

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, September 6, 2017 at 9:00 AM**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, OR**  
**AMENDED**

- 1. Call to Order - 9:00 AM**
- 2. Pledge of Allegiance**
- 3. City and Citizen Comments** – This is the time provided for individuals seeking 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. Public Hearing:** Strategic Investment Program (SIP) Agreement with Wheatridge/NextEra Energy, Inc.
  - a. Consideration of SIP Agreement with Wheatridge/NextEra Energy, Inc.
  - b. Accepting public testimony concerning SIP Agreement
  - c. Consideration of **Resolution R-2017-24** – Requesting Oregon Business Development Department Exempt Wheatridge Wind Energy Facility from Property Taxation Under the Strategic Investment Program
- 6. Consent Calendar**
  - a. Accounts Payable dated September 7<sup>th</sup>; Manual Checks dated August 28<sup>th</sup>; Void Checks dated August 22<sup>nd</sup>; Payroll Payables, Immediates & Electronic dated August 15<sup>th</sup>, 28<sup>th</sup> (Employee Final) and August 29<sup>th</sup>
  - b. Minutes: August 9<sup>th</sup>; August 16<sup>th</sup>;
  - c. Kayak Public Transit Purchase Service Agreement (Anita Pranger, Coordinator, The Loop)
  - d. Request to Issue Credit Card to Interim Administrative Officer (Kate Knop, Finance Director)
  - e. Three Public Works Purchase Pre-Authorization Requests – Addition to Lexington Office Building; De-icer Tank & Application System; Pickup Plow (Burke O’Brien, Public Works Director; Matt Scrivner, Assistant Road Master; Sandi Pointer, Public Works Management Assistant)
- 7. Business Items**
  - a. Waste Connections, Inc. Letters of Support (Kevin Green, District Manager, Waste Connections, Inc.)
  - b. Discussion - Janitorial Contract Update (Sandi Pointer, Public Works Management Assistant)
  - c. Request to Approve School Resource Officer Position (Undersheriff John Bowles)
  - d. Revised Intergovernmental Agreement with Oregon Water Resources Department
- 8. Department Reports**
  - a. Treasurer’s Monthly Report (Gayle Gutierrez, Treasurer)
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. 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 Lutcher at (541) 676-5613.

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

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

IN THE MATTER OF REQUESTING        )  
THAT THE OREGON BUSINESS         )  
DEVELOPMENT DEPARTMENT         )       RESOLUTION NO. R-2017-24  
EXEMPT THE WHEATRIDGE            )  
WIND ENERGY FACILITY FROM       )  
PROPERTY TAXATION UNDER THE     )  
STRATEGIC INVESTMENT PROGRAM    )

**WHEREAS**, the legislative Assembly has declared that a significant purpose of the Strategic Investment Program (SIP) ORS 307.123 and ORS 285.600-285.620 is to improve employment in areas where eligible projects are to be located by encouraging business firms that will benefit from an eligible project to hire employees from the region in which the project is to be located whenever practicable; and

**WHEREAS**, SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

**WHEREAS**, Wheatridge Wind Energy, LLC (Wheatridge), proposes to build and operate a wind energy resource project, situated in Morrow County and has approached Morrow County about the SIP; and

**WHEREAS**, a public hearing was held on September 6, 2017 before the Board of Commissioners in the Morrow County Bartholomew Building in Heppner, Oregon, to provide public information and to provide for public input regarding a property tax exemption under the SIP for the Wheatridge Project; and

**WHEREAS**, Wheatridge and Morrow County have entered into an agreement that requires, among other things, that Wheatridge pay a Community Service Fee to Morrow County;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that Morrow County requests that the Oregon Business Development Department exempt the Wheatridge Wind Energy Facility located within Morrow County from property taxation under the SIP; and

**IT IS HEREBY FURTHER RESOLVED** that Morrow County appoints the County Assessor for Morrow County to serve in the capacity of the local administrator for the SIP in Morrow County; and

**IT IS HEREBY FURTHER RESOLVED** that the SIP administrator shall assist Wheatridge in submitting certified copies of this Resolution and other evidence of Morrow County's fulfillment of provisions under ORS 285C.609 to the Department.

Dated this 6th day of September, 2017.

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

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

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

\_\_\_\_\_  
Don Russell, Commissioner/Vice Chair

Attest:

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

Approved as to Form:

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



**MORROW COUNTY**

**SIGNATURE SHEET**

**FY 2016-17  
AND  
FY 2017-18  
REGULAR AP'S  
SEPTEMBER 6, 2017**


IT IS HEREBY CERTIFIED THAT ON THE **6<sup>TH</sup>** DAY OF **SEPTEMBER, 2017**, THE MORROW COUNTY BOARD OF COMMISSIONERS WAS IN SESSION AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON THE **7<sup>TH</sup>** DAY OF **SEPTEMBER, 2017**, BEGINNING WITH CHECK NUMBER \_\_\_\_\_ AND ENDING WITH CHECK NUMBER \_\_\_\_\_.


\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COUNTY ADMINISTRATOR

 \_\_\_\_\_ FINANCE DIRECTOR

 \_\_\_\_\_ COUNTY TREASURER

PAYROLL PAYABLES

IMMEDIATES & ELECTRONIC

MORROW COUNTY

SIGNATURE SHEET

IT IS HEREBY CERTIFIED THAT ON 6 DAY OF Sept 2017. BOARD OF COMMISSIONERS WAS  
IN SESSION

AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON 15 DAY OF Aug. 2017.

BEGINNING WITH CHECK NUMBER 169936 AND ENDING WITH NUMBER 169938.

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

[Signature] \_\_\_\_\_ COUNTY ACCOUNTANT

[Signature] \_\_\_\_\_ COUNTY TREASURER

\_\_\_\_\_ COUNTY ADMINISTRATOR

PAYROLL PAYABLES

IMMEDIATES & ELECTRONIC

MORROW COUNTY

SIGNATURE SHEET

IT IS HEREBY CERTIFIED THAT ON 6 DAY OF Sept 2017. BOARD OF COMMISSIONERS WAS  
IN SESSION

AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON 29 DAY OF Aug 2017.

BEGINNING WITH CHECK NUMBER 170158 AND ENDING WITH NUMBER 170166.

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

[Signature] \_\_\_\_\_ COUNTY ACCOUNTANT

[Signature] \_\_\_\_\_ COUNTY TREASURER

\_\_\_\_\_ COUNTY ADMINISTRATOR

PAYROLL PAYABLES

IMMEDIATES & ELECTRONIC

Employee **Final**

MORROW COUNTY

SIGNATURE SHEET

IT IS HEREBY CERTIFIED THAT ON 6 DAY OF Sept 2017. BOARD OF COMMISSIONERS WAS  
IN SESSION

AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON 28 DAY OF Aug. 2017.

BEGINNING WITH CHECK NUMBER 170167 AND ENDING WITH NUMBER 970167.

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COMMISSIONER

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COMMISSIONER

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COMMISSIONER

[Signature]  
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COUNTY ACCOUNTANT

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COUNTY TREASURER

\_\_\_\_\_  
COUNTY ADMINISTRATOR

**MORROW COUNTY  
SIGNATURE SHEET**

**FY 2017-18  
CHEVRON & GUTIERREZ  
MANUAL CHECKS\*\*  
AUGUST 28, 2017**

IT IS HEREBY CERTIFIED THAT ON THE 6<sup>TH</sup> DAY OF **SEPTEMBER, 2017**, THE MORROW COUNTY BOARD OF COMMISSIONERS WAS IN SESSION AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON THE 28<sup>th</sup> DAY OF **AUGUST, 2017**, BEGINNING WITH CHECK NUMBER \_\_\_\_\_ AND ENDING WITH CHECK NUMBER \_\_\_\_\_.

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COMMISSIONER

\_\_\_\_\_ COUNTY ADMINISTRATOR

 \_\_\_\_\_ FINANCE DIRECTOR

 \_\_\_\_\_ COUNTY TREASURER

\*\* Public Health Chevron bill paid prior to next AP run to avoid late charges.

G. Gutierrez mileage check for trip to Salem to attend a workshop.

AUGUST 28 2017 MANUAL CHE

01 MORROW COUNTY

NUMERIC

00 ACCOUNTS SUPPRESSED

-----ID-----

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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-01063 ✓ GUTIERREZ, GAYLE ✓

I-201708253490		AUG 29-30 2017 MILEAGE ✓	126.80			
8/25/2017	APBK	DUE: 8/25/2017 DISC: 8/25/2017		1099: N		
		AUG 29-30 2017 MILEAGE		101 104-5-20-3323 ✓	MILEAGE	126.80 ✓
		=== VENDOR TOTALS ===	126.80 ✓			

-04057 ✓ CHEVRON & TEXACO BUSINESS CARD ✓

C-201708253488		FEDERAL TAX CREDIT ✓	21.37CR ✓			
8/22/2017	APBK	DUE: 8/22/2017 DISC: 8/22/2017		1099: N		
		FEDERAL TAX CREDIT		101 114-5-20-2251 ✓	GASOLINE	21.37CR

I-201708253485		PUBLIC HEALTH FUEL ✓	87.15 ✓			
8/22/2017	APBK	DUE: 8/22/2017 DISC: 8/22/2017		1099: N		
		PUBLIC HEALTH FUEL		101 114-5-20-2279 ✓	BABIES FIRST	87.15

I-201708253486		PUBLIC HEALTH FUEL ✓	70.70 ✓			
8/22/2017	APBK	DUE: 8/22/2017 DISC: 8/22/2017		1099: N		
		PUBLIC HEALTH FUEL		101 114-5-20-2289 ✓	MCH SUPPLIES & EXPENSES	70.70

I-201708253487		PUBLIC HEALTH FUEL ✓	146.44 ✓			
8/22/2017	APBK	DUE: 8/22/2017 DISC: 8/22/2017		1099: N		
		PUBLIC HEALTH FUEL		101 114-5-20-2251 ✓	GASOLINE	146.44

I-201708253489		TAX EXEMPT FILING FEE ✓	2.83 ✓			
8/22/2017	APBK	DUE: 8/22/2017 DISC: 8/22/2017		1099: N		
		TAX EXEMPT FILING FEE		101 114-5-20-2251 ✓	GASOLINE	2.83

=== VENDOR TOTALS === 285.75 ✓

=== PACKET TOTALS === 412.55 ✓

**MORROW COUNTY**

**SIGNATURE SHEET**

**FY 2017-18  
VOID CHECK 169855  
AUGUST 22, 2017**

IT IS HEREBY CERTIFIED THAT ON THE 6<sup>TH</sup> DAY OF **SEPTEMBER, 2017**, THE MORROW COUNTY BOARD OF COMMISSIONERS WAS IN SESSION AND THE FOREGOING BILLS WERE APPROVED FOR PAYMENT ON THE 22<sup>ND</sup> DAY OF **AUGUST, 2017**, BEGINNING WITH CHECK NUMBER \_\_\_\_\_ AND ENDING WITH CHECK NUMBER \_\_\_\_\_.


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COMMISSIONER

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COMMISSIONER

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COMMISSIONER

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COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
FINANCE DIRECTOR

  
\_\_\_\_\_  
COUNTY TREASURER

\* Check 169855 voided as ad for East Oregonian was paid via credit card.

CK#	CK DATE/ UNPOST DATE	VENDOR	CHECK AMOUNT/ DISC. AMOUNT	ID	DESCRIPTION	ITEM AMOUNT	G/L ACCOUNT	DISTRIBUTION
169855	8/10/2017 8/22/2017	01-00141	170.38 0.00		EAST OREGONIAN PUBLIS			
				288983	PUBLIC HEALTH CLASSIF	170.38		
				288983			999-100-1-10-1501	170.38
							101-199-5-20-3230	170.38CR
							999-100-1-70-7101	170.38CR
							101-100-2-10-1599	170.38
							999-100-1-70-7101	170.38
							999-100-2-40-4002	170.38CR
							101-100-2-10-1599	170.38CR
							101-100-1-10-1500	170.38



**Board of Commissioners Meeting Minutes**  
**August 9, 2017**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**Irrigon, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty  
Jerry Sorte, Administrative Officer

Karen Wolff, Human Resources Director  
Richard Tovey, County Counsel  
Kate Knop, Finance Director  
Roberta Lutcher, Executive Assistant

**Call to Order and Pledge of Allegiance:** 9:03 a.m.

**City and Citizen Comments**

Aaron Palmquist, Irrigon City Manager

Mr. Palmquist provided an update on activities related to Irrigon and discussed new funding coming as a result of the recently passed Transportation Package. Mr. Palmquist and the Commissioners also discussed the Oregon State University Extension Service Districts being proposed in Morrow and Umatilla Counties. Mr. Palmquist said the City Council members and staff will listen to OSU’s presentation next week and make a decision in September. There is concern over compression and how it impacts the other taxing districts, he said. Commissioner Russell and Mr. Palmquist agreed there are reasons to be skeptical that a signed agreement with OSU doesn’t necessarily ensure funding to the Counties won’t be decreased in the future.

**Open Agenda Requests:** Add: August 2<sup>nd</sup> regular and Executive Session minutes; Circuit Court Space Use Discussion; and Administrative Officer Project Update

**Consent Calendar**

*Commissioner Russell moved to approve the following items in the Consent Calendar:*

1. *Accounts Payable dated August 10<sup>th</sup>; Payroll Payables, Monthlies dated July 27<sup>th</sup>; Payroll Payables, Immediates & Electronic dated August 2<sup>nd</sup>; Payroll Payables, Immediates & Electronic HRA VEBA dated August 2<sup>nd</sup>; August 2017 One-Time Retirement Taxes dated July 28<sup>th</sup>; August 2017 Retirement Taxes dated August 1<sup>st</sup>; 2017 Q2 SUTA/WBF Quarterly Payment dated July 27<sup>th</sup>; Void Check dated July 28<sup>th</sup>*
2. *Board of Commissioners Meeting Minutes: July 26<sup>th</sup> Executive Sessions #1 and #2; July 28<sup>th</sup> regular meeting; August 2<sup>nd</sup> regular meeting and Executive Session*
3. *Sheriff’s Office Purchase Pre-Authorization Request for Six Vehicles, total estimated amount \$159,842.*

*Commissioner Doherty seconded. Unanimous approval.*

**Business Items**

Request to Increase South Transfer Station Petty Cash

Kate Knop, Finance Director

*Commissioner Doherty moved to approve the increase in the petty cash at the South Transfer Station from \$50 to \$100. Commissioner Russell seconded. Unanimous approval.*

#### Administrative Officer Recruitment Update

Jerry Sorte, Administrative Officer

Karen Wolff, Human Resources Director

Mr. Sorte said after individual conversations with the Commissioners, Kim Cutsforth emerged as a promising candidate. Ms. Cutsforth's experience as the former Heppner City Manager and current Executive Director of the Howard & Beth Bryant Foundation will be a good fit for this position, he added.

