

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 22, 2017 at 9:00 AM

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, OR

1. **Call to Order - 9:00 AM**
2. **Pledge of Allegiance** - I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.
3. **City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
4. **Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
5. **Consent Calendar**
 - a. Approve Claims: Accounts Payable dated March 23rd; Mid-March Retirement Taxes dated March 14th; Payroll Payables – Employee Final check and Employee Additional checks dated March 3rd & March 6th
 - b. Resolution No. R-2017-7: Approving the Bylaws of the Morrow County Wolf Depredation Advisory Committee
 - c. Purchase Pre-Authorization Request, Parks, OHV Park well pump replacement (Greg Close, Parks Manager)
 - d. Purchase Pre-Authorization Request, The Loop – Morrow County Transportation, 14-passenger bus (Anita Pranger, Coordinator, The Loop)
6. **Business Items**
 - a. Review Intergovernmental Agreement for shared equipment and labor between Oregon public agencies (Burke O'Brien, Public Works Director)
 - b. Permit Application for No Spray Zone on County Right-of-Way (Burke O'Brien, Public Works Director; Dave Pranger, Weed Inspector)
 - c. Review of Department Reports schedule (Jerry Sorte, Administrative Officer)
 - d. Appointment request to Local Community Advisory Council (Sheree Smith, Public Health Director)
 - e. Update Representatives on the Morrow County Equity Fund Loan Review Committee (Jerry Sorte, Administrative Officer)
 - f. Compensation Board recommendations regarding compensation of elected officials (Karen Wolff, Human Resources Director)
7. **Department Reports**
 - a. Budget Preparation Update (Kate Knop, Finance Director; Jerry Sorte, Administrative Officer)
8. **Correspondence**
9. **Commissioner Reports**
10. **Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta 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 Jerry Sorte, Administrative Officer at (541) 676-2529.

**IN THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON
FOR THE COUNTY OF MORROW**

IN THE MATTER OF APPROVING)
BY-LAWS OF THE MORROW)
COUNTY WOLF DEPREDEATION)
ADVISORY COMMITTEE)

RESOLUTION NO.: R-2017-7

This matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled business meeting on March 22, 2017; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, ORS Chapter 610 allows a county to qualify for a wolf depredation compensation and financial assistance grant if the county complies with several statutory provisions, including establishing a county advisory committee to oversee the county wolf depredation program; and

WHEREAS, The Morrow County Wolf Depredation Advisory Committee was appointed by the Morrow County Court August 22, 2012 under the authority of House Bill 3560 (2011 Oregon Legislature) codified as ORS 610.150 to 610.155 and pursuant to Permanent Administrative Rule 603-019-0001 to 603-019-0040; and

WHEREAS, the Morrow County Wolf Depredation Advisory Committee has created by-laws for the committee and request approval of those by-laws; and

WHEREAS, the requested by-laws are included as Attachment 1.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners Approve the By-laws of the Morrow County Wolf Depredation Advisory Committee as described in Attachment 1.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Approve as to Form:

Morrow County Counsel

Attest:

Bobbi Childers, County Clerk

**BY-LAWS
OF
Morrow County Wolf Depredation Advisory Committee**

ARTICLE I: NAME

This organization shall be known as the Morrow County Wolf Depredation Advisory Committee, herein after referred to as the “Depredation Committee.”

ARTICLE II: PURPOSE

The purpose of the Depredation Committee is the administration of the Oregon Wolf Depredation Compensation and Financial Assistance Grant Program in Morrow County, Oregon.

ARTICLE III: AUTHORITY

The Depredation Committee was appointed by the Morrow County Court August 22, 2012 under the authority of House Bill 3560 (2011 Oregon Legislature) codified as ORS 610.150 to 610.155 and pursuant to Permanent Administrative Rule 603-019-0001 to 603-019-0040. The Depredation Committee meetings are subject to Oregon Public Meeting Law.

ARTICLE IV: COMMITTEE MEMBERSHIP

1. Members

Committee members are appointed by the Morrow County Board of Commissioners as prescribed in Administrative Rule 603-019-0015 and shall consist of seven individuals as follows:

- a. One County Commissioner
- b. Two members who own or manage livestock
- c. Two members who support wolf conservation or coexistence with wolves
- d. Two County business representatives

The Committee members serve at the pleasure of the Morrow County Board of Commissioners.

2. Terms of Service

Committee members shall serve terms of four years. To develop a logical rotation of committee members, the initial members shall draw straws for the length of their first term, either three years or four years. All subsequent terms will be four years.

3. Quorum

A simple majority will constitute a quorum for the transaction of business.

4. Voting

Each committee member shall have one vote. A member may appear via telephone or other electronic method to attend, count as part of the quorum, and to vote. If a quorum is achieved, a simple majority of those present at a regularly scheduled meeting is required to approve motions or actions on behalf of the committee. There shall be no voting by proxy.

5. Conflict of Interest

No committee member may vote upon a matter coming before the committee in which he or she has a direct financial interest. Immediately upon becoming aware that such conflict may exist, a committee member must disclose the existence of the potential conflict to the committee, withdraw from further deliberation on the issue, and refrain from voting on the matter. Any such disclosure and withdrawal shall be fully documented in the minutes. Any other conflict of interest that does not have a direct financial interest to a committee member but pertains to the member's family or business must be disclosed and noted in the minutes, but the member may participate in the discussion and vote.

6. Committee Officers

At the first meeting of each calendar year, the committee shall select from within its own membership a Chair and Vice-Chair. The Chair and Vice-Chair shall serve for the remainder of the calendar year. There are no term limits for the Chair and Vice-Chair.

ARTICLE V: MEETINGS

A meeting of the Depredation Committee may be called at any time with at least 24 hours' notice by the Chair, or in his/her absence, by the Vice-Chair, or upon receipt of a request signed by two or more committee members.

ARTICLE VI: ADMINISTRATION OF WOLF DEPREDATION COMPENSATION AND FINANCIAL ASSISTANCE GRANT FUNDS

The Depredation Committee shall administer the program and funds for the Wolf Depredation Compensation and Financial Assistance Grant Program for Morrow County as prescribed in Oregon Permanent Administrative Rule 603-019-0001 to 603-019-0040.

The Depredation Committee will establish values or rates of compensation for a loss based on the following: livestock sales yards in the area (Northwest Livestock Commission, LLC in Hermiston; Intermountain Livestock in La Grande) will be surveyed to obtain the prevailing price during the week preceding the mortality.

ARTICLE VII: ADOPTION AND AMENDMENTS TO THE BYLAWS

1. Adoption

Following approval of the Bylaws by the Depredation Committee, they shall be submitted to the Morrow County Board of Commissioners for its approval.

2. Amendments

The Bylaws may be amended at any time by simple majority of the committee, subject to approval by the Morrow County Board of Commissioners. Proposed amendments shall be provided to all committee members at least 30 days prior to a vote.

