred. (HAM Radio)
- Become iPaws Certified through FEMA within 3 months of hire.
- Previous experience in emergency planning, financial management, and emergency operations is preferred.
- Public relations, supervisory, management experience, budget preparation, reporting and associated relevant skills are preferred.

### Skills/Abilities:

- Equipment used: Computer, including word processing, data base, Internet and spreadsheet programs; calculator, telephone, copy machine, fax machine, other office equipment, and automobile
- Skill and ability to use public safety radio system and amateur radio system.
- Demonstrates excellent oral, interpersonal, and written communication skills and organizational and problem-solving skills.

### Job Duties/Responsibilities:

- Develop an emergency program that includes safety planning, coordination of operations, community liaison, and support mitigation efforts.
- Must maintain a continuing familiarity with all phases of the principles of Integrated Emergency Management.
- Complete professional training required by Oregon Emergency Management to included, but not limited to, the Applied Basic Principles and the Professional Development Series.
- Work with other departments to prepare for concerns of pandemics, threats to power, water, energy, health, transportation infrastructure, fires, and other potential emergencies.
- Manage the Morrow County Incident Command System (I.C.S) and monitor county-wide compliance with the National Incident Management System (NIMS).
- Responsible for identifying training and planning needs for the I.C.S
- Participate in the Morrow County Government Command Advisory Team. The team includes: Liaison Commissioner, Emergency Manager, County Counsel, County ~~Manager Administrator~~, County Sheriff and appropriate office or department directors as required for the emergency at hand.
- Supervise, coordinate and maintain the daily operations of the Emergency Management Program Grant (EMPG).
- Responsible for operation, activation and support of the Emergency Operations Center (EOC) located at the Bartholomew Building in Heppner.
- During any activation, shall act as the Group Operations Leader.
- Assist the Board of Commissioners and County when filing declarations and gathers supporting data and information for disaster assistance when needed.

- Serve as a representative of the County to city, state, federal agencies, civic groups and the media in matters pertaining to emergency management.
- Maintain coordination with local and state government departments, agencies and utilities as needed during an emergency.
- Develop MOU's/IGA's or other agreements with such departments, agencies and utilities.
- Organize and coordinate local training for first responders, elected officials, directors and other staff as needed.
- Recruit, Train and Supervise qualified volunteers.
- Inform citizens of safety plans, updates and information using social media, newspaper articles and [Alert Sense ORAlert](#).
- Interpret and apply all federal and state directives that apply to emergency management and required by the Emergency Management Program Grant (EMPG).
- Utilize computer models and various weather service products to stay abreast of current weather conditions and advise county administrators and department heads of any action that may be needed.
- Establish and maintain warning systems to alert the public of disaster conditions. Conduct periodic checks of the warning system and provide public information on the types and use of warning devices during actual emergency situations.
- Prepares and manages Emergency Management budget. Monitor grant opportunities, prepare and submit grant applications as appropriate.
- Performs related duties as required to meet regional emergency management needs.

#### Essential Job Functions:

**Working Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee primarily works in an office environment; the employee occasionally may be tasked to work in outside weather conditions. The employee is occasionally exposed to moving mechanical parts, fumes or airborne particles, and toxic or caustic chemicals. The noise level in the work environment is usually moderate but can be noisy and chaotic at times.

This description covers the most significant and auxiliary duties performed but does not include other occasional work which may be similar, related to, or logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job changes.

***Physical:***

- Frequent walking, sitting, bending, talking, and listening.
- Ability to use hands and fingers to handle or operate objects, tools, controls, and reach with hands and arms.
- Ability to occasionally lift and/or move up to 50 pounds.
- Specific vision abilities required include close vision and the ability to adjust focus.

**ADA Statement**

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

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Signed and Reviewed

Date



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

(For BOC Use)
Item #
5e

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

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

Date submitted to reviewers: 6/30/2023
Requested Agenda Date: 7/5/2023

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

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

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Lindsay Grogan 6/30/2023 Human Resources \*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

There have been a few instances where Human Resources has run into issues of employees that have been awarded a promotional opportunity, however given the placement of their current scale, or their longevity on the scale - we were only able to offer a very immaterial compensation increase to assume a bigger role.

Human Resources is requesting to review the current promotion policy and is suggesting to change the policy to require a 5% minimum increase (unless it's over the top of the scale).

This would apply to those employees who are non-union or the group's collective bargaining agreement doesn't address it.

- Non-Union - Proposed Policy
- AFSCME General - Would default to policy
- AFSCME Road - Same as proposed. "Upon promotion, an employee will be placed upon the lowest step of the new salary range that provides at least a five percent pay increase not, however, to exceed the top step."
- Teamsters - Same as proposed. "Upon promotion to another position within the bargaining unit, an employee will be placed at the lowest step of the promotional salary range that provides a minimum five percent pay increase, not, however, to exceed the top step. Step increases shall be annual thereafter based on the anniversary date of the promotion."

Please see attached drafted policy with changes tracked.

## 2. FISCAL IMPACT:

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

Suggested motion to approve the proposed changes to the promotion policy.

Attach additional background documentation as needed.



# Employee Handbook

## Promotion Policy

Effective: July 5, 2023

### II.K Promotions

It is the County's policy to encourage and promote the professional growth of each employee. Therefore, the County encourages employees to apply for promotions to positions for which they are qualified. Promotions shall be based on the ability, qualifications and potential of candidates for the position.

The appointing power may recruit both current employees and applicants from outside the County service to ensure the selection of the most qualified and appropriate person to fill a position. The appointment to fill a vacancy in a management position may be made either by promotion from within the department or on a competitive basis utilizing outside sources.

When an employee is promoted, they will be paid at the first step of the new pay range that provides for ~~an a 5%~~ increase in pay, not to exceed the top step of the range. Step increases thereafter shall be based on the anniversary date of the promotion.

# SITE LOCATION: "FAIRGROUNDS"





## Opportunities & Challenges:

- Site Size: 2.2 acres (96,000 sf.)
- Zoning: R2 (Residential)
  - Will require a conditional use permit
- South facing slope is ideal for solar orientation and daylight. Grading at north parcel is more level.
- Mostly privacy and views to the east
- Site is above all flood zones except at the southern access that crosses Hinton creek.
- No on-site structures to be demolished.
- Northwest site assess easement to be procured.
  - Main public access is from the south.
  - Roadways not improved.
- Close proximity to residences could be buffered by landscaping.
- Site has capacity for full building and site program

New Level 1: 12,000 gsf

New Level 2: 8,000 gsf

20,000 gross s.f.

# PRELIMINARY SPACE NEEDS



## Space Needs

The chart below summarizes the building square footage needs per building component. These spaces were confirmed by each department. The exceptions to this are Justice Court and Juvenile Department as they were added very recently and we have not had the opportunity to confirm their space needs.

The square footages are derived based on a few factors. The first factor is the function of the space including how many people it needs to serve. The second factor is the Oregon Judicial Department's (OJD) space standards. The third factor is the factor we apply to the functional needs and space standards to account for wall thicknesses, circulation within and between departments, and building system space needs. These calculations are based on departmental and building grossing factors. NSF stands for Net Square Footage - or the size of a space measuring inside wall to inside wall. DGSF stands for Departmental Gross Square Footage - or the size of a department that includes circulation between spaces inside the department, as well as interior wall thicknesses and a portion of building systems. Gross Square Feet add a factor to the DGSF that includes circulation between departments, public circulation, staff circulation, in-custody circulation, building systems, and exterior wall thicknesses.

Currently, the new Morrow County Courthouse is anticipated to be about 21,280 gross square feet.

<b>Space Needs Summary</b>				
<b>#</b>	<b>Component</b>	<b>DGSF</b>	<b>Grossing Factor</b>	
100	Public Access	2,126	1.20	
200	Circuit Court	9,131	1.20	
225	Contingency Space	2,013	1.20	
250	Juvenile Department (estimated)	1,684	1.20	
300	Sheriff	1,078	1.20	
400	District Attorney	2,125	1.20	
500	Court Support	3,179	1.20	
<b>Total Facility Building Square Footage</b>		<b>21,336</b>	<b>1.20</b>	<b>25,603</b>
<b>25,603</b>				

## Space Needs Tables

The following charts reflect the current approach to space needed for a new courthouse by function and/or department.