*Commissioner Doherty moved to approve extending an offer of employment to Kim Cutsforth as the Interim Administrative Officer. Commissioner Russell seconded. Discussion: the Board agreed by consensus to Chair Lindsay working with staff on the temporary employment agreement. Unanimous approval.*

#### County Administrator Job Description

Ms. Wolff noted the other members of the County Administrator Recruitment Committee were in attendance today (Commissioner Doherty; Mr. Sorte; Carla McLane, Planning Director; Sheryll Bates, Executive Director, Heppner Chamber of Commerce). The subject of whether or not the job description should include Budget Officer responsibilities was then debated. Chair Lindsay was in favor of the Board having the ability to designate a Budget Officer, while Commissioner Russell said it should be part of the County Administrator job description. Commissioner Doherty said it could always be added to the job description later, but he tended to agree with Commissioner Russell. Various discussions.

*Commissioner Doherty moved to accept the job description with the changes discussed (remove overlapping job duties; change reference regarding the Administrator will represent the County and Board of Commissioners to media and others, to read the Administrator will represent the County; and remove Budget Officer responsibilities until the Board can discuss this with the incoming Administrator). Commissioner Russell seconded and asked for discussion. He then moved to amend the motion to retain the Budget Officer responsibilities in the job description. Chair Lindsay stated the amendment failed for lack of a second and the original motion was seconded to approve with the changes noted and remove the Budget Officer responsibilities. Commissioner Doherty clarified – pending the vision of the incoming County Administrator. Mr. Sorte said the Committee talked about it and this position, to be successful, needs leeway to reorganize within the broad scope of the overseen staff in order to be able to shift personnel between departments, without increasing FTEs (Full Time Equivalents). He said he'd recommend to include that to allow that type or organizational capability. Chair Lindsay requested the vote on the original motion and said they will then back-up to review the changes discussed. Aye: Commissioner Doherty. Nay: Commissioner Russell; Chair Lindsay. Motion failed.*

Chair Lindsay requested the organizational chart be added and staff remove the Budget Officer section from the job description. After additional discussion, Ms. Wolff said she would revise the job description and return later in the meeting for review.

#### Shared Use of Second Floor of Courthouse

Judge Ann Spicer, Justice Court

Roy Blaine, Sixth Judicial District, Trial Court Administrator

At issue is a draft memorandum of understanding proposed by the State Circuit Court over the shared use of the second floor of the Courthouse by both the State Court and Justice Court. One option under consideration by the County has Judge Spicer's office relocating to the Bartholomew Building, taking over the Lower Floor Conference Room space. She said she would be willing to do that with the caveats agreed upon –

1. Access to the Courtroom for jury trials (Mondays or Tuesdays)
2. Access to the judge's chambers to meet with attorneys or for in camera items (a hearing held before the judge in private chambers or when the public is excluded from the courtroom. They are often held to protect victims and witnesses from public exposure, especially if that person is a child.)

Mr. Blaine said the only deviation concerns the space used by attorneys. He said he received direction from Salem that the judge's chambers need to be exclusively for Circuit Court judges because of the potential for confidential things being left in the room, for example evidence storage. Chair Lindsay asked if that is currently the practice and Mr. Blaine replied no, the Sheriff's Office takes custody of those items. He said a locking safe could be put in the judge's chambers.

Chair Lindsay said some of the information discussed today is new and the Board needs time to discuss it, particularly whether or not it's feasible to move Judge Spicer's office to the Bartholomew Building Lower Floor Conference Room. She said doing so concerns her since the public was promised the building would be available for public use. Commissioner Russell said he would like to find out who is using the Lower Floor Conference Room and how often. Commissioner Doherty said he would also like to take more time to evaluate the situation.

**Break:** 10:51 a.m.

**Resume:** 11:03 a.m.

#### **Staff Reports**

##### Planning Department Monthly Report

Carla McLane, Planning Director

Ms. McLane's report included updates on Senate Bill 1057 Enrolled (Marijuana Opt-Out); the opportunity to comment on Boardman to Hemingway amended preliminary Application for Site Certificate; and a recap of the work session recently held between the BOC and the Planning Commission regarding renewable energy policy planning.

##### Veterans Services Officer Report

Linda Skendzel, VSO

Ms. Skendzel reviewed her quarterly report of activity for April-June 2017. Additional funds anticipated in the Veterans Services Office were discussed, as were ideas for its use. Chair Lindsay commented she'd like to see additional outreach to veterans and additional training opportunities for Ms. Skendzel. Ms. Skendzel discussed the need for a part-time staff person in her one-person office. Commissioner Doherty asked about designating a Commissioner as the liaison between the Board and the Veterans Services Office.

### **Correspondence**

- Energy Facility Siting Council Teleconference Meeting Notice and Agenda, August 18<sup>th</sup>

### **Business Items, continued**

#### Surveyor Compensation Update

Karen Wolff, Human Resources Director

Ms. Wolff said the question at hand is whether the surveyor's compensation (fees plus \$36,000 per year) falls within the definition of an employee or an independent contractor.

Finance Director Kate Knop said because the County guarantees the Surveyor \$36,000 per year, our auditor indicated he should be considered an employee, and there should be withholdings.

After a brief discussion, Commissioner Russell said he would like this to be a contracted position and asked for exploration of that option.

#### County Administrator Job Description, continued

Ms. Wolff briefly reviewed the revised job description.

*Commissioner Russell moved to approve the revised County Administrator job description and to move forward with the recruitment of a new County Administrator. Commissioner Doherty seconded. Chair Lindsay expressed surprise that the Budget Officer duties remained in the revised job description. She said she was strongly opposed to it because it will delay what can be done this year while waiting for a permanent Administrator. She said the Finance Director has acted as the Budget Officer during Budget Committee meetings and it's unfair not to recognize that. Commissioner Russell said his view is everyone knows the Finance Director compiles the numbers for the budget, but the Finance Director does not have authority over Department Heads, whereas the Administrator would. It can be changed in the future if it doesn't work, he said. Vote: Aye: Commissioners Russell and Doherty; Nay: Chair Lindsay. Motion passed.*

The Board authorized Ms. Wolff to move forward with the recruitment (not utilizing a third party recruiter), and to advertise the position at a wage range of \$95,000-125,000.

### **Staff Reports, continued**

Administrative Officer Project Update

The Request for Proposals for Project Management Services resulted in one submission. Mr. Sorte said the Board could vet the response that was received or open up the process again. The Commissioners opted to open the RFP again and to not eliminate the company that responded.

### **Commissioner Reports**

- Commissioner Russell attended the Columbia Development Authority meeting where Greg Smith reported they are on schedule to have the Umatilla Army Depot property turned over to the various entities in December. There are a few issues that may slow down that process, such as a possible cultural artifact. Representative Smith also informed Commissioner Russell that a three person committee will be formed to identify where to spend the \$3,000,000 coming to Heppner by way of the Transportation Package. The committee's recommendations will be presented to the Heppner City Council, according to Rep. Smith. Benton County Commission Chair Anne Schuster would like to restart the Sister County project and invited the Morrow County Commissioners to an Oregon State University football game on October 26<sup>th</sup>. While there, the Commissioners will tour Benton County, as well.
- Chair Lindsay attended the ribbon cutting ceremony for Blue Mountain Community College's Precision Irrigated Agriculture Center in Hermiston. She also attended meetings on solar eclipse preparedness and offered the use of the County's plotter to produce large signs. She asked the Board if the cost of \$150-200 could come from the Court Discretionary Fund.

*Commissioner Russell moved to approve paying for the solar eclipse signs produced by Public Works from the Court Discretionary Fund, approximate amount \$150-200. Commissioner Doherty seconded. Unanimous approval.*

Chair Lindsay said she is working on a fund agreement with the Oregon Water Resources Department and will bring it forward for review. She said she also requested periodic updates from OWRD.

**Comments Prior to Executive Session** - Commissioner Doherty stated a decision is not anticipated.

**12:33 p.m. - Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations, and Pursuant to ORS 192.660(2)(f)  
- To consider information or records that are exempt by law from public inspection.

**12:41 p.m. - Closed Executive Session – No decisions**

**Adjourned:** 12:42 p.m.

**Board of Commissioners Meeting Minutes**  
**August 16, 2017**  
**Port of Morrow Riverfront Center, Wells Springs Room**  
**Boardman, Oregon**

**Present**

Chair Melissa Lindsay  
Commissioner Don Russell  
Commissioner Jim Doherty

Jerry Sorte, Administrative Officer  
Kate Knop, Finance Director  
Richard Tovey, County Counsel  
Roberta Lutchter, Executive Assistant

**Call to Order and Pledge of Allegiance:** 9:02 a.m.

**City and Citizen Comments:** No comments

**Open Agenda Requests:** Add to Consent Calendar – Void Checks dated August 3<sup>rd</sup>; Manual Checks dated August 8<sup>th</sup> & 10<sup>th</sup>; Add to Business Items - Justice Reinvestment Grant discussion by Shelley Ena, Coordinator, Local Public Safety Coordinating Council; update on the Request for Proposals for Project Management Services by Jerry Sorte, Administrative Officer

**Consent Calendar**

*Commissioner Doherty moved to approve the following items in the Consent Calendar, and noted the Manual Checks dated August 8<sup>th</sup> and 10<sup>th</sup> will be removed for additional discussion:*

- 1. Accounts Payable dated August 17<sup>th</sup> in the amount of \$870,199.15*
- 2. Void Checks dated August 3<sup>rd</sup>*

*Commissioner Russell seconded. Unanimous approval.*

**Public Hearing – 9:06 a.m.**

AZ-113-17 Site Development Review Text Amendment, Morrow County Zoning Ordinance

Chair Lindsay opened the Public Hearing and called for the Staff Report, which was provided by Carla McLane, Planning Director. She explained the hearing is to consider the application from the Port of Morrow to relocate Site Development Review criteria from Article 4, Supplementary Provisions, Section 4.170 to Article 3, Use Zones, Section 3.130, Speedway Limited Use Overlay Zone. She said past conversations with Port of Morrow staff indicated elements of Site Development Review stopped them from creating parcels over 99 acres in order to avoid the public review process. They were willing to meet all the requirements, but did not want to go in front of a public body for review, she said.

Commissioner Russell said some companies that approach the Port are not yet ready to go public, so purchasing less than 100 acres was one way to avoid that information getting out, particularly with the data center companies. Brief discussions.

Ms. McLane noted the Oregon Department of Transportation rescinded its earlier letter or opposition.

After Chair Lindsay called for abstentions or conflicts of interest, each Commissioner responded in the negative. Calls for proponents, opponents and neutral parties to speak went unanswered.

The Public Hearing was closed at 9:20 a.m.

*Commissioner Russell moved to accept the Planning Commission recommendation to move the Site Development Review criteria from Article 4, Supplementary Provisions, Section 4.170 to Article 3, Use Zones, Section 3.130, Speedway Limited Use Overlay Zone, and to direct staff to prepare the necessary adoption documents. Commissioner Doherty seconded. Unanimous approval.*

### **Business Items**

#### Accounts Payable – Manual Checks

Kate Knop, Finance Director

Ms. Knop explained the circumstances surrounding the need for the manual checks.

*Commissioner Russell moved to approve the Manual Checks dated August 8<sup>th</sup> & 10<sup>th</sup>. Commissioner Doherty seconded. Unanimous approval.*

#### Local Public Safety Coordinating Council (LPSCC) Bylaws

#### Justice Reinvestment Initiative (JRI) Grant Letter of Support

Shelley Ena, LPSCC Coordinator, Morrow/Umatilla Counties

Dan Robbins, Corrections Lieutenant

Ms. Ena reviewed the process of amending the LPSCC Bylaws, and there was then discussion of whether are not members of the Council should be appointed by name or position. Chair Lindsay said she would look into it with the Administrator.

*Commissioner Doherty moved to accept the LPSCC Amended Bylaws and directed staff to return with the necessary adopting resolution next week. Commissioner Russell seconded. Unanimous approval.*

Ms. Ena said all counties are eligible to receive JRI Grant funds if they meet the criteria. She explained in the future, the State may grant the funds on a competitive basis, which wouldn't be as favorable for smaller counties, like Morrow County.

Lt. Robbins explained the funds received by Morrow County since about 2014 have been used to fund a Probation Officer position. Commissioner Doherty said he supports the JRI Grant but at some point, if funds are not received for the Probation Officer position, then that position may be eliminated unless the need can be proven to the public.

*Commissioner Doherty moved to approve the letter of support for the JRI Grant application for fiscal year 2017-2019. Commissioner Russell seconded. Unanimous approval.*

Intergovernmental Agreement (IGA) with Oregon Water Resources Department (OWRD)

The one-year IGA with OWRD is for Watermaster services in the amount of \$12,200. Chair Lindsay said she asked that updates be provided to the Board at least once per year on the activities on Butter Creek.

*Commissioner Russell moved to approve the IGA with OWRD, effective July 1, 2017 to June 30, 2018, amount \$12,200, and authorize Chair Lindsay to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.*

Interim Administrative Officer Recruitment Update

Jerry Sorte, Administrative Officer

Mr. Sorte said Kim Cutsforth reviewed the draft employment agreement and the tentative plan is for her to work 20 hours per week of scheduled time and four hours of flexible time, beginning the week of August 28<sup>th</sup>. The length of the agreement is three months, he said, with an option for an extension, if the Board desires.

*Commissioner Doherty moved to accept the job description and Employment Agreement for Interim Administrative Officer with Kim Cutsforth, and authorize Chair Lindsay to sign on behalf of the County. Commissioner Russell seconded and asked for discussion. The Board agreed to allow some flexibility that allows Ms. Cutsforth training time to work with Mr. Sorte prior to his departure. Unanimous approval.*

Veterans Services Office Additional Funding

Linda Skendzel, Veterans Services Officer

Jerry Sorte, Administrative Officer

Mr. Sorte explained the Veterans Services Office will receive an additional \$40,000 as a result of Ballot Measure 96. The Board needs to decide how these funds will be spent, he said, as they are over and above what was in the budget. Mr. Sorte outlined Ms. Skendzel's preference to allocate them to hire a temporary employee; material and services; and trainings and outreach materials.