Approved by the Morrow County Wolf Depredation Advisory Committee

Chair

Date

Approved by the Morrow County Board of Commissioners

Melissa Lindsay, Chair

Date

Don Russell, Vice-Chair

Date

Jim Doherty, Commissioner

Date



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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Item # _____

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Greg Close Phone Number (Ext): 541-240-1741
 Department: Morrow County Parks Requested Agenda Date: 3/22/2017
 Person Attending BOC Meeting (REQUIRED):
 Short Title of Agenda Item: well pump at the OHV Park

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"/> Discussion Only
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 10 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

N/A **For Contracts and Agreements Only**

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line:
 Does the contract amount exceed \$5,000? Yes No
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

<u>Burke O'Brien</u> DATE: 3/15/17	Department Head	Required for all BOC meetings
_____	Admin. Officer/BOC Office	Required for all BOC meetings
<u>[Signature]</u> DATE: _____	County Counsel	Required for all legal documents
<u>[Signature]</u> DATE: 3/16/17	Finance Office ✓	Required for all contracts; Other items as appropriate.
_____	Human Resources	If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.



Purchase Pre-Authorization Request

Purchase pre-authorization is required prior to all purchases in excess of \$5,000.

DATE: May 5, 1994

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Greg Close Phone Number (Ext): 541-240-1741

Department: Morrow County Parks Date: 3/15/2017

Purchase Amount: \$8,743.00 Budget Line: 238300 540 4108

Is the purchase a "public improvement?" No Yes, Address ORS 279C

Does the purchase amount exceed \$10,000? No Yes, See Page 2

Description:

The well pump at the OHV park is operating between half and two thirds of capacity. we hope there is a hole in the galvanized pipe from the pump but can not tell until we pull the pump and check this out. the quote is for worst case scenario and hope to just replace some pipe. trying to be prepared if we have to replace the whole system.

Finance Director signature



Department signature

Board of Commissioners

3/15/2017

Date

Original or copies of signed contract should be sent to the following:

- Finance Department (Signed Original) Department (Copy for file)
- BOC Office (Copy for file)

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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1. **TITLE OF AGENDA ITEM:** OHV pump

2. **ISSUES, BACKGROUND, AND DISCUSSION:**

pump is operating at half to two thirds and has to be pulled to check. this is worst case scenario

3. **OPTIONS:**

4. **FISCAL IMPACT:**

the money will be taken from capital outlay

5. **STAFF RECOMMENDATIONS:**

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|--|--|
| <input type="checkbox"/> Clerk (Original for recording) | <input checked="" type="checkbox"/> Finance Department (Copy for file) |
| <input checked="" type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input checked="" type="checkbox"/> Other <u>Public works</u> | |

Lexington Pump LLC

P.O. Box 626
Lexington, OR 97839
541-989-8448
CCB # 199519

Estimate

Date	Estimate #
2/15/2017	005524Q

Name / Address
Morrow County OHV Park PO Box 428 Lexington, OR 97839

Project

Description	Qty	Cost	Total
QUOTE			
Install pump, motor and pipe at OHV Park.			
45S100-22 Grundfos Pump	1	3,103.00	3,103.00
6" 3 Phase 230V Motor	1	2,050.00	2,050.00
FT 2" Galv Pipe	300	4.50	1,350.00
2" Check Valves2	2	90.00	180.00
Splice & Tape	1	60.00	60.00
Labor & Mileage & Truck	1	2,000.00	2,000.00
		Total	\$8,743.00

Customer Signature _____



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Anita Pranger
(Ext):
Department: The Loop Morrow Co Transportation
Person Attending BOC Meeting
(REQUIRED): Anita Pranger

Phone Number 541-676-5667
Requested Agenda Date: March 22 April 5, 2017

Short Title of Agenda Item: Purchase Pre-Authorization

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other: [X]

For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? [X] Yes [] No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By: Anita Pranger 3-17-2017 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET
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_____ Human Resources
DATE

If appropriate

AGENDA ITEM COVER SHEET

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1. TITLE OF AGENDA ITEM:

2. ISSUES, BACKGROUND, AND DISCUSSION:

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

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

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



Purchase Pre-Authorization Request

Purchase pre-authorization is required prior to all purchases in excess of \$5,000.

DATE: March 1, 2017

RE: Bus Purchase

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Anita Pranger _____ Phone Number (Ext): 541-676-5667 _____

Department: The Loop Morrow Co Transportation Date: March 1, 2017 _____

Purchase Amount: \$103,154 _____ Budget Line: 504-504-540-4405 _____

Is the purchase a "public improvement?" No Yes, dress ORS 279C

Does the purchase amount exceed \$10,000? No Yes see Page 2

Description: This purchase is for a bus with a ramp that will replace the 14 passenger bus that I have here in Heppner. I have a grant to cover \$55,000 and the rest I will take out of my vehicle reserve account budget line number 225-320-540-4407


Finance Director signature


Department signature

Board of Commissioners

March 1, 2017
Date

Original or copies of signed contract should be sent to the following:

- Finance Department (Signed Original) Department (Copy for file)
- BOC Office (Copy for file)

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: The Loop Morrow County Transportation

Contact Person: Anita Pranger

Grant Agreement No. 31435

Date: March 1, 2017

Phone No.541-676-5667

STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION

Vehicle Useful Life Category:	No. of Vehicles To Be Purchased:1	No. of Regular Seats:14	No. of ADA Stations: 2
Required Specifications:	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)
Additional Preferred Options:	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)

PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):

Requested Quotes	Vendor: Schetky Northwest	Vendor: Creative Bus Sales	Schetky Northwest	Vendor: Western Bus Sales
Vehicle Make/Model Proposed:	Champion LF/Ford E450	Glaval Tital II Low Floor Bus on Chevrolet 4500 chassis	Elkhart ECII/Ford E450	2017 Ford E450 25' Challenger
Vehicle Base Price:	\$93,119	\$100,321	\$47,136	\$48,326
Cost of Required Specifications:	(\$3,000)	\$10,664	\$11,020	\$15,056
Total Vehicle Cost With All Required Specifications:	\$90,119	\$110,985	\$58,156	\$63,382
Cost of Additional Preferred Options (if any - enter zero if none):	\$13,035	\$3,719	\$9,677	\$10,612
Total Vehicle Cost With Required Specifications and Preferred Options:	\$103,154	\$114,704	\$67,833	\$73,994
Lowest Cost Vehicle Selected:	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected
Comments:	Schetky Northwest Elkhart ECII/Ford E450 and Western Bus Sales 2017 Ford E450 25' Challenger do not qualify. Both of the buses are quoted with lifts and not a ramp. The RFQ was for a ramp not a lift.			

AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)

Phone No. / E-mail address (enter below)

Anita Pranger, Transportation Coordinator

541-676-5667 apranger@co.morrow.or.us

Signature of Agency Representative: *Anita Pranger*

Date of Signature: *March 1, 2017*

RAIL AND PUBLIC TRANSIT 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, Rail and Public Transit 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 **August 1, 2016** 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, 2018** (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.
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: Subcontractor Insurance

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

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, 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; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit E.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$124,625.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$112,163.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by 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 <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund 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.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall 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.

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 agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

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.

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.

Recipient may 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. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described 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, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit 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, Rail and Public Transit 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, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured".
- 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.