<b>Space Number</b>	<b>Space</b>	<b>Space Std.</b>	<b>Qty.</b>	<b>Total NSF</b>	<b>Comments</b>
---------------------	--------------	-------------------	-------------	------------------	-----------------

100.01	Entry Vestibule	80	1	80	
100.02	Lobby and Waiting	300	1	300	With public use computer or kiosk
100.03	Public Restroom	65	3	195	Gender neutral, baby changing area
100.04	Public Elevator	160	1	160	
100.05	Stair	400	1	400	
100.06	Public Defender Workroom	200	1	200	Meeting space, small office/phone room
100.07	LPSCC/CJC Meeting Room (state agency)	240	1	240	Conference Room, counter with sink
	<b>Subtotal Net Area</b>			<b>1,575</b>	
	<b>Department Grossing</b>		35%	<b>851</b>	
	<b>Subtotal DGSF</b>			<b>2,126</b>	
<b>200.00</b>	<b>Circuit Court</b>				
200.01	Courtroom	2,000	1	2,000	16-person jury, bench with judge, witness and 2 staff (either in front or on side) well with 2 attorney tables and podium, gallery for 50
200.02	Sound Vestibule	80	1	80	Into courtroom to control sound
200.03	Interview/conference room	100	2	200	On either side of SV
200.04	Court Client Services	150	1	150	Camera'd, family law facilitator and treatment court support
200.05	Verification	160	1	160	Verification non-contact includes both sides
200.06	Chambers	350	1	350	Office with small conference table
200.07	Chambers Restroom	65	1	65	
200.08	Shared Support Workspace	120	1	120	Can be used for support staff and shared with other part tie functions
200.09	Jury Deliberation	400	1	400	Counter with uppers and lowers, sink, undercounter refrigerator
200.10	Jury Deliberation Restroom	65	2	130	Gender neutral, ADA
200.11	Jury Assembly	1000	1	1000	Seating for 50. Could be used as hearings room
200.12	Jury Assembly Restroom	65	2	130	Gender Neutral, ADA
200.13	Jury Assembly Lactation Rm.	80	1	80	
200.14	Workroom	120	1	120	Copier, supply storage, shredding
200.15	Trial Court Administrator	200	1	200	

200.16	Clerk Area	480	1	480	5 workstations, (2 future) and service counter with two windows (1 ADA) workstations
200.17	Interpreter room	36	2	72	
200.18	Files	250	1	250	
200.19	Public Counter	160	1	160	Both staff and public sides
200.20	Clerk Supervisor	150	1	150	office
	<b>Subtotal Net Area</b>			<b>6,297</b>	
	<b>Departmental Grossing</b>		45%	<b>2,834</b>	
	<b>Subtotal DGSF</b>			<b>9,131</b>	

Space Total		Space Standard	Qty.	NSF	Comments
<b>Number</b>	<b>Contingency Space</b>				
<b>225.00</b>					
225.01	Reception	80	1	80	
225.02	Receptionist	48	1	48	
225.03	Workroom	120	1	120	With file storage
225.04	Small Courtroom	800	0	800	Hearings room
225.05	Judge	150	1	150	
225.06	Small Conference/break	120	1	120	
225.07	Future Office	120	1	120	
<b>Subtotal net Area</b>		<b>1438</b>		<b>1438</b>	
<b>Department Grossing</b>			<b>40%</b>	<b>575</b>	
<b>Subtotal DGSF</b>				<b>2013</b>	

Space Number	Space	Space	Qty.	Total NSF	Comments
<b>250.00</b>	<b>Juvenile Dept. (estimated)</b>				
250.01	Reception	100	1	100	
250.02	Receptionist	48	1	48	
250.03	Workroom	120	1	120	With file storage
250.04	In-Custody Juvenile Waiting	80	2	160	Preferably connected to the detention circulation
250.05	In-Custody Juvenile Restroom	65	1	65	

250.06	Director	150	1	150	
	Juvenile Atty Conference	100	2	200	
	Break Room	120	1	120	
250.07	Probation	120	1	120	
250.08	Future Office	120	1	120	
	<b>Subtotal net Area</b>			<b>1,203</b>	
	<b>Departmental Grossing</b>		<b>40%</b>	<b>481</b>	
	<b>Subtotal DGSF</b>			<b>1,684</b>	
<b>300.00</b>	<b>Sheriff</b>				
300.01	Vehicular Sally	440	1	220	Secure vehicular space with secure access to courthouse. Obscured from public view. Fenced with cover. Counted at ½ the SF for costing.
300.02	Holding	100	2	200	Wet. With separate circulation from VS to holding. Holding should be on a secure hall to the courthouse.
300.03	Sheriff Staff hub	150	1	150	Work area with small kitchenette. Adjacent to security screening.
300.03	Security Screening	200	1	200	With metal detector and staff area
	<b>Subtotal Net Area</b>			<b>770</b>	
	<b>Departmental Grossing</b>		<b>40%</b>	<b>308</b>	
	<b>Subtotal DGSF</b>			<b>1,078</b>	
<b>400.00</b>	<b>District Attorney</b>				
400.01	DA	180	1	180	With small conference table
400.02	Deputy DA	120	2	240	1 future
400.03	Victim Advocate	180	1	180	Off public lobby
400.04	Victim Advocate Storage	80	1	80	Adjacent to VA
400.05	Child Support	150	1	150	2 Workstations
400.06	Administrative	64	2	128	1 future
400.07	Work Room	120	1	120	Copier, office supplies
400.08	File Room	180	1	180	
400.09	Break Room	120	1	120	Small kitchenette seating for 4
400.10	Small Meeting Room	140	1	140	
	<b>Subtotal net Area</b>			<b>1,518</b>	
	<b>Departmental Grossing</b>			<b>607</b>	
	<b>Subtotal DGSF</b>			<b>2,125</b>	
<b>500.00</b>	<b>Court Support</b>				
500.01	Staff Restroom	65	4	260	Distributed
500.02	Break Room	65	1	200	Kitchenette with microwave, sink, refrigerator, seating for 6
500.03	Storage	400	1	400	Can be distributed
500.04	Mothering Room	80	1	80	With counter, sink and small



					refrigerator, Soft but cleanable seating
<b>500.05</b>	Janitor Closet	35	3	105	Distributed
<b>105</b>	Building Systems	800	1	800	Allowance
<b>500.07</b>	Stairs	400	1	400	Allowance
<b>500.08</b>	Staff Elevator	420	1	200	Allowance
	<b>Subtotal net Area</b>			<b>2,445</b>	
	<b>Departmental Grossing</b>		<b>30%</b>	<b>734</b>	
	<b>Subtotal DGSF</b>			<b>3,179</b>	
	<b>Total Net Square Footage</b>			<b>21,336</b>	DGSF

## 2. GENERAL

### 2.1 Schedule of Events

Event	Deadline
Request for Proposals issued	June 30, 2023
Deadline for Proposer's written questions and requests	July 20, 2023
Deadline for proposals	August 10, 2023
Notification of finalists	August 16, 2023
Interviews and/or demonstrations scheduled, if deemed necessary	August 28, 2023
Notice of intent to award issued	September 6, 2023
Contract signed	TBD

The Schedule of Events is subject to change. The County will notify all respondents if there are any changes to the schedule.

### QUANTITY OF PROPOSALS

2.2 Proposals may be sent to the Administrative Contact. Faxed proposals will not be accepted. All proposals after the date and time indicated above will not be opened or considered.

### 2.3 Administrative Contact

Name: Roberta Vanderwall  
 Title: Interim County Administrator  
 E-Mail: [rvanderwall@co.morrow.or.us](mailto:rvanderwall@co.morrow.or.us)  
 Mailing Address:  
 Interim County Administrator  
 Morrow County  
 110 N. Court Street, Rm. 201



# SIXTH JUDICIAL DISTRICT

MORROW & UMATILLA COUNTY CIRCUIT COURTS

216 SE 4<sup>th</sup> STREET

PENDLETON, OR 97801

541-278-0341

Email: 6<sup>th</sup>.district@ojd.state.or.us

HON. DANIEL J. HILL  
Presiding Judge

IRMA SOLIS  
Acting Trial Court Administrator

February 28, 2023

## MEMORANDUM FOR The Public Safety Subcommittee of the Ways and Means Committee

Subject: Morrow County request for Courthouse construction funds – Policy Option Package 122 (SB 5512)

Chair and members of the Subcommittee

It is a pleasure for me to address the Subcommittee regarding the funding request in the Chief Justice's budget to provide funds in the amount of \$6,050,000.00 for the construction of a new Courthouse for Morrow County. I am informed by the Chair of the Board of Commissioners that the County has matching funds available. I am addressing herein the critical need for the new courthouse and asking for your support.