*Commissioner Doherty moved to direct staff to prepare a supplemental budget action for the additional \$40,421 anticipated in the Veterans Services Office. Commissioner Russell seconded. Chair Lindsay clarified the funds are to be used for outreach to veterans, as well as a temporary employee. Unanimous approval.*

Request for Proposals for Project Management Services

Mr. Sorte said he discussed the results of the RFP with Ms. Cutsforth and she recommended opening it back up for about three weeks since the response was marginal. He said the minimum time is 30 days, but it can be less if the Board chooses.

*Commissioner Russell moved to reopen the Request for Proposals, but allow it to close in three weeks. Commissioner Doherty seconded. Unanimous approval.*



## **Department Reports**

### Juvenile Department Quarterly Report

Tom Meier, Juvenile Department Director

Mr. Meier's report covered activity from April 1<sup>st</sup>-June 30<sup>th</sup>. He said it's been a good year in terms of low numbers for Referrals to Services and Admissions to Detention. There were 12 Referrals for the quarter, bringing the total for the year to 61, which is a record low. Mr. Meier pointed out the ages of the kids being referred keeps getting younger; an indication the next group is "rising from the ashes." There were no new Admissions to Detention for the quarter, and the number for the year stands at 10, again a record low, he said. There was, however, the highest number ever for Length of Stay at 265 days. These were three juveniles housed for Measure 11 offenses, he explained. Various discussions.

## **Correspondence**

- Oregon Department of Energy Public Notice – Columbia Ethanol Project, Proposed Order Issued on Request for Amendment 1. An accompanying email from Planning Director Carla McLane stated she would not recommend comment.

## **Commissioner Reports**

- Commissioner Doherty said he attended the Community Renewable Energy Association (CREA) meeting where they estimate solar power will be the future focus for renewable energy.  
Commissioner Doherty informed the Board there was no need for the advertised Executive Session as there is no new information to report.
- Commissioner Russell reported on a round-table discussion that included U.S. Secretary of Energy Rick Perry, Representative Greg Walden, Umatilla County Commissioner Bill Elfering, Hermiston Mayor Dave Drotzman, Port of Umatilla Executive Director Kim Puzey, Port of Morrow General Manager Gary Neal, Umatilla Electric Cooperative General Manager Robert Echenrode, and executives from other power companies. Sec. Perry talked about issues with processes, including the length of time they take. Commissioner Russell said several items were discussed – the Boardman to Hemingway Transmission Line Project and that ground hasn't been broken nine years into the process; the Columbia River Biological Opinion concerning endangered salmon; the Base Realignment and Closure process with the Umatilla Army Depot; and the need to decrease sight pollution from the lights on windmills at night by making advance detection lighting systems mandatory. Commissioner Lindsay asked if there was any discussion about the national recognition of hydropower as being renewable; Commissioner Russell replied there was not.
- Chair Lindsay and Commissioner Doherty accompanied Sec. Perry on his tour of McNary Dam following the round-table discussion.

**Adjourned:** 10:57 a.m.



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

Item #  
 6C

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

Staff Contact: Anita Pranger Phone Number 541-676-5667  
 (Ext):  
 Department: The Loop Morrow Co Transportation Requested Agenda Date: September 6, 2017  
 Person Attending BOC Meeting  
 (REQUIRED):  
 Anita Pranger  
 Short Title of Agenda Item: Kayak Purchased Service Agreement



**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 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:

N/A **For Contracts and Agreements Only**  
 Contractor/Entity: Kayak Public Transit (CTUIR)

Contractor/Entity Address:  
 Effective Dates – From: July 1, 2017 Through: June 30, 2017  
 Total Contract Amount: \$24,000 Budget Line: 504-504-520-3746  
 Does the contract amount exceed  Yes  No  
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Anita Pranger August 24, 2017 Department Head Required for all BOC meetings  
DATE  
 9/5/17 Admin. Officer/BOC Office Required for all BOC meetings  
DATE  
 An email 8-31-17 County Counsel Required for all legal documents  
DATE  
 9/5/17 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 3 of 3)**

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1. **TITLE OF AGENDA ITEM:** KAYAK PURCHASED SERVICE AGREEMENT
2. **ISSUES, BACKGROUND, AND DISCUSSION:** THIS AGREEMENT IS PART OF A GRANT THAT I RECEIVE FROM THE FEDERAL GOVERNMENT. KAYAK PROVIDES PUBLIC TRANSPORTATION FOR PEOPLE COMING INTO AND OUT OF THE IRRIGON AREA.
  
3. **OPTIONS:**
  
4. **FISCAL IMPACT:**
  
5. **STAFF RECOMMENDATIONS:** APPROVAL OF THIS AGREEMENT
  
6. **SUGGESTED ACTION(S) / MOTION(S):** MOVE TO HAVE THE BOARD OF COMMISSIONERS SIGN THIS AGREEMENT FOR KAYAK TO PROVIDE SERVICES INTO THE IRRIGON AREA.
  - 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 _____                            |   |

## Kayak Public Transit Purchase Service Agreement

### Section I Parties

This agreement is made by and between **Morrow County**, a political subdivision of the State of Oregon, hereafter referred to as "County", and **Confederated Tribes of the Umatilla Indian Reservation (CTUIR)**, hereafter referred to as "Provider".

### Section II Considerations

It is hereby agreed by and between the above named parties that as consideration for performance by Provider of services in accordance with the terms and conditions specified below, that County will pay to the Provider the sum of \$12,000.00 per year. Funds for this grant will come from the 5310 Grant awarded to the County by the Federal Government for the 2017-2019 biennium. Portions of said sum may be paid to Provider on a quarterly basis as state funds are received, and is subject to full repayment to County by Provider for failure of Provider to adhere to the terms and conditions of this agreement.

### Section III Term

This agreement shall be effective from July 1, 2017 through June 30, 2019.

### Section IV Terms and Conditions

The following terms and condition are binding on the parties of this agreement:

1. Use of Funds

Provider shall limit the use of funds paid under this agreement to the sole benefit of elderly and handicapped residents of Morrow County. Travel will be provided within Morrow County except when there are required services to be provided that are not available within Morrow County. County shall, on demand, have access to all records of Provider, including financial documents or records, for review at any reasonable time.

2. Services

Provider shall perform all service specified and approved by County as directed by County.

3. Certification

During the term of this agreement, Provider shall obtain and maintain current status for any and certification necessary for the performance of the services required herein.

4. Independent Contractor

Provider is an independent contractor and shall not be considered an employee, agency, partner, or representative of County for any purpose whatsoever. Provider shall not be entitled to payment by County for employee benefits, workers compensation, employment withholding

taxes, or unemployment insurance. Contractor shall have the sole control and supervision over the manner in which services are performed, except that they must be performed in a manner which is consistent with the terms of this agreement. Provider shall be responsible for furnishing all equipment necessary for the performance of the services required herein.

5. Labor Standards

Provider agrees to comply with all applicable labor standards and restriction set forth in ORS 279.310 through 279.320.

6. Waiver

A waiver of any term or condition under this agreement by either party shall not be construed as a continuing waiver of that term or condition or affect the right to future enforcement of that term or condition.

7. Reports and invoices

Provider will furnish to County written reports and invoices for payment on a quarterly basis. For quarter beginning July 1 through September 30 report and invoice due October 15. Quarter October 1 through December 31 report and invoice due January 15. Quarter January 1 through March 31 report and invoice due April 15 and quarter April 1 through June 30 report and invoice due July 15. Invoices from the Provider for payment of the quarter will be for \$3,000.00.

8. Liability of Insurance

Provider shall obtain and maintain during the term of this agreement general liability insurance to cover any acts or omissions of Provider in the performance of this agreement. Such insurance shall not be less than the maximum amount specified under the Oregon Tort Claims Act (ORS 30.270).

9. Indemnification

Provider shall indemnify and hold County, The Loop Morrow County Transportation Advisory Committee and all of its agents, officers, and employees harmless from any damages which may arise from the acts or omissions of Provider in performing this contract, and for the costs of any suit or proceedings arising hereunder including attorney fees.

10. Dispute Resolution

If a dispute should arise concerning this agreement, the parties agree to make a good faith effort to mediate the dispute before filing any action or suit, with costs of mediation to be shared equally by the parties. If a suit or action is filed, each party will pay its own costs and attorney fees. Venue for such action shall be filed in Morrow County, Oregon.

11. Availability of funds

This agreement is subject to the availability of County funds appropriated for this specific purpose, and to the provision of funds to the County from state or federal funding sources.

12. Governing Law

The provisions of this agreement shall be governed by the laws of the state of Oregon. Provider agrees to comply with all federal, state, and local laws in the performance of this agreement.

See Appendix A for federal governing requirements.

13. Assignment

Provider may not assign the rights or duties under this agreement to any other person or party without express written consent of County.

14. Successors in Interest

The provisions of this agreement shall be binding on any heirs, assigns, or successors in interest to Providers.

15. Modification

Any amendment or modification to any provision of this agreement must be in writing, dated, and signed by both parties.

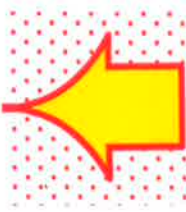
16. Entire Agreement

This document represents the entire agreement between the parties, and no other representation, either oral or written shall be effective unless adopted in accordance with the terms of this agreement.

17. Termination

Either party shall have the right to terminate this contract with or without cause upon 60 days notice in writing to the other party. If Provider terminates the agreement, Provider shall be required to repay to County the amount of any funds advanced to Provider which Provider has not earned or expended through the provision of services in accordance with the provision of this agreement. County reserves the right to terminate this agreement immediately upon notice to Provider for any breach of this agreement, including but not limited to any action which in the opinion of the County would endanger the public health, safety or welfare, or endanger or jeopardize County obligations, financial or otherwise, to third parties as a result of Provider's breach of this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.



*Debra Croswell*

Debra Croswell  
Interim Executive Director  
Confederated Tribes of the Umatilla  
Indian Reservation (CTUIR)

\_\_\_\_\_  
Melissa Lindsay, Chair  
Morrow Co. Commissioner

\_\_\_\_\_  
Don Russell  
Morrow Co. Commissioner

Attested:  
Office of County Records

\_\_\_\_\_  
Jim Doherty  
Morrow Co. Commissioner

\_\_\_\_\_  
Records Officer

APPROVED AS TO LEGAL SUFFIENCIENCY

By \_\_\_\_\_  
Justin Nelson  
Morrow Co. Counsel

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

# Federally Required and Other Model Clauses

## Table of Contents (Appendix A - Governing Documents)

### A.1 - Federally Required and Other Model Contract Clauses

1. [Charter Bus and School Bus Requirements](#)
  2. [Energy Conservation Requirements](#)
  3. [Clean Water Requirements](#)
  4. [Bus Testing](#)
  5. [Pre-Award and Post Delivery Audit Requirements](#)
  6. [Lobbying](#)
  7. [Access to Records and Reports](#)
  8. [Federal Changes](#)
  9. [Clean Air](#)
  10. [Recycled Products](#)
  11. [Contract Work Hours and Safety Standards Act](#)
  12. [\[Reserved\]](#)
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  14. [Program Fraud and False or Fraudulent Statements and Related Acts](#)
  15. [Termination](#)
  16. [Government-wide Debarment and Suspension \(Non-procurement\)](#)
  17. [Privacy Act](#)
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  19. [Breaches and Dispute Resolution](#)
  20. [Transit Employee Protective Agreements](#)
  21. [Disadvantaged Business Enterprises \(DBE\)](#)
  22. [\[Reserved\]](#)
  23. [Incorporation of Federal Transit Administration \(FTA\) Terms](#)
  24. [Drug and Alcohol Testing](#)
-



# **1. Charter Bus Requirements**

**49 U.S.C. 5323(d)**  
**49 CFR Part 604**

## **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

## **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down Requirements**

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

## **Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

# **1. School Bus Requirements**

**49 U.S.C. 5323(F)**  
**49 CFR Part 605**

## **Applicability to Contracts**

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

## **Flow Down Requirements**

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

## **Model Clause/Language**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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## **2. Energy Conservation Requirements**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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### **3. Clean Water Requirements**

**33 U.S.C. 1251**

#### **Applicability to Contracts**

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

#### **Flow Down**

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

#### **Model Clause/Language**

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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### **4. Bus Testing**

**49 U.S.C. 5318(e)**  
**49 CFR Part 665**

#### **Applicability to Contracts**

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down**

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

## **Model Clause/Language**

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

## **CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the

Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 7-26-17

Signature: Albra & Croswell

Company Name: CTUIR

Title: Interim Executive Director

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## 5. Pre-award and Post Delivery Audits Requirements

49 U.S.C. 5323  
49 CFR Part 663

### Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

### Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.
- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.
- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

**Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 7.26.17

Signature: Albra Crosswell

Company Name: CTUIR

Title: Interim Executive Director

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: 7.26.17

Signature: Debra Crosswell

Company Name: CTUIR

Title: Interim Executive Director

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## 6. Lobbying

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

### Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

### Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form--LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]



3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CTUIR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Debra Croswell Signature of Contractor's Authorized Official

Debra Croswell Name and Title of Contractor's Authorized Official  
Interim Executive Director  
7.26.17 Date

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## 7. Access to Records and Reports

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

### Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

### **Model Clause/Language**

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Contract</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<b>I. State Grantees</b>	<b>a. Contracts below SAT (\$100,000)</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
	<b>b. Contracts above \$100,000/Capital Projects</b>	None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>II. Non State Grantees</b>	<b>a. Contracts below SAT (\$100,000)</b>	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	<b>b. Contracts above \$100,000/Capital Projects</b>	Yes <sup>3</sup>	Those imposed on non-state Grantee	Yes	Yes	Yes	Yes

			pass thru to Contractor				
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**Sources of Authority**

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

## **8. Federal Changes**

### **49 CFR Part 18**

#### **Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### **Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

#### **Model Clause/Language**

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **9. CLEAN AIR**

**42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18**

### **Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

### **Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

### **Model Clauses/Language**

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **10. Recycled Products**

**42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

### **Applicability to Contracts**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

## **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down**

These requirements flow down to all to all contractor and subcontractor tiers.

## **Model Clause/Language**

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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# **11. Contract Work Hours and Safety Standards Act**

## **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

## Clause Language

### Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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## 12. [ RESERVED ]

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## 13. No Government Obligation to Third Parties

### Applicability to Contracts

Applicable to all contracts.

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **Model Clause/Language**

While no specific language is required, FTA has developed the following language.

#### **No Obligation by the Federal Government.**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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## **14. Program Fraud and False or Fraudulent Statements and Related Acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

### **Applicability to Contracts**

These requirements are applicable to all contracts.