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. **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. **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.

- 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 the 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.g. 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, 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.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **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.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. 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.

Morrow County/State of Oregon
Agreement No. 31435

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. 31435

Morrow County, by and through its

County Court

By Terry K. Tallman
(Legally designated representative)

Name Judge Terry K. Tallman
(printed)

Date August 24, 2016

By Leann Rea

Name Commissioner Leann Rea
(printed)

Date August 24, 2016

By Don Russell

Name Commissioner Don Russell
(printed)

Date August 24, 2016

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By Justin Nelson
Recipient's Legal Counsel OSB #079460

Date August 24, 2016

Recipient Contact:

Anita Pranger
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
apranger@co.morrow.or.us

State Contact:

Laura Slater
555 13th St. NE
Salem, OR 97301-4179
1 (541) 963-1362

State of Oregon, by and through its
Department of Transportation

By Hal Gard
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date 22 August 2016

APPROVAL RECOMMENDED

By Laura Slater

Date 08/18/2016

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Attest:
Patricia Childers ^{Ms} Randa Boyd Deputy Clerk
Morrow County Clerk



EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Discretionary Morrow County 31435 Vehicle Replacement				
<i>Vehicle Replacements</i>				
Item #1: Vans				
	Total	Grant Amount	Local Match	Match Type(s)
	\$59,820.00	\$53,838.00	\$11,964.00	Local, PTD Paid
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$64,805.00	\$58,325.00	\$12,961.00	Local, PTD Paid
Sub Total	\$124,625.00	\$112,163.00	\$24,925.00	
Grand Total	\$124,625.00	\$112,163.00	\$24,925.00	

• **1. PROJECT DESCRIPTION**

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies.

2. PROJECT DELIVERABLES, SCHEDULE and USE

Recipient shall purchase 1 transit vehicle as follows: Useful life: 5 years and/or 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations 2; fuel type: other.

Recipient shall purchase 1 transit vehicle as follows: Useful life: 4 years and/or 100,000 miles; approximate length: less than 22 feet; estimated number of seats: 3-14; estimated number of ADA securement stations 1; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement (VIN, Description, OPTIS number):

<i>1FDSE35L3YHC01818</i>	<i>2000 Ford 3DC</i>	<i>V000223</i>
<i>1FDXE45S1YHB68837</i>	<i>2000 Ford 4DC</i>	<i>V000222</i>

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: 1/1/2017.

Expected delivery date: 6/30/2017.

If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.

State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient shall not lease the vehicles to another agency without the permission of State. Recipient shall request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the

minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

3. PROJECT ACCOUNTING and MATCH

Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of a vehicle. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Recipients will provide match from eligible sources. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on vehicles purchased under this agreement as long as the vehicles remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement, pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

Morrow County/State of Oregon
Agreement No. 31435

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$99,700.00
State Program ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$12,463.00

Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

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.

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

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

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.

EXHIBIT D

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

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

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

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 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

Morrow County/State of Oregon
Agreement No. 31435

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 2 of 2)

1. **TITLE OF AGENDA ITEM:** Review IGA for shared equipment and labor between Oregon public agencies

2. **ISSUES, BACKGROUND, AND DISCUSSION:**

The Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement (IGA) is an intergovernmental agreement that falls under the provisions of ORS Chapter 190. The MORE-IGA is intended to act as a tool for agencies to share equipment, materials and/or services with each other. This agreement is open to all public agencies in Oregon. There are approximately 75 public agencies that are currently participating in the IGA; including 23 counties, 36 cities, and a list of service districts and educational institutions. The MORE-IGA is administered by Marion County, and the full list of participants can be viewed at: www.Moreoregon.com.

The MORE-IGA allows participating public agencies to share services, materials, and/or equipment with or without cost. The IGA provides a framework for service and equipment “provider” agencies to invoice “user” agencies.

Included as attachments to this memorandum are the following:

- A - MORE IGA document
- B - MORE IGA PowerPoint overview presentation provided by Marion County
- C - Multi-Agency IGA information

3. **OPTIONS:**

Morrow County could choose to enter into the MORE-IGA or manage similar IGAs on a jurisdiction by jurisdiction basis.

4. **FISCAL IMPACT:**

The fiscal impact associated administering the IGA would primarily include staff time. The fiscal impact of sharing equipment and services would be determined on a case-by-case basis.

5. **STAFF RECOMMENDATIONS:**

Staff recommends that the Board of Commissioners pass a motion to Morrow County to enter into the MORE-IGA.

6. **SUGGESTED ACTION(S) / MOTION(S):** After considerations, the Board of Commissioners options include the following:

1. Move to enter into the MORE-IGA and authorize Chair Lindsay to sign on behalf of the County and designate the Public Works Director as the Agency’s IGA Overseer;
2. Direct staff to gather additional information as necessary for discussion at a future meeting;
3. Other.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("AGREEMENT").

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The **PARTIES** shall make available to each other vehicles, equipment, machinery, materials, related items ("**EQUIPMENT OR MATERIALS**") and/or services in the manner and on the terms and conditions provided herein. The **PARTY** supplying the services or the **EQUIPMENT OR MATERIALS** shall be designated as the "**PROVIDER**" herein. The **PARTY** receiving the services or assuming the use of **EQUIPMENT OR MATERIALS** shall be designated as the "**USER**" herein.
2. A cost estimate for specific services will be supplied by the **PROVIDER** at the request of the **USER**. **Service PROVIDERS** shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to **USER**. Unless other arrangements are agreed upon by the **PARTIES**, **PROVIDER'S** invoices will be paid by **USERS** in full within thirty (30) days of billing.
3. **EQUIPMENT OR MATERIALS** and/or services shall be provided upon reasonable request at mutually convenient times and locations. The **PROVIDER** retains the right to refuse to honor a request if the **EQUIPMENT OR MATERIALS** are needed for other purposes, if providing the **EQUIPMENT OR MATERIALS** would be unduly inconvenient, or if for any other reason, the **PROVIDER** determines in good faith that it is not in its best interest to provide a particular item at the requested time. **EQUIPMENT OR MATERIALS** shall be returned immediately at **PROVIDER'S** request.
4. The **USER** receiving the **EQUIPMENT OR MATERIALS** shall take proper precaution in its operation, storage and maintenance. **EQUIPMENT OR MATERIALS** shall be used only for its intended purpose. The **USER** shall permit the **EQUIPMENT OR MATERIALS** to be used only by properly trained, properly licensed, and supervised operators. The **USER** shall be responsible for **EQUIPMENT OR MATERIALS** repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The **USER** shall not be responsible for scheduled preventive maintenance (**P.M.**) unless **EQUIPMENT OR MATERIALS** hours used exceeds the **P.M.** schedule periods and has been agreed by the **PROVIDER**. The **USER** shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of **EQUIPMENT OR MATERIALS** (i.e., fluid checks, lubricating, etc.) during the period in which the **EQUIPMENT OR MATERIALS** is in **USER'S** possession.
5. **PROVIDER** shall endeavor to provide **EQUIPMENT OR MATERIALS** in good working order and to inform **USER** of any information reasonably necessary for the proper operation of the **EQUIPMENT OR MATERIALS**. The **EQUIPMENT OR MATERIALS** are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. **USER** shall be solely responsible for selecting the proper **EQUIPMENT OR MATERIALS** for its needs and inspecting **EQUIPMENT OR MATERIALS** prior to use. It is acknowledged by the **PARTIES** that the **PROVIDER** is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the CONTRACT ADMINISTRATOR. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title



Name & title of the
AGENCY'S IGA
OVERSEER: _____

Address: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Optional: Name &
title of Agency's
2nd Contact: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

1. **Mail the original signed MORE-IGA SIGNATURE PAGE** (this page – *actual hard copy page*) to:
Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
Marion County, 5155 Silvertown Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
Telephone: 503.365.3129 MORE-IGA web site: <http://www.MOREoregon.com>
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.



INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

"Doing MORE with less!"

The following is directed to officials of local and state governments that may want to participate in the accompanying **MORE-IGA** [AGREEMENT]. There are four pages to the MORE-IGA:

- The MORE-IGA narrative – pages 1-2
 - **MORE-IGA SIGNATURE PAGE** – page 3
 - **INSTRUCTIONS FOR THE MORE-IGA** (this page) – page 4
- a. The purpose of the MORE-IGA is for to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.
 - b. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.
 - c. Each PUBLIC ENTITIES shall identify an AGENCY'S IGA OVERSEER which will process, file and will receive and maintain IGA documents.
 - d. Don Newell of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCY'S IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.
 - e. Each new PARTY shall execute the **MORE-IGA SIGNATURE PAGE** in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity's records.
 - f. Each AGENCY'S IGA OVERSEER will receive digital copies of the **MORE-IGA SIGNATURE PAGE** from the web site: <http://www.MOREoregon.com> for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCY'S IGA OVERSEERS of new Agencies signers by e-mail.
 - g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.
 - h. It is important to note paragraph 3 (page 1): "The PROVIDER retains the right to refuse to honor a request".
 - i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES' AGENCY'S IGA OVERSEERS; 2) other PUBLIC ENTITIES' staff that want to be informed of MORE members' news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.
 - j. An optional 2nd agency contact person can identify on the **MORE-IGA SIGNATURE PAGE** which will also receive direct ongoing correspondence of MORE's activities or of its members.
 - k. The IGA, list of PUBLIC ENTITIES with agencies' contacts, digital file copies of **MORE-IGA SIGNATURE PAGES**, meeting announcements, and members' news are found on <http://www.MOREoregon.com>

Questions or concerns may be addressed to:

Don Newell, CONTRACT ADMINISTRATOR.

Marion County, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129;

e-mail: DNewell@co.Marion.or.us

History: An original joint agency IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replaced PMAT-IGA.

A second ODOT IGA (OMAT), which allows agencies work with ODOT, can be obtained by contacting:

Rita Gill, OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;

123 NW Flanders Street, Portland, OR 97209-4012;

Telephone: 503-731-8548; e-mail: Syrecta.Gill@ODOT.state.or.us

Oregon's **MORE-IGA**



Doing **MORE** with Less!

Doing **MORE** Yes!

www.MOREoregon.com

www.MOREoregon.com

Oregon's **MORE-IGA**

www.MOREoregon.com

MORE = Managing Oregon Resources Effectively

**IGA = Intergovernmental
Agreement**

www.MOREoregon.com



What is the **MORE-IGA** ?

**Multi agency IGA that allows
Oregon's public agencies
exchange invoices,
therefore services
and resources**

Oregon Revised Statutes #190

www.MOREoregon.com



Who is part of the **MORE-IGA ?**

Currently 75 public agencies *(and counting)*

- **23 of Oregon's 36 counties**
- **36 cities**
- **Others include: transit, service districts, schools / colleges, 911-center, etc.**

www.MOREoregon.com



Oregon's **MORE-IGA**

MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**} INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred to the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} (“**AGREEMENT**”).

WHEREAS:

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2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

The **Breath** of the **MORE-IGA** ?

“Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, survey, construction, operations, maintenance, service districts, emergency management and related activities”

Many, many disciplines



Doing **MORE** with Less!

Doing **MORE** Yes!

www.MOREoregon.com

www.MOREoregon.com

Why the MORE-IGA ?

- **Generic – no lead agency**
- **No expiration date**
- **No financial caps**
- **Web-based – self serve**
- **Short / Very Brief – only 2 pages**
- **Many agencies' attorneys**
“agree to agree” !
- **Open-ended for a wide span of work or activities**

When to use the **MORE-IGA ?**

- **Standing IGA is in place**
- **Any time !**
- **Daily**
- **Emergencies (i.e. FEMA)**

Empowerment!



Doing **MORE** with Less!

Doing **MORE** Yes!

www.MOREoregon.com

www.MOREoregon.com

How to join the **MORE-IGA** :

Must be an Oregon Public Agency

Simple as 1 - 2 (no 3) :

- 1. Print two agency signature sheets**
- 2. Sign and mail one to Marion County which will web-posted for partner agencies**

Your Done!

www.MOREoregon.com



What Else about the **MORE-IGA ?**

- ***We truly collaborate !***
- **We have a Web Bulletin Board**
- **We have *optional* twice a year lunch meetings and just chat**
- **We broadcast members' e-mail inquires...**
- **Great reduction of Agencies' IGAs to maintain**

www.MOREoregon.com



MORE-IGA's **Success!**

many,

many,

many!

Over 20-years!

www.MOREoregon.com



Managing
Oregon
Resources
Efficiently

Doing **MORE** with Less!
Doing **MORE** Yes!
www.MOREoregon.com

www.MOREoregon.com

Doing MORE with Less !

Doing MORE Yes !

Don Newell

MORE-IGA contract administrator

Marion County, OR

contact information on the web:

www.MOREoregon.com



Multi-Agency Intergovernmental Agreements

in Oregon that generally apply to **Public Works** and **Emergency Management**

(as of September, 2016)

Currently there are three intergovernmental agreements (IGA) that are important to Oregon's county public works and emergency management. It is recommended each county be an active member of each of these as they are briefly described.