### *Executive Summary*

The 6<sup>th</sup> Judicial District consists of Umatilla County and Morrow County and the five Judges, one mostly grant funded Limited Duration part-time Referee Judge, for treatment court and limited general jurisdiction. Support staff consists of 40 permanent and two grant funded staff for both Umatilla and Morrow County. The 6<sup>th</sup> Judicial District has a standing request for an additional full-time elected judge and a permanent referee judge. For Morrow County, the Judges of the Judicial District provide daily in-person or video judicial support, in conjunction with the three permanent court staff. On average, the court provides in-person judicial support nearly every Thursday, many Fridays, and during the week if there is a trial. As noted below, case filings are increasing even without Measure 110 offenses, and the increased need for judicial services then impacts the ability to provide services in Umatilla County. In short, we are stretched thin, and this

courthouse will greatly improve our ability to provide services to Morrow County residents as we expand judicial time response to meet the service needs in Morrow County.

The courthouse was designed in an eclectic style, borrowing elements from Baroque and American Renaissance. The building is composed of a distinctive blue basalt from the A.W. Osmin quarry just outside of Heppner with sandstone accents from the Baker area. The central feature is a tower that terminated in a domed cupola and contained clock from Seth Thomas Clock Company in New York. The building was completed in March of 1903 for a cost of \$56,900. Soon after, a flash flood of nearby Willow Creek wiped out a large section of the town of Heppner leaving 247 dead and hundreds more residents homeless. The new courthouse, located on high ground, was spared from flood damage and served as a temporary shelter for residents in the aftermath.



The request for you to consider for Morrow County is a request for construction funds to replace the Courthouse in Heppner. The rough plan on which the request was based came from a 2021 feasibility study resulting in the plan to build a separate new construction, with all other alternatives being determined to be unfeasible. The old Courthouse, in turn, can be used for County services, including the Justice of the Peace.

As defined in ORS 1.185, in my capacity as Presiding Judge, I have determined that the courthouse in Heppner is unsuitable and insufficient to provide adequate courtrooms, jury spaces (assembly and jury rooms), and court offices. For example, it is inadequate for ADA access, deficient in providing for courtroom space, jury space, jury assembly space, security, attorney/client rooms, and custodial holding cells.

Some further highlights of the problems with the Courthouse follow. The courtroom size is inadequate to safely hold two party trials let alone multi-party trials, and juvenile matters such as shelter care with multiple attorneys. The judicial office is shared by the justice and circuit court judges. It is accessed by a corridor shared with staff, jurors, and potentially in-custodies. It is near the courtroom but does not have adequate sound insulation separating jury deliberation. Office does have a tiny private restroom (not ADA compliant) and a private access hallway to the courtroom. There is no assigned jury assembly space within the historic courthouse. Jury assembly is currently done at the Bartholomew Building next door, causing jurors to walk and climb stairs, moving about 200 feet back and forth as needed. Administrative offices are located on the public corridor, but not directly connected to private corridors. Duress alarms are not currently provided.

The Administrative Area is crowded. Public service occurs through a transaction shelf attached to the office entry door. There is a public terminal located within the secured area. Record and file storage is occurring out in the open with little to no secure storage. There is no dedicated space for a court facilitator. There are no attorney/client conference rooms within the courthouse. There are no separated waiting areas for adverse parties within the courthouse. There is no space for mediation services. In-Custody receiving, holding, and transportation do not meet JCF requirements. There is a totally inadequate holding area in the basement, and one holding area – in the courtroom, no sally port, control center, dress-out, property and clothing storage, attorney interview space, etc. In-Custody is taken from basement to open area behind the courtroom via elevators, stairs and corridors that are shared with public and staff. Poor jury conditions, and inadequate in-custody management tends to create a condition where in-custody trials are ripe with a very high chance of mistrial.

The course of action determined provides a substantial renovation of the existing Courthouse to organize its operations primarily around County functions and builds a new circuit court facility on a different site, co-locating

the District Attorney in the courthouse, and providing for attorney/client rooms, the location of which to be in Heppner.



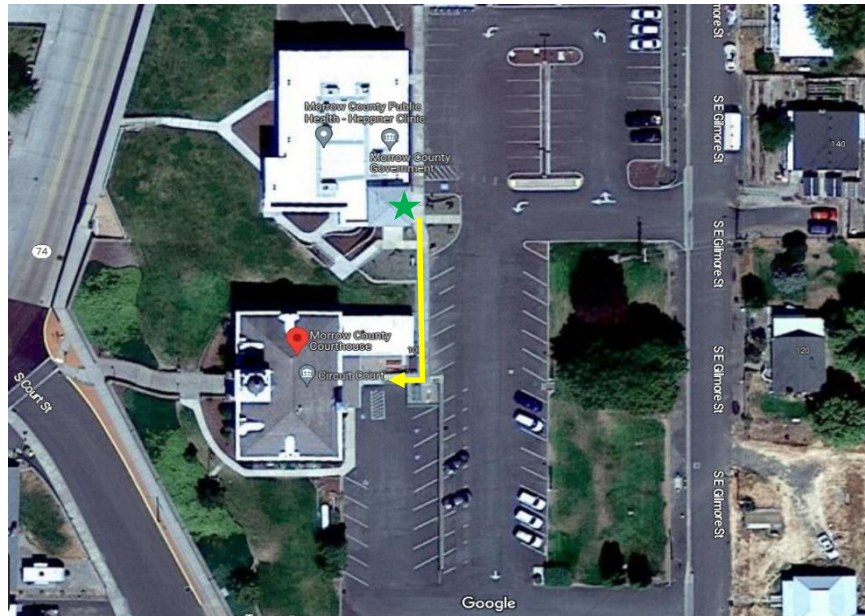
Morrow County Court service 'window'