### **Applicability to Micro-Purchases**



Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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## **15. Termination**

**49 U.S.C. Part 18**  
**[FTA Circular 4220.1E](#)**

## Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

## Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

## Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately

short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on

payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the

notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## **16. Government-Wide Debarment and Suspension (Nonprocurement)**

**49 CFR Part 29**  
**Executive Order 12549**

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## 17. Privacy Act

5 U.S.C. 552

### Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

### Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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## 18. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

### Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

### Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

### Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

### Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the



Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
    - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
-

# 19. Breaches and Dispute Resolution

## 49 CFR Part 18 FTA Circular 4220.1E

### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

---

## **20. Transit Employee Protective Agreements**

**49 U.S.C. § 5310, § 5311, and § 5333  
29 CFR Part 215**

### **Applicability to Contracts**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

### **Flow Down**

These provisions are applicable to all contracts and subcontracts at every tier.

### **Model Clause/Language**

Since no mandatory language is specified, FTA had developed the following language.

### **Transit Employee Protective Provisions.**

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
  - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of

Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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## 21. Disadvantaged Business Enterprise (DBE)

### 49 CFR Part 26

#### Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

#### Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

#### Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is \_\_ %. A separate contract goal [of \_\_ % DBE participation has] [has not] been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements

of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:
1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

***{If no separate contract goal has been established, use the following}*** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
- e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

## **22. [ RESERVED ]**

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## **23. Incorporation of Federal Transit Administration (FTA) Terms**

### **[FTA Circular 4220.1E](#)**

#### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

#### **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

#### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

#### **Model Clause/Language**

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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## **24. Drug and Alcohol Testing**

**49 U.S.C. §5331  
49 CFR Parts 653 and 654**

## **Applicability to Contracts**

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

## **Applicability to Micro-Purchases**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

## **Flow Down Requirements**

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

## **Model Clause/Language**

### **Introduction**

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

### **Explanation of Model Contract Clauses**

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ



any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

**Drug and Alcohol Testing  
Option 1**

The contractor agrees to:

*(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.*

**Drug and Alcohol Testing  
Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Drug and Alcohol Testing  
Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before ( insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

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

Item #
4cd

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

Staff Contact: Kate Knop
Department: Finance Department
Person Attending BOC Meeting (Required): Kate Knop
Short Title of Agenda Item: Request to issue bank credit card to Interim Admin. Officer
Phone Number (Ext):5302
Requested Agenda Date: 9/6/2017

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: 10 mins
Department Report
Other:

For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: #101-100-1-10-1316
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:
[Signature] 8/28/17 Department Head Required for all BOC meetings
[Signature] 9/5/17 Admin. Officer/BOC Office Required for all BOC meetings
County Council Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

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)

1. TITLE OF AGENDA ITEM: Request to issue a bank credit card to the Interim Administrative Officer, Kim Cutsforth.

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Administrator Officer had previously been issued a Bank of Eastern Oregon credit card with a limit of \$3,000. The limit is equivalent to those of the Board of Commissioners. The card was used for gas, meals outside of the County, and other incidentals. It could also be used in case of emergency.

3. OPTIONS:

1. Motion to approve the issuance of the bank credit card to the Interim Administrative Officer with a credit limit of \$3,000.
2. Discussion on necessity of credit card? Or limit change?
3. Approve.

4. FISCAL IMPACT:

1. County credit issued to Interim Administrative Officer with a limit up to \$3,000.

5. STAFF RECOMMENDATIONS:

Motion to approve the issuance of a Bank of Eastern Oregon credit card to the Interim Administrative Officer with a credit limit of \$3,000.

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

Motion to approve the issuance of a Bank of Eastern Oregon credit card to the Interim Administrative Officer with a credit limit of \$3,000.

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 3)

Item #
6e

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Public Works - Road Dept. Requested Agenda Date: September 06.2017
Person Attending BOC Meeting (REQUIRED): Sandi Pointer

Short Title of Agenda Item:

Purchase Preauthorization for Public Works addition

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:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: 150,000.00 Budget Line: 1011199-540-4410
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable Reviewed By:

8.29.2017 Department Head Required for all BOC meetings
8/5/17 Admin. Officer/BOC Office Required for all BOC meetings
email from JN - 8-30-17 County Counsel Required for all legal documents
8/30/17 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 3)

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1. TITLE OF AGENDA ITEM: **Janitorial Discussion / Approval**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**During budget hearings in April, Public Works had been awarded for an addition to the building we currently occupy, this will add additional space needed for operations. Adding 44X30 to the east side of the building.**

3. OPTIONS:

**Useing the already contracted Building Genereal Contractor, Wilson Construction Services LLC to do the work. He should keep the cost at a minimum.**

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

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4. FISCAL IMPACT:

**Right now two office's hold two individuals and confidentiality is at risk. More space is needed for conferences and to add a break area as current break room is an office.**

5. STAFF RECOMMENDATIONS:

**After the review Public Works would like to reccomend to award the purchase pre authorization for the addition to the building in Lexington.**

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

**Accept and 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 _____                            |   |

## Roberta Lutcher

---

**From:** Sandra Pointer  
**Sent:** Wednesday, August 30, 2017 2:35 PM  
**To:** Roberta Lutcher  
**Cc:** Justin Nelson; Burke O'Brien  
**Subject:** FW: Pre authorization  
**Attachments:** 3691\_001.pdf; Purchase Pre-Authorization Addition to public works building.pdf; Scope of Work for addition to Public Works Building).pdf; Agenda Sheet 09.06.2017 Addition to Public Works building.pdf; Proposal for addition to Public Works building.pdf; 3691\_001.pdf

Roberta,

Here is Justin's OK for the purchase pre-Authorization for the extension of the public works building. I believe you have everything else but included is the contract from Wilson Construction file name 3691\_001.pdf please add this to the packet for the BOC as Justin wanted this added to our project.

Thank you for your time.

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

**From:** Justin Nelson  
**Sent:** Wednesday, August 30, 2017 2:29 PM  
**To:** Sandra Pointer <spointer@co.morrow.or.us>  
**Cc:** Burke O'Brien <bobrien@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>  
**Subject:** RE: Pre authorization

I have reviewed the proposed project, and the attached Contract Morrow County has with Wilson Construction already (thank you for sending it to me Sandi). It looks like this really is just getting the A'OK from the BoC that you plan to spend a decent amount of money to our already hired contractor. The bid itself is not the contract- the contract is based upon the attached agreement paying \$58 per hour for work, not including materials and services. The \$150,000.00 is just a estimate, but is not a actual bid in my opinion.

While I believe Public Works could go out and obtain new bids/proposals from other contractors to see if there is a lower bid, that is not required in this instance based upon the current contract we have with Rod Wilson- so long as he can perform the work.

I would request that the Wilson contract also be added as part of the agenda packet.

With these comments, and the review of the current contract, I do not see any concerns.

-Justin



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

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

From: Sandra Pointer  
Sent: Wednesday, August 30, 2017 1:22 PM  
To: Justin Nelson <jnelson@co.morrow.or.us>  
Subject: FW: Pre authorization

Had you had a chance to review?

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

From: Sandra Pointer  
Sent: Wednesday, August 30, 2017 9:48 AM  
To: Justin Nelson <jnelson@co.morrow.or.us>  
Cc: Burke O'Brien <bobrien@co.morrow.or.us>  
Subject: Pre authorization

Justin,

During budget hearings the Board and budget committee allowed us to add on to the Public Works building to put additional offices on the East end of this building. I have the liability insurance on the way so should get that to you soon but I need you're okay to move forward, have Kates signature that is with Roberta. I'll just use you're okay with an Email.

Morrow County Public Works  
Sandi Pointer  
Management Assistant  
365 W. Hwy 74, P.O. Box 428  
Lexington, OR. 97839  
541-240-1761 Cell Phone  
541-989-9500 Office  
541-989-8352 Fax  
spointer@co.morrow.or.us  
Road,Airport,Waste Management,Parks and General Maintenance

Visit us on the web [www.co.morrow.or.us](http://www.co.morrow.or.us)

Your message is ready to be sent with the following file or link attachments:

Purchase Pre-Authorization Addition to public works building.pdf Scope of Work for addition to Public Works Building).pdf Agenda Sheet 09.06.2017 Addition to Public Works building.pdf Proposal for addition to Public Works building.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



# Purchase Pre-Authorization Request

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

DATE: May 5, 1994

RE: Purchasing Policy

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

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

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500

Department: Morrow County Public Works Date: 09/06/2017

Purchase Amount: 150,000.00 Budget Line: 101199-540-4410

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

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

**Description:**

This is for the additional to the Public Works building in Lexington. This was approved at budget hearing in late April 2017. Addition of 44X30 addition the Plans and specification include, White vinyl windows insulated doors, 2 ft. over hang with 4/12 truss roof matching existing roof, interior 2X4 walls, primed hollow core doors, two additional offices with additional ADA restroom and area for break and conference room.

[Signature]  
Finance Director signature

[Signature]  
Department signature

\_\_\_\_\_  
Board of Commissioners

\_\_\_\_\_  
Date

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

Finance Department (Signed Original)  Department (Copy for file)

BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1:

Using the already contracted Building General Contractor, Wilson Construction Services LLC. Will provide him with a scope at time of construction.

Quote/Proposal 2:

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]*

Staff Recommendation:

WILSON CONST. SERVICES LLC  
 CCB109550 POBox 626  
 Rod Wilson Heppner OR  
 541-314-3022

**PROPOSAL**

PROPOSAL NO.	1
SHEET NO.	1
DATE	5-5-17

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME MCPW	ADDRESS 365 W Hwy 74
ADDRESS 365 W Hwy 74	CITY, STATE Lexington OK
CITY, STATE Lexington OK	DATE OF PLANS
PHONE NO. 541-989-9500	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of a 44x30 addition to the Public Works Office in Lexington Ore. Rough design plans and a specification of materials list are provide with this estimate.

Building specs. are subject to changes only by the Public Works Director and can alter design and building cost. The time frame for construction start would be August 2017.

All materials and labor involved would come from Morrow County as much as possible. Permits and fees are included in this estimate. Any additional design fees are not included.

Thank you for this opportunity to work with Morrow County

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

one hundred thousand Dollars (\$ 150,000)

with payments to be as follows Regular payments based on progress

Respectfully submitted Rod Wilson

Per Wilson Const Services LLC

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## **Building Specifications**

### **Exterior**

2X6 walls  
White vinyl windows  
3X6 insulated steel doors (2)  
2 ft. overhang  
Truss roof 4/12  
Match existing roofing  
Hardy plank lap siding

### **Interior**

2X4 walls  
3'X6' primed hollow core doors  
Primed wood windows wraps  
2 coats quality paint  
Light commercial floor coverings  
ADA compliant restroom  
Heating and cooling system

Ductless split zone heating units sized for usage.

## Scope of Work

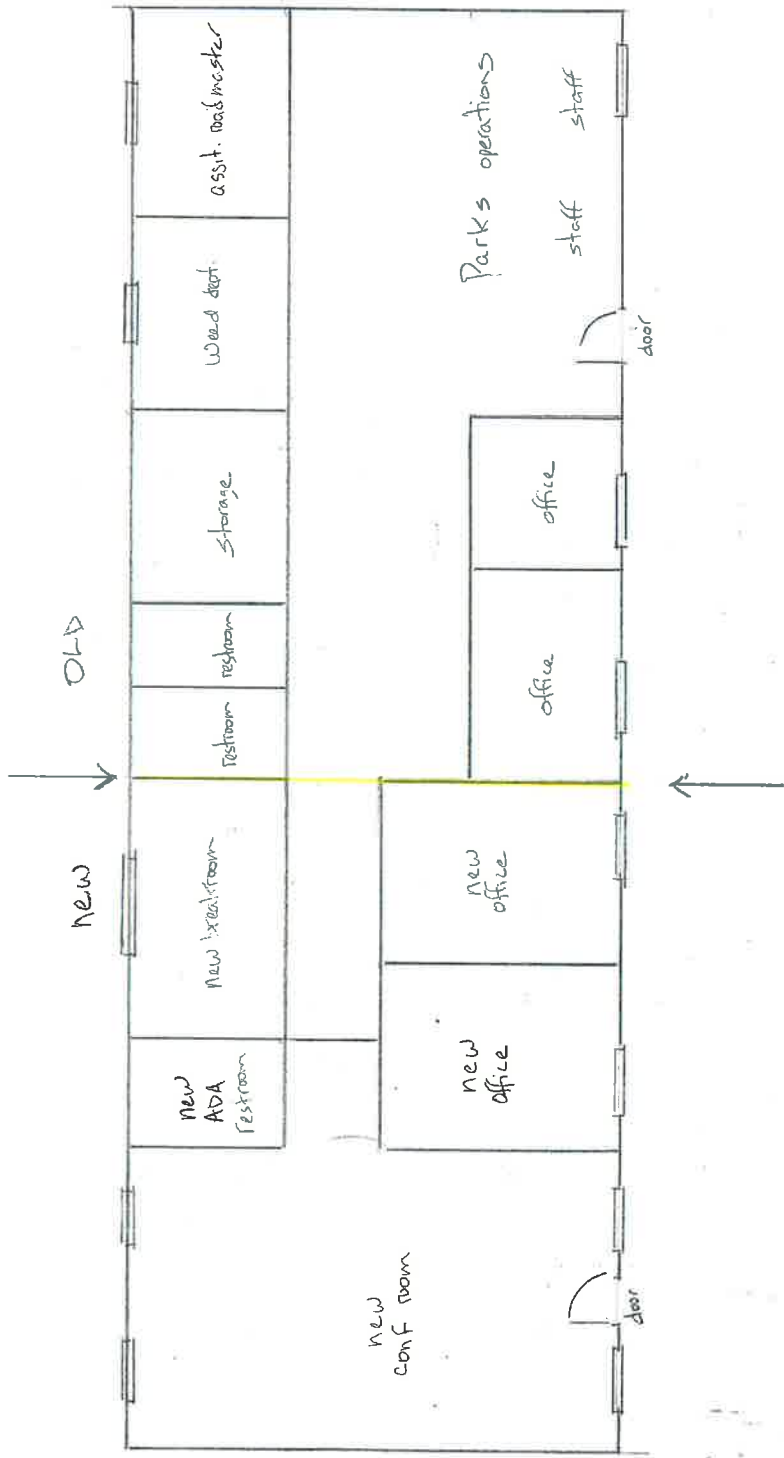
The scope of work to be performed by the General contractor for one (1) County projects. Addition to the Lexington Public Works building of 1,320 Sq. Ft. Services to be provided may include some of, but not limited to, the following:

1. Assist the County with development, planning and execution of the project getting the appropriate permits and following all rules and regulations.
2. Meet with the County and representatives of local, state, and federal agencies as necessary.
3. Materials and equipment, design fees, will come from the County.
4. Building specification listed attached.