1. **OMINBUS** IGA

- a. Proper Name: **Multi-County Omnibus Mutual Aid Agreement**
"Omnibus" is generally defined as "for all" *{everybody on the bus!}*
- b. For Oregon **Counties Only** (no other type of agencies can sign)
 - County to county
 - Counties can use to help their cities and others in their jurisdictions
- c. Purpose / limitations:
 - for Oregon county emergency management only
 - Mutual Aid – time of need
 - **Meets FEMA IGA requirements**
- d. Agencies to date: **16 Oregon counties**
- e. Administered by: Marion County Emergency Management (Public Works)
Contact: Krista Rowland – Krowland@co.marion.or.us Ph: 503.588.5108
- f. Website: (Marion County / Public Works / Emergency Management web page):
<http://www.co.marion.or.us/PW/EmergencyManagement/omnibus/Pages/default.aspx>
- g. Some characteristics:
 - Web based
 - 13-pages length plus signature page
 - Agencies may offer the first 12-hours of services or equipment without cost
 - Agencies members agree to meet once a year
 - **No expiration date** – no need to renew; may "Opt Out" at will
- h. In brief: IGA for Oregon **county emergency managers** to plan and share resources

2. **ODOT Mutual** IGA

- a. Proper Name: **Oregon Public Works Emergency Response Cooperative Assistance Agreement**
- b. For state agencies, counties, cities, service districts, and public institutions
- c. Purpose / limitations:
 - For emergency / urgency response only
 - Mutual Aid – to assist others in time of need
 - **Meets FEMA IGA requirements**
- d. Agencies (as of 3/27/12 web post): 223 total agencies
 - **34 of the 36 Oregon counties** (94%)
 - 183 of 243 Oregon cities or towns (76%)
 - 2 service districts and the University of Oregon
 - 3 Oregon departments (Agriculture, Transportation, and Parks & Recreation)
- e. Administered by: ODOT – Emergency Response Program
- f. Website: (ODOT/ Highway / Office Of Maintenance/ Emergency Response / Public Works Mutual Aid web page): <http://www.oregon.gov/ODOT/HWY/OOM/Pages/erp/erp.aspx>
- g. Some characteristics:
 - 5 page length plus 2 signature pages
 - Only for emergencies

- Agencies' authorizing signatures must be renewed every 5-years
 - Signature agencies' names are posted on the web site
- h. In brief: Allows resources to be shared **during emergency / urgency events only**

3. MORE IGA - www.MOREoregon.com

- a. Proper Name: **Managing Oregon Resources Efficiently**
Intergovernmental Agreement
- b. For any public agency in Oregon:
- For **public works**, municipal, transportation, engineering, construction, operations, maintenance, service districts, **emergency management and related activities**
 - To share equipment and materials, and provide services
- c. Purpose / limitations:
- For both **regular** and emergency work:
 - *use at any time - including ongoing work*
 - **Meets FEMA IGA requirements**
- d. Agencies to date: 68 total agencies
- **21 Oregon counties**
 - 6 cities
 - 7 service districts
 - 4 others: Chemeketa Community College, METCOM 911, Metro, and Tri-Met
- e. Administered by: Marion County Public Works
Contact: Don Newell - DNewell@co.marion.or.us
Ph: 503.365.3129
- f. Website: (Marion County / Public Works / Road Maintenance web page) www.MOREoregon.com
- g. Some characteristics:
- Web based
 - Short, 2-pages length plus signature and instruction pages
 - Agencies may offer services / equipment without cost
 - Optional members meetings are twice a year
 - No fiscal caps
 - **No expiration date** – no need to renew; may “Opt Out” at will
 - Signature pages are posted on the web site
 - Web site hosts “Bulletin Board” and other IGA resources
 - The MORE-IGA can streamline the on-going maintenance and reduce a county's inventory of the many IGAs currently in place (i.e. cities, service districts) – “*One IGA serves All*”
- h. In brief, this is a public works based IGA that allows sharing and/or invoices to be exchanged either during emergency events or for performing day-to-day services.

By having agencies work with each more often they better understand each other, their resources and limitations, especially in times of need.

MORE IGA = “Doing MORE with Less - Doing MORE YES!”

IGA:	OMIBUS	ODOT	MORE
Baker	no	Yes	no
Benton	Yes	no	Yes
Clackamas	Yes	Yes	Yes
Clatsop	Yes	Yes	Yes
Columbia	Yes	Yes	Yes
Coos	no	Yes	Yes
Crook	Yes	Yes	Yes
Curry	no	Yes	no
Deschutes	Yes	Yes	Yes
Douglas	no	Yes	Yes
Gilliam	no	Yes	no
Grant	no	Yes	no
Harney	no	Yes	no
Hood River	Yes	Yes	Yes
Jackson	no	Yes	no
Jefferson	Yes	Yes	no
Josephine	no	Yes	Yes
Klamath	no	Yes	Yes
Lake	no	Yes	no
Lane	no	Yes	Yes
Lincoln	Yes	Yes	Yes
Linn	Yes	Yes	Yes
Malheur	no	Yes	no
Marion	Yes	Yes	Yes
Morrow	no	Yes	no
Multnomah	Yes	Yes	Yes
Polk	Yes	Yes	Yes
Sherman	no	no	no
Tillamook	Yes	Yes	Yes
Umatilla	no	Yes	no
Union	no	Yes	no
Wallowa	no	Yes	no
Wasco	no	Yes	Yes
Washington	Yes	Yes	Yes
Wheeler	Yes	Yes	no
Yamhill	Yes	Yes	Yes
Totals:	17	34	21
Percent:	47%	94%	58%

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. **TITLE OF AGENDA ITEM:** *NO Spray Zone Permit*

2. **ISSUES, BACKGROUND, AND DISCUSSION:**

Permit require land owner to maintain designated section of County Road right of way to County specs and at personal expense

Has been reviewed by Assitant roadmaster - Weed Control Dave Prange & PWD Director all are in favor

Land owner must post approved signs on both ends of project area

3. **OPTIONS:**

4. **FISCAL IMPACT:** *save County small amount of spraying cost on designated section of road*

5. **STAFF RECOMMENDATIONS:**

Approval

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

Motion to approve

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department - For distribution |
| <input type="checkbox"/> Other _____ | |

MORROW COUNTY WEED DEPARTMENT
HWY 74, P.O. BOX 428, LEXINGTON, OR 97839
PH. 541-989-9502 FAX 541-989-8352

PERMIT APPLICATION

For

NO SPRAY ZONE ON COUNTY RIGHT OF WAY

We, Jess Osmin 58794 Balm Fork Rd 541-676-9079
(Print or Type) (Address) (Phone)

Hereby requests a NO SPRAY ZONE along Balm Fork Rd Road/Lane.
Approx. 2 miles (N, S, E, W) from nearest intersection with Willow Creek Road/Lane.
This zone will be on one side (N, S, E, W) or both sides of the road: West.

REASON FOR REQUEST: not to kill crops close to right of way.

Please draw a map on back of permit with a North arrow on it and highlight NO SPRAY AREAS.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED PAGE

Additional Terms and Conditions to Be Noted Here

APPROVED BY: Barker Osmin
(Public Works Director)

APPROVED DATE: March 11/2017

Jess Osmin
(Signature of Permittee)

MORROW COUNTY BOARD OF COMMISSIONERS

County Commissioner

County Commissioner

County Commissioners

Permission Granted

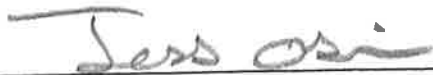
* _____
(Date)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

Permittee agrees to:

1. Pay for the cost of materials and labor to post requested zone according to Standard Sign manuals.
2. Maintain the zone to the same standards as that of the adjacent roadway. Paved roads require a 6-foot clear zone next to the edge of the paved surfaces unless mitigating circumstances prevail. In such a case the Weed Control coordinator will prescribe the treatment needed. Gravel roads need to be kept clear of vegetation to the edge of the rock surface.
3. Control noxious weeds on County weed list within no spray zone on County right-of-way.
4. Pay for labor, materials, and equipment needed to bring requested zone up to standards should Permittee fail to maintain zone and is judged by officials to be out of compliance by inspection.
5. Notify County Weed Control Department when or if zone is no longer needed.
6. Inspection and renewal is required annually. Permit runs on a calendar year.
7. If Permittee chooses to control vegetation with chemicals all label rates and uses for rights of way will be followed. In addition, spray records will be kept by Permittee and may be inspected by the County upon request.
8. Permittee agrees to indemnify and hold County harmless from any and all suits, actions or claims made as a result of the Permittee's, or Permittee's agent(s) or employee(s) conduct in conjunction with the performance of this agreement.

