

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, May 10, 2017 at 9:00 AM**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**490 N.E. Main Ave., Irrigon, OR**

- 1. Call to Order - 9:00 AM**
- 2. Pledge of Allegiance**
- 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**

**Tab 1** a. Approve Claims: Accounts Payable dated May 11; 2017 Q1 SUTA/WBF Quarterly Payment dated May 2, 2017; May 2017 Retirement Taxes dated May 5, 2017.

b. Accept Oregon Department of Agriculture Wolf Compensation and Financial Assistance 2017 Grant Agreement Award

**Tab 2** c. Approve Anson Wright Park – Part-time Park Host Contract (Greg Close, Parks Manager)

d. Approve Amended Bylaws of the Parks Committee and Sign Resolution No. R-2017-8: Amending the Bylaws of the Parks Committee in the 2010-2030 Morrow County Parks Master Plan (Justin Nelson, County Counsel)

**6. Business Items**

**Tab 3** a. Budget Transfer Resolution No. R-2017-15 (Kate Knop, Finance Director)

**Tab 4** b. Mapping Maintenance Contract with Oregon Department of Revenue (Mike Gorman, Assessor/Tax Collector)

**Tab 5** c. Intergovernmental Agreement between the Sheriff's Office and the City of Heppner (John Bowles, Undersheriff)

**Tab 6** d. County Grants to Cities Discussion

**Tab 7** e. Review and Approve Lease with Domestic Violence Services, Inc. (Jerry Sorte, Administrative Officer)

**Tab 8** f. Oregon Department of Energy Contract #15-054 Amendment #2 (Carla McLane, Planning Director)

**7. Staff Reports**

**Tab 9** a. Planning Department monthly report (Carla McLane, Director)

**Tab 10** b. Veterans Services quarterly report (Linda Skendzel, Veterans Representative)

**Tab 11** **8. Correspondence**

**9. Commissioner Reports**

**10. Adjournment**

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

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



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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Item #
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This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Roberta Lutchter
Department: BOC

Phone Number (Ext): 5303
Requested Agenda Date: May 10, 2017

Person Attending BOC Meeting (REQUIRED): Commissioner Jim Doherty
Short Title of Agenda Item: Accept Oregon Department of Agriculture Wolf Compensation and Financial Assistance 2017 Grant Agreement Award

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 5 minutes
Estimated Time:
Department Report
Other:

For Contracts and Agreements Only
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address:
Effective Dates - From: Fully Executed Through: January 31, 2018
Total Contract Amount: \$8,675 Budget Line: 101-101-3-30-3429
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

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

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: *ACCEPT OREGON DEPARTMENT OF AGRICULTURE WOLF COMPENSATION AND FINANCIAL ASSISTANCE 2017 GRANT AGREEMENT AWARD*

2. ISSUES, BACKGROUND, AND DISCUSSION:

*The grant is \$8,000 for Financial assistance for implementing methods that limit wolf-livestock interaction; and \$675 for reimbursement for qualified expenses incurred by the county for implementing the county program, as defined in OAR 603-019-0001(5) and 603-019-0015(g). (The “qualified expenses” are reimbursement for County Staff time to prepare for, attend, and produce minutes and other documents for the Wolf Depredation Advisory Committee.)*

3. OPTIONS:

1. *Accept grant award*
2. *Reject grant award*
3. *Other*

4. FISCAL IMPACT:

*None to Morrow County*

5. STAFF RECOMMENDATIONS:

*Accept award as there is known wolf activity in Morrow County as determined by Oregon Department of Fish and Wildlife.*

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

*Move to approve the Oregon Department of Agriculture Wolf Compensation and Financial Assistance 2017 Grant Agreement – Grant #: ODA-3971-GR-Morrow effective from the date of signature by all parties through January 31, 2018, in the amount of \$8,675.00, and authorize Commissioner Doherty to sign on behalf of the County.*

- 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 _____                            |   |



**OREGON DEPARTMENT OF AGRICULTURE  
WOLF COMPENSATION AND FINANCIAL ASSISTANCE  
2017 GRANT AGREEMENT-GRANT #: ODA-3971-GR-MORROW**

**BETWEEN:** State of Oregon, acting by and through its Oregon Department of Agriculture

**AND:** Grantee: Morrow County  
Grantee Address: P.O. Box 788  
Heppner, OR 97836

**DATE:** Date of Agreement: April 14, 2017

**SECTION 1  
LEGAL BASIS OF AWARD; TERM OF AGREEMENT**

Section 1.01. Pursuant to Oregon Laws 2011, Chapter 690 (the “Act”), the Department of Agriculture (the Department) shall establish and implement a wolf depredation and financial assistance grant program and award grants in accordance with Section 1 of the Act and rules adopted by the Department in OAR chapter 603, Division 019(the “Rules”) pursuant to Section 1(4) of the Act.

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed and has been approved as required by applicable law (the “Effective Date”). The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **January 31, 2018** (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date.

**SECTION 2  
GRANT AWARD**

Section 2.01. Grant. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than **March 31, 2017**, a maximum of \$8,675.00 (Grant money) to be awarded by Grantee to Award Recipients as set forth in Table 2.01 for one or more of following numbered “Award Types”:

- 1) Compensation for injury or death of livestock or working dogs resulting from wolf depredation;
- 2) Financial assistance for implementing methods that limit wolf-livestock interaction;
- 3) Reimbursement for qualified expenses incurred by the county for implementing the county program, as defined in OAR 603-019-0001(5) and 603-019-0015(g);
- 4) Compensation for missing livestock or working dogs resulting from wolf depredation.

**Table 2.01** (Grantee may attach a separate sheet to include more AWARD RECIPIENTS)

AWARD TYPE	AWARD RECIPIENT	AWARD AMOUNT
#1	NA	\$0
#2	Morrow County	\$8,000.00
#3	Morrow County	\$675.00
#4	NA	\$0
	<b>TOTAL GRANT AWARD</b>	<b>\$8,675.00</b>

Section 2.02. Conditions Precedent to Each Disbursement. Disbursement of Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a) The Wolf Management Compensation and Proactive Trust Fund (Trust Fund) managed by the Department and established in compliance with the Act and Rules contains sufficient funds and the Department has received sufficient expenditure authorizations to allow the Department, in the exercise of its reasonable administrative discretion, to make the disbursement
- b) The county maintains a county advisory committee described in OAR 603-016-0015(2). Each member of the advisory committee must sign a statement affirming their agreement to represent and support the position for which they have been appointed to the committee.
- c) The county is in compliance with the Act and Rules, including without limitation:
  - i. In accordance with OAR 603-019-0015, the county advisory committee has established compensation rates for injured, dead and missing animals that are qualified for compensation, persons applying to Grantees to be Award Recipients meet the specified conditions for compensation, and including that Grant funds shall be distributed, to the extent possible, in an equal and balanced manner between payments to compensate for death, injury or for missing animals and payments to implement management techniques to limit wolf-livestock interaction that include nonlethal techniques as well, with a minimum of 30% of the county's Grant funds distributed for livestock management techniques (including non-lethal methods) that limit wolf-livestock interaction.
  - ii. County has submitted, or will submit, an itemized record of expenses for which it is claiming compensation for no more than 90 percent of the expenses associated with implementing the county program for the wolf depredation and financial assistance grant program, as described in OAR 603-019-0010(2)(g), and county provides a matching, money contribution of at least 10% of the total expenses, described in 603-019-0015(2)(g), incurred for implementing the county program.
- d) None of the conditions established by the Act that would limit expenditures exist;
- e) No default as described in Section 6.03 has occurred and is continuing;
- f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grant moneys may be used solely for the purposes described in this Agreement.

Section 3.02. Ineligible Uses of Grant. Grantee shall not use the Grant moneys to reimburse any person or entity for expenditures made or to pay for any expenses incurred before August 2, 2011, which is the effective date of the Act, or for any other purpose not authorized by Section 3.01. In addition, Grantee may not obligate or expend any Grant moneys with respect to any particular award in excess of the Amount for the Award set forth in Table 2.01.

Section 3.03. Return of Unspent Moneys. Grantee shall report by **December 31, 2018** all grant moneys spent and allocated to be spent by **January 31, 2018** termination date to the Department. Unspent and unallocated moneys must be returned to the Department by **January 31, 2018**.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys disbursed to Grantee 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 Termination Date

("Unexpended Funds") must be returned to Department. If Grantee fails to return the amount of any Unexpended Funds within fifteen (15) days after the date Department demands return of those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the count, the Department will provide a 30-day advance notice to the county.

Section 3.05. Equipment. Department shall have no right title and interest in any equipment purchased using Grant moneys.

#### SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Department that.(1) Grantee is a county government duly organized and validly existing under the laws of Oregon; (2) Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder; the making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected; and (c) this Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

#### SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Reports.

- (a) Annual Report. For each Award Recipient listed in Table 2.01, Grantee shall provide Department a written report describing detailed claim, expenditure and price determination information related to awarded Grant moneys. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement.
- i. Please respond to the following requests in your report.
    1. Please explain the procedures established by your County Advisory Committee (CAC) requiring livestock owners to provide evidence of loss or injury to livestock or working dogs due to wolf depredation in order to be considered for compensation. What types of evidence and documentation did you require?
    2. Please explain the procedures established by your CAC requiring livestock owners to provide cost estimates or receipts of livestock management techniques and/or non-lethal wolf deterrence techniques to be considered for financial assistance. What type of follow-up has been or will be done to assure these techniques were implemented after financial assistance awards were made?
    3. Please describe the procedures that your CAC used in order to establish

compensation for missing livestock attributable to wolf depredation. (Please note that compensation for missing livestock may only be granted for missing animals that were located within an area of known wolf activity) What procedures were in place and what types of documentation was required in order to rule out other possible causes for the animals being missing?

4. Please describe how your CAC established compensation rates for death or injury to livestock or working dogs, attributable to wolf depredation, based on fair market value.
  5. Please describe how your CAC established compensation rates for missing livestock or working dogs attributable to wolf depredation.
  6. Please describe your county's plan for distributing grant funds in an equal and balanced manner between payments to compensate for death or injury to livestock or working dogs attributed to wolf depredation, and payments to implement livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock, with a minimum of 30% of a county's grant funds, as distributed by the Department, distributed for livestock management techniques or nonlethal wolf deterrence techniques.
  7. Please describe what techniques/procedures were used by your CAC to make a determination that a livestock owner seeking compensation for dead, injured or missing livestock or working dogs attributable to wolf depredation, did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities.
  8. In order for livestock owners to receive compensation funds for death or injury to livestock or working dogs or for missing livestock in an area of known wolf activity, the owner must demonstrate implementation of best management practices to deter wolves, including non-lethal methods when practicable. Please describe the established process/procedure, tools and techniques that your CAC used to make this determination.
- ii. For each award made to producers for compensation for death or injury of livestock or working dogs due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
1. A copy of ODF&W Wolf Depredation Summary Finding Form;
  2. Animal type;
  3. Whether animal was insured;
  4. Number of animals included in claim
  5. Average value of animal(s);
  6. List wolf deterrence methods used by producer before depredation occurred (this is required if depredation occurred in area of known wolf activity as found by ODF&W);



- iii. For awards made to producers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
  - 1. Producer name;
  - 2. Date range unconfirmed depredation occurred resulting in missing animal(s);
  - 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity);
  - 4. Animal type;
  - 5. Whether animal was insured;
  - 6. Number of animals included in this claim
  - 7. Average value of animal;
  - 8. List wolf deterrence methods used by producer before depredation occurred;
  
- iv. For awards made to producers to implement livestock management techniques or nonlethal wolf deterrence techniques, counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before awards are given and provide the following information:
  - 1. Producer name;
  - 2. Brief description of management or nonlethal deterrence technique;
  - 3. Date and location implemented;
  - 4. Cost of management or nonlethal deterrence technique;
  - 5. Source of cost/price estimate.