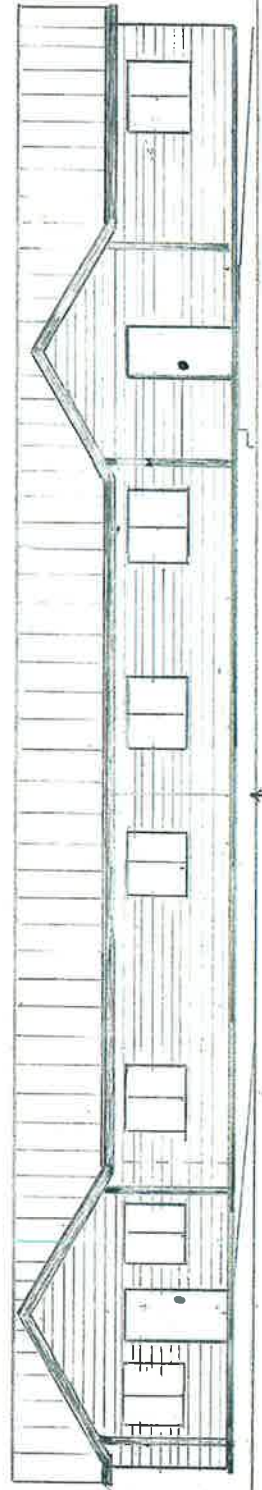
Contractor is not required to, and shall not attempt to personally deal with emergency situations arising on this project. Contractor shall contact any emergency personnel, including medical personnel and law enforcement officers, when in the judgment of the contractor such emergency services become necessary.

The parties acknowledge that the contractor 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 on intent to cancel.

By signing this Agreement, contractor agrees to and does release Morrow County from any liability arising by reason of personal injury suffered by contractor which is not covered by worker's compensation Insurance.



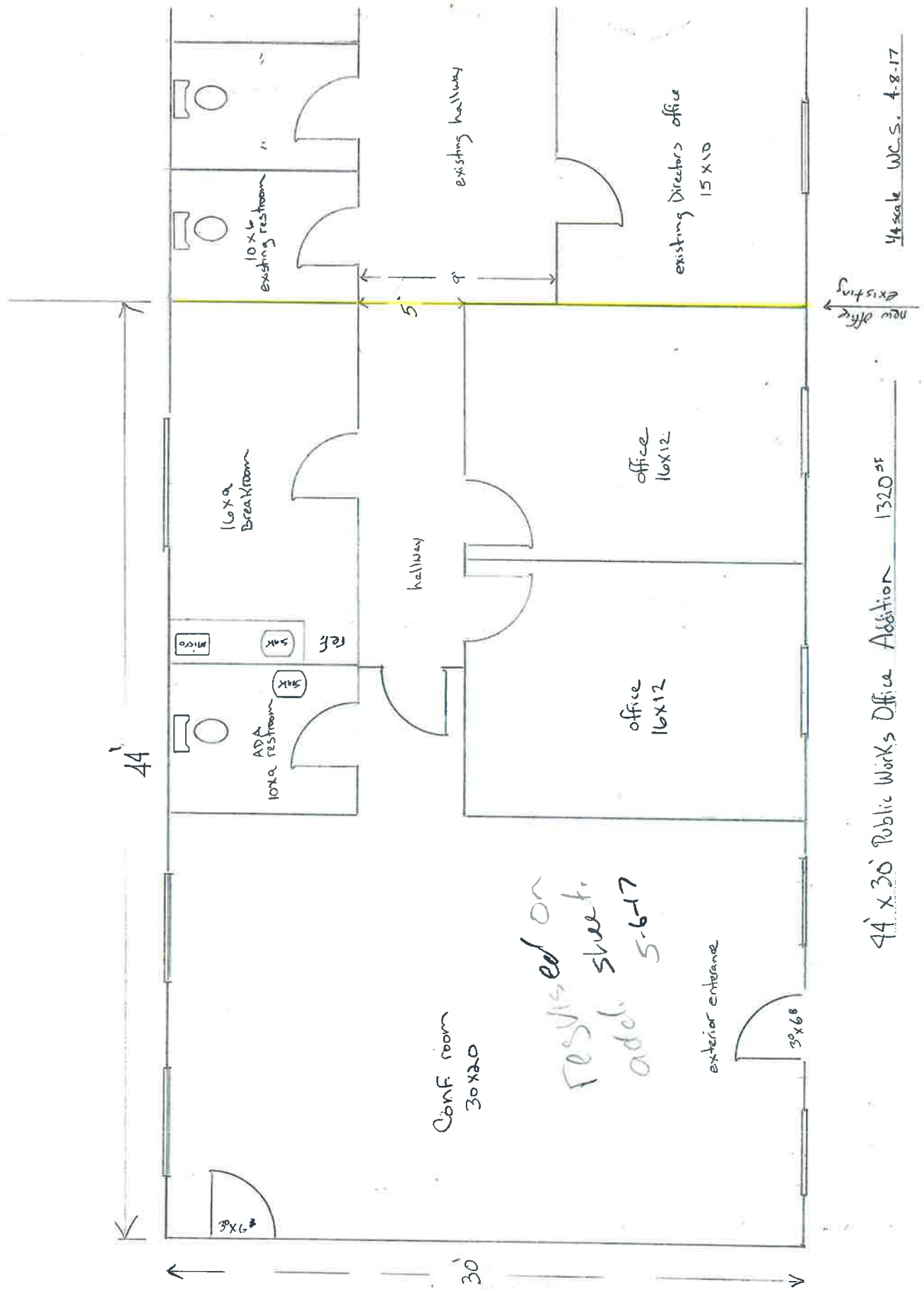
existing space	1530
new space	1320
total space	2850



Marrow County Public Works Office - Lexington Oregon

1/8" scale W.C.S. 4-8-17

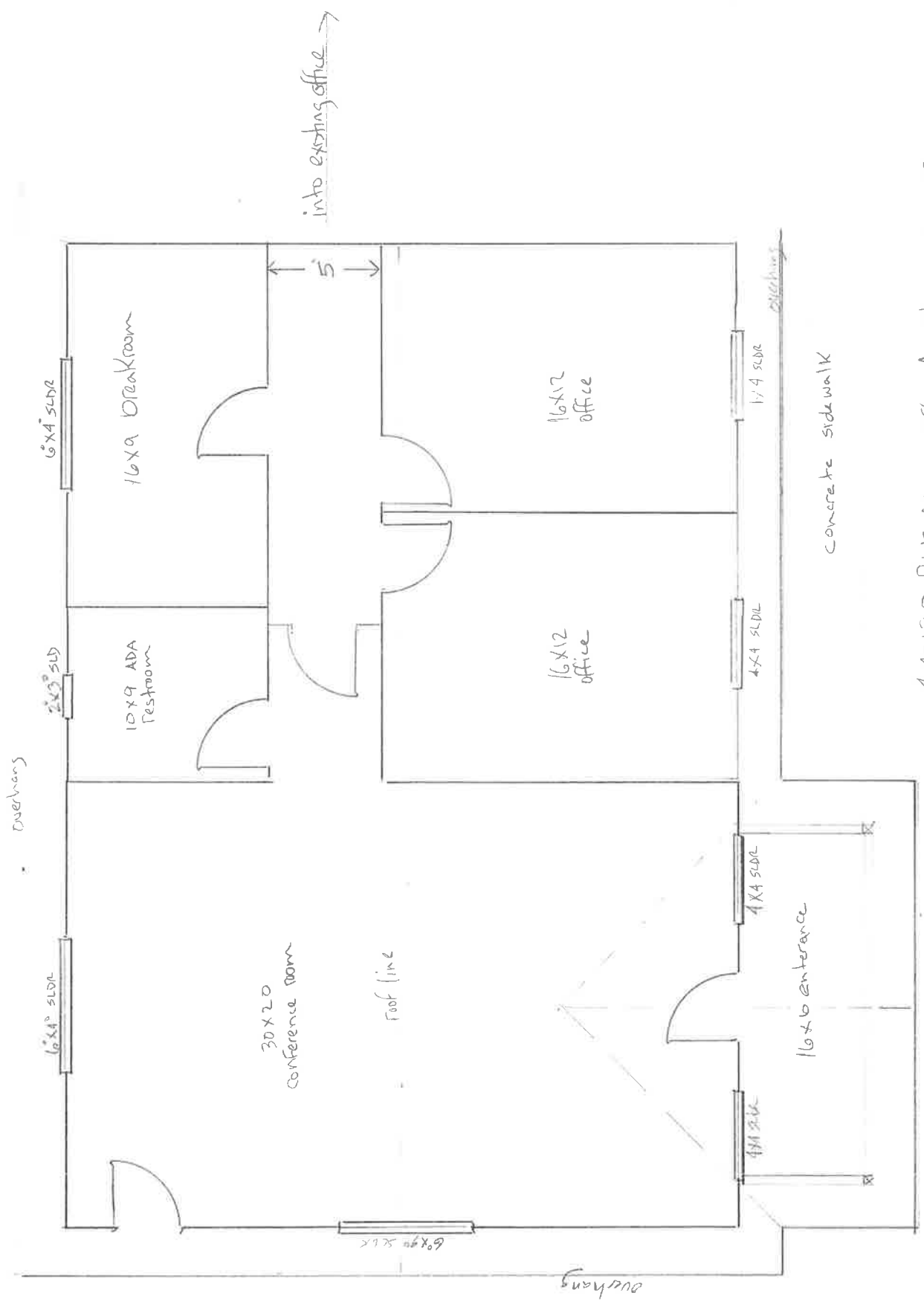




Revised on  
sheet  
add. 5-6-17

44' x 30' Public Works Office Addition 1320 SF

1/4 scale W.C.S. 4-8-17



44x30 Public Works Office Addition 1320 SF Wes 5-1-17

## MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called **County**, and Wilson Construction Services, LLC., 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 the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire five years from the execution of this agreement. 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.

The statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

### 3. Consideration

a. **County** agrees to pay Contractor the hourly rate of \$58.00 per hour for accomplishing the Work required by the various Scopes of Work generated under this Contract. The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be determined on a project by project basis and included in the Scopes of Work to be developed on a project by project basis. Contractor and County agree a written Scope of Work will be approved and signed by County and Contractor prior to start of each project for work required under this Contract.

### 4. Contract Documents.

This contract consists of this Contract.

### 5. Independent Contractor; Responsibility for Taxes and Withholding

a. Contractor shall perform required Work as an independent contractor. Although **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, **County** cannot and will not control the means or manner of 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 **County**, as those terms is used in ORS 30.265.

Due 2021 -

RECEIVED MAR 18 2016

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, and (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 product of Contractor that results from this Contract ("the Work Product") are the exclusive property of **County**. **County** and Contractor intend that such Work Product be deemed "works made for hire" of which **County** shall be deemed the author. If for any reason the Work Product is 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. Terminations**

- a) Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b) County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days notice to Contractor.
- c) County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d) Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e) Remedies in the event of termination pursuant to Sections 13.a,13.b,13.c (i), 13,c (ii) or 13.d, 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 amount paid and any claim(s) which state has against contractor. If previous amounts paid to contractor exceed the amount due to contractor under this subsection, contractor shall pay any excess to county upon demand. In the event of termination pursuant to section 13.c (iii) or 13.c (iv), county shall have any remedy available to it in lay or equity. If it is determined for any reason the contractor was not in default under Section 13.c (iv), the rights and obligations of the parties shall be the same as it the contract was terminated pursuant to section 13.b.
- f) Contractors tender upon termination upon receiving a notice of termination of this contract, contractor shall immediately cease all activities under this contract, unless county expressly directs otherwise in such notice of termination, upon termination of this contract, contractor shall deliver to county all documents , information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon county request, contractor shall surrender to anyone county designates, all documents, research or objects or other tangible things needed to complete the work.

**14. Limitation of Liabilities.**

**EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.**

**15. Records Maintenance; Access.**

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that **County** and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such 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 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 this Contract, whichever date is later.

**16. Compliance with Applicable Law.**

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of 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 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **County's** performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

**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 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

**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 such cause was beyond, respectively, **County's** or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove 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 contract.

**19. Survival.**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

**20. Time is of the Essence.**

Contractor agrees that time is of the essence under this Contract.

**21. Notice.**

Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or **County** at the address or 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 Section 21. 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. To be effective against **County**, such facsimile transmission must be confirmed by telephone notice to **County's** Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**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 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 contract did not contain the particular term or provision held to be invalid.

**23. Counterparts.**

This Contract 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 the Contract so executed shall constitute an original.

**24. County Counsel Approval.**

County Counsel approval is required before any work may begin under this Contract or an amendment to this Contract.

**25. Disclosure of Social Security Number.**

Contractor must provide Contractor's Social Security number unless Contractor provides a federal 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 provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**26. Governing Law, Venue, Consent to Jurisdiction.**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between **County** (and/or any other **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 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. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**27. Merger.**

This contract and attached exhibits 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 Contract. No waiver, consent, modification or 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 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of **County** to enforce any provision of this Contract shall not constitute a waiver by **County** of that or any other provision.