I have read and agree to the terms and provisions of this agreement, stated above.



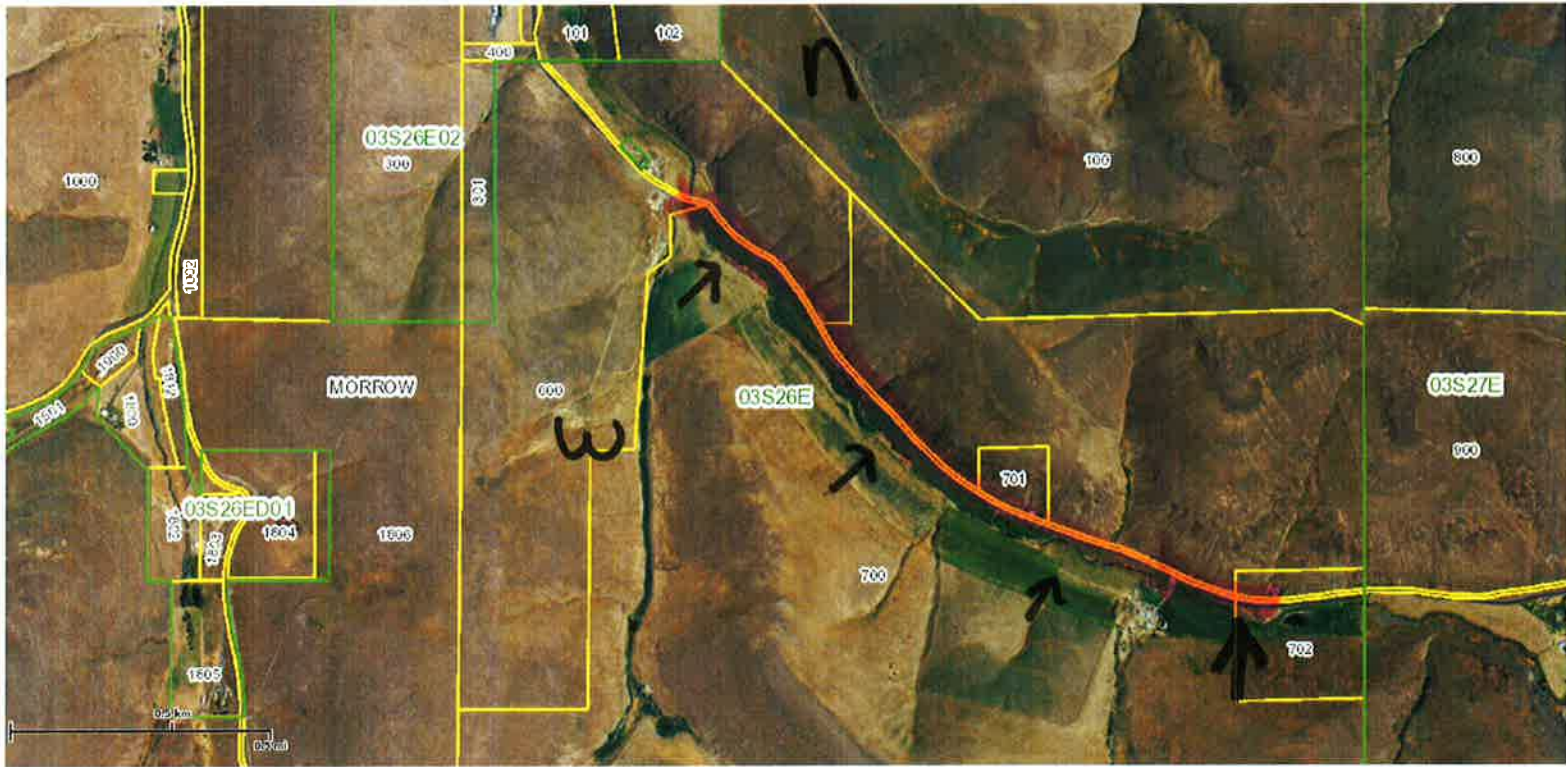
Permittee

2-22-17

Date

The Oregon Map

New Directions



Copyright 2011 ORMAP. All rights reserved. Thu Dec 1 2016 09:47:50 AM.

JANUARY 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1						1
WEEK 2	2	3	4Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer <u>Quarterly:</u> Assessment & Tax Finance	5	6	7/8
WEEK 3	9	10	11Irrigon <u>Monthly:</u> Planning <u>Quarterly:</u> Justice Court Veterans	12	13	14/15
WEEK 4	16	17	18B'man <u>Quarterly:</u> Juvenile The Loop County Counsel/DA	19	20	21/22
WEEK 5	23	24	25Heppner <u>Monthly:</u> Road <u>Quarterly:</u> Clerk Human Resources Surveyor Public Health	26	27	28/29

FEBRUARY 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1			1 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	2	3	4/5
WEEK 2	6	7 Click here to enter text.	8 Irrigon <u>Monthly:</u> Planning	9	10	11/12
WEEK 3	13	14	15 B'man	16	17	18/19
WEEK 4	20	21	22 Heppner <u>Monthly:</u> Road	23	24	25/26
WEEK 5	27	28				
WEEK 6						

MARCH 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1			1 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	2	3	4/5
WEEK 2	6	7 Click here to enter text.	8 Irrigon <u>Monthly:</u> Planning	9	10	11/12
WEEK 3	13	14	15 B'man	16	17	18/19
WEEK 4	20	21	22 Heppner <u>Monthly:</u> Road	23	24	25/26
WEEK 5	27	28	29	30	31	
WEEK 6						

APRIL 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1						1/2
WEEK 2	3	4	5 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer <u>Quarterly:</u> Assessment & Tax Finance	6	7	8/9
WEEK 3	10	11	12 Irrigon <u>Monthly:</u> Planning <u>Quarterly:</u> Justice Court Veterans	13	14	15/16
WEEK 4	17	18	19 B'man <u>Quarterly:</u> Juvenile The Loop County Counsel/DA	20	21	22/23
WEEK 5	24	25	26 Heppner <u>Monthly:</u> Road <u>Quarterly:</u> Clerk Human Resources Surveyor Public Health	27	28	29/30

MAY 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1	1	2	3 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	4	5	6/7
WEEK 2	8	9	10 Irrigon <u>Monthly:</u> Planning	11	12	13/14
WEEK 3	15	16	17 B'man	18	19	20/21
WEEK 4	22	23	24 Heppner <u>Monthly:</u> Road	25	26	27/28
WEEK 5	29	30	31 5 th Wed.			
WEEK 6						