(b) Periodic Oral Reports. For each Award, Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the then current status of the Awards.

Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds, including livestock producer contributions. Grantee shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Recipient that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon 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 Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge,



copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.

## **SECTION 6 TERMINATION AND DEFAULT**

Section 6.01. Termination by Department. The Department may terminate this Agreement for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. In the event that Department terminates this Agreement pursuant to this Section 6.01(a), Grantee shall, as of the effective date of termination, cease activities and distribution of Award Amounts, and shall submit to Department an invoice detailing Grantee's expenditures as of the date of termination that are funded with Grant moneys. All amounts unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

Section 6.02. Termination by Grantee: Grantee may terminate this Agreement upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if, because of events wholly out of the control of the Grantee, Grantee is unable to discharge any of its covenants, agreements or obligations under this Agreement. In the event of termination pursuant to Section 6.02(i), Grantee shall return all Grant moneys attributable to the terminated Award previously disbursed by Department to Grantee under this Agreement. In the event of termination pursuant to Section 6.02(ii), Grantee shall return to Department all unexpended Grant moneys attributable to the terminated Award previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement if (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Awards funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; (c) if Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee

under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.01

## SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Grantee that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; GRANTEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Indemnity. TO THE EXTENT PROVIDED BY ARTICLE XI, SECTION 10, AND BY THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, GRANTEE SHALL, CONSISTENT WITH ORS CHAPTER 180, DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DEPARTMENT AND THEIR DIVISIONS, SUBDIVISIONS, DIRECTORS, ADMINISTRATORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBGRANTEES, OR AGENTS UNDER THIS AGREEMENT.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

**GRANTEE COUNTY: MORROW COUNTY**

**AUTHORIZED REPRESENTATIVE: JIM DOHERTY, COUNTY COMMISSIONER**

<b>Signature</b>		<b>Date</b>	
<b>Print Name</b>		<b>Title</b>	

**State of Oregon, Acting by and through its Oregon Department of Agriculture**

<b>Signature</b>		<b>Date</b>	
<b>Print Name</b>	Lauren Henderson	<b>Title</b>	Assistant Director
<b>Address</b>	635 Capitol St. NE		
<b>City</b>	Salem	<b>State</b>	Oregon
		<b>Zip</b>	97301
<b>Phone</b>	(503) 986-4552	<b>FAX</b>	(503) 986-4750

# OREGON DEPARTMENT OF AGRICULTURE



**Oregon**  
Department  
of Agriculture

## WOLF DEPREDATION COMPENSATION AND FINANCIAL ASSISTANCE COUNTY GRANT PROGRAM

### GRANT APPLICATION 2017

Oregon Department of Agriculture  
635 Capitol St NE  
Salem, OR 97301-2532  
503-986-4767

## A. INTRODUCTION AND PURPOSE

On June 24, 2011 the Oregon Legislature passed House Bill 3560, which directed the Oregon Department of Agriculture (ODA) to establish and implement a wolf depredation compensation and financial assistance grant program, using moneys in the Wolf management Compensation and Proactive Trust Fund to provide grants to assist counties to implement county wolf depredation compensation programs under which:

1. Compensation may be awarded to reimburse persons for livestock or working dogs that are injured or killed due to confirmed or probable wolf depredation;
2. Financial assistance may be awarded to persons to assist with the implementation of livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock;
3. Compensation may be awarded to reimburse persons for livestock or working dogs that are missing due to wolf depredation;
4. Compensation may be awarded to counties for allowable expenses associated with implementing the block grant program in their county.

ODA's wolf depredation compensation and financial assistance grant program complements the Oregon Department of Fish and Wildlife (ODF&W) Wolf Conservation and Management Plan in the area of developing and maintaining a cooperative livestock producer assistance program that proactively minimizes wolf-livestock conflict and assists livestock producers experiencing wolf-related livestock losses.

## B. GRANT SCHEDULE – 2017 TIMELINES

### Application Schedule

January 27, 2017	Grant application process opens for counties;
February 21, 2017	Grant applications due to ODA;
Feb. 22 – Mar. 3, 2017	ODA application review process completed;
March 6, 2017	Award notification and grant agreements to be mailed.

\* Late submissions may be accepted at the discretion of ODA

## C. COUNTY ELIGIBILITY

In order for a county to be eligible for consideration of these grant funds, certain requirements must be met. These requirements are outlined in OAR 603-019-0015. In short, they include:

- Establishing a county advisory committee to oversee the county wolf program;
- Establish a procedure by which producers experiencing a high rate of depredation are given priority;
- Establish compensation rates for death/injury of livestock or working dogs;
- Establish compensation rates for missing livestock attributable to wolf depredation;
- Establish eligibility requirements for producers to access grant funds based on current ORS's and OAR's;
- Must assure that at least 30% of a county's total grant funds are used for nonlethal prevention;
- Must contribute money equal to 10% of the allowable expenditures needed to implement the program;

## D. SUBMISSION PROCESS

Please complete the attached grant application (sections E, F, G and H) for consideration of funds. The completed grant application must be received by the ODA by Tuesday, February 21, 2017, by 5:00 PM.

### Applications should be addressed to:

Jason Barber, Program Area Director  
Wolf Depredation Compensation and Financial Assistance Grant Program  
Oregon Department of Agriculture  
635 Capitol Street NE  
Salem, OR 97301  
[jbarber@oda.state.or.us](mailto:jbarber@oda.state.or.us)

**E. PLEASE COMPLETE - COUNTY BLOCK GRANT APPLICATION FOR 2017**

<b>Applicant Agency's Legal Name:</b> Morrow County	
<b>Mailing Address:</b> P.O. Box 788	
<b>City:</b> Heppner	<b>Zip:</b> 97836
<b>County:</b> Morrow	
<b>Name of County Contact:</b> Jim Doherty	
<b>Title:</b> Morrow County Commissioner	
<b>Phone #:</b> 541-571-0584 or 541-676-5664	<b>Fax #:</b>
<b>County Contact Email:</b> <a href="mailto:jdoherty@co.morrow.or.us">jdoherty@co.morrow.or.us</a> or <a href="mailto:rlutcher@co.morrow.or.us">rlutcher@co.morrow.or.us</a>	
<b>GRANT FUND REQUEST</b>	
<b>Category 1.</b> Grant funds requested for compensation for death or injury to livestock or working dogs due to wolf depredation from February 27, 2016 through February 21, 2017. (Please provide ODFW findings of "confirmed" or "probable" wolf depredation, claim forms showing reimbursement methodology and any other applicable supporting documentation.)	<b>\$ 0</b>
<b>Category 2.</b> Grant funds requested for livestock and working dogs that are missing due to wolf depredation from February 27, 2016 through February 21, 2017. (Please provide documentation or a summary to support findings.)	<b>\$ 0</b>
<b>Category 3.</b> Grant funds requested for implementation of livestock management activities from approximately March 6, 2017 through January 31, 2018, including nonlethal wolf deterrence techniques, to prevent interactions between wolves and livestock or working dogs. <b>(*See Note Below)</b>	<b>\$19,000</b>
<b>Category 4.</b> Grant funds requested for the expenses allowed under 603-019-0015(g) for implementation of the County Block Grant Program for 2017. (May only request 90% of actual expenses, The remaining expenses are to be included under Item 5 as a money contribution.)	<b>\$2,500</b>
<b>Total grant funds requested</b>	<b>\$21,500</b>
<b>Category 5.</b> County contribution. The county must contribute an amount of money equal to 10% of the total expenditures incurred for implementing the grant program as described in OAR 603-019-0015(g)	<b>\$250</b>
<b>Authorized Official:</b>	<b>Title:</b> Morrow County Commissioner
<b>Signature of Authorized Official:</b>	<b>Date:</b> February 21, 2017

**\*Note: At least 30% of ODA's total grant program award for each year must be distributed for livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock.**

**F. Category 3 (Non-lethal Preventative Techniques) Description**

If applying for Category 3 funds in Section E, (non-lethal preventative techniques) please provide a brief description of the preventative techniques you would be offering if funded:

The County has experienced numerous known sightings in various locations. Therefore, the Committee would like to spend some of the non-lethal deterrent technique funds to educate our livestock producers on how to protect their animals, as well as, actions they need to take when a depredation occurs. The Committee would also like to have funds available to purchase other devices, if appropriate.

**G. ADVISORY COMMITTEE MEMBERSHIP - 2017**

In the space provided below, list the name of your Advisory Committee members, their contact phone # and email (if available).

Co. Commissioner: Jim Doherty\_\_ Ph#: 541-571-0584 or 541-676-5664\_\_ Email: jdoherty@co.morrow.or.us\_\_

Livestock Owner: Bob Mahoney\_\_ Ph#: 541-676-5876\_\_ Email: cowboysandangels@hughes.net\_\_

Livestock Owner: Paul Hisler\_\_ Ph#: 541-676-5878\_\_ Email: hislerranch@yahoo.com\_\_

Coexist. Member: Al Scott\_\_ Ph#: 541-676-5151\_\_ Email: ascott002@centurytel.net\_\_

Coexist Member: Dean Robinson\_\_ Ph#:541-676-9249\_\_ Email: rflorene@hotmail.com\_\_

Business Rep.: John R. Gould\_\_ Ph#: 541-980-2202\_\_ Email: john.r.gould@lesschwab.com\_\_

Business Rep.: Cameron Sweeney\_\_ Ph#: 541-676-8955\_\_ Email: cams@mcgg.net\_\_

**H. CERTIFICATION**

I certify that this application is a true and accurate representation of the proposed work that will be performed by this county in relationship with the Oregon Department of Agriculture's Wolf Depredation Compensation and Financial Assistance Grant Program, and that I am authorized to sign as the Applicant. By the following signature, the Applicant certifies that they are aware of the requirements of the Wolf Depredation Compensation and Financial Assistance Grant Program as stipulated in OAR 603-019-0001 to 603-019-0040, are in full compliance with the requirements specified in OAR 603-019 and are prepared to distribute the grant funds to qualified participants as summarized in this document.

Applicant Signature: \_\_\_\_\_ Date: February 21, 2017 \_\_\_\_\_



Print Name: Jim Doherty\_\_ Title: Morrow County Commissioner\_\_



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

Item #

ORIGINAL  
192

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

Staff Contact: Kirsti Cason Phone Number (Ext): 541-989-9500 (ext#5706)  
 Department: Public Works/Parks Requested Agenda Date: ~~April 05, 2017~~  
 Person Attending BOC Meeting (REQUIRED): Greg Close *May 10, 2017*  
 Short Title of Agenda Item: Anson Wright Peak Part Time Park Host

**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: 5 min.
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

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

Contractor/Entity: William (Bill) Malone  
 Contractor/Entity Address: 3401 W. John Day Ave, Kennewick, Washington 99336  
 Effective Dates – From: May 08, 2017 Through: November 13, 2017  
 Total Contract Amount: \$1,269 Budget Line: 238238-520-3440  
 Does the contract amount exceed \$5,000?  Yes  No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

	<i>5/1/17</i>	Department Head	Required for all BOC meetings
	<i>5/5/17</i>	Admin. Officer/BOC Office	Required for all BOC meetings
	<i>5/3/17</i>	County Counsel	Required for all legal documents
	<i>5/2/17</i>	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.