Morrow County Courtroom  
MM



Morrow County Jury Room



Jury Assembly is in the building on top of the photo next to the courthouse

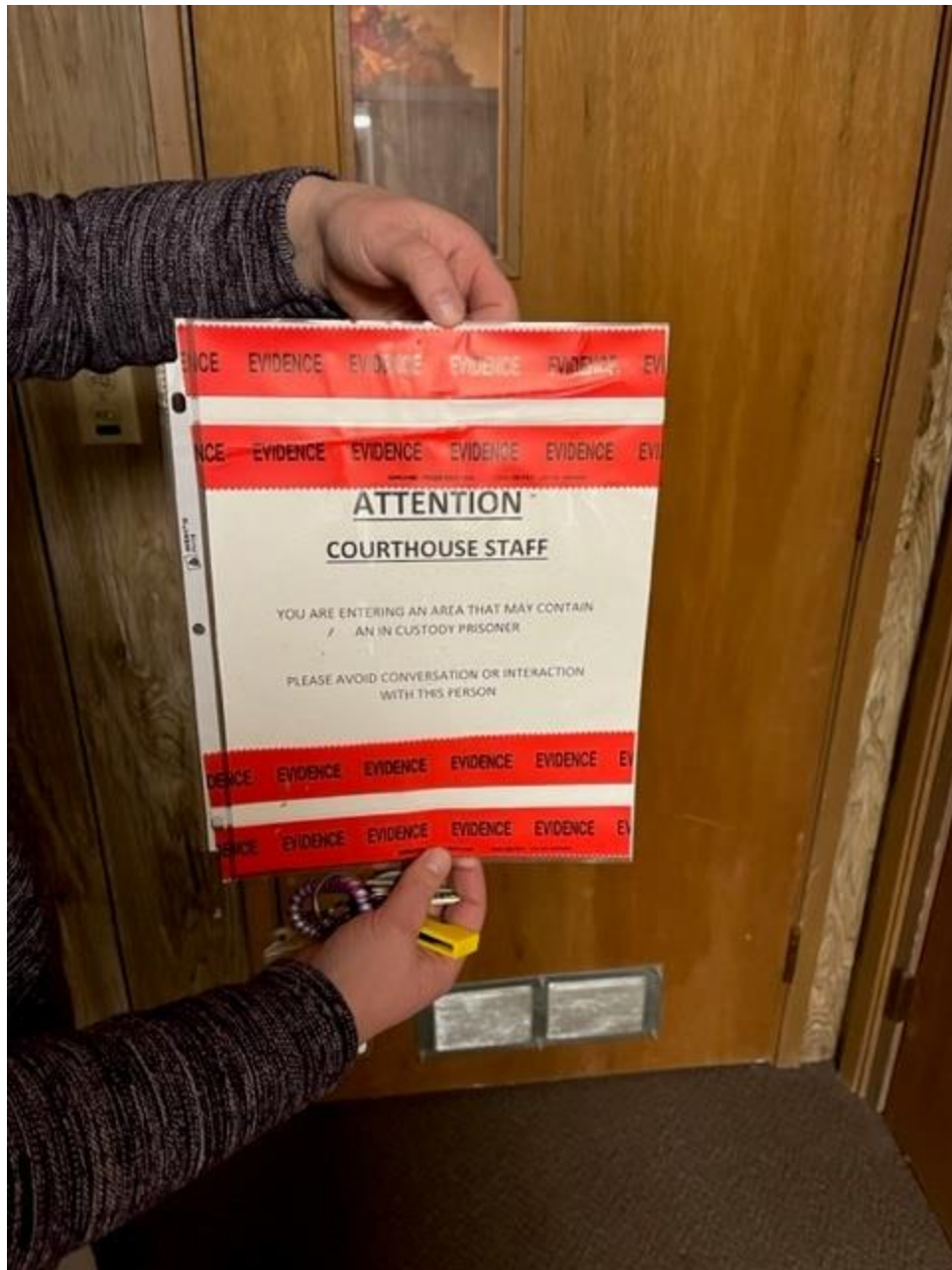


Morrow County holding area at back of courtroom

Below are pictures of the basement holding area:







*Some things are priceless*

## ***Discussion***

*The Heppner Courthouse is inadequate as required under ORS 1.185.*

The Circuit Court under ORS 166.360 defines “court facility” and “public building,” and thus the whole of the courthouse at Heppner, Oregon is contained in the definition of courthouse. As authorized by ORS 1.085, the Chief Justice has designated the county courthouse as the principal location for the sitting of the circuit court (or other structure located in the county seat that serves as the facility provided by a county pursuant to ORS 1.165). See, Chief Justice Order 98-007. Circuit Court judges fulfill their constitutionally mandated duties to administer justice both in courtrooms and in chambers. See, e.g., ORS 3.070 authorizing a circuit court judge to, in chambers as fully and as effectively as if in open court, “grant and sign defaults, judgments, interlocutory orders and provisional remedies, make findings and decide motions, demurrers and other like matters relating to any judicial business coming before” the judge, including hearing contested motions. In performing their judicial duties, judges of the state courts frequently possess information accorded confidential status by state and federal laws, privileged information, and information containing highly personal facts and data. Courts are obligated to maintain the confidential and privileged nature of the sensitive information they receive by ensuring that access to that information is restricted to the judges who possess it, and when necessary, court staff who assist the court in performing its duties whether as custodians of the courts’ records and files or as judges’ assistants. Consequently, given the nature of a circuit court judge’s constitutional and statutory duties and obligations, it is imperative that each circuit court judge is provided meaningful workspace, chambers, in which a judge can accommodate parties and attorneys for hearings or other judicial business and in which a judge may privately review documents filed with or provided to the court. ORS 1.185 requires essentially that the County shall provide for suitable and sufficient courtrooms, staff offices, jury rooms, and space for the judges. For the Circuit Court, the facilities required to be provided are suitable and sufficient courtrooms, offices and jury rooms for the court, the judges, other officers and employees of the court and juries in attendance upon the court. ORS 1.171 empowers the Presiding Judge to issue orders to regulate Circuit Court Judicial business. That includes regulating operations of activities within the court offices and courtroom. ORS 1.180 essentially makes the Presiding Judge responsible for managing security policy within the whole courthouse. The Presiding Judge shall regulate the disposition of the judicial business of the circuit court under ORS 1.171. Pursuant to ORS 1.185 the county ‘shall’ provide suitable and sufficient courtrooms, offices,

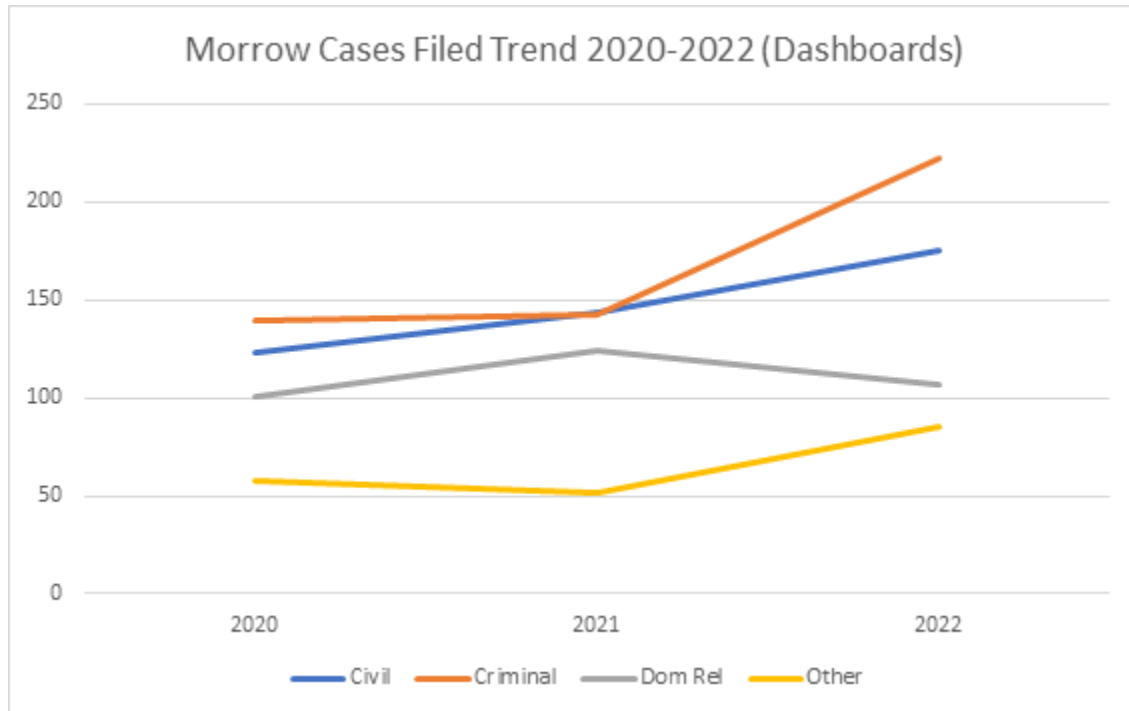
and jury rooms for the circuit court, including the judges, and employees of the court. Pursuant to ORS 8.225 the Trial Court Administrator is responsible for maintaining the records of the Circuit Court. Essentially, all of these requirements are either adversely impacted, or non-existent in the current courthouse.