JUNE 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1				1	2	3/4
WEEK 2	5	6	7 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	8	9	10/11
WEEK 3	12	13	14 Irrigon <u>Monthly:</u> Planning	15	16	17/18
WEEK 4	19	20	21 B'man	22	23	24/25
WEEK 5	26	27	28 Heppner <u>Monthly:</u> Road			
WEEK 6						

JULY 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1						1/2
WEEK 2	3	4	5 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer <u>Quarterly:</u> Assessment & Tax Finance	6	7	8/9
WEEK 3	10	11	12 Irrigon <u>Monthly:</u> Planning <u>Quarterly:</u> Justice Court Veterans	13	14	15/16
WEEK 4	17	18	19 B'man <u>Quarterly:</u> Juvenile The Loop County Counsel/DA	20	21	22/23
WEEK 5	24	25	26 Heppner <u>Monthly:</u> Road <u>Quarterly:</u> Clerk Human Resources Surveyor Public Health	27	28	29/30
WEEK 6	31					

AUGUST 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1		1	2 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	3	4	5/6
WEEK 2	7	8	9 Irrigon <u>Monthly:</u> Planning	10	11	12/13
WEEK 3	14	15 Fair Week	16 Heppner	17	18	19/20
WEEK 4	21	22	23 Heppner <u>Monthly:</u> Road	24	25	26/27
WEEK 5	28	29	30 5 th Wed.	31		
WEEK 6						

SEPTEMBER 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1					1	2/3
WEEK 2	4	5	6 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	7	8	9/10
WEEK 3	11	12	13 Irrigon <u>Monthly:</u> Planning	14	15	16/17
WEEK 4	18	19	20 B'man	21	22	23/24
WEEK 5	25	26	27 Heppner <u>Monthly:</u> Road			
WEEK 6						

OCTOBER 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1						1
WEEK 2	2	3	4 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer <u>Quarterly:</u> Assessment & Tax Finance	5	6	7/8
WEEK 3	9	10	11 Irrigon <u>Monthly:</u> Planning <u>Quarterly:</u> Justice Court Veterans	12	13	14/15
WEEK 4	16	17	18 B'man <u>Quarterly:</u> Juvenile The Loop County Counsel/DA	19	20	21/22
WEEK 5	23	24	25 Heppner <u>Monthly:</u> Road <u>Quarterly:</u> Clerk Human Resources Surveyor Public Health	26	27	28/29
	30	31				

NOVEMBER 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1			1 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	2	3	4/5
WEEK 2	6	7	8 Irrigon <u>Monthly:</u> Planning	9	10	11/12
WEEK 3	13 AOC Annual Conference	14	15 B'man	16	17	18/19
WEEK 4	20	21	22 Heppner <u>Monthly:</u> Road	23	24	25/26
WEEK 5	27	28	29 5 th Wed.	30		
WEEK 6						

DECEMBER 2017

SUBJECT _____ Subject _____ PERIOD _____ Period _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
WEEK 1					1	2/3
WEEK 2	4	5	6 Heppner <u>Monthly:</u> Sheriff's Office Emergency Mgmt. Treasurer	7	8	9/10
WEEK 3	11	12	13 Irrigon <u>Monthly:</u> Planning	14	15	16/17
WEEK 4	18	19	20 B'man	21	22	23/24
WEEK 5	25	26	27 Heppner <u>Monthly:</u> Road			
WEEK 6						

Roberta Lutcher

From: Terry Tallman <terry@tallman.cx>
Sent: Sunday, March 05, 2017 6:54 PM
To: Sheree Smith
Cc: Jerry Sorte; Roberta Lutcher; Don Russell
Subject: Re: Request for Board of Commissioners to Appoint Terry Tallman to the Local Community Advisory Council

Thank you. I consider this a very positive and forward moving appointment. Our county has great needs which we as citizens can impact.

Terry

Sent from my iPad

On Mar 2, 2017, at 2:53 PM, Sheree Smith <ssmith@co.morrow.or.us> wrote:

Jerry,

At a previous Morrow County Local Community Advisory Council (LCAC) meeting, participants had requested to be provided information related to Official member appointment by the County Court. At the LCAC meeting today, I provided documentation of LCAC member appointment made at the County Court meeting on February 25 of 2015. I shared that membership was identified by agency rather than a specific person's name with the exception of Community Representation and Consumers.

Terry Tallman was in attendance at the meeting today and indicated his desire to continue participation as a community representative for the LCAC. At the conclusion of the meeting, he discussed the issue further with myself and Commissioner Russell, asking that the Board of Commissioners officially appoint him as a member of the LCAC in the role of Community Representative.

Therefore I am forwarding the request on his behalf, to the Board of Commissioners, requesting that Terry Tallman be officially appointed as a Community Representative serving on the LCAC.

Please let me know if you have any questions.

Thanks,
-Sheree

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 3)

1. **TITLE OF AGENDA ITEM:** Update on the Morrow County Equity Fund Loan Review Committee

2. **ISSUES, BACKGROUND, AND DISCUSSION:**

At the Board of Commissioners meeting on March 15, 2017, Rex Baker, Loan Officer with the Greater Eastern Oregon Development Corporation (GEODC) presented an overview of the Morrow County Equity Fund and indicated that he would soon need to schedule a meeting of the Equity Fund Loan Review Committee.

The Equity Fund Loan Review Committee is appointed by the Board of Commissioners to provide an initial review and recommendation of all loan requests to the Board. The Committee consists of the Morrow County Finance Department Director; one at-large member representing Boardman and Irrigon; and one representative from each of the following: Bank of Eastern Oregon, Banner Bank, Community Bank, and the Willow Creek Valley Economic Development Group (WCVEDG). The last appointments to the Committee were made on March 25, 2015. The following is the applicable excerpt from the March 25, 2015 County Court meeting:

Equity Fund Loan Review Committee Appointments

The Commissioners decided it would be better to state the Committee will consist of representatives from each of the entities, rather than specifically named individuals from those entities. They also decided to include Community Bank in the list.

Commissioner Rea moved to appoint members to the Equity Fund Loan Review Committee, effective March 25, 2015, to include representatives from Banner Bank, Bank of Eastern Oregon, Community Bank, Willow Creek Valley Economic Development Group, Morrow County Finance Director, and Gary Frederickson, At-Large, representing Boardman and Irrigon. Commissioner Russell seconded. Unanimous approval.

As described above, in 2015 the Court did not appoint specific individuals from the Bank of Eastern Oregon, Banner Bank, Community Bank, and WCVEDG. This is one option for the Board of Commissioners to consider. The banks and WCVEDG could be notified when the Committee needs to meet and those organizations could choose their representatives to sit on the Committee. Alternatively, the Board could appoint individuals from those organizations.

Kraig Cutsforth with Community Bank has indicated a desire to serve on the Committee.

Also, in a follow-up discussion with County Counsel, it was confirmed that meetings of the Committee are public meetings and would need to be advertised and open to the public.