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

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1. TITLE OF AGENDA ITEM: Anson Wright Peak Part Time Park Host

2. ISSUES, BACKGROUND, AND DISCUSSION:

Issue: Fill Camp host position for 2017 camping season during holidays and peak camping times

Background: Due to budgets the camp host position is going from full camping season work to peak part time on call status.

3. OPTIONS:

1. Review and accept
2. Review and suggest changes
2. other

4. FISCAL IMPACT:

Financial impact will be determined by the total number of days worked by individual filling the host position. The payment for the Anson Wright peak part time host is at a rate of \$35.00 per day.

5. STAFF RECOMMENDATIONS:

It is the staff's recommendation to approve contract for William (Bill) Malone for the camp peak part time host position at Anson Wright Park during 2017 camping season.

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

Approve contract as submitted

- Attach additional background documentation as needed.

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

- |  |  |
|--|--|
| <input checked="" 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>Morrow County Public Works/Parks Department</u> |  |

MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and William Malone hereafter called Contractor. County's Contract Administrator for this contract is Burke O'Brien, Public Works Director.

1. Effective Date and Duration. This contract shall become effective on May 08, 2017 or the date at which this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when County closes the park on or before November 13, 2017 whichever date occurs first. The specific dates of park closing shall be determined by the County, depending upon the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor agrees to perform the Work in accordance with the terms and conditions of the attached Anson Wright Park Scope of Work.

3. Consideration

a. County agrees to pay Contractor the daily rate of \$35.00/day for accomplishing the Work required by the attached Scope of Work. Assistant to Park Host on Peak times.

4. Contract Documents. This contract consists of this Contract and attached Scope of Work. All attached Exhibits are hereby incorporated by reference.

5. Independent Contractor; Responsibility for Taxes and Withholding

a. Contractor shall perform required Work as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.265.

c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns.

a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized

a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

b. County will only pay for completed work that is accepted by COUNTY.

9. Representations and Warranties

a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly license to perform the Work.

b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

12. Insurance. Contractor shall provide insurance as required by State law.

13. Termination

a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with the terminating party providing 48 hours written notice to the other party.

b. Remedies

i) In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against

85 Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to  
86 County upon demand.

87 **c. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all  
88 activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract,  
89 Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the  
90 Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or  
91 other tangible things needed to complete the Work.

92  
93 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER**  
94 **PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE**  
95 **CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**  
96 **ACCORDANCE WITH ITS TERMS.**

97  
98 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted  
99 accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document  
100 Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and  
101 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that  
102 are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such  
103 fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable  
104 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to  
105 this Contract, whichever date is later.

106  
107 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances  
108 applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of  
109 Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all  
110 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights  
111 and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the  
112 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

113  
114 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the  
115 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.  
116 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

117  
118 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where  
119 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove  
120 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
121 contract.

122  
123 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth  
124 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26.

125  
126 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

127  
128 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given  
129 hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or  
130 number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this  
131 Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or  
132 notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be  
133 effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
134 communication or notice by personal delivery shall be deemed to be given when actually delivered.

135  
136 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in  
137 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  
138 construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

139  
140 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement  
141 binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall  
142 constitute an original.

143  
144 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal  
145 tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers  
146 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

147  
148 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of  
149 Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other  
150 County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and  
151 exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it  
152 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY  
153 EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

154  
155 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no  
156 understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or  
157 change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
158 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.  
159 The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

160  
161 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS**  
162 **CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

163 **CONTRACTOR DATA AND CERTIFICATION**

164 **Name (tax filing):** William Malone

165 **Address:** 3401 W. John Day Ave, Kennewick, Washington 99336

166 **Citizenship, if applicable:** Non-resident alien  Yes  No

170 **Business Designation** (check one):  
171  Corporation  Partnership  Limited Liability Company  Limited Liability  
172 Partnership  Sole Proprietorship

173 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_  
174 Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS)  
175 under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not  
176 matching IRS records could subject contractor to 31 percent backup withholding.  
177

178 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form  
179 is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup  
180 withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest  
181 or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of  
182 Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in  
183 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS  
184 670.600; and (e) the above Contractor data is true and accurate.  
185

186 **CONTRACTOR**

187 By: U. Malon Title: ANSON WRIGHT PARK HOST - PEAK TIME ASSISTANT Date: 4-24-2017  
188  
189 Facsimile number: \_\_\_\_\_ Phone number: 509-783-4840  
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193 **COUNTY**  
194 **MORROW COUNTY BOARD OF COMMISSIONERS**  
195 **MORROW COUNTY, OREGON**  
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198 **Date:** \_\_\_\_\_

199 **ATTEST:**

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204 **Bobbi, Childers, County Clerk**

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207 \_\_\_\_\_  
208 **Melissa Lindsay, Chair**

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210 \_\_\_\_\_  
211 **Don Russell, Vice Chair**

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213 \_\_\_\_\_  
214 **Jim Doherty, Commissioner**

215 **APPROVED AS TO FORM:**

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219 **Morrow County Counsel**  
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**SCOPE OF WORK**  
**Anson Wright Peak Time Host**

Morrow County is the owner and operator of a public park which is known as Anson Wright Park. The County provides public facilities at said Park, including full hook-up camping sites, restrooms, showers, soft drink machines, sewage disposal tanks, etc., The County establishes rules and regulations for use of the Park by Park visitors, and charges a fee for the use of the Park camping spaces. It is necessary to the proper maintenance and order of the Park, as well as preservation and protection of County assets, that a Park Host be present during the spring, summer and fall months when Park is open to the public.

1. It is intended that the Park Host shall live at the Park during the Park season and be present at the Park at all times. Park Host shall be available to greet and assist visitors, collect user fees, do maintenance and caretaking of the Park, provide information about Park usage and facilities, receive public comment, and be aware of activities occurring in the Park. In order to appropriately perform these responsibilities, the

**Park Host must:**

- Be knowledgeable about Park rules and regulations;
  - Input guest reservations as necessary with park guest details and payment information into reservation system
  - Be observant for activities or conditions occurring in the Park that require immediate attention;
  - Be visible representative of the County in the Park;
  - Set an appropriate example for compliance with Park rules and courtesies;
  - Keep Park grounds and buildings, including restrooms and Park camping sites, clean and free of litter and debris;
  - Keep restroom dispensers filled with toilet tissue and paper towels;
  - No outside garbage or refuse is to be deposited at the Park refuse collection site.
  - In parks with cabins follow the appropriate procedure for care of those cabins outlined by the County.
2. County hereby waives Park Host's user fees applicable to the campsite that Park Host occupies during the term of this Agreement.
  3. County shall reimburse Park Host a flat rate of Thirty-Five Dollars (\$35.00) per day, Monday through Sunday, for days actually worked.
  4. County shall provide Park Host with materials and supplies necessary to maintain restrooms, dispose of garbage, post rules and regulations and otherwise as may be required to fulfill the intentions of this Agreement.
  5. Park Host is not required to, and shall not attempt to personally deal with emergency situations arising at the Park during the term of this Agreement; Park Host shall contact the appropriate emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the Park Host, such emergency services become necessary.
  6. The parties acknowledge that the Park Host is not an employee of Morrow County. Either party may cancel this Agreement at any time by giving the other forty-eight (48) hours' notice of intent to cancel.
  7. By signing this Agreement, Park Host agrees to, and does release Morrow County from any liability arising by reason of personal injury suffered by Park Host which is not covered by Worker's Compensation Insurance.





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

Item #

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

Staff Contact: Kate Knop
Department: Finance
Person Attending: Kate Knop

Phone Number (Ext): 5302
Requested Agenda Date: 5/10/2017

Short Title of Agenda Item: Budget Transfer Resolution

This Item Involves: (Check all that apply for this meeting.)
[X] Order or Resolution
[ ] Appointments
[ ] Ordinance/Public Hearing:
[ ] Update on Project/Committee
[ ] 1st Reading [ ] 2nd Reading
[ ] Discussion Only
[ ] Public Comment Anticipated:
[ ] Discussion & Action
Estimated Time:
[ ] Document Recording Required
[ ] Department Report
[ ] Contract/Agreement
[ ] 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:
[Signature] 5/8/17 Department Head Required for all BOC meetings
[Signature] 5-8-17 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
[Signature] 5/8/17 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.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Budget Transfer Resolution

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Echo Winds adopted budget included a Transfer to General Fund in the amount of \$114,600. During the 2016-2017 fiscal year, three tax district payments (including one current year, and two prior year) were distributed from the Echo Winds Fund requiring cash resources in excess of the fiscal year adopted budget for 2016-2017.

The requested budget transfer would increase the General Fund, "Other Requirements – Transfer to Echo Winds" in the amount of \$22,981. This transfer will allow sufficient Echo Winds Fund, cash resources to process tax district payments and leave a year ending fund balance of zero.

The resolution will also impact the approved Morrow County budget for 2017-2018 with a a lower beginning fund balance in the Echo Winds Fund and a reduced "Transfer to General Fund" dollar amount. This change will be presented to the Board of Commissioners on May 17<sup>th</sup>, 2017 along with the Form LB-1.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve Resolution R-2017-15 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

4. FISCAL IMPACT:

Transfer budget appropriations from General Fund, Other Requirements - Transfer to Echo Winds Fund in the amount of \$22,981.

5. STAFF RECOMMENDATIONS:

Staff recommends that the Board of Commissioners discuss this matter and consider one of the following options listed below.

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

1. Move to approve Resolution R-2017-15 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. 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 _____                            |   |

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

In the Matter of Transferring )  
 Appropriations from General Fund to the ) RESOLUTION NO. R-2017-15  
 Echo Winds Fund, Pursuant )  
 to ORS 294.463(3). )

**WHEREAS**, ORS 294.463(3) Transfers of appropriations or of appropriation and an equal amount of budget resources may be made between funds of the municipal corporation when authorized by ordinance or resolution of the governing body. The ordinance or resolution must state the need for the transfer, the purpose for the authorized expenditures in the appropriation and the amount transferred.

**WHEREAS**, the Morrow County – Echo Winds Fund, will be incurring additional expenditures to make taxing district distributions from the prior fiscal year 2014-2015, it is necessary to transfer appropriations to accomplish this.

**NOW THEREFORE**, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following inter-fund transfer within the Morrow County

	<u>Current Appropriation</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>			
Other Requirements – Transfer to Echo Wind	\$0	\$22,981	\$22,981
<b><u>Echo Winds Fund</u></b>			
Transfer from Other Funds – Transfer from GF	\$0	\$22,981	\$22,981

Dated this 10<sup>th</sup> day of May, 2017.

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

\_\_\_\_\_  
Melissa Lindsay, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Don Russell, Commissioner

Attest:

\_\_\_\_\_  
Bobbi Childers, County Clerk

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel



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: Mike Gorman
Department: Assessor
Person Attending BOC Meeting
(REQUIRED):
Mike Gorman

Phone Number (Ext): 541-676-5634
Requested Agenda Date: 5/10/17

Short Title of Agenda Item: Mapping Maintenance Contract with DOR

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:

N/A For Contracts and Agreements Only
Contractor/Entity: Oregon Dept. of Revenue, Cadastral Unit
Contractor/Entity Address:
Effective Dates - From: 7/1/2017 Through: 6/30/18
Total Contract Amount: \$18,000 Budget Line: 101-103-52-20-3420
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
Mike Gorman 5/3/17 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
See attached email County Counsel Required for all legal documents
Finance Office Required for all contracts; Other

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**  
**Morrow County Board of Commissioners**  
**(Page 2 of 3)**

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*DATE*

items as appropriate.