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

---

**CONTRACTOR DATA AND CERTIFICATION**

**Name (tax filing):** Wilson Construction Services, LLC

**Address:** P.O. Box 626, Heppner, OR. 97836

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

**Business Designation (check one):**

Corporation  Partnership  Limited Partnership  Limited Liability

Company

Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_

\_\_\_\_\_ |  
**Federal Tax ID#:**

**or SSN#:** \_\_\_\_\_

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup 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 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 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 violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTOR**

Wilson Construction Services, LLC

By: Rod Wilson Title: owner Date: 3-14-16

Facsimile number: \_\_\_\_\_ Phone number: 541-314-3022

**COUNTY**

**MORROW COUNTY COURT**

ATTEST:

Bobbi Childers by  
Theresa Crawford  
Deputy Clerk

County Clerk



Date: MARCH 9, 2016

Terry K. Tallman  
Terry K. Tallman, County Judge

APPROVED AS TO FORM:

[Signature]  
County Counsel

Leann Rea  
Leann Rea, Commissioner

Don Russell  
Don Russell, Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Wheatland Insurance Center Inc PO Box 755 294 N Main Heppner OR 97836	<b>CONTACT NAME:</b> Danielle Eberhardt <b>PHONE (A/C, No, Ext):</b> (541)676-9113 <b>E-MAIL ADDRESS:</b> danielle@wici.net	<b>FAX (A/C, No):</b> (541)276-7688
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Wilson Construction Services LLC PO Box 626 Rod Wilson Heppner OR 97836	<b>INSURER A:</b> Security National Ins Co	<b>NAIC #</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1783103085      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				10/16/2016	10/16/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  For Informational Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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

Item #
62

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

Staff Contact: Burke O'Brien / Matt Scrivner
Department: Public Works / Road
Person Attending BOC Meeting (REQUIRED): Burke O'Brien / Matt Scrivner
Short Title of Agenda Item: Purchase Pre-Authorization of De-icer tank and application system

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 9-6-17

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: Purchase authorization

N/A
For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: 202-220-5-40-4402
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Handwritten signatures and dates for Burke O'Brien (8/30/17), Admin. Officer (9/5/17), County Counsel, Finance Office (8/30/17), 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 2)

1. TITLE OF AGENDA ITEM: Purchase Pre-Authorization of De-icer tank and application system
2. ISSUES, BACKGROUND, AND DISCUSSION: Need to replace the existing tank and application system we are currently using, as this is a tank and system that was originally purchased in 1995 as the herbicide application system. Modifications were made to apply Mag-Chloride when the herbicide application system was upgraded. The new system will allow 125 gallons more capacity reducing return trips to fill locations, have a modern Raven control system and Side lane spray booms to allow us to be more efficient at treating turn lanes on Bombing Range, Wilson and Tower road.
3. OPTIONS: N/A
4. FISCAL IMPACT: \$ 9,850.00
5. STAFF RECOMMENDATIONS: Authorization of purchase
6. SUGGESTED ACTION(S) / MOTION(S): Approval

- 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      |
| <input type="checkbox"/> Other _____                            |  |





# Purchase Pre-Authorization Request

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

DATE: August 28, 2017

RE: Purchasing Policy

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

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

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

Staff Contact: Burke O'Brien / Matt Scrivner

Phone Number: 541-989-9500

Department: Public Works / Road

Date: 8/28/2017

Purchase Amount: \$ 9,850.00

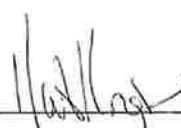
Budget Line: 202-220-5-40-4402


Is the purchase a "public improvement?"  No

Yes, Address ORS 279C

Does the purchase amount exceed \$10,000?  No

Yes, See Page 2 Description:

  
\_\_\_\_\_  
Finance Director signature

  
\_\_\_\_\_  
Department signature

\_\_\_\_\_  
Board of Commissioners

8/28/2017  
Date

Original or copies of signed contract should be sent to the following:  
 Finance Department (Signed Original)  Department (Copy for file)  
 BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1: Utility Truck and Equipment: Supply one skid mount 525 gallon poly tank with 80 gpm Honda pump, all fittings and hoses, Raven #SCS303 controller. Side lane spray boom, installation and testing and tie down kit to be installed on 2007 Ford F450. (\$9,850.00)

Quote/Proposal 2:

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)] Staff Recommendation: Authorize purchase of new De-icer setup.*



7350 S. EISENMAN ROAD  
 BOISE, IDAHO 83716  
 PHONE 208-384-5242  
 FAX 208-336-8068  
 WEB WWW.utilityboise.com

QUOTE FOR:

DATE: 1/13/2017

**MORROW COUNTY ROAD DEPT.**  
**P.O. BOX 428**  
**LEXINGTON, OR. 97839**

Revised for 525 gallon tank 1-27  
 2017  
 6-14-2017 pricing is still good!  
 8-17-17 revised installation charge

Attention: BUZZ WAINWRIGHT  
 Phone #: 541-989-8211  
 Fax #: 541-989-8352  
 CELL 541-240-1789

e-mail [mcshop@co.morrow.or.us](mailto:mcshop@co.morrow.or.us)

\*\*\*\*\*  
 CHASSIS MAKE MODEL C.A. OTHER  
 DATA FORD F550 60" DUALY WITH 107" FLATBED  
 \*\*\*\*\*

QTY:	DESCRIPTION OF ITEMS	PRICE EACH:	PRICE TOTAL
1	SUPPLY "ONLY" MONROE ALL SEASON 80 GPM GAS DRIVEN SPRAY UNIT INCLUDING THE FOLLOWING: SKID MOUNTED 325 GALLON POLY TANK SLIDE IN, STAINLESS STEEL SKID ASSEMBLY TILTED TO THE REAR FOR MAXIMUM CLEAN OUT--POWDER COATED BLACK 80 GPM 5.5HP HONDA ENGINE DRIVEN PRODUCT PUMP ALL NECESSARY BRACKETS, VALVES FITTINGS AND HOSE FOR SPRAYER OPERATION "Y" STYLE LINE STRAINER WITH 20 MESH SCREEN RAVEN # SCS 303 OPEN LOOP IN-CAB CONTROLLER MASTER SWITCH --- INCREASE/DECREASE TOGGLE TRANSDUCER WITH PRESSURE GAUGE (3) LANE SWITCHES AND WIRE HARNESS MOTORIZED, BUTTERFLY, FLOW CONTROL VALVE MOTORIZED, BALL VALVE FOR THE BOOM CONTROL 304 STAINLESS STEEL SPRAY BOOM WITH (8) THREE GPM NOZZLES---SINGLE CENTER LANE STD. ALL MILD STEEL ITEMS ARE POWDER COATED BLACK ALL THE ABOVE UNINSTALLED F.O.B. BOISE...	7,350.00	\$7,350.00
	<u>OPTIONS TO BE ADDED TO BASE PRICE IF SELECTED:</u>		
1	SIDE LANE SPRAY BOOM WITH ELECTRIC ON/OFF VALVE...	ADD \$ 485.00	\$485.00
1	525 GALLON TANK IN LIEU OF 325 GALLON....	ADD \$ 700.00	\$700.00
0	SPRING REWIND HOSE REEL WITH 50FT. OF HOSE AND SPRAY WAND...	ADD \$ 850.00	\$0.00
1	TIE DOWN KIT (4) BINDERS WITH CHANS....	ADD \$ 190.00	\$190.00
1	LOCAL INSTALLATION AND TESTING. INCLUDES AUX. BATTERY FOR THE SPRAY SYSTEM ENGINE....	ADD \$ 1,125.00	\$1,125.00



ALLOW APPROXIMATELY 90 DAYS FOR SHIPMENT ARO....  
FREIGHT IS FIGURED WITH OUR STOCK MONROE LOADS!!!!

\$0.00  
\$0.00  
\$0.00  
\$0.00

TERMS: NET DUE ON INVOICE. CREDIT CARD PURCHASES ADD 3%!

Remarks:

	SUBTOTAL:	\$9,850.00
	2 F.E.T	\$0.00
Sales Taxable? OTHER		
1=Yes	2 SALES TAX	\$0.00
2=No	TOTAL	\$9,850.00

ACCEPTED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
P.O. # \_\_\_\_\_

UTILITY TRUCK EQUIP. SALES  
e-mail allang@utilityboise.com  
BY: ALLAN GROTE

TERMS: NET AT DELIVERY



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

- 
1. TITLE OF AGENDA ITEM: Purchase Pre-Authorization of Pickup plow
  2. ISSUES, BACKGROUND, AND DISCUSSION: The current 2 wheel drive 1999 pickup that is being used as a De-icer pickup has engine failure and is being replaced by a 2007 4 wheel drive F-450 pickup. The new pickup being 4 wheel drive will allow us to install a plow on the de-icer pickup to more efficient in winter operations.
  3. OPTIONS: N/A
  4. FISCAL IMPACT: \$ 8,795.00
  5. STAFF RECOMMENDATIONS: Authorization of purchase
  6. SUGGESTED ACTION(S) / MOTION(S): Approval

- 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      |
| <input type="checkbox"/> Other _____                            |  |



# Purchase Pre-Authorization Request

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

DATE: August 28, 2017

RE: Purchasing Policy

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

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

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

Staff Contact: Burke O'Brien / Matt Scrivner

Phone Number: 541-989-9500

Department: Public Works / Road

Date: 8/28/2017

Purchase Amount: \$ 8,795.00

Budget Line: 202-220-5-40-4402

Is the purchase a "public improvement?"  No

Yes, Address ORS 279C

Does the purchase amount exceed \$10,000?  No

Yes, See Page 2 Description.

Finance Director signature

Department signature

8/28/2017

Board of Commissioners

Date

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

Finance Department (Signed Original)  Department (Copy for file)

BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

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**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1: Utility Truck and Equipment: Supply one 9'6" steel vee blade with disc shoe kit, wing extensions, snow deflector and installation on 2007 Ford F-450 pickup.

Quote/Proposal 2:

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)] Staff Recommendation: Authorize purchase of new Western MVP3 vee plow.*



**CLICK ON LINK BELOW TO VISIT WESTERN PLOW WEBSITE**

<http://www.westernplows.com>

**TERMS: NET DUE ON INVOICE. CREDIT CARD PURCHASES ADD 3%!**

\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

Remarks:

SUBTOTAL:

\$8,795.00

F.E.T

Sales Taxable? OTHER

1=Yes

2=No

2 SALES TAX

TOTAL

0.00

\$8,795.00

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

P.O. # \_\_\_\_\_

**TERMS: NET AT DELIVERY**

**UTILITY TRUCK EQUIP. SALES**

e-mail [allang@utilityboise.com](mailto:allang@utilityboise.com)

BY: **ALLAN GROTE**

Item #  
7a

September 6, 2017

Metro Procurement Services  
Attn: Julie Hoffman RFP 3355  
600 N.E. Grand Avenue  
Portland, OR 97323-2736

To Whom It May Concern,

Morrow County is writing this letter of recommendation for Finley Buttes Landfill for the attached bid to receive up to 500,000 tons of Metro municipal solid waste.

Accepting Portland Metro MSW into Finley Buttes would have a positive impact for Morrow County. This action would create additional family wage jobs at the site. It would also increase revenue for the County. It has been conveyed to us that accepting Metro MSW would still allow for over 100 years of solid waste disposal capacity at the Finley Buttes Site.

Finley Buttes Landfill has been a noteworthy partner to Morrow County and its residents for 27 years. They support our County Fair, our museums, numerous local service organizations and school programs.

Finley Buttes Landfill also operates a landfill-gas-to-energy plant. In 2016, the plant generated enough kilowatt-hours of energy to power the equivalent of 3,000 homes. In addition to this, landfill gas heat is transferred next door to a dehydration plant and is used to dry onions.

Morrow County encourages Metro to consider Finley Buttes Landfill's bid to receive Metro MSW.

Please do not hesitate to contact the Morrow County Board of Commissioners should you have any questions or require any additional information.

Sincerely,

Melissa Lindsay  
Chair

Don Russell  
Commissioner

Jim Doherty  
Commissioner



September 6, 2017

The Board of Cowlitz County Commissioners  
207 4<sup>th</sup> Avenue North, Room 305  
Kelso, WA 98626

Re: Waste Connections, Inc. and Headquarters Landfill

Dear Board of Cowlitz County Commissioners,

Morrow County is writing this letter of recommendation for Waste Connections, Inc. as the business partner for the Headquarters Landfill Request for Qualifications.

Waste Connections has been a noteworthy partner to Morrow County and its residents for nearly 27 years. During that time, they have exhibited excellent customer service, community involvement and employee safety.

Waste Connections has shown its community involvement through support of our County Fair, our museums, numerous local service organizations and school programs.

Waste Connections has an excellent safety record. They have operated a landfill near Boardman, Oregon in Morrow County since 1998. This site recently celebrated one-year incident free, and since its inception in 1990 has had no fatalities.

Morrow County encourages The Board of Cowlitz County Commissioners to consider Waste Connections, Inc. as a business partner for the Headquarters Landfill RFQ.

Please do not hesitate to contact the Morrow County Board of Commissioners should you have any questions or require any additional information.

Sincerely,

Melissa Lindsay  
Chair

Don Russell  
Commissioner

Jim Doherty  
Commissioner



P.O. BOX 61726  
VANCOUVER, WA 98666  
503/288-7844 • 360/695-4858  
FAX 360/695-5091

---

August 17, 2017

Board of Commissioners  
Morrow County  
Heppner, Oregon 97836

Subject: Portland Metro MSW

Dear Board of Commissioners:

Finley Buttes Landfill is pleased to work with Morrow County as a valued partner in our solid waste disposal operations. Your continued support of our business over the last 27 years has been significant to us and Morrow County.

Finley Buttes Landfill recently completed a Request for Qualifications for up to 500,000 tons per year of Municipal Solid Waste (MSW) from two Portland Metro Transfer Stations which would begin January 1, 2020. We were subsequently chosen as an approved disposal site. The Request for Proposals will begin this fall for a 10-year contract with two five-year extensions. We plan on submitting a bid for 500,000 tons per year.

Accepting Portland Metro MSW into Finley Buttes Landfill would positively impact Morrow County in a variety of ways. First, there would be 10-12 full-time jobs to fill at the landfill to handle the additional volume. Second, there would be a significant increase in revenue for Morrow County. Lastly, with the additional volume, the landfill will still contain over 100 years of solid waste disposal capacity.

A portion of the selection criteria that Metro will consider is the support of local officials. If it pleases the Board of Commissioners, we would like to request a letter addressed to Metro from the Board in support of Finley Buttes Landfill receiving Metro MSW. We can provide any information necessary to assist in drafting a letter. If the Board would like to submit a letter, it will need to be delivered to Metro before September 12, 2017. We appreciate your consideration.

Please do not hesitate to contact me at 541-965-1339 or [KevinG@wcnx.org](mailto:KevinG@wcnx.org) if you would like to discuss in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Green", is written over a horizontal line.

Kevin Green  
District Manager  
Finley Buttes Landfill Company

cc: Dean Large, Finley Buttes Landfill Company  
Commissioner Melissa Lindsay, Morrow County  
Commissioner Don Russell, Morrow County  
Commissioner Jim Doherty, Morrow County

Good morning, Roberta.

On an unrelated, but similar, note...would the Board of Commissioners be willing to write another letter for Waste Connections? We are bidding on a landfill in the region and they are requesting a Letter of Recommendation. Similarly to the Metro letter, this letter could highlight our strong relationship with Morrow County, community involvement, going "above and beyond", etc.

Please let me know what I can do to help if this is a possibility. There is a relatively tight turnaround on this. They would like a letter by September 6.

Thank you and I appreciate the Board's consideration.

**Kevin Green** | District Manager  
**Wasco County Landfill**  
**Finley Buttes Regional Landfill**  
2550 Steele Rd. The Dalles, OR 97058  
Mobile: 541-965-1339





**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov

*I emailed to  
Burke and  
the B.O.C  
No expressed desire  
to comment to date.  
js*

July 25, 2017

Jerry Sorte  
Administrative Office  
Morrow County  
PO Box 788  
Heppner, OR 97836

Dear Jerry:

I want to inform you of an upcoming effort by Metro to procure new landfill disposal and waste transportation services for the greater Portland area that may impact your county.