3. **OPTIONS:** Options available to the Board include:

1. Appoint specific individuals from the Bank of Eastern Oregon, Banner Bank, Community Bank, and WCVEDG to serve on the Equity Fund Loan Review Committee;
2. Confirm that the Bank of Eastern Oregon, Banner Bank, Community Bank and WCVEDG will be contacted when the Equity Fund Loan Review Committee meets and request that those entities choose their own representatives;
3. Other

4. **FISCAL IMPACT:** Staff time associated with administering appoints to the Equity Fund Loan Review Committee

5. **SUGGESTED ACTION(S) / MOTION(S):** Staff recommends that the Board consider the options listed under Number 3, above; and take action as applicable. Staff recommends that if the Board makes new

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 3 of 3)

appointments of individuals that they become effective immediately and extend through December 31 of 2019 or 2020.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karen Wolff
Human Resources Director
kwolff@co.morrow.or.us

TO: Morrow County Board of Commissioners

FROM: Karen Wolff, Human Resources Director

DATE: March 16, 2017

RE: Morrow County Compensation Board Recommendations

The Morrow County Compensation Board met on March 16, 2017. We had two new Board members this year. Their contributions to the process were very positive. I want to thank all of the Board members for their time and effort in this process. All members of the Board had reviewed the notebooks that were provided to them prior to the meeting and arrived at the meeting ready to begin discussions.

The meeting format was a little different this year. Public comment was accepted at the beginning and the end of the meeting. During deliberations, the Board would ask questions of those in attendance and the information provided was helpful.

One of the first questions addressed was the compensation of the Commissioners. All Board members believe that a person doing full-time work should be compensated at a full-time rate. There was discussion regarding the action of the Board of Commissioners recognizing that the time commitment is more than half time. Some members of the Board were uncomfortable recommending increasing the wage to a 1.0 FTE wage at this time. In the end, the Board agreed to increase the Commissioner wage. The Juvenile Judge was paid at 1.0 FTE (\$76,814) and that Commissioner is now being paid at 0.5 FTE (\$38,407). The Board chose to take the other half of the former Juvenile Judge wage and split it between the three (3) Commissioners.

$$\$38,407 + \$12,802 = \$51,209 \quad (\$38,407/3 = \$12,802)$$

As we discussed the Surveyor compensation, I asked the Board to clarify their intent regarding the compensation: Is the \$36,000 per year intended to be in addition to the Subdivision and Plat fees and the Monumentation payments? There had been a question during a Board of Commissioner meeting as to whether the \$36,000 was in addition to these monies, or if these monies were considered part of the \$36,000. The three (3) Board members who were on the Board last year indicated that their intent last year was for it to be in addition to fees and monumentation. The full Board stated that continues to be their intent for this year.

Please refer to the minutes for more detail of the deliberations and decisions of the Compensation Board.

The Compensation Board recommends the following compensation adjustments for Elected Officials for Fiscal Year 2016-2017:

- **Increase the District Attorney County Stipend to \$8,000 per year.**
- **In recognition of the more than half-time time commitment, increase the County Commissioner wage. The increase will be calculated by the 0.5 FTE wage that was reduced from the former Judge position, which is now a County Commissioner. This amount will be divided equally between the three Commissioners.
 $\$38,407 + \$12,802 = \$51,209 (\$38,407/3 = \$12,802)$**
- **Flat 3% Cost Of Living Adjustment (COLA) for all Elected Officials, but not less than the COLA applied to Management. The COLA is not to be applied to the District Attorney and the three Commissioners wages, which have already been adjusted.**

I appreciate the time and effort of the Board members and thank them for taking this evaluation very seriously. I also appreciate their employers for allowing them the time to participate in this meeting.

Roberta Lutcher

From: Gary Kopperud <drawthis@my180.net>
Sent: Thursday, March 16, 2017 8:48 AM
To: Roberta Lutcher
Subject: Tower Clock / Gary kopperud

Update: Mar.16, 2017 Tower Clock

Yesterday I met with Rod Wilson and Tony and we spent the day taking down the tower clock movement in the lobby and installing the new drum and ratchet gear that had been damaged . We also inspected all aspects of the clock and reassembled the clock and restrung the cable that drives the time portion of the clock. The bell cable and the bell hammer were adjusted as was the strike timing. All lubrication points were oiled and the bushings were all adjusted. Since it is a complicated machine with all adjustments being manual, there may be adjustments required with all of the work done yesterday. We are driving only the west dial for testing purposes. Some time ago it was determined that the clock was originally a one dial clock and was modified to be a three dial clock years ago. This modification was somewhat crude , however, we were able to get the correct dial distribution gear assembly and we installed it last year. We still have parts being used that were part of the modification and we are going to be testing those in the weeks to come. The plan is to run the west dial and do any adjustments necessary. Then, we will add another dial to test the loads the clock is pushing to see what adjustments can be made , if any. Then, we will add the third dial and do the same. But first, we want the basic clock with one dial to run under scrutiny and move on from there. Yesterday we did find another bent part in the area of the part that was damaged, but we adjusted for tolerances and tested it several times and it is performing correctly. It is bronze, so we cannot bend or adjust its angle.

I am pleased that the clock will only be hand wound in the future and I am available for any questions from anyone in the county regarding the clock. Sometimes, even a small issue can point to a larger one if it is not dealt with. I am sorry it took so long to return for the installation of the new parts yesterday, but our winter and a family medical problem kept me close to home for the last 4 months. Best wishes to all.....Gary Kopperud



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

AGENDA

Morrow County Planning Commission
Tuesday, March 28, 2017, 7:00 pm
Bartholomew Building
Hepner, Oregon

Members of Commission

Jeff Wenholz, Chair
Clint Carlson
Wayne Seitz

Mifflin Devin, Vice Chair
Kathy Neal
Greg Sweek

Ken Bailey
Sue Oliver
Rod Taylor

Members of Staff

Carla McLane, Planning Director
Stephen Wrecsics, GIS Planning Tech

Stephanie Loving, Planner I
Justin Nelson, County Counsel

1. Call to Order
2. Roll Call
3. Pledge of Allegiance: "I pledge allegiance to the flag of the United States of America and to the republic for which it stands: one nation under God, indivisible with liberty and justice for all."
4. Minutes: February 28, 2017
5. Public Hearings to begin at 7:00 pm (COMMISSION ACTION REQUIRED):

Land Partition LP-N-458 and Replat R-N-046-16: Port of Morrow, applicant and owner. The property is described as tax lot 100 of Assessor's Map 4N 26 07. The property is zoned Port Industrial and located in the Port of Morrow East Beach Industrial Park. Request is to partition an approximate 38-acre parcel to create two parcels. Criteria for approval includes the MCSO Article 5 Land Partitioning.

6. Public Comment
7. Farm and Forest Model Code Work Session
8. Other Business:
 - Article 2 Update Discussion
 - Article 9 Update Discussion
 - Findings Discussion
 - Planning Director Update
9. Adjourn

Next Meeting

April 25, 2017 at 7:00 p.m.
Port of Morrow Riverfront Center
Boardman, Oregon