Human Resources

If appropriate

---

*DATE*

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

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1. TITLE OF AGENDA ITEM: ISA Contract
2. ISSUES, BACKGROUND, AND DISCUSSION: Annual contract with DOR Cadastral for Mapping Maintenance for Assessor's Maps
  
3. OPTIONS:
  
4. FISCAL IMPACT:
  
5. STAFF RECOMMENDATIONS: Please Sign
  
6. SUGGESTED ACTION(S) / MOTION(S): Please sign

- 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 _____                            |   |



**INTERGOVERNMENTAL SERVICES AGREEMENT  
CONTRACT #3610-17**

This agreement is between The Oregon Department of Revenue (Department) and Morrow County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2017 to June 30, 2018. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	300	\$60	18,000
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its  
DEPARTMENT OF REVENUE

By \_\_\_\_\_  
Toni Payseno Date  
Procurement and Contracts Manager

Internal Review

By \_\_\_\_\_  
Merri Seaton Date  
Cadastral Information Systems  
Unit Manager, Property Tax Division

By and through the COUNTY COURT or  
BOARD OF COUNTY COMMISSIONERS  
Of Morrow County, Oregon

By \_\_\_\_\_  
County Judge or Chairperson Date  
of the Board of County Commissioners

\_\_\_\_\_  
County Commissioner Date

\_\_\_\_\_  
County Commissioner Date

REVIEWED AND APPROVED  
By \_\_\_\_\_  
Assessing Official of Morrow County Date

**From:** [Richard Tovey](#)  
**To:** [Mike Gorman](#)  
**Subject:** RE: Morrow County Map Maintenance Agreement  
**Date:** Wednesday, May 03, 2017 11:06:59 AM

---

Mike-  
I have reviewed the Maintenance Agreement and have no objections to the form or content.  
Thanks-  
Rich

---

Richard S. Tovey  
Deputy District Attorney/ County Counsel  
Morrow County District Attorney's Office  
P.O. Box 664  
Heppner, OR 97836  
(541) 676-5626

-----Original Message-----

From: Mike Gorman  
Sent: Tuesday, May 02, 2017 3:51 PM  
To: Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>  
Subject: FW: Morrow County Map Maintenance Agreement

Rich, please review the attached mapping maintenance agreement with DOR.

Thanks,

Mike Gorman  
Morrow County Assessor/Tax Collector  
100 Court Street  
PO Box 247  
Heppner, OR 97836  
541-676-5607

-----Original Message-----

From: ALFANO Brenda J \* DOR [<mailto:Brenda.J.Alfano@oregon.gov>]  
Sent: Tuesday, May 02, 2017 3:20 PM  
To: Mike Gorman <[mgorman@co.morrow.or.us](mailto:mgorman@co.morrow.or.us)>  
Cc: SEATON Merri M \* DOR <[Merri.M.SEATON@oregon.gov](mailto:Merri.M.SEATON@oregon.gov)>  
Subject: Morrow County Map Maintenance Agreement

Hello Mike,

Here is the corrected contract. Thank you!

Brenda Alfano  
Oregon Department of Revenue  
Procurement and Contracts  
503-945-8404 - Phone  
503-945-8382 - Fax

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

This email may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this email in error, please advise me immediately by reply email, keep the contents confidential, and immediately delete the message and any attachments from your system.

-----Original Message-----

From: Revenue.Accounting@oregon.gov [<mailto:Revenue.Accounting@oregon.gov>]  
Sent: Tuesday, May 02, 2017 3:26 PM  
To: ALFANO Brenda J \* DOR <Brenda.J.Alfano@oregon.gov>  
Subject: Message from "FIN-RICMP4054"

This E-mail was sent from "FIN-RICMP4054" (MP 4054).

Scan Date: 05.02.2017 15:26:14 (-0700)  
Queries to: Revenue.Accounting@oregon.gov



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: John A. Bowles, Undersheriff
Department: Morrow County Sheriff's Office
Person Attending BOC Meeting (REQUIRED): John A. Bowles, Undersheriff
Short Title of Agenda Item: City of Heppner/ Morrow County Sheriff's Office Intergovernmental Agreement

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:

For Contracts and Agreements Only
N/A
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: 07-01-2017 Through: 06-30-2018
Total Contract Amount: \$203,550.25 Budget Line: 101-113-3-30-3569
Does the contract amount exceed \$5,000? [X] Yes [ ] No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By: Department Head

Required for all BOC meetings

Handwritten signatures and dates for Admin. Officer/BOC Office, County Counsel, Finance Office, and Human Resources.

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**  
**Morrow County Board of Commissioners**  
**(Page 2 of 3)**

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1. TITLE OF AGENDA ITEM: CITY OF HEPPNER/ MORROW COUNTY SHERIFF'S OFFICE INTERGOVERNMENTAL AGREEMENT

2. ISSUES, BACKGROUND, AND DISCUSSION:

This is an Intergovernmental Agreement for Sheriff's Services for the City of Heppner. The City of Heppner and the Morrow County Sheriff's Office have had a contract for services since 2002.

3. OPTIONS:

4. FISCAL IMPACT:

The contracted amount for 2017-2018 is \$ 173,550.25 plus \$30,000.00 for a vehicle total \$203,550.25

5. STAFF RECOMMENDATIONS:

The contracted amount covers the cost of two patrol deputies, equipment and vehicles.

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

Sign and date the agreement.

- 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 type="checkbox"/> Board of Commissioners (Copy for file) | <input checked="" type="checkbox"/> Department – For distribution      |

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

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Other: City of Heppner

## **INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2017, is between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Heppner, "City."

### **RECITALS**

1. Since the passage of Ballot Measure Five and subsequent tax initiatives, the City has faced increasing expenditures for providing traditional City services without the ability to increase taxes to pay for the services. Over the past decade, the City has seen the loss of library and park services. Continuing standard maintenance and operation programs for water and sewer has become difficult and, at times impossible to do without raising water and sewer rates. Because tax limitation measures prohibit the use of utility fees to fund other City services and there are no available tax revenues for funding, other services such as police have experienced increased lack of funding.

2. The City desires to maintain a law enforcement presence to handle all public safety and law enforcement matters which the department has traditionally handled including enforcement of all City code provisions. Decreasing revenues have made this City service very difficult to maintain. The Sheriff has offered to provide the City with law enforcement by assigning deputies to patrol the City. These deputies would focus almost exclusively on the health and safety concerns of the citizens of the City of Heppner. The Agreement below will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.

3. The City desires to contract with the Sheriff and the County and the Sheriff and County desires to contract with City to provide law enforcement, health, and safety services to the City under the terms and conditions stated in this agreement.

4. Oregon law allows for Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement, health and safety services within cities. ORS 190.010 and 205.345.



NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Sheriff and County agree to provide law enforcement, health and safety protection and services in the following particulars as described below:

a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal law enforcement, traffic enforcement, code enforcement or related fields within the power of the Sheriff to provide. The Police service will also encompass the enforcement of City Ordinances.

b. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 80 hours per week of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and non-directed vehicular or on-foot patrolling through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. For that reason, if a deputy is off due to vacation or sick leave during the period when they are scheduled to work the Heppner contract, it will be handled in the same fashion. The impact on patrol time under this contract due to training, vacation, and/or sick leave will be no greater than the City experience in the past with its police force.

c. The Heppner deputies assigned to fulfill the terms of this agreement shall be assigned to work in an area that encompasses a 3 mile radius from the intersection of Hwy 207/206/74 unless needed for transports of City prisoners, out of the area hearings or trials involving city cases, or Sheriff's Office emergency. The Heppner deputies will not be assigned to fill in for other deputies with regular assignments with the Sheriff's office unless required by mutual aid or emergency situations. In the case of emergencies or in situation where the Heppner deputy must leave the Heppner patrol area, the Sheriff's office will provide the same emergency coverage the Sheriff's office provides the City on the date this agreement is signed. In addition, the time spent away from the City by the patrol deputy will not be counted against the total hours contracted for.

d. The Heppner deputies will be available to enforce all City ordinance and code provisions. Coordination for code enforcement shall be arranged between the City

Manager and the Sheriff's office. A program will be developed for directing citizen calls and concerns so the deputies cover calls and emergencies.

e. In addition a written monthly report of the deputies' activities will be made to City Council for City Council meetings.

f. The City through the City Manager and the Sheriff working through an assigned departmental liaison will collaborate to develop programs and enforcement policies for the Heppner deputies to implement. The programs and policies will be primarily developed by the Heppner Council through recommendations from the Heppner Police Commission. The City welcomes and will always consider the input of the Sheriff's liaison and deputies in the development of City programs and enforcement policy affecting this contract. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met.

g. The Sheriff will rotate deputies who are assigned to the City.

h. The City Manager shall be authorized to request special or emergency patrols or response by the Sheriff.

i. The Heppner deputies shall serve civil process issued by the City (for example, nuisance summons) within the City limits as part of their duties.

2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff. The Sheriff and the City Manager will work together to address issues of substandard performance and behavioral concerns of deputies brought to the City.

3. For purposes of performing under this contract, County and Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder. The City will transfer to the Sheriff the equipment and supplies of the City Police Department as will be identified in an inventory list to be supplied to the Sheriff. Upon termination of the contract, MCSO will turn over two fully functional patrol vehicles. Each of these patrol vehicles will be a police car, white in color with no other markings. The vehicle will include the following equipment;

Overhead lights, Center mount emergency equipment console, 450 mobile radio, VHF mobile radio, rechargeable flashlight, siren driver/switch panel combination,

siren speaker, prisoner partition, wig-wag headlights, spotlight, radar unit, gun locks, emergency medical response bag, and fingerprint kit.

In addition the Morrow County Sheriff's Office will provide the following personnel related equipment;

- (2) Glock-22 Sidearms with 3 magazines each
- (4) Sets of Handcuffs
- (2) Collapsible Batons
- (2) Cans of Pepper Spray
- (2) Handheld 450 radios, with (2) chargers, (2) patch mikes and (2) belt carriers.

4. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above, including the full power and authority to arrest for violations of municipal code and ordinances.

5. All persons employed in the performance of services and functions pursuant to this agreement shall be County employees, and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.

6. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personal performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.

7. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.

8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the County shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the County performing under this agreement.

9. This agreement shall be effective the first day of July, 2017 and run to June 30, 2018 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30. The agreement shall be automatically renewed for the next fiscal year under the same terms and conditions unless one party gives the other notice of

intent not to renew on or before March 1 of the current fiscal year. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.

10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$ 173,550.25 per fiscal year. The 2017-2018 budget year requires the purchase of a patrol vehicle (Dodge Charger, Durango, Ram 1500, Ram 2500). The cost of the vehicle is not included in the above contracted amount for services. The vehicle will be selected by the City of Heppner, purchased by Morrow County and invoiced to the City of Heppner. The patrol vehicle estimated cost is \$26,500-\$30,000, depending on the vehicle selected. Payment is to be made on the following basis: October 1, January 1, April 1 and June 30. The rate of consideration shall not be changed unless the County gives the City intent to do so by March 1 of any fiscal year. The Sheriff shall prepare a budget to submit to the City by April 10 of each fiscal year for City patrol operations itemizing costs included in the budget: i.e. personnel costs, vehicle costs and depreciation, uniforms, equipment, overtime, etc. The Sheriff's Heppner operation budget for vehicles is based on a three (3) year replacement and depreciation schedule. The City will purchase patrol vehicles in accordance with the Counties schedule as outlined in the yearly budget statements. When these vehicles have reached the end of their rotation, they will be turned over to the city to utilize or dispose of at the City's discretion.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.