Metro is preparing to solicit proposals for the disposal and transport of garbage from our two publicly-owned transfer stations in Portland and in Oregon City. Currently, this waste is shipped by truck to Columbia Ridge Landfill in Gilliam County. This will be the first time since 1989 that Metro has solicited for disposal services and the first time since 2008 for transport services.

Our goal is to select firms for the next decade that best balance cost with environmental, social, and operational excellence. We have not issued requests for proposals (RFP) yet, but will make drafts available for public comment beginning in mid-August. Public input will inform the final RFPs, which will be released before the end of the year.

In June we solicited requests for qualification for landfills wishing to be considered for our next disposal contract. Four landfills submitted responses, and all met our requirements of having 30 years or greater capacity for the Portland area's garbage and the expectation of having the ability to convert landfill gas to energy (either fuels or electricity) in place by January 1, 2020, when our new contracts will take effect. The following four landfills qualified to propose:

1. Columbia Ridge Landfill, Gilliam County, Oregon
2. Finley Buttes Landfill, Morrow County, Oregon
3. Roosevelt Regional Landfill, Klickitat County, Washington
4. Wasco County Landfill, Wasco County, Oregon

Your County hosts one of these landfills, and we would like to give you an advance opportunity to ask questions or provide comments, prior to Metro's official public comment period ending in October. Please let me know if you or your staff would like to meet with me to discuss these procurements and address any questions or concerns you may have.

Sincerely,

Will Elder  
Senior Solid Waste Operations Planner  
503.797.1581 | will.elder@oregonmetro.gov

## Roberta Lutcher

---

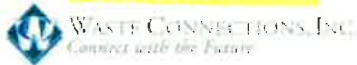
**From:** Kevin Green <KevinG@WasteConnections.com>  
**Sent:** Wednesday, August 30, 2017 2:36 PM  
**To:** Roberta Lutcher; Sandra Pointer  
**Subject:** FW: Follow up on Metro transport and disposal RFPs  
**Attachments:** Letter to Counties 3 KR 20170724-Morrow.docx

Hi Roberta and Sandi,

Please see below. Metro has not heard back from Morrow County yet regarding procurement for Metro MSW. Can you reach out to Will at your earliest convenience?

Thank you,

**Kevin Green** | District Manager  
**Wasco County Landfill**  
**Finley Buttes Regional Landfill**  
2550 Steele Rd. The Dalles, OR 97058  
Mobile: 541-965-1339



---

**From:** Eric Merrill  
**Sent:** Wednesday, August 30, 2017 10:37 AM  
**To:** Kevin Green  
**Cc:** Jason Hudson  
**Subject:** Fwd: Follow up on Metro transport and disposal RFPs

Thanks

Eric

Begin forwarded message:

**From:** Will Elder <[Will.Elder@oregonmetro.gov](mailto:Will.Elder@oregonmetro.gov)>  
**Date:** August 30, 2017 at 10:15:35 AM PDT  
**To:** Eric Merrill <[EricMe@WasteConnections.com](mailto:EricMe@WasteConnections.com)>, Jason Hudson <[JasonH@WasteConnections.com](mailto:JasonH@WasteConnections.com)>  
**Subject:** FW: Follow up on Metro transport and disposal RFPs

Good morning Jason and Eric,

I'm hoping you can help connect me with someone at Morrow County. I sent a letter to the city administrator and then followed up with an email about the public comment period.

The other three Counties have all wanted to discuss the procurement and while I'm fine if Morrow Counties doesn't have any comments, I'd like to confirm that.

I'm also attaching the letter I sent. Perhaps you can forward this to one of your contacts with the County or put them in touch with me.

They have a Commission Session on 9/6 that I'd be happy to attend if they like to talk with me.

Best,

Will Elder  
Senior Solid Waste Operations Planner  
Property and Environmental Services  
Metro  
600 NE Grand Avenue  
Portland, Oregon 97232-2736  
503.797.1581 Phone  
503.797.1795 Fax

---

**From:** Will Elder  
**Sent:** Thursday, August 17, 2017 9:27 AM  
**To:** 'gsorte@co.morrow.or.us'  
**Subject:** Follow up on Metro transport and disposal RFPs

Good morning,

I wanted to follow up on a letter sent to you July 25, 2017 regarding Finley Buttes successfully qualifying to propose for Metro's RFP for disposal service for its public transfer station.

In the letter I offered to meet and discuss the project and answer any questions you might have.

We have posted draft's of the RFPs for public comment through September 12, 2017.  
[www.oregonmetro.gov/disposalandtransport](http://www.oregonmetro.gov/disposalandtransport)

Please let me know if you have any questions or would like to meet and discuss.

Best,

Will Elder  
Senior Solid Waste Operations Planner  
Property and Environmental Services  
Metro  
600 NE Grand Avenue  
Portland, Oregon 97232-2736  
503.797.1581 Phone  
503.797.1795 Fax



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

Item #
76

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

Staff Contact: Sandi Pointer
Department: Public Works – Road Dept.
Person Attending BOC Meeting (REQUIRED): Sandi Pointer

Phone Number (Ext): 541-989-9500
Requested Agenda Date: September 06.2017

Short Title of Agenda Item:

Janitorial Discussion

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other: [X]

[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:

8.23.2017 Department Head Required for all BOC meetings
9/5/17 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 3)

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1. TITLE OF AGENDA ITEM: **Janitorial Discussion**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**In the beginning of August, I had solicited Request for Qualifications for Janitorial Services Contractor. As our current contractor contract had ended. August 14<sup>th</sup> a panel consisting of five individuals reviewed and discussed the two proposals. The proposal favorable to the committee was Patriot Building and Grounds Maintenance.**

3. OPTIONS:

**Visiting with the staff of the favorable proposal, I was able to keep the current schedule as with being a public building it is important to keep clean free of debris and run a County Government. Keeping with the original proposed amount and dropping the \$9,360.00 a year of the office/cubical trash helps a significant amount. Following is attached listing of each individual building and what offices cleaned in each, As Chair Lindsay requested. You will also see MC Facilities being serviced on the duties that are provided. Included is the trash can and shredders that are being serviced. The interims are emptying shredders at the request of the Departments and the Request for Proposals DO NOT require being dumped by janitors so when we go full with a contractor the individual department will need to dispose of their own shredders in a community trash can or**



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 3 of 3)

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other secured trash can. With sensitive/confidential material shredders should be dumped by the dept.

You will also find a contract for your review.

4. FISCAL IMPACT:

Health standards and public safety is important to have clean buildings and presentation is important.

Not acceptable. I honestly wouldn't think one can keep up. Additional staff I think would be more issues.

5. STAFF RECOMMENDATIONS:

After the review on August 23, 2017 Public Works recommends a discussion for the bid for \$90,336.00 at

the reduced rate of \$9,360.00 for the individual staff garbage's. Which General Maintenance or staff can be in charge of their individual trash cans.

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

Discussion.

- 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 _____                            |   |

#### 4.0 Fee Schedule with Collective trash Agreement

Upper Bartholomew Building, Heppner	3 times a week	Monthly - \$855.00
Courthouse, Heppner	4 times a week	Monthly - \$2,343.67
Airport, Lexington	1 time a week	Monthly - \$116.67
Sheriff & EMC, Heppner	3 times a week	Monthly - \$1,764.00
Public Works, Lexington	1 time a week	Monthly - \$376.67
Lower Bartholomew Building, Heppner	3 times a week	Monthly - \$855.00
Sheriff, Boardman	1 time a week	Monthly - \$116.67
Health Building, Boardman	2 times a week	Monthly - \$661.67
Annex, Irrigon	2 times a week	Monthly - \$327.00
Emergency Management, Irrigon	1 time a week	Monthly - \$111.67

Monthly Total = \$7,528.00

Annual Total = \$90,336.00

#### 4.0 Fee Schedule Without Collective trash Agreement

Upper Bartholomew Building, Heppner	3 times a week	Monthly - \$985.00
Courthouse, Heppner	4 times a week	Monthly - \$2551.67
Airport, Lexington	1 time a week	Monthly - \$116.67
Sheriff & EMC, Heppner	3 times a week	Monthly - \$1920.00
Public Works, Lexington	1 time a week	Monthly - \$376.67
Lower Bartholomew Building, Heppner	3 times a week	Monthly - \$985.00
Sheriff, Boardman	1 time a week	Monthly - \$116.67
Health Building, Boardman	2 times a week	Monthly - \$748.00
Annex, Irrigon	2 times a week	Monthly - \$396.67
Emergency Management, Irrigon	1 time a week	Monthly - \$111.67

Monthly Total = \$8308.00

Annual Total = \$99,696.00

### **Trash cans and Shredders currently being serviced**

Heppner Courthouse – 15 community cans, 29 employee cans, 3 paper shredders

4 times a week

Bartholomew Building – 23 Community cans, 26 employee cans, 1 paper shredder

3 times a week

Heppner SO/EMC – 13 Community cans, 16 employee cans, No shredders

3 times a week

Irrigon Annex – 8 Community cans, 11 employee cans, 6 paper shredders

2 times a week

Boardman Health Department – 14 Community cans, 9 Employee cans

2 times a week

Irrigon SO – 8 Community Cans, 1 employee can

Once a week

Boardman SO – 4 Community cans, No employee cans

Once a week

Lexington Airport – 4 Community cans, No Employee cans

Once a week

Lexington Public works – 5 Community cans, 7 Employee cans

Once a week

Morrow county currently is asking to have 202 trash cans and paper shredders emptied. These cans are emptied each time we clean the facility. Since five of the largest facilities have multiple weekly cleaning days, trash cans and paper shredders are emptied 550 times per week or 2383 times per month.

Employee trash cans are considered all trash cans located at a work station. Community trash cans are trash cans located in lobbies, bathrooms, break rooms, copy rooms, and hallways.

If employees were responsible for emptying their trash cans and Patriot BGM was responsible for all community trash cans, it would reduce Patriots need to empty 317 trash cans per week or 1,373 trash cans per month.

With that said, I believe there may be a misconception that the price is directly related to the number of trash cans and paper shredders. That is not exactly the case. It is based on the time it takes to empty the trash. Most community trash cans are located out in the open and most employee trash cans are located under their desks. While it is easy to reach under your desk to grab your trash while sitting, it takes more time to pull the chair out, squat down and remove the trash can. In many cases, employees

miss the trash with their garbage and it end up beside or behind the can. In these cases, we have to get on our hands and knees and crawl under the desk for the trash. While we understand that it is our job to clean this up and we don't mind doing it, it does take time when you multiply it by several times per facility cleaning.

Hopefully, this helps explain how placing Collective trash cans and having employees dump their own trash into these larger receptacles can quantify into a \$780.00 per month savings on your cleaning service. That price was not developed based on the number of trash cans we are emptying, it was developed based strictly off of the time it takes us to empty them.

The price reduction also did not include placing collective trash cans at all the facilities. All of your facilities that we service once a week are relatively small with limited trash cans and did not show any real time/cost savings by switching to this process.

## MC Facilities Being Serviced

### Heppner Courthouse

- 4 cleanings a week
- 2 stories and a basement
- High traffic facility
- 5 bathrooms, 1 break room and a kitchenette with tables/counters to be cleaned/disinfected
- Court room/jury room benches and tables to be cleaned and disinfected
- Upper and lower level hall open area and carpeted stair case to mop and vacuum
- Back foyer
- 11 offices multiple work stations in most offices (not including Rm 102)
- Special cleaning products are used on the hardwood floors
- Stone tiles by clock mechanism have to be cleaned and polished by hand.
- Lots of wood work and stone that needs extra attention for dust and cobwebs
- Bid did not include cleaning the county clerk's office (Rm 102)
- Bid did not include 3 paper shredders that we are emptying anyway

### Bartholomew Building

- 3 cleanings a week
- 2 stories over 11,000 square feet that has to be mopped or vacuumed
- 2 copy rooms counters are cleaned/disinfected
- 2 kitchenettes, and break room with sinks to clean/polish and products to restock. counters to clean/disinfect
- 5 bathrooms with multiple stalls in 4 of them
- 2 exam rooms and a clinic with 4 extra sinks that have to be cleaned/polished, paper towels and soap stocked
- 2 conference rooms, 1 having a sink that that must be cleaned/polished and have soap and towels restocked
- 13 offices, 4 reception areas and 3 lobbies (within the offices)
- 4 drinking fountains
- Lots of interior glass that has to be cleaned on each visit due to fingerprints and smudges
- Bid did not include 2 file rooms that we were asked not to clean
- Bid Did not include 1 paper shredder that we are emptying anyway

### Heppner Sheriff Office/EMC

We were not able to clean in this facility until the background checks came back. MC was not charged for any time we did not clean this facility.

- 3 cleanings a week
- 6 bathrooms, 1 with multiple stalls and 1 with a shower
- 1 conference room
- 2 kitchenettes with sinks that must be cleaned and products restocked
- Squad/break room and fingerprinting/cell area
- 10 offices some with multiple work stations in them some that a larger than a typical office (not including Lt. Ross office)
- 911 call center with 4 work stations
- Call center is operating 24/7 and vacuum must be shut off during all calls.
- Bid did not include cleaning Lt. Ross office.
- 1 lobby and front foyer

- This facility was in bad shape on our first cleaning and took 17 manhours to clean on the first visit

### **Lexington Airport**

- Cleaned once a week
- 1 bathroom with a shower
- Pilots lounge with sink to clean/polish and restock products
- Conference room
- Weekly dusting of cobwebs due to its location

### **Lexington Public Works**

- Cleaned once a week
- 2 shop bathrooms with heavily soiled sinks and walls that have to be scrubbed
- Shop break area (just cleaning microwave and ice machine)
- 2 office bathrooms
- 5 offices and reception area
- Hallway/open area with lots of equipment to work around

### **Boardman Health Department**

- 2 times a week
- 4 Bathrooms
- 1 conference room
- 1 lobby with reception area
- 1 kitchenette
- 3 hallways
- High traffic in most of the building
- All carpeted
- 3 exam rooms
- 8 offices, one with 6 desks in it.
- This facility has 7 sinks not including in the bathrooms and kitchenette that have to be cleaned/polishes and have the products restocked.
- The bathrooms were in very bad shape when we started at this facility. We spent several extra hours working and scrubbing out the buildup in all of the sinks, toilets, and urinal at this facility.

### **Boardman Sheriff's office**

- Cleaned once a week
- All carpeted
- 2 bathrooms and a kitchenette which are shared with the other business in the building
- 2 offices and hallway
- Front foyer that collects a lot of dirt and cobwebs
- Front Lobby that is shared with another business in the building.
- Lobby is typically covered in dirt requiring extra vacuuming every week.