### ***Capacity and Future Need Discussion***

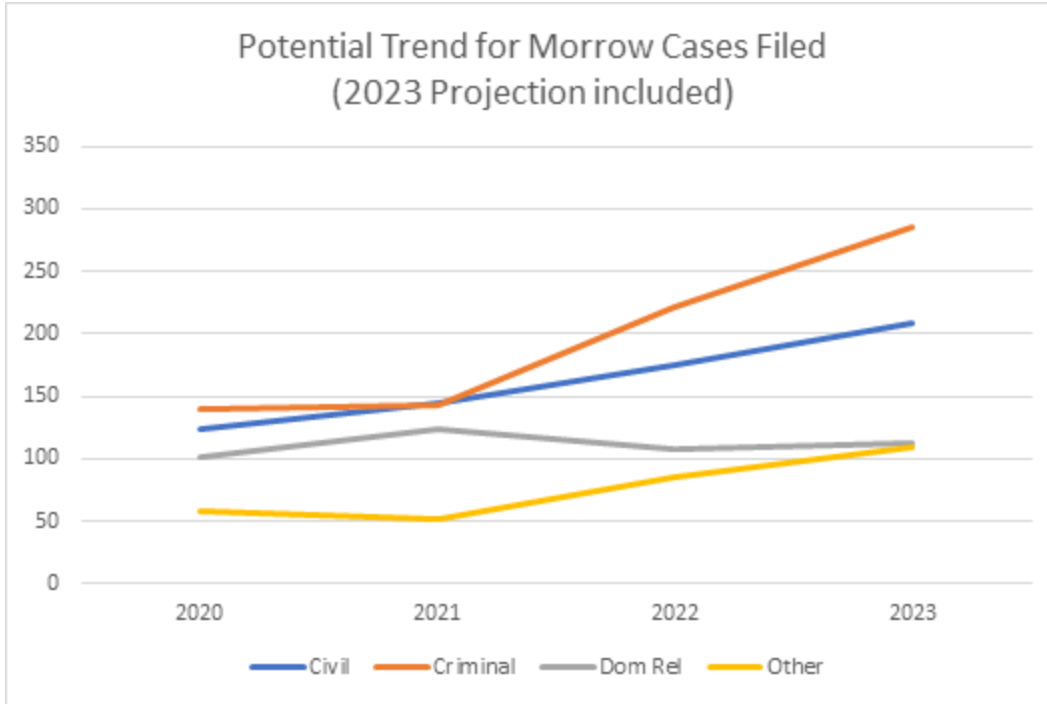
Morrow County's estimated 2023 population is 12,489 with a growth rate of 0.82% in the past year according to the most recent United States census data. Morrow County, Oregon is the 29th largest county in Oregon. It is supported by the Umatilla County jail. The jail has a maximum capacity of 252 and an average capacity of 203-235. Each month the jail has approximately 330-350 intakes. The Circuit Court manages all of the felony, many misdemeanors, and all civil other than small claims and forcible eviction and detainer. The Justice Court, operating in Irrigon and also out of the Heppner Courthouse administers most misdemeanors, small claims, forcible eviction and detainer cases, and violations. This is worth noting as if the Justice Court was ever closed by the political authority, then the current Circuit Court would be even more inadequate to be able to address those additional cases. Only a new courthouse can accommodate such additional use. As is shown on the below 'dashboards', case numbers are increasing. Over the course of time the need for additional judicial services in Morrow County has increased. Moreover, criminal and larger civil cases in Morrow County tend to be complex even if relatively few. Please note that case filings are actually up even though Measure 110 drastically reduced filings, though there is an overall increase in serious offenses with a drug causation or nexus. The increase in population, particularly from the North End of the County along I-84, has increased the need for domestic relations and family law matters. The increase in case complexity, self-represented persons, and case load, all has made operations in the current courthouse extremely stressed. The tiny jury room is not very adequate for a 6 person jury let alone a complex case with 14-16 jurors. The judges share a 'chambers' with the Justice of the Peace, a totally unacceptable situation. The courthouse was built for operations existing in 1903, and certainly not for 2023, 120 years later.

<b>MOR Cases Filed by year and case type</b>				
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023*</b>
Civil	123	144	175	32
Criminal	140	143	222	43
Dom Rel	101	124	107	12
Other	58	52	85	10
<b>Totals</b>	<b>422</b>	<b>463</b>	<b>589</b>	<b>97</b>

\*2023 numbers are filings through 2/15/2023



<b>Growth from year to year</b>							
	<b>2020</b>	<b>2021</b>	<b>change</b>	<b>2022</b>	<b>change</b>	<b>Avg Change</b>	<b>2023 projection</b>
<b>Civil</b>	123	144	17%	175	22%	19%	208
<b>Criminal</b>	140	143	2%	222	55%	29%	286
<b>Dom Rel</b>	101	124	23%	107	-14%	5%	112
<b>Other</b>	58	52	-10%	85	63%	27%	110



I thank the Subcommittee for its hard work in assessing need across the State for use of the State’s limited resources and assure the Committee that this is a true need to address issues our region and provide the critical judicial services the people of Morrow County need and deserve. Please support the request of Morrow County for this critical construction.

Submitted:

Daniel J. Hill, Circuit Court Judge

**DANIEL J. HILL  
PRESIDING JUDGE**

6/30/23

- Sue Gibbs was hired as the new Fair manager. I have been active in the office since June 12<sup>th</sup>.
- New Livestock pens (164) are coming soon to replace the old, damaged pens that have been a problem for years. These are high quality, power coated pens. The Livestock Growers purchased these.
- Entertainment is finalized for fair
- Superintendents and judges for fair are confirmed.
- All sponsorships are out
- Livestock numbers (pre-entry) for the year.
- Children's carnival and ice-cream social are planned as well as a livestock growers' dinner.
- The Bull riding was successful and 16044. 81 was deposited from sponsorships and ticket sales
- The 1,000,000 can be used for infrastructure at the fairgrounds and the 277,777 from Business Oregon can be used for remodeling buildings, bleachers etc.. Discussion has begun about what type of remodel and this will continue after fair.



# ROAD REPORT JUNE 2023

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

Zone 1 –

Zone 2 –

Zone 3 –

Zone 4 –

Zone 5 –

**Chip Seal Season:** The crew finished up chip seal for this fiscal year on Little Butter Cr. Doing around 15 miles.

**Fog Seal:** Fog sealed Littler Butter Cr. after finishing chipping it.

**Bunker Hill:** Bunker Hill is part of the East to West project that the road crew has been working on. Doing a complete reclaim. They have so far went through, ripped and broke down all the old asphalt, added some culvert, and re-shaped and put gravel down.

**Sweeping:** We had two different crews out for two weeks, sweeping all the roads in the county getting them cleaned up from winter sanding operations.

**Clean Up:** Had a small crew go through and hit the roads that we paved and did patch work on that had left over asphalt piles and got them all cleaned up.

**Bombing Range Turn Ln:** Update on turn lane on Bombing Range at the entrance of the Amazon site. It is moving forward and is expecting to start construction this July.

**PERMITS:** Following are approved permits to work in the county right-of-way during June.

OTZ	598	Kunze Lane	Windwave Communications	Utility	fiber optic cable	06/13/2023	06/22/2023
OUA	596	Tower Road	Windwave Communications	Utility	fiber optic cable	06/14/2023	06/22/2023





## HUMAN RESOURCES

P.O. Box 593  
 Heppner, Oregon 97836-0412  
 (541) 676-5620

Lindsay Grogan  
 Director  
 lgrogan@co.morrow.or.us

**TO:** Board of Commissioners  
**SUBJECT:** Human Resource Quarterly Report  
**DATE:** Apr 6, 2023 – July 5, 2023

### Recruitment



#### *Active positions*

911 Communications Dispatcher	County Surveyor
Admin Clerk – Assessment & Tax	Deputy Sheriff
Admin Clerk - Veterans	Facility Maintenance Specialist
Administrative Assistant – Public Works	Home Visitation Nurse
Associate Planner	Park Ranger
Planning Tech	Planning Tech
BOC Executive Assistant	Senior Road Maintenance Specialist
Clinic Registered Nurse	Transit Driver (CDL)
Community Corrections Lieutenant	Transit Driver (DL)
County Administrator	Transit Operations Supervisor



#### *Hires*

Michael Stanley – SW Transfer Station – Apr  
 Jovanny Bedolla Chavez – Marine Deputy – Apr  
 Steven Larsen – Patrol Deputy – Apr  
 Jody Sullivan – 911 Dispatcher – Apr  
 Jerry Bobar – Loop Driver – May  
 Sue Gibbs – Fair Manager – May  
 Valerie Ballard – Accounting Clerk – June  
 Caren Cardenas – Planning Assistant Intern – June  
 Mindy Wilson – Payroll & Benefits Coordinator – June  
 Karen Wolff – Temp BOC Executive Assistant - July



#### *Promotions/Transfers*

Jasmine Garcia – Promotion to A&T Office Specialist – May  
 Jovanny Bedolla – Transfer to Patrol Deputy – May  
 Stephanie Case – Transfer to Veterans Service Officer – July  
 Staci Osmin – Transfer to Custodian - July