14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 14.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.

e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.

15. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

16. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

**MORROW COUNTY COURT**

\_\_\_\_\_/\_\_\_\_\_  
Melissa Lindsay, Judge /Date  
CHAIR

\_\_\_\_\_/\_\_\_\_\_  
Donald Russell, Commissioner /Date

\_\_\_\_\_/\_\_\_\_\_  
Jim Doherty, Commissioner /Date

\_\_\_\_\_/\_\_\_\_\_  
County Clerk /Date

*Kenneth Matlack* /\_\_\_\_\_  
Morrow County Sheriff /Date 104-26-17

**CITY OF HEPPNER**

*Carol N.B. Hill* /\_\_\_\_\_  
Heppner City Mayor /Date 4-10-17

*Edith Ann Ball* /\_\_\_\_\_  
Heppner City Manager, /Date 14/10/2017



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

Item # <i>led</i>
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This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Jerry Sorte  
Department: BOC  
Person Attending BOC Meeting (*REQUIRED*): Board of Commissioners Discussion  
Short Title of Agenda Item: Grants to Cities Discussion

Phone Number (Ext): 541-676-2529  
Requested Agenda Date: May 10, 2017

<b>This Item Involves:</b> (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: Estimated Time:	<input checked="" type="checkbox"/> Discussion & Action (Possible Action) Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

<input checked="" type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By:

_____	Department Head	Required for all BOC meetings
<i>JS/RK</i>	<sup>DATE</sup> 5-8-17	Admin. Officer/BOC Office   Required for all BOC meetings
_____	County Counsel	Required for all legal documents
_____	Finance Office	Required for all contracts; Other items as appropriate.
_____	Human Resources	If appropriate

**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

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Grants to Cities Discussion

2. ISSUES, BACKGROUND, AND DISCUSSION: The Fiscal Year 2017-2018 Budget that was approved by the Budget Committee includes \$200,000 for County grants to cities. The Board of Commissioners has not made a decision on the specifics of how those funds should be distributed. Morrow County's five incorporated cities are: Boardman, Heppner, Irrigon, Ione, and Lexington.

Commissioner Russell prepared a spreadsheet (attached) that lists four ways that the funds could be divided:

1. Even split to each city;
2. Distribution based on population;
3. Distribution based 50% on population and 50% on an even distribution; and
4. Distribution based 37.5% on population and 62.5% on an even distribution.

3. OPTIONS:

The Board has discretion in how it chooses to allocate grant funds. Options available to the Board include:

1. The Board may move to determine how to allocate funds (specify). Four options are included on the attached spreadsheet. The Board should specify restrictions (if any) on how funds may be spent; or
2. Request that staff compile additional information for consideration (specify); or
3. Schedule further discussion; or
4. Other

4. FISCAL IMPACT:

The total amount included in the Fiscal Year 2017-2018 budget that was approved by the Budget Committee for grants to cities is \$200,000.

5. STAFF RECOMMENDATIONS:

My recommendation is that the Board determine how they would like to allocate funds to the cities in the next several weeks. This would allow the cities some time to plan how to include those funds in their Fiscal Year 2017-2018 budgets.

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

Options available to the Board are listed in Section 3. When the Board is ready to make a decision, I recommend that the Board adopt a resolution to memorialize the decision of the Board.

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 _____                            |   |

Distribution Comparisons for Morrow County Grants to Cities (FY 17-18) - \$200,000 Total

	Boardman	Heppner	Irrigon	Ione	Lexington	Total
PSU Population	3,335	1,295	1,900	330	255	7,115
Percent of Total	0.4687	0.1820	0.2670	0.0464	0.0358	1.0000
Even Split	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 200,000.00
Population Only	\$ 93,745.61	\$ 36,401.97	\$ 53,408.29	\$ 9,276.18	\$ 7,167.96	\$ 200,000.00
50% Population	\$ 46,872.80	\$ 18,200.98	\$ 26,704.15	\$ 4,638.09	\$ 3,583.98	\$ 100,000.00
50% Even	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00
Total	\$ 66,872.80	\$ 38,200.98	\$ 46,704.15	\$ 24,638.09	\$ 23,583.98	\$ 200,000.00
37.5% Population	\$ 35,154.60	\$ 13,650.74	\$ 20,028.11	\$ 3,478.57	\$ 2,687.98	\$ 75,000.00
62.5% even	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 125,000.00
Total	\$ 60,154.60	\$ 38,650.74	\$ 45,028.11	\$ 28,478.57	\$ 27,687.98	\$ 200,000.00





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

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1. **TITLE OF AGENDA ITEM:** Lease with Domestic Violence Services, Inc
2. **ISSUES, BACKGROUND, AND DISCUSSION:** Last year, Domestic Violence Services, Inc (DVS) approached the County and initiated discussion about leasing an office in the County-owned Gilliam and Bisbee building in Heppner. DVS would like to lease the office that was formerly used by Veterans Services on the first floor of the Gilliam and Bisbee building. The office would be used by DVS to better serve the Heppner area. The County Court gave direction at the September 7, 2016 meeting to prepare a month-to-month lease with DVS.
- County Counsel and I are reviewing final language edits. A draft lease is attached. The date that the lease would commence must still be determined; however, it is anticipated to be within the next month. The lease cost for the first partial month would be prorated accordingly. Any additional changes to the lease document would be minor. The key points of the lease include:
1. DVS would pay the County \$100 per month;
  2. This is a month-to-month lease. Either party may terminate the lease by providing a 30-day notice.
3. **OPTIONS:**  
Options available to the Board of Commissioners include:
1. Authorize the Administrative Officer to complete and sign the lease agreement with DVS;
  2. Other.
4. **FISCAL IMPACT:**  
The lease as written would generate \$100 per month, and would offset the utilities costs that would be provided by the County: electric, propane, water, and sewer. Those utilities are not metered separately on an office-by-office basis in the Gilliam and Bisbee building.
5. **STAFF RECOMMENDATIONS:**  
Authorize the Administrative Officer to complete the lease negotiations with DVS and sign on behalf of the County.
6. **SUGGESTED ACTION(S) / MOTION(S):** The Board of Commissioners options include the following:
1. Authorize the Administrative Officer to complete and sign the lease agreement with DVS;
  2. 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 _____                            |   |

## COMMERCIAL LEASE AGREEMENT

**DATED:** May 10, 2017

**BETWEEN:**

**LESSOR:** Morrow County  
Address: 110 N. Court St.  
P.O. Box 788  
Heppner, OR 97836

**AND**

**LESSEE:** Domestic Violence Services, Inc.  
Address: P.O. Box 152  
Pendleton, OR

**THIS AGREEMENT**, made and entered into this DATE of May 2017, by and between **MORROW COUNTY**, hereinafter referred to as "Lessor," and **DOMESTIC VIOLENCE SERVICES, INC**, hereinafter referred to as "Lessee."

Lessor does hereby agree to grant, demise and let, and Lessee does hereby agree to take the property, a portion of the first-floor office specified in Exhibit A, of the building commonly known as the Gilliam Bisbee Building, located at 106 E. May St., Heppner, Oregon, with appurtenances; including furniture owned by the Lessor and located in the premises, from the DATE, on a month-to-month basis at the rent or sum of One Hundred Dollars (\$100.00) per month, to be paid as follows:

One hundred (\$100.00) on the first day of each month beginning on DATE.

**IT IS FURTHER AGREED** by and between the parties that the Lessor shall: maintain the property in proper repair for the term of this lease with no obligation being incurred by the Lessee.

**IT IS FURTHER AGREED** by and between the parties that the Lessee shall: pay One Hundred Dollars (\$100.00) as a monthly payment. The lessee shall carry adequate property/liability insurance coverage to be used to offset any damages to the property during the time Lessee occupies the Gilliam Bisbee Building in Heppner, Oregon. The Lessee will cancel property/liability insurance on the leased facility and the Lessor shall resume coverage of the property at the time of the termination of this lease.

**IT IS FURTHER AGREED** that the parties shall execute the lease herein provided for hereto on the DATE.

**IT IS FURTHER AGREED** that in the event that the lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take, possession of said premises on the DATE, and the rent to be reserved in the said agreement herein provided for shall commence and be payable from the last mentioned date.

**IT IS FURTHER AGREED** that these presents shall operate only as an agreement to lease, and not as a lease.

Lessor leases to Lessee the following described property on the terms and conditions stated below:

The first-floor office identified as the former Veteran's Services Office of the Gilliam Bisbee Building located at 106 E. May St., in Heppner, Oregon.

#### **SECTION 1: OCCUPANCY**

- 1.1 Original term. The term of this lease shall commence DATE and shall continue on a month-to-month basis thereafter.
- 1.2 Possession. Lessee's right to possession and obligations under the lease shall commence on DATE.
- 1.3 Communication Connections. Lessee shall establish a phone line and Lessor shall also have use of the line in case of an emergency. Lessee will have costs for this communication connection and be responsible for said costs.

#### **SECTION 2: RENT AND OTHER CHARGES**

- 2.1 Taxes and Rent. Lessee shall pay any taxes that may be required under this lease.
- 2.2 Utilities. Lessor shall pay electric, propane, water, and sewer utilities. Lessor shall also provide internet service to Lessee as part of this lease agreement.

#### **SECTION 3: USE OF THE PREMISES**

- 3.1 Permitted use. The premises shall be used for the administration of all services related to Domestic Violence Services, Inc and the performance of those duties and services.
- 3.2 Continuity of use. Lessee shall use the premises up to two days per week during Lessee's normal hours including evenings and weekends except to the extent the use is interrupted or prevented by causes beyond Lessor's control.

#### **SECTION 4: REPAIRS AND MAINTENANCE**

- 4.1 Lessee's obligations. Lessee shall be responsible for repairs and maintenance of the building, offices and the specific areas Lessee has leased, for damage due to Lessee's use of the premises.
- 4.2 Lessor's obligations. Lessor shall be responsible for all repairs to the premises, which Lessee is not required to make under 4.1 above.

- 4.3 Lessor's interference with Lessee. Any repairs or other work performed on or around the leased premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by Lessee. Lessee shall have no right to any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.
- 4.4 Reimbursement for repairs assumed. If Lessee fails or refuses to make repairs that are required by this Section 4, Lessor may make the repairs and charge the actual costs of repairs to Lessee after notification. If structural repairs become necessary and cost of these repairs shall exceed \$10,000, this lease shall terminate unless the parties can reach reasonable agreement within their taxing authority to divide the costs. Any such agreement shall be an addendum to this contract. Neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.
- 4.5 Lessee shall provide janitor service and cleaning in and about the Premises. Lessor is not required to perform any janitorial work on the premises.

#### **SECTION 5: ALTERATIONS**

- 5.1 Alterations prohibited. Lessee shall make no improvements or alterations on the leased premises of any kind without first obtaining Lessor's written consent.
- 5.2 Ownership of alterations. All permanent improvements and alterations performed on the leased premises by Lessee shall be the property of Lessor when installed unless the parties agree otherwise in writing in advance of the state of the improvement or alteration.