### **Irrigon Sheriff's office**

- Cleaned once a week
- 2 bathrooms
- 2 offices and a large common area
- Front and back foyer
- Trash cans and paper towel dispensers in the bathroom are stainless requiring extra cleaning and metal polish
- Drinking fountain
- Dusting cobwebs off of exterior windows was not part of the bid but we do it anyway due to it looking bad.

### **Irrigon Annex**

- Cleaned twice a week
- Justice Lobby, planning department reception area and 2 hallways
- Court room with a work station that appears to be used daily and a conference table that appears to be used as a break area.
- 2 bathrooms and a kitchenette
- 6 offices, two with multiple work stations and a meeting room.
- High traffic facility
- 6 paper shredders that were not part of the bid but we are emptying them all and cleaning them twice a week.

## JANITORIAL SERVICES CONTRACT

This agreement made as of the \_\_\_\_\_, 2017, by and between Morrow County, a political subdivision of the State of Oregon, (County), and  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXContractor);

WITNESSETH;

That whereas, County requires the performance of janitorial services to maintain proper upkeep and sanitation of County facilities located in Morrow County; and

Whereas, County does not have sufficient personnel currently on staff to perform such duties; and

Whereas, Contractor submitted the acceptable bid offered in response to County's advertised request for bids, which bid of Contractor was accepted;

Whereas, Contractor is in the business of performing such janitorial services for various clients;

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

1. Contractor will perform janitorial and maintenance services, as herein described, at the following locations:
  - a) **Morrow County Courthouse**, 100 S. Court St., Heppner, Oregon: Four Visits a week.
  - b) **Morrow County Upper/Lower Bartholomew Building**, 110 N. Court, Heppner. Three Visits a week.
  - c) **Morrow County Lexington Airport**, 65820 Airport Rd., Lexington, Oregon: Once a week
  - d) **Morrow County Sherriff Office**, 325 Willow View Dr., Heppner, Oregon: Three Visits a week, (Monday, Wednesday, Friday)
  - e) **Morrow County Emergency Management Office**, 325 Willow View Dr., Heppner, Oregon: Twice a week
  - f) **Morrow County Public Works Office and Shop**, 365 West Hwy 74, Lexington, Oregon: Once weekly
  - g) **Morrow County Sherriff Office**, 501 Columbia Ave. NE, Boardman, Oregon: Once a week
  - h) **Morrow County Health Department Building**, 101 Boardman Ave. NW, Boardman, Oregon: Twice a week
  - i) **Morrow County Annex**, 205 NE Third St., Irrigon, Oregon: Twice a week.
  - j) **Morrow County Emergency Management**, 205 NE Third St., Irrigon, Oregon: Once a week.



2. County shall pay to Contractor the following in consideration of Contractor's performance hereof, upon submission by Contractor of a billing in proper form:
- a. **Morrow County Courthouse**, Heppner- \$XXX per visit, 4 visits per week
  - b. **Morrow County Upper/Lower Bartholomew Building**, Heppner- \$XX per visit, 3 visits per week
  - c. **Morrow County Lexington Airport**, Lexington- \$XX per visit, 1 visit per week
  - d. **Morrow County Sheriff Office**, Heppner- \$XX per visit, 3 visits per week
  - e. **Morrow County Emergency Management**, Heppner- \$XX per visit, 3 visits per week.
  - f. **Morrow County Public Works Office and Shop**, -Lexington- \$XX per visit, 1 visit per week
  - g. **Morrow County Sheriff Office**, Boardman- \$XX per visit, 1 visit per week
  - h. **Morrow County Health Department Building** , Boardman- \$XX per visit, 2 visits per week
  - i. **Morrow County Annex**, Irrigon- \$XX per visit, 2 visits per week
  - j. **Morrow County Emergency management**, Irrigon- \$XX per visit, 1 visit per week

3. Contractor shall comply with the following performance standards, instructions, and guidelines:

#### **GENERAL CLEANING**

- A. All Community waste paper shall be gathered, the Community waste paper baskets emptied, and clean liners installed in the baskets; Liners are supplied by the County.
- B. All paper and/or debris shall be gathered from the floor space in hallways, entrances and restrooms; Papers on the floor in offices will be placed on the nearest desk;
- C. Liners shall be used to aid in trash disposal and to keep waste baskets clean; broken liners shall be replaced and soiled waste baskets washed; damaged or excessively soiled baskets shall be replaced by County;
- D. Counters and file cabinets shall be dusted; dusting will be done with standard dusting implements using dust collecting and or attracting sprays, or, where feasible, with a clean damp cloth; **NO** books, files, papers, or other items of office use shall be moved or removed; dusting shall be done without disturbing such objects; high partitions, ledges and moldings shall also be dusted, and this dusting may be done with a clean damp cloth;

- E. Drinking fountains shall be cleaned using a clean cloth or sponge around the drinking area. Standard cleaners will be used along the sides, base or stained fixtures on an “as needed” basis;
- F. Walls and ceilings shall be dusted with dust mops or wands with dust attracting applications; walls and ceilings shall not be cleaned with a cloth or sponge unless heavily soiled as the result of streaking or staining;
- G. Interior windows shall be washed, as needed.
- H. Window blinds shall be thoroughly cleaned of dust or stains; Contractor may remove blinds for washing where feasible;
- I. Storage areas shall be kept neat and tidy.

### **FLOORS**

- A. All non-carpeted floors, including, but not limited to bathrooms, entrances, or hallways, shall be damp-mopped; the mop used shall be kept clean and free of odor and shall not be wet or moist; mop strings shall be removed; streaking along walls, doors, or baseboards shall be immediately cleaned;
- B. All carpeted floors shall be vacuumed; vacuuming shall follow all other dusting and room cleaning operations; vacuum equipment power type shall conform to standard commercial janitorial specifications; vacuuming shall extend at least six inches under desks and completely under open tables; Contractor shall move furniture or wastebaskets prior to vacuuming and shall replace according to usual office arrangement;
- C. Carpets shall be Bonnet cleaned three (3) times per year and deep cleaned one (1) time per year.

### **OFFICES**

- A. All tables, chairs, and other office furniture shall be dusted in accordance with the dusting specifications set forth above;
- B. Office furniture shall be returned to its usual arrangement, whether moved by Contractor for cleaning purposes, or by others;

### **RESTROOMS**

- A. Restroom fixtures and fittings shall be cleaned using standard commercial or household non-abrasive cleaners; attention shall be given to the underside of fixture edges where grime and soap deposits accumulate; the Public Works Management Assistant shall be notified immediately if fixtures or fittings are found to be damaged or soiled beyond cleaning ability; fixtures and fittings include, but are not limited to, sink faucets, spouts, drains, under drains (if

chromed or polished metal), urinal faucets, pipes (chromed or polished metal),toilet handles, soap dispensers and vanity fittings;

- B. Restroom dispensers shall be cleaned and refilled; County supplies the soap for dispensers. Hand towels, toilet paper and seat covers are supplied by the County.
  - C. Restroom walls, partitions and doors shall be spot washed as necessary; disinfectants shall be used around urinals and toilets;
  - D. Restroom mirrors shall be cleaned using standard commercial or household products with a clean cloth or paper;
  - E. Toilet bowls and urinals shall be disinfected, sanitized and deodorized; urinal screens shall be replaced;
4. The Morrow County Public Works Management Assistant is County's representative herein, and is responsible for the administration and supervision of this contract on County's behalf; the office of said Public Works Management Assistant is located at the Public works office. 365 W. Hwy 74, Lexington, OR 97839. 541-989-9500.
5. The term "as directed", as used herein, shall mean at the direction of the review panel, Management Assistant Public Works, Public Works Director, County Clerk, Morrow Administrator and the M.C. Finance Director. The term "as needed", as used herein, shall mean as within the discretion of the Contractor, subject to reasonable request from County.
6. Contract period shall be for a period of **one (1) year**, beginning XXXXXXXXXXXXXXXXXXXXand ending XXXXXXXXXXXXXXXXXXXX, with an option of renewal at that time. Contractor and County agree to a performance review at six (6) months.
7. The parties intend that this contract shall not be subcontracted, and that this contract shall operate as an agreement with an independent contractor as that term is defined in Oregon Revised Statutes Chapter 656. Contractor shall indemnify and hold County harmless in the event of any fine, penalty, or assessment is imposed upon County by reason of application or said ORS Chapter.
8. Contractor shall provide insurance if required by State law.
9. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of 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 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

- 10. In the event of suit or action to enforce the terms of this agreement, or any of them, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, at trial or upon any appeal therefrom.
- 11. As some buildings require a back ground check and clearance in order for Contractor to enter those building to perform the above described duties, this contract is contingent on Contractor passing and maintaining a back ground check through the Morrow County Sheriff's Office.
- 12. Either party may terminate this agreement by providing 30 days written notice to the other party.

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

**CONTRACTOR**

XXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number: \_\_\_\_\_

**COUNTY**

MORROW COUNTY COURT

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

ATTEST

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

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

APPROVED AS TO FORM:

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

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

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



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

Item #  
 7C

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

Staff Contact: Undersheriff John A. Bowles      Phone Number (Ext): 5102  
 Department: Sheriff's Office      Requested Agenda Date: 09-06-2017  
 Person Attending BOC Meeting (Required): *Undersheriff Bowles*  
 Short Title of Agenda Item: **REQUEST TO HAVE THE APPROVED SRO FTE ADDED TO THE MORROW COUNTY SHERIFF'S OFFICE BUDGET.**

**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 type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Department Report
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other:

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

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

Reviewed By: *Sheriff* *8-30-17* Department Head      Required for all BOC meetings  
*Kenneth Matlack*  
 \_\_\_\_\_ DATE Admin. Officer/BOC Office      Required for all BOC meetings  
*[Signature]* *8/31/17*  
 \_\_\_\_\_ 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 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:

Request to have the approved SRO FTE added to the Morrow County Sheriff's Office budget.

2. ISSUES, BACKGROUND, AND DISCUSSION:

On May 31, 2017 "Commissioner Doherty moved to approve the Law Enforcement Services Agreement with the Ione School District and Morrow County Sheriff's Office; and the Law Enforcement Services Agreement with the Morrow County School District and Morrow County Sheriff's Office with the corrections noted, both agreements to be effective upon the date signed by all parties until the end of the 2017-2018 school year." Corrections were made by District Attorney Justin Nelson during the meeting on May 31, 2017. Unanimous approval.

3. OPTIONS:

The SRO FTE needs to be added so we can honor the above mentioned service agreements.

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 2 of 2)**

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1. TITLE OF AGENDA ITEM:

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Board has set aside funds, but has yet to “officially” authorize position.

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 _____                            |   |



a. Proposal title: School Resource Deputy

b. Total cost of decision package: \$76,481 yearly

Vehicle fully equipped every three years \$30,000

Morrow County School District will cover \$25,000 a year for this position.

Ione School District will cover \$25,000 a year for this position.

Morrow County would be covering the amount over \$50,000

Approximately \$26,481 without vehicle

Approximately \$56,481 with vehicle

These figures are for the 2017-2018 year per Ronda Fox.

c. Proposal Description and Justification:

Sheriff Matlack was contacted by the Morrow County School district and Ione School District regarding this position. I contacted Dirk Dirksen (Morrow County) and John Peterson (Ione) and the school districts have increased their committed funding from \$25,000 to \$50,000 a year toward this position. That alone shows the commitment and importance of this position.

This would put a School Resource Officer on the north and south end of the county in our schools. On no school days and school vacations, this deputy would fill in other patrol areas as needed.

d. Line Item(s) to Which Expenses Would Be Recorded if Approved:

i. Personnel Services (Patrol Deputy)

ii. Capital Outlay (New Vehicle)

LAW ENFORCEMENT SERVICES AGREEMENT  
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE

THIS AGREEMENT commencing on 31st day of May, 2017, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO", and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County".

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there is not 40 hours scheduled in the school the SRO will work for MCSO.
  - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there is not 20 hours scheduled in the school the SRO will work for MCSO.
  - c. MCSO agrees to provide a SRO for certain after school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.
  - d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.

- e. If, at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district the emergency shall take precedence and the SRO shall respond accordingly.
    - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
  - a. The District shall pay Morrow County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving the Heppner schools. Payment will be made in two quarterly payments for the 2017-2018 school year. The first payment of \$37,500 will be due on or before the 15<sup>th</sup> day of December 2017. The second and final payment of \$37,500 will be due on or before the 16<sup>th</sup> day of March 2018. The total payment should not exceed \$75,000.
  - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
  - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, worker's compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.
5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260-30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2017-2018 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.

9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Morrow County School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

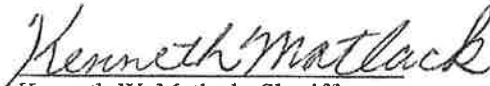
Superintendent  
 Morrow County School District  
 PO Box 100 235 E. Stansbury St  
 Heppner, Oregon 97836


Morrow County Sherriff  
 PO Box 159  
 Heppner, OR 97836


For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.


11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.
12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.  
 Date this 31st day of May 2017.


  
 Kenneth W. Matlack, Sheriff  
 Morrow County Sheriff's Office

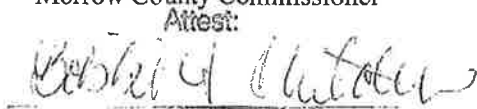
  
 Melissa Lindsay  
 Morrow County Commissioner

  
 Dirk Dirksen, Superintendent  
 Morrow County School District

  
 Jim Doherty  
 Morrow County Commissioner

  
 Don Russell  
 Morrow County Commissioner

  
 Justin Nelson  
 Morrow County Counsel

Attest:  
  
 Morrow County Clerk





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

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1. TITLE OF AGENDA ITEM:

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Board has set aside funds, but has yet to “officially” authorize position.

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 _____                            |   |

a. Proposal title: School Resource Deputy

b. Total cost of decision package: \$76,481 yearly

Vehicle fully equipped every three years \$30,000

Morrow County School District will cover \$25,000 a year for this position.

Ione School District will cover \$25,000 a year for this position.

Morrow County would be covering the amount over \$50,000

Approximately \$26,481 without vehicle

Approximately \$56,481 with vehicle

These figures are for the 2017-2018 year per Ronda Fox.

c. Proposal Description and Justification:

Sheriff Matlack was contacted by the Morrow County School district and Ione School District regarding this position. I contacted Dirk Dirksen (Morrow County) and John Peterson (Ione) and the school districts have increased their committed funding from \$25,000 to \$50,000 a year toward this position. That alone shows the commitment and importance of this position.

This would put a School Resource Officer on the north and south end of the county in our schools. On no school days and school vacations, this deputy would fill in other patrol areas as needed.

d. Line Item(s) to Which Expenses