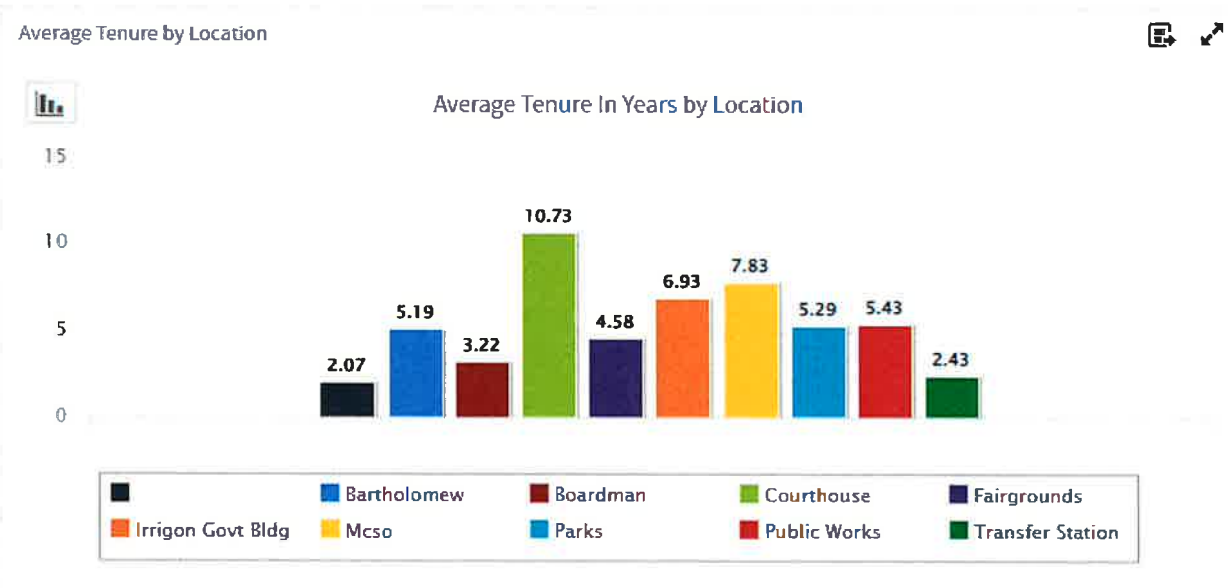
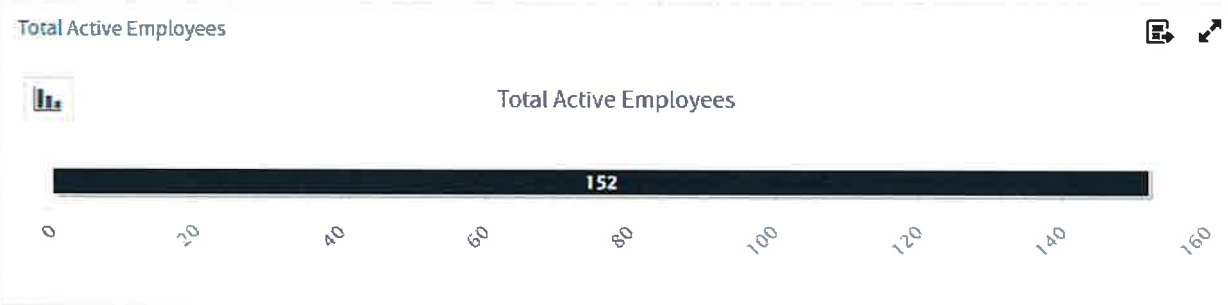
### Retirements

Reid Miller – Senior Road Maintenance Specialist – July – 18+ years of service  
Dan Robbins – Community Corrections Lieutenant – August – 13 years of service



### Resignations/Terms

Paul Gray – Emergency Manager – July  
Yuritz Pagan - July  
Juana Lopez – Public Health Admin Clerk – May  
Tamara Beardsley – Deputy Sheriff – May  
Jennifer Jenck – Payroll & Benefits Coordinator – May  
Tracie Diehl – Admin Specialist – Assessment & Tax - April  
Peter Geer – Senior Road Maintenance Specialist – April  
Madison Bowman – Corrections Admin Clerk – April



## Projects



We have entered the 'Implementation' phase of the Compensation Analysis. Changes will be effective July 1, 2023. Employees will see the changes on their July 14<sup>th</sup> paycheck. The next step will be maintenance training and administrative tasks such as policy updates. Thank you for approving the process. This is a step in the right direction to attract and retain a qualified workforce.



We are currently in negotiations with the Morrow County Sheriff's Office Association. The current Teamster's collective bargaining agreement is set to expire in June of this year. Both groups are hopeful to come to an agreement in the near future.



Finance and HR will be implementing a third-party administrator through Nationwide for the Defined Benefit plan. The goal is to increase service levels to plan members, ensure compliance with plan requirements and regulations, and reduce staff time spent on administration.



The Wellness program is intended to build employee health, happiness, and camaraderie throughout the County. We have had great participation and have had a lot of fun and friendly competition in the last couple of months. July's challenge is to go 'screen free' for at least one hour each day. August's challenge will be focused on mentality/creativity, and September will focus on walking challenges.



Paid Leave Oregon benefits will begin on September 3, 2023 for Oregon employees. We are working on a County policy that will be brought forward at the end of August.

- ✓ Employees can take up to 12 weeks paid leave in a 52-week period (starting from the day leave begins) for family, medical, or safe leave. If pregnant, in some situations, an employee may be able to take up to 2 more weeks for a total of 14 weeks.
- ✓ Employees can choose when and how to take the time off.
- ✓ Paid Leave pays employees a percentage of their wages while they're on leave.
- ✓ Paid leave protects an employee's job and role if they've worked for the same employer for at least 90 consecutive days.

## Types of leave



### Family leave

This includes:

- Birth of a child
- To bond with a child in the first year:
  - After birth
  - Through adoption
  - When they're placed in your home through foster care
- To care for a family member with a serious health condition

<https://paidleave.oregon.gov/>



### Medical leave

This includes:

- To care for yourself when you have a serious health condition



### Safe Leave

This is for:

- Survivors of sexual assault, domestic violence, harassment, or stalking

As always, please feel free to ask me for any updates as needed.

Sincerely,

*Lindsay Morgan*



## Public Health Department

P.O. Box 799 • Heppner OR 97836  
(541) 676

Robin Canaday  
Public Health Director  
rcanaday@co.morrow.or.us

**TO:** Morrow County Board of Commissioners  
**FROM:** Robin Canaday, Public Health Director  
**DATE:** July 5, 2023  
**RE:** Morrow County Public Health Department Quarterly Report

### **Below are the highlights for this past quarter:**

#### **General Updates**

**Budget Clarification:** The OHA contract did not include PE 75(Lower Umatilla Basin Groundwater Management Area Services) I am working with the state on a budget for that Program Element for FY 24

I have been working with Berta on re-branding Public Health. There is a lot of confusion between us and the Health District as our acronym is the same "MCHD" We get many of their phone calls, faxes, and even some payments, which takes up a lot of my staff time. We would like to be known as Morrow County Public Health moving forward(MCPH) One big problem lies with Google, when people search for health care in our area, I am working on this.

**I attended the Public Health Administer training in Portland last month, it was great to network with other County Health Directors and connect with State Public Health Leaders.**

**School Based Health Center.** We have provided Vaccine to 125 clients in lone, Being there one day a week. We are giving food backpacks every week, including holidays and summer to: 7 families: 20 children total. Our Public Health Nursing Supervisor, Yvonne and Peggy(the CARE coordinator) were recognized for this program at the lone annual FFA banquet this year

State wide stats: (see attachment) shows importance of SBHC for students to access, impact of our involvement.

**Immunization Program:** We are offering all childhood/adolescent vaccines and most adult vaccines during our clinic hours. We have started the process of ordering vaccine and scheduling vaccine clinics for the fall. Also, coordinating with the Health District to be available to get children caught up on vaccines during Sports physicals/well child checks

#### **Public Health Clinic Schedule**

- Mondays/Tuesdays: Boardman, 8:00am-12:00pm & 1:00pm-5:00pm
- Wednesdays: lone, 10:30am-3:30pm

- Wednesdays: Heppner, 8:00am-12:00pm & 1:00pm-5:00p

### **Nitrate/ clean water update:**

Continue to work with the OHA, DHS, Umatilla County and Morrow County Planning Dept. on getting Morrow County domestic well owners that reside in the LUBGWMA tested for Nitrates and make sure they have clean drinking water, via deliveries or a treatment systems, depending on their Nitrate level. Since my last update, we have had 4 outreach (door to door) testing events that were successful. Ana has been doing a great job planning neighborhood canvassing events. She has secured volunteers to help us with this effort and are beginning every other week events.