#### **SECTION 6: INSURANCE**

- 6.1 Insurance required. Lessor shall keep the leased premises insured at Lessor's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall bear the expense of any insurance insuring the personal/property liability of Lessee on the premises against such risks.
- 6.2 Waiver of subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.
- 6.3 Liens. Except with respect to activities, for which Lessee is responsible, Lessor shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens.
- 6.4 Indemnification. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Leased Premises from any cause whatsoever. Lessee shall indemnify, defend and save Lessor, its officers, agents, employees and contractors, harmless from all losses, claims, damages, fines, penalties, liabilities and expenses (including Lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any

actual or alleged injury to any person or from any actual or alleged loss of or damage to any property or any other damage or loss alleged to be attributable to Lessee's operation or occupation of the Leased Premises or caused by or resulting from any act or omission or breach of Applicable Laws by Lessee or any licensee, assignee, or of any officer, agent, employee, guest or invitee of any such person in or about the Leased Premises or Lessee's breach of its obligations hereunder. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. Lessee shall promptly notify Lessor of casualties or accidents occurring in or about the Leased Premises. Notwithstanding the foregoing, if losses, claims, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its officers, agents, employees, guests or invitees."

- 6.5 Lessor Insurance. At all times throughout the Lease term Lessee shall, at its own expense, maintain comprehensive or commercial general liability insurance with broad form and stop gap (employer's liability) endorsements in minimum limits of \$1,000,000 per occurrence and annual aggregate for property damage or loss and minimum limits of \$1,000,000 per individual and per occurrence for personal injuries and death, to indemnify both Lessor and Lessee against any such claims, demands, losses, damages, liabilities and expenses. Lessor shall have the right to periodically review the appropriateness of such limits in view of inflation, changing industry conditions and court decisions and to require an increase in such limits upon ninety (90) days' prior written notice to Lessee. Lessor and any property manager identified by Lessor shall be named as additional insureds and shall be furnished with a certificate and a copy of such policy or policies of insurance prior to the Lease Commencement Date and thereafter upon Lessor's request therefor which shall bear an endorsement that the same shall not be canceled or materially reduced in coverage or limits without thirty (30) days' prior written notice to Lessor. Throughout the Lease term, Lessee shall also maintain, at its own expense, insurance covering its furniture, fixtures, equipment and inventory and all improvements which it makes to the Leased Premises in an amount equal to the full insurable value thereof, against fire and such other perils as are covered by an all risk policy (or subsequent equivalent) with plate glass endorsement, including and covering all glass on the Leased Premises. All insurance required under this Lease shall (a) be issued by insurance companies authorized to do business in the State of Oregon and acceptable to Lessor; and (b) in the case of the liability policy, contain a contractual liability coverage endorsement covering Lessee's indemnification duty. If Lessee fails to maintain such insurance, Lessor may immediately obtain such for Lessee's account as a non-exclusive remedy, and Lessee shall reimburse Lessor for the full expense thereof upon demand.

## **SECTION 7: DAMAGE AND DESTRUCTION**

- 7.1 Partial damage. If the leased premises are partly damaged and paragraph 4.1 above does not apply, the property shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor

disputes and matters beyond the control of Lessor and shall be performed in accordance with the provisions of paragraph 4.3 above.

- 7.2 **Destruction.** If the leased premises are destroyed or damaged such that the cost of repair exceeds 40% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 90 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor dispute and matters not under control of Lessor.

#### **SECTION 8: QUIET ENJOYMENT**

**Lessor's warranty.** Lessor warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances. Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

#### **SECTION 9: ASSIGNMENT AND SUBLEASE**

Lessee shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the premises, without Lessor's prior written consent. Lessor may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this lease.

#### **SECTION 10: DEFAULT**

The following shall be events of default:

- 10.1 **Default in other covenants.** Failure of Lessee to comply with any terms or conditions or fulfill any obligation of the lease within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 10.2 **Abandonment.** Failure of Lessee for 180 days or more to occupy the property for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease, shall be an abandonment of the property.

#### **SECTION 11: REMEDIES ON DEFAULT**

- 11.1 **Termination.** In the event of default, the lease may be terminated at the option of Lessor by notice in writing to Lessee.
- 11.2 **Remedies cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

## **SECTION 12: SURRENDER AT EXPIRATION**

- 12.1 Condition of uses. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the leased premises in good condition and broom clean. Alterations constructed by Lessee with permission from Lessor shall be removed unless the parties have agreed otherwise. Lessee's obligations under this paragraph shall be subordinate to the provision of Section 7 related to destruction.
- 12.2 Fixtures.
- A. All fixtures placed upon the leased premises during the term, other than Lessee's trade fixtures, shall be removed by Lessee unless Lessee and Lessor otherwise agree. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to the Lessee with interest at the legal rate from the date of expenditure.
  - B. Prior to expiration or termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures owned by the Lessee, which remain its property. The Lessee shall leave all furniture that is owned by the Lessor.

## **SECTION 13: MISCELLANEOUS**

- 13.1 Non-waiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.
- 13.2 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as first class mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties.
- 13.3 Succession. This lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 13.4 Lessor's right to cure defaults. If Lessee fails to perform any obligation under this lease, Lessor shall have the option to do so after 30 days written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee at Lessor's cost within 60 days.
- 13.5 Recordation. This lease shall not be recorded without the consent in writing of Lessor. Lessor shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Lessee may record the memorandum.
- 13.6 Entry for inspection. Lessor shall have the right to enter upon the premises at any time to determine Lessee's compliance with this lease and to make necessary repairs to the building or to the premises. Lessor shall provide Lessee notice at least 24-hours prior to entry unless Lessor determines that an emergency situation is present that may cause serious damage if not dealt with immediately.
- 13.7 Interest on rent and other charges. Any payment required of Lessee by this lease shall, if not paid within 10 days after it is due, bear interest at 8% per annum from the due date until paid.
- 13.8 Successors and Assigns. This lease will extend to and be binding upon and inure to the benefit of the respective administrators, successors, and assigns, as the case may be, of each party to the lease. All covenants are construed as conditions of this lease.



- 13.9 Attornment. Lessee agrees to and does attorn to any successor to Lessor's interest in all or any part of the premises including without limitation any purchaser at foreclosure sale of all or any part of the premises.

#### **SECTION 14: ARBITRATION**

- 14.1 Disputes to be arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are located to appoint the required arbitrator.
- 14.2 Procedure for arbitration. The arbitration shall proceed according to the Oregon Statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

#### **SECTION 15: PRIOR AGREEMENTS**

This document is the entire, final and complete agreement of the parties pertaining to the lease and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the lease or the leased premises are concerned.

#### **SECTION 16: MODIFICATION**

No modification of this lease shall be valid unless in writing and signed by the parties hereto.

#### **SECTION 17: TERMINATION FOR NONAPPROPRIATION OF FUNDS**

In the event sufficient funds shall not be appropriated by either party, to meet obligations under this lease, and if either party has no funds legally available to meet obligations from other sources, then such party may terminate this agreement at the end of its current fiscal year and shall not be obligated to meet its obligations beyond the date of termination.

**SECTION 18: TERMINATION OF MONTH-TO-MONTH LEASE**

Lessor or Lessee shall provide a 30-day notice if they intend to terminate this month-to-month lease at the end of the current month. If notice is not received 30 days prior to the expiration of the current month period, the lease shall continue for an additional month unless agreed upon by both parties.

**IN WITNESS WHEREOF**, the parties hereto sign their names.

\_\_\_\_\_  
Gerald Sort  
Morrow County

\_\_\_\_\_  
Kathryn Chaney  
Domestic Violence Services, Inc.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Morrow County Clerk



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

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

Staff Contact: Carla McLane  
 Department: Planning  
 Person Attending BOC Meeting (REQUIRED): Carla McLane  
 Short Title of Agenda Item: ODOE Contract # 15-054 Amendment # 002

Phone Number (Ext): 541-922-4624 or 5505  
 Requested Agenda Date: May 10, 2017

<b>This Item Involves:</b> (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 type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

<input type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Enty: Oregon Dept. of Energy	
Contractor/Enty Address: 550 Capital St. NE, 1 <sup>st</sup> Floor, Salem, OR 97301	
Effective Dates -- From: July 1, 2015	Through: June 30, 2019
Total Contract Amount: \$12,761.89	Budget Line: 101-115-3-80-7076
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By: Carla McLane 5/3/2017    Department Head    Required for all BOC meetings  
DATE

\_\_\_\_\_ Admin. Officer/BOC Office    Required for all BOC meetings  
DATE

J.S.Z. 5/4/17    County Counsel    Required for all legal documents  
DATE

Hallen 5/5/17    Finance Office    Required for all contracts; Other items as appropriate.  
DATE

\_\_\_\_\_ Human Resources    If appropriate  
DATE

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

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1. TITLE OF AGENDA ITEM: ODOE Amendment #2 to Interagency Agreement
2. ISSUES, BACKGROUND, AND DISCUSSION: The Interagency Agreement #15-054 is to establish collaboration between The Department of Energy ("Agency") and Morrow County ("Local Government") to perform service related to the review of Energy Facility Siting Council ("EFSC") project-related documents and to identify the procedures related to authorizing work, invoicing and payment. This amendment will extend the contract period for two additional years.
3. OPTIONS:
4. FISCAL IMPACT: The extension of the contract period could result in reimbursement up to \$12,761.89 to the Morrow County for work done in review and comment on projects requiring review by the Oregon Department of Energy.
5. STAFF RECOMMENDATIONS: Because this contract represents a crucial collaboration between the Department of Energy and Morrow County, and there is additional work to be completed by the Energy Facility Siting Council, and the staffing impact to Morrow County is compensated, staff recommends that the Morrow County Board of Commissioners approve and authorize the extension of this agreement as requested.
6. SUGGESTED ACTION(S) / MOTION(S): Staff would suggest the following:

I move approval of Amendment No. 2 of Interagency Agreement 15-054 originally dated July 1 2015, between the State of Oregon, acting by and through its Department of Energy, and Morrow County, to allow reimbursement from the Department of Energy of an amount not to exceed \$12,761.89.

- Attached is the original agreement and amendment no. 1.

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 _____	

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

1. This is Amendment No.1 to Intergovernmental Agreement No. 15-054 (as amended from time to time, the "Agreement") dated July 1, 2015, between the State of Oregon, acting by and through its Department of Energy ("ODOE"), and Morrow County ("Local Government").
2. Effective Date. This Amendment shall become effective January 1, 2016.
3. The Agreement is hereby amended as follows (new language is indicated by **bold underlining** and deleted language is indicated by ~~strikethrough~~):

## A. The Agreement is hereby amended as follows:

1. Section 1: This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs. Additionally, ORS 469.030 allows ODOE to contract with public and private agencies for energy activities consistent with ORS 469.010; ORS 469.360 and ORS 469.430 permit the Energy Facility Siting Council ("EFSC") to compensate a state agency or local government for expenses related to:
  - Consultation initiated by an applicant for a notice of intent or expedited review prior to submittal of the formal request
  - Review of the notice of intent, the application or a request for an expedited review;
  - The state agency's or local government's participation in a council proceeding;
  - The performance of specific studies necessary to complete the council's statutory evaluation of the application; and
  - Ensuring that certified facilities continue to comply with all terms and conditions of the site certificate or any order issued by ODOE under 469.405 (2).

~~This Agreement is authorized by ORS 190.110, ORS 469.030 and ORS 469.360.~~

2. Exhibit A – Statement of Work: Local Government shall review and provide comments on notices of intent, applications and amendments for site certificates and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of OAR 345-015-0120 and OAR 345-015-0180 and OAR 345-015-0200 will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement. In the case of an applicant initiating consultation with ODOE prior to submitting a notice of intent or request for expedited review, or in the case of local government's requested compliance review or site inspection, ODOE will provide a detailed scope of the work to be performed by local government. In the case of a Special Advisory Group appointment, ODOE will provide a detailed scope of the work to be performed.
4. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The parties agree that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Agreed To and Signed By:

MORROW COUNTY

OREGON DEPARTMENT OF ENERGY

<u>Jenny K. Tallman</u> Signature	<u>12/23/2015</u> Date	<u>[Signature]</u> Michael Kaplan Director	<u>12.30.15</u> Date
<u>Tenny K. Tallman</u> Printed Name		<u>[Signature]</u> Jan Lemke Designated Procurement Officer	<u>12/29/15</u> Date
<u>Morrow County Judge</u> Title		<u>[Signature]</u> Todd Cornett Assistant Director	<u>29 Dec 2015</u> Date

**AMENDMENT TO INTERAGENCY AGREEMENT**

1. This is Amendment No. 2 to Interagency Agreement No. 15-054 (as amended from time to time, the "Agreement") dated July 1, 2015, between the State of Oregon, acting by and through its Department of Energy ("ODOE"), and Morrow County.
2. Effective Date. This Amendment shall become effective January 1, 2017.
3. The Agreement is hereby amended as follows (new language is indicated by **bold underlining** and deleted language is indicated by ~~strike through~~):
  - A. The Agreement is hereby amended as follows:
    1. This Agreement shall begin on July 1, 2015, or the date of the last signature, whichever occurs last ("Effective Date"), and shall terminate on ~~June 30, 2017~~ **June 30, 2019**, unless terminated earlier in accordance with Section 7.
  - B. Section 6.1 of this Agreement is hereby amended as follows:
    1. ODOE shall reimburse Morrow County, up to but not in excess of ~~\$10,000~~ **\$12,761.89**, for all expenses reasonably and necessarily incurred in performing the work and delivery the deliverables required of Morrow County under this Agreement. Payment will be made monthly, for work performed to ODOE's satisfaction during the prior month, after submission of a satisfactory invoice.
4. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The parties agree that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

***Agreed To and Signed By:***

**MORROW COUNTY**

**OREGON DEPARTMENT OF ENERGY**

Signature	Date	Michael Kaplan Director	Date
Printed Name		Jan Lemke Designated Procurement Officer	Date
Title		Todd Cornett Division Administrator	Date

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy ("Agency") and Morrow County ("Local Government"), each a "Party" and, together, the "Parties."

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110, ORS 469.030 and ORS 469.360.

### SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council ("EFSC") project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

### SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2015, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 16.

Notwithstanding the Agreement's Effective Date, Local Government's obligations under this Agreement shall become effective on July 1, 2015.

### SECTION 4: AUTHORIZED REPRESENTATIVES

#### 4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Todd Cornett, Assistant Director  
625 Marion Street NE  
Salem, OR 97301  
(503) 378-8328 Office  
(503) 373-7806 Fax  
[todd.cornett@state.or.us](mailto:todd.cornett@state.or.us)

#### 4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Carla McLane, Planning Director  
PO Box 40  
Irrigon, OR 97844  
(541) 922-4624 Office  
(541) 922-3472 Fax  
[cmclane@morrow.or.us](mailto:cmclane@morrow.or.us)

#### 4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.



## SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- 5.2 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

## SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 Agency shall reimburse Local Government, up to but not in excess of \$10,000.00, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory invoice.
- 6.2 Work must be assigned and authorized in writing by an Agency Siting Analyst prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.
- 6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:
- EFSC project name;
  - Agency agreement number #15-054;
  - Local Government federal EIN;
  - Time period for which the invoice covers;
  - The following statement, followed by the signature of a person with the authority to certify the statement:  

*"By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785."*; and
  - A report that explains the work included on each invoice, including the following:
    - Names of staff members working on the project;
    - Dates of service;
    - Number of hours worked, per staff member;
    - Specific activities and work conducted;
    - Total personal services costs (including OPE/ fringe benefits);
    - A description of any incurred expenses (parking fees, supplies, etc.);
    - Subtotals of personal and supplies/ services costs;
    - Subtotal of indirect/ administrative overhead costs;
    - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. All invoices are due to Agency within 30 calendar days after the month end billing period. Due to Agency's requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy  
Attn: Contracts Payable  
625 Marion Street NE  
Salem, OR 97301

Or by E-mail to:

[odoe.invoices@state.or.us](mailto:odoe.invoices@state.or.us)

## **SECTION 7: RECOVERY OF OVERPAYMENTS**

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 8: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 9: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that:

- 9.1 Local Government is a County duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) 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 Local Government's charter or other organizational document and (c) 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 Local Government is party or

by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

- 9.3** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 9.4** Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5** Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

## **SECTION 10: INDEPENDENT CONTRACTORS**

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

## **SECTION 11: OWNERSHIP OF WORK PRODUCT**

- 11.1** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 11.1.1** "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 11.1.2** "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.
- 11.1.3** "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any

reason the Work Product created by Local Government under this Agreement is not “work made for hire,” Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 11.3** If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.
- 11.4** If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency’s behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.
- 11.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 12: 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, suite or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of 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, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 13: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 14: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 15: REMEDIES**

- 15.1** In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c)

requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 15.2 In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

## **SECTION 16: TERMINATION**

- 16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2 Agency may terminate this Agreement as follows:
- 16.2.1 Upon 30 days advance written notice to Local Government;
  - 16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
  - 16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
  - 16.2.5 As otherwise expressly provided in this Agreement.
- 16.3 Local Government may terminate this Agreement as follows:

- 16.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;
  - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
  - 16.3.4** As otherwise expressly provided in this Agreement
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## **SECTION 17: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 18: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 19: SURVIVAL**

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this

Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 20: SEVERABILITY**

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

## **SECTION 21: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 22: LIMITATION OF LIABILITY AND INSURANCE**

- 22.1** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.
- 22.2** Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **SECTION 23: RECORDS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records



retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 25: NO THIRD PARTY BENEFICIARIES**

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 26: FORCE MAJEURE**

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 27: MERGER, WAIVER AND MODIFICATION**

This Agreement and all exhibits and attachments, if any, constitute 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. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 28: SUBCONTRACTS AND ASSIGNMENT**

- 28.1** Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

- 28.2** Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: CONTRIBUTION**

- 29.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 29 with respect to the Third Party Claim.
- 29.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government 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, judgements, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 29.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency 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, judgements, fines or settlement amounts. Local Government's contribution amount in any instance is

capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

### **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Local Government's performance of its obligations under this Agreement.

### **SECTION 31: HEADINGS**

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

### **SECTION 32: ADDITIONAL PROVISIONS**

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

*(The remainder of this page has been left blank intentionally.)*

### SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B - Insurance, and Exhibit C - Additional Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its  
Department of Energy

By: [Signature]  
(Signature of Printed Name below)

Michael Kaplan  
Printed Name

DIRECTOR  
Title

6.7.3.15  
Date

[Signature]  
Jan Lemke, Designated Procurement Officer

7/1/15  
Date

[Signature]  
Todd Cornett, Assistant Director

1 July 2015  
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

**NOT REQUIRED**

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

MORROW COUNTY

By: [Signature]  
(Signature of Printed Name below)

Terry K. Tallman  
Printed Name

Morrow County Judge  
Title

June 24, 2015  
Date

Attest:  
[Signature]  
Morrow County Clerk



## **EXHIBIT A – STATEMENT OF WORK**

Agency Siting Analysts will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications and amendments for site certificates and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of OAR 345-015-0120 and OAR 345-015-0180 will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandum to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's Siting Analysts or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in ORS 469.370 and ORS 469.373. Local Government agrees to meet the comment deadlines provided in the memorandums to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in ORS 469.300 through 469.507.

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

## **EXHIBIT B – INSURANCE**

No insurance required.

## EXHIBIT C – ADDITIONAL REQUIREMENTS

### C.1. Indemnification by Subcontractors

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

### C.2. Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) 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, CERTIFICATES OF INSURANCE and NOTICE OF CANCELLATION OR CHANGE, before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts.

The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### A. TYPES AND AMOUNTS

- i. **WORKERS' COMPENSATION.** All employers, including contractor, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

**EMPLOYERS' LIABILITY.** If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage.

**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 Local Government. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by Local Government:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$2,048,300  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$4,096,600  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

**AND**

**Property Damage:**

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$112,000  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$560,000  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

**iii. AUTOMOBILE LIABILITY**

Automobile Liability Insurance covering all owned, non-owned, or 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"). Contractor shall provide proof of insurance of not less than the following amounts as determined by Local Government:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$2,048,300  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

Per occurrence limit for multiple claimants:



From commencement of the Contract term to June 30, 2016: \$4,096,600  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

**AND**

**Property Damage:**

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2016: \$112,000  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2016: \$560,000  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

**iv. EXCESS/ UMBRELLA INSURANCE**

A combination of primary and excess/ umbrella insurance is acceptable. If Contractor is using excess/ umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/ umbrella insurance. Sample wording is "The Excess/ Umbrella policy is excess over Commercial General Liability, Automobile Liability, etc."

**B. ADDITIONAL INSURED**

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. CERTIFICATE OF INSURANCE**

Contractor shall provide to Local Government, Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. Contractor shall immediately notify Local Government in writing of any change in insurance coverage.

**D. NOTICE OF CANCELLATION OR CHANGE**

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from Contractor or its insurer(s) to Local Government. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this Contract by Local Government.



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

Item # <i>Ta</i>
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**This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.**

Staff Contact: Carla McLane

Phone Number (Ext): 541-922-4624 or X5505

Department: Planning

Requested Agenda Date: May 10, 2017

Person Attending BOC Meeting (REQUIRED): Carla McLane

Short Title of Agenda Item: Planning Update

<b>This Item Involves:</b> (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 type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input checked="" type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other:

<input checked="" type="checkbox"/> N/A	<b>For Contracts and Agreements Only</b>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, Attach Purchase Pre-Authorization Request if Applicable	

Reviewed By: *Carla McLane* *5/8/17* DATE Department Head Required for all BOC meetings

*JS/RL* *5-8-17* DATE Admin. Officer/BOC Office Required for all BOC meetings

\_\_\_\_\_ DATE County Counsel Required for all legal documents

\_\_\_\_\_ DATE Finance Office Required for all contracts; Other items as appropriate.

\_\_\_\_\_ DATE Human Resources If appropriate

**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 Council and Finance review is required for all contracts.**

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

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1. TITLE OF AGENDA ITEM: Planning Update
2. ISSUES, BACKGROUND, AND DISCUSSION: It is my intent to use this time to do some follow up to the Planning Work Session held last Wednesday, May 3. The time invested by the Board of Commissioners to discuss a variety of pending actions, policy issues and proposed areas for update was helpful and will be used to generate a 'projects calendar.' For Wednesday I hope to have a couple of items as follow up:
- Identify possible dates for Work Session with the Planning Commission to discuss renewable energy policy and regulation options.
  - Energy Facility Siting Council Site Certificate limitations, if any, concerning FAA lighting requirements or lighting requirements required by Morrow County, either be regulation or negotiation.
  - Mileage Reimbursement for Planning Commission members.

It is my intent to have some level of response or input for each of these three items.

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 _____                            |   |



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

Item #
7d

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

Staff Contact: Linda Skendzel Phone Number (Ext): 541-922-6420
Department: Veterans Services Requested Agenda Date: 5/10/2017
Person Attending BOC Meeting REQUIRED: Linda Skendzel
Short Title of Agenda Item: Third Quarter Activity Report

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:
[X] Department Report
Other:

X 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:
[Signature] 4/11/17 Department Head Required for all BOC meetings
[Signature] 5-8-17 Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

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

Morrow County Board of Commissioners

(Page 2 of 2)

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1. TITLE OF AGENDA ITEM: Veterans Services Third Quarter Activity Report

2. ISSUES, BACKGROUND, AND DISCUSSION:

Summary of Federal Veterans Affairs Updates, Oregon Department of Veterans Affairs Quarterly Report and local office information.