The following are updates per OHA, since starting their voucher program:

156 – applications for a well testing voucher

91 - tests completed

199 – Residents receiving water deliveries

17 – water treatment systems have been installed

(see attachment for Charts showing Morrow County Households with Domestic wells and how many we have tested thus far)

**Family Planning Services:** Since contracting with Amanda Roy as the Clinician, we have had 5 monthly Family Planning clinics. Morrow County Public Health has served a total of 37 clients for these services. Our clinics are becoming busier now that we are offering Family planning services.

### **Environment Health**

(see attached) EH stats from Umatilla County

**Communicable Disease-** Sarah has been working hard in coordination with the state to track and treat Communicable diseases throughout Morrow County.

**Public Health Emergency preparedness;** currently we share an igloo with Umatilla County for storing supplies. Columbia Development Authority has recently taken over the property where the current igloo is located. For security reasons, we are looking into securing our own storage igloo at Camp Umatilla National Guard Training Center, there may be cost associated with this in the future.

Sarah is going to begin training on the Everbridge Alert system for Public Alert notifications.

**Staffing-** I had a front desk person resign, posted that position and had 6 applicants. We are very excited and are in the process of conducting interviews. I have a Clinic Nurse applicant that we will interview soon. We had a part-time interpreter/translator during COVID that has ended her employment with the county, so we will be posting to fill this position. 2 of my staff have opted for flexible work schedule and we are able to accommodate them. This is very exciting and gets Public Health closer to becoming fully staffed.

We have a great team here in Public Health and I hope to keep building on what we have.

Current job openings in Public Health:

**Clinic Nurse Coordinator  
Maternal/Child Home Visitation Nurse**

**“Health care matters to all of us some of the time, Public Health matters to all of us all of the time.”**



PUBLIC HEALTH DIVISION  
Adolescent, ScreenWise and Reproductive Health Section)  
Tina Kotek, Governor



800 NE Oregon St., Suite 805  
Portland, OR 97232  
Voice: (971) 673-0871  
FAX: (971) 673-0250  
[www.healthoregon.org/sbhc](http://www.healthoregon.org/sbhc)

## Memorandum

**To:** Oregon SBHCs, Schools and Community Partners

**From:** Oregon Health Authority - School-Based Health Center State Program Office

**Date:** March 23, 2023

**Subject:** 2023 School-Based Health Center Status Update

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Enclosed, please find the 2023 School-Based Health Center (SBHC) Status Update from the Oregon Health Authority's SBHC State Program Office (SPO).

This year's report provides a high-level summary of the work SBHCs did during the 2021-2022 school year to support access to comprehensive, high quality health care for Oregon youth. Of note during this time period:

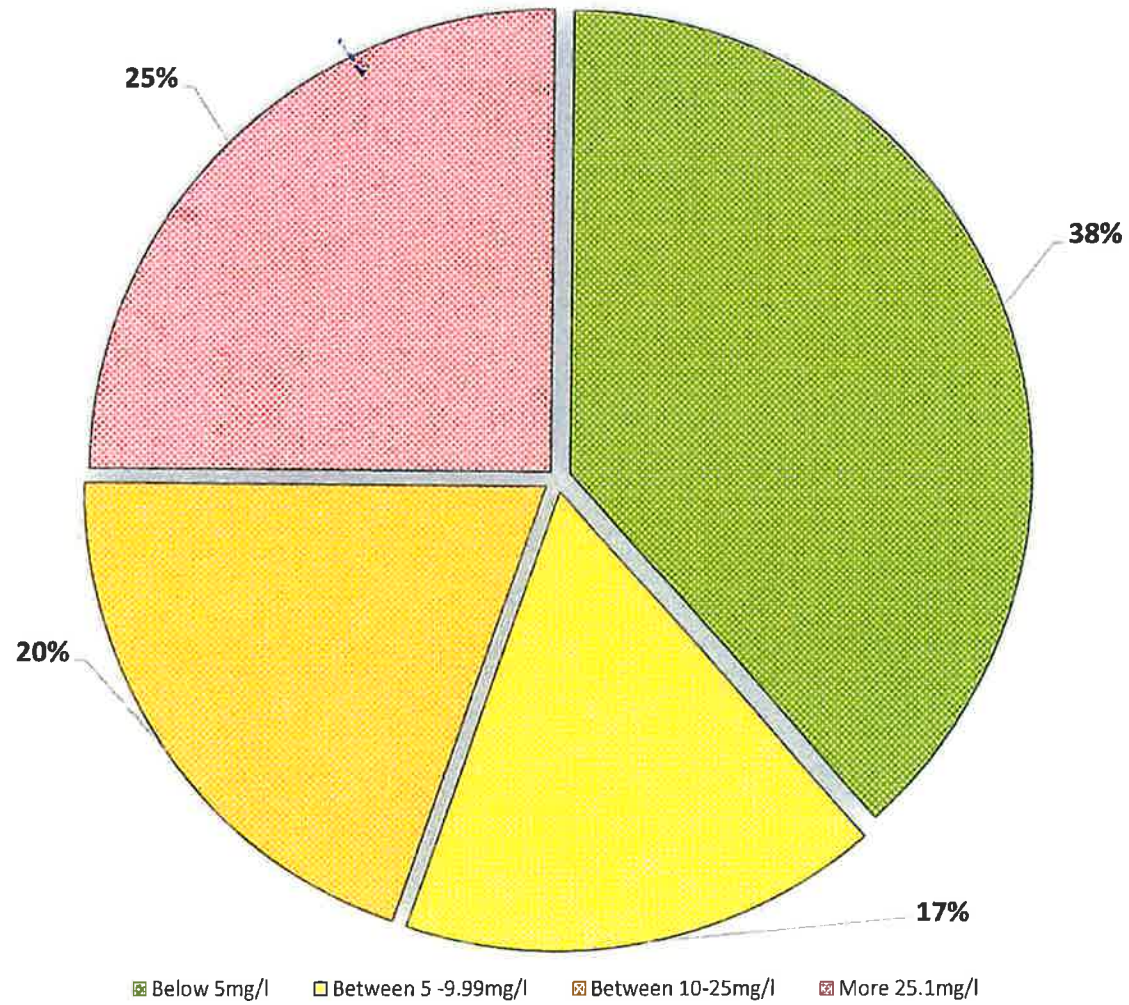
- SBHCs provided 126,673 visits for 40,069 clients
  - 41% of visits were for behavioral health
- Over 66,000 school-aged youth (aged 5-21 years) had access to an SBHC at their school
- 59% of school-aged clients had Medicaid at their first visit
- 45% of school-aged clients identified as Hispanic/Latinx, African American/Black, American Indian/Alaskan Native, Asian, Native Hawaiian/Pacific Islander, or other youth of color

An electronic copy of this document will be available on the SPO website under the "Reports and Publications" tab: [www.healthoregon.org/sbhc](http://www.healthoregon.org/sbhc). The SPO will also make a full data appendix available on the website in the coming weeks.