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 _____                            |   |



## COUNTY VETERANS' SERVICE OFFICER QUARTERLY REPORT OF ACTIVITIES

### IMPORTANT SUBMISSION INSTRUCTIONS

ODVA Form 0914 COUNTY VETERANS' SERVICE OFFICER QUARTERLY REPORT OF ACTIVITIES is the official work load and recoveries report of the county veterans' service officer for the period indicated. **NOTE:** Completed reports must be received by ODVA within 30 days after the end of each fiscal quarter.\* Mail the documents to the submission address below or you may fax the required documentation to Jeremy S. Woodall at 503-373-2391, or send the documentation to him via e-mail at: [jeremy.s.woodall@state.or.us](mailto:jeremy.s.woodall@state.or.us).

SUBMIT TO: Veterans' Services Division Oregon Department of Veterans' Affairs 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 <sup>st</sup> Quarter (July-August-September) * <input type="checkbox"/> 2 <sup>nd</sup> Quarter (October-November-December) * <input checked="" type="checkbox"/> 3 <sup>rd</sup> Quarter (January-February-March) * <input type="checkbox"/> 4 <sup>th</sup> Quarter (April-May-June) *
NAME OF COUNTY Morrow County	FISCAL YEAR 2017
MAILING ADDRESS FOR REMITTANCE Morrow County Finance Dept. PO Box 867 Heppner OR 97836	

### INTERVIEW PROCESS

	IN-OFFICE INTERVIEWS COMPLETED	OUT-OF-OFFICE INTERVIEWS COMPLETED
U.S. Dept. of Veterans Affairs (USDVA) Subjects	52	1
<b>GRAND TOTAL INTERVIEWS</b>	<b>53</b>	

### CLAIMS PROCESS

USDVA Original 526s or 534s	ODVA REPRESENTATION	OTHER REPRESENTATION
Filed	14	0
Granted	9	0
Denied	1	0
Reopened	2	0
10-10EZ	7	0

### APPEALS PROCESS

USDVA Appeals	ODVA REPRESENTATION	OTHER REPRESENTATION
NODs Filed	1	0

### ODVA PROGRAM REFERRALS

<b>TOTAL REFERRALS</b>	<b>12</b>
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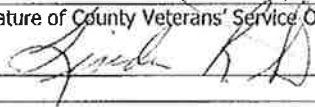
### OTHER ACTIVITIES

<b>RECOVERIES</b>	<b>\$ 43,001.63</b>
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### VSO MEETINGS/CONVENTIONS/OUTREACH (Explain on additional sheet(s) of paper if more space is needed)

Town Hall event in Irrigon in cooperation with Walla Walla VAMC, Town Hall event in Boardman in cooperation with Walla Walla VAMC, Participated in GSH Healthy Communities meeting, Morrow County Commissioners work session & future planning meeting, Participated in Senior Coalition Meeting & Special Transportation Meeting, Participated in Morrow County Department Head meeting, Attended Congressman Waldens Town Hall meeting. Visited veteran in senior living facility, Attended (LCAC) Local Community Advisory Council meeting.


EXPANSION AND ENHANCEMENT UPDATE (Explain on additional sheet(s) of paper if more space is needed)	
Meeting with Sen. Wydens Rep and WWVAMC Director.	
Attended Web Design training for updated county website.	
Participated in OCVSOA monthly meetings, assisted with forming an education and training committee.	
Participated in NVLSP Training Webinar: Properly Rating Knee Disabilities .	
Created handout "Tips for working with your VA Representative".	
Put together burial info packets. Mailed invitations to veterans for Town Hall in Irrigon & Boardman.	
Reached out to the new Grant County VSO, provided info and requested input on training.	

CERTIFICATION AND SIGNATURE	
This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.	
Signature of County Veterans' Service Officer	Date Signed
	04-06-2017

DEFINITIONS FOR CVSO QUARTERLY REPORT OF ACTIVITIES	
<b>USDVA SUBJECTS</b>	
Number of sit-down interviews regarding compensation, pension, DIC, Death pension, GI Bill, Home Loan Guarantees, VA health care.	
In-Office:	Count sit-down (face-to-face) interviews only.
Out-of-Office:	Count sit-down (face-to-face) interviews only.
<b>USDVA CLAIMS</b>	
Filed:	Original VA Form 21-526 or VA Form 21-534 completed and filed during the period for which this report is prepared.
Granted:	Number of Award Letters.
Denied:	Number of Denial Letters.
Reopened:	Any Claims reopened.
10-10EZ:	Any original applications for VA Healthcare.
<b>USDVA APPEALS</b>	
Filed:	Original NODs completed and filed during the period for which this report is prepared.
<b>ODVA PROGRAM REFERRALS</b>	
Count sit-down (face-to-face) interviews only.	
<b>RECOVERIES</b>	
Count recoveries for VA award letters received during the period for which this report is prepared. The recovery amount is handwritten on the bottom of award letters received from ODVA. When the veteran has selected a different POA, the recovery amount can be found on the TINQ screen on the BDN.	
<b>VSO MEETINGS/CONVENTIONS</b>	
Local or statewide meetings you attend in your capacity as a County Veterans' Service Officer or Assistant.	



## MORROW COUNTY VETERANS' SERVICES

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P.O. Box 560  
Irrigon, Oregon 97844  
(541) 922-6420

**To:** Jerry Sorte, Administrative Officer  
Board of Commissioners  
Other interested parties

**Date:** May 10, 2017

**RE:** Veterans Services Department Third Quarter Report

**HEALTH CARE:** The Choice program was put in place after a 2014 wait-time scandal at the Phoenix VA medical center in which some veterans died. Intended to provide veterans more timely care, it allows them to go outside the VA network in cases where they had to wait more than 30 days for an appointment or drive more than 40 miles to a facility. Yet the program often encountered long wait times of its own. The Choice program was scheduled to sunset 8/7/17.

The House Veterans Affairs Committee approved a bill allowing the VA to operate the Choice program until money in that account runs out, expected early next year. The bill calls for fixes to alleviate some of the problems, by helping speed up VA payments and promote greater sharing of medical records. Currently, more than 1 million out of 9 million veterans in the VA system use some Choice care, with agency data pointing to even greater use this year.

At the American Telemedicine Association conference the VA announced plans to create five telehealth centers, to extend the reach of mental health providers in underserved areas. Three centers will be located in the Pacific Northwest. Boise ID, Seattle WA, and Portland OR. The others will be located in Charleston SC, Salt Lake City UT, Pittsburgh PA.

Beginning this summer, the Department of Veterans Affairs will offer urgent mental health care to thousands of former service members with less-than-honorable discharges, part of its expanded initiative to stem stubbornly high rates of suicide.

**CLAIMS:** VA has officially established a presumptive service connection for Veterans, Reservists, and National Guard members exposed to contaminants in the water supply at Camp Lejeune from August 1, 1953 through December 31, 1987 who later develop one of the eight recognized diseases (Parkinsons disease, certain cancers).

Presently, these conditions are the only ones for which there is sufficient scientific and medical evidence to support the creation of presumptions; however, VA will continue to review relevant information as it becomes available.



The Veterans Affairs (VA) Center for Innovation (VACI) web site provides a centralized location for D2D Veteran Service Organizations (VSOs) and their Claims Management System (CMS) providers to access information on the VA Digits-to-Digits (D2D) initiative. The D2D initiative's goal is to produce an electronic submission process for VSOs to prepare and submit electronic claims from their individual CMS.

Oregon VSOs are preparing and submitting claims electronically with the new VA (D2D) Digits-to-Digits process, directly to VA's Veterans Benefits Management System (VBMS).

VA Decisions are resulting in less retroactive pay as claims decisions are taking considerably less time to process when utilizing the (FDC) Fully Developed Claim process.

There continues to be a delay with the VA uploading retroactive payment amounts.

**BURIAL:** The Department of Veterans Affairs (VA) implemented the pre-need burial eligibility determination program to assist anyone who would like to know if they are eligible for burial in a VA national cemetery. VA is promoting pre-need eligibility determinations to encourage Veterans and their eligible family members to plan in advance to use VA burial benefits that Veterans have earned through their military service. Planning in advance for a Veteran's or loved-one's final resting place can eliminate unnecessary delays and reduce stress on a family at a difficult time. Veteran families will have increased confidence that their loved ones are eligible for burial in a VA national cemetery at their time of need.

The VA National Cemetery board will review pre-need burial applications and provide written notice of a determination of eligibility.

VA announced a new online schedule for all VA national cemeteries that will allow families, friends and community members to find time and location information for those being interred.

**LOCAL and STATE:** The Oregon County Veterans Service Officers Association meeting approved a subcommittee for education and training. I will be working with the Eastern Oregon region Veterans Service Officers and with Oregon Department of Veterans Affairs (ODVA) for regional training topics and training coordination for the annual conference. The representatives from each of the five regions will work with ODVA to coordinate with National Veterans Legal Services Program (NVLSP) to prepare for the Annual Veterans Service Officers statewide Fall Conference.

The Morrow County Veterans Service office had one claim denied last quarter. The veteran failed to attend the Compensation & Pension examination (C&P exam).

The office served nine new veterans this quarter.

Surviving spouses or family members of five veterans were assisted after the veterans passing.

The March 7th, Town Hall events were well received with 32 total participants. Irrigon 19, and Boardman 13. Walla Walla VA Director Westfield spoke about upcoming changes in VA health care and the new Specialty Clinic which will expand Audiology, Vision and Dental care. He also addressed application requirements for the new the Veterans Home.



# Oregon

Kate Brown, Governor

## Department of Environmental Quality

Eastern Region The Dalles Office

400 East Scenic Drive, Suite 307

The Dalles, OR 97058

(541) 298-7255

FAX (541) 298-7330

TTY 711

April 27, 2017

Burke O'Brien, Director  
Sandi Putman, Management Assistant  
Morrow County Public Works Department  
PO Box 428  
Lexington, OR 97839

RE: Approval of Morrow Wasteshed  
2016 Opportunity to Recycle Program  
Morrow County

Dear Mr. O'Brien:

This letter acknowledges the receipt of the Morrow Wasteshed's 2016 Opportunity to Recycle Report and the Recycling Collector Surveys. Based on the information submitted, DEQ has determined that the Morrow Wasteshed is in compliance with the requirements of Oregon Administrative Rules, Chapter 340, Division 90. Thank you for continuing to provide these important services to the community. DEQ assigns the status of **APPROVED** to the Morrow Wasteshed Opportunity to Recycle Program for 2016.

Under Senate Bill 263, the Morrow Wasteshed will not be required to add any additional recycling elements or waste prevention and reuse programs. DEQ encourages the Morrow Wasteshed to consider implementing any program elements that will continue to make the Morrow County Wasteshed's recycling options robust. Thank you for your continued efforts in providing recycling opportunities. If you have any questions regarding this letter, please call me at 541 298-7255 ext. 225, or by email at [JONES.jamie@deq.state.or.us](mailto:JONES.jamie@deq.state.or.us).

Sincerely,

Jamie E. Jones  
Natural Resources Specialist IV  
Materials Management Program, Eastern Region

cc: Morrow County Commissioners  
Carla McLane Morrow County Planning Director  
Mike Jewett, Sanitary Disposal  
Steve Young, Finley Buttes Landfill Company  
Ryan Miller, Miller & Sons Disposal Service  
ec: Elizabeth Druback, DEQ, [DRUBACK.Lissa@deq.state.or.us](mailto:DRUBACK.Lissa@deq.state.or.us)