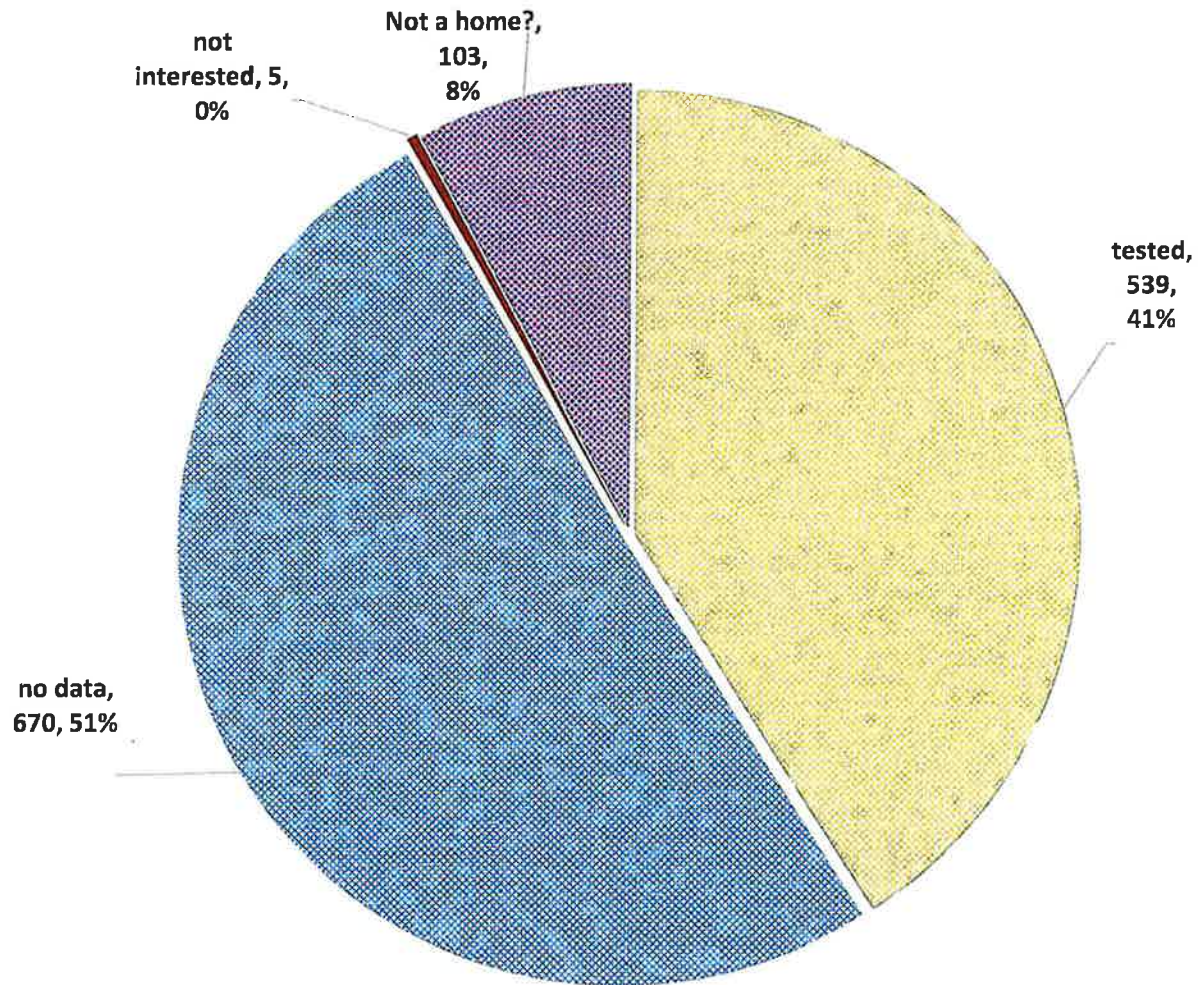
If you would like additional copies or have questions/comments, please reach out to the SPO directly: [sbhc.program@odhsoha.oregon.gov](mailto:sbhc.program@odhsoha.oregon.gov).



# Rural Morrow County - Households tested - 539



# Rural Morrow County Households - 1317





# Umatilla County Public Health

## Environmental Health For Umatilla & Morrow

200 SE 3<sup>rd</sup> St., Pendleton, OR 97801

Office: 541-278-6394 Fax: 541-278-5433

[www.ucohealth.net](http://www.ucohealth.net) E-Mail - [Health@umatillacounty.net](mailto:Health@umatillacounty.net)



*Serving Umatilla and Morrow Counties*

May 8, 2023

Morrow County Health Dept.

RE: 2022 Year End Report for Morrow County

Dear Robin,

Here is a short report detailing the work conducted on behalf of Morrow County and a breakdown of the fiscal requirements of administering the program.

In 2022 we conducted **171** inspections of all types, and for all facilities. These inspections breakdown as follows:

Module	Number of Inspections	Time in Hours
Food	127	136.2
General	3	6
Hotel	8	9.47
Pool/Spa	17	18.97
School	6	3.35
RV Park	10	16.2
Org Camp	0	0
Total=	171	190.19

Of the 127 food inspections, 11 of them resulted from reinspections, complaints, preoperational inspections. Of the 14 Pool/Spa inspections, 2 of them were from reinspections or complaints.

The following list details the facilities that are licensed by UCo Health and are required to receive Annual/Semi Annual inspections on a routine basis. A 100% inspection rate is always desired for these facilities; OHA deems 90% to meet compliance with requirements.

	<u>2022 January to June</u>				<u>2022 July to December</u>			
<u>Semi-Annual Inspections</u>	# of Facilities	Number of Inspections	% Complete	Attempted	# of Facilities	Number of Inspections	% Complete	Attempted
Restaurants	26	23	88.46%		25	24	96.00%	0
Mobiles	6	5	83.33%		5	5	100.00%	0
Warehouse	1	1	100.00%		1	1	100.00%	0
Vending	1	1	100.00%		1	1	100.00%	0
RV Park	6	6	100.00%		6	6	100.00%	0
Year round pool	2	2	100.00%		2	2	100.00%	0
Year round spa	1	1	100.00%		1	1	100.00%	0
<u>Annual Inspections</u>	<u>2022 January to December</u>							
Restaurant	2	2	100.00%					
Bed & Breakfast	1	1	100.00%					
Seasonal Pool	5	4	100.00%					
Seasonal Spa	1	1	100.00%					
Mobile	2	2	100.00%					
<u>Bi-Annual Inspections</u>	<u>January 2020 to December 2022</u>							
Tourist Accommodation	8	8	100.00%					

Restaurants in the July to December cycle fell short of the 90% compliance rate. This was due to shifts in personnel at UCo Health which resulted in additional workloads on existing staff. An additional inspector was added in October to compensate and we anticipate bringing all inspection rates back in to compliance.

Revenue:

In 2019 UCo Health received the following revenue to administer to the program on behalf of Morrow County.

Facility Permit Fees	\$31,608.00
Health Dept Payment	\$15,840.00
School Payments	\$957.00
General Facility Payments	\$384.00
<b>Total Revenue</b>	<b>\$48,789</b>

Administration of the program on behalf of Morrow County has been integrated into Umatilla County costs over the years. Some of the costs are easier to determine outright; however, some of them were based on a percentage of the overall work conducted.

Expenses:

Total EH Cost	\$ 359,752.50	Jan-Jul 2022	19,684
Total Inspection FTE	2.2	Jul-Dec 2022	29,049
Hours in the year	4,576	Total Miles 2022	39,777
Holidays	211	Morrow Miles	15,900
Floating Holiday	17	Total Fleet Gas	\$ 5,725.00
Vacation	211	Vehicle Maintenance	\$ 2,015.73
Sick	211	Liability Insurance	\$ 2,000.00
Trainings/meetings	264	Cost per Mile	\$ 0.24
Admin time	902	50 MPH Travel Time (Hours)	795.54
work hours available	2760	Driving Time in Morrow (Hours)	318
Cost per Hour	\$130.35	Drive Time Costs	\$45,343.39

Total Travel Cost=	\$49,159.39
Inspection Personnel Cost=	\$24,791.27
OHA Remittance Fees=	\$2,838.40
15% of Materials & Services Cost =	\$13,348.59
County Indirect Cost =	\$4,957.57

Total Program Cost = \$95,095.22

\$359,752.50 represents the entire cost of the personnel in the EH program for UCo Health. This includes 2.2 FTE field inspectors in this program, as well as 0.6 FTE administrative support and 0.4 supervisor support. Hours performing inspections is pulled from a report that collects the data that the inspectors enter while in the field. These hours only represent the amount of time that the inspector spends inside the facility as part of the inspection. Travel time is calculated separately. In 2016, we began keeping mileage logs to separate out travel expenses between modules and between counties. To convert miles traveled to time spent driving, we assume an average speed of 50 MPH. We feel this is a close approximation to the amount of time staff spend driving. The 15% materials and services cost is a ratio developed based on the inspection hours. Approximately 15% of the hours spent during 2022 were conducting inspections in Morrow County, so 15% of the materials and costs spent on the program were represented.

We strive to be as efficient as possible, and make every attempt to combine work in similar locations to avoid additional travel and duplication of work. These expenses only reflect day to day costs of maintaining the program and are not reflective of additional costs that arise in the case of a foodborne outbreak, vehicle purchase, computer purchase, etc. That said, our costs have climbed drastically over the last couple of years, and we have expended a sizable contingency fund. To ensure that the program can continue to be fiscally sound, it will be necessary for UCo Health to raise fees on our licensed facilities. This has not been completed on most of our facilities since 2016. It is never a good time to discuss raising fees, but it is necessary to cover costs.

Please reach out to me if there is any confusion or additional questions generated by this report. I am happy to present this to the Morrow County Commissioners in person if desired.

Sincerely,

Joseph P. Fiumara, Jr., MSEH, REHS  
Public Health Director

No documents submitted for  
this agenda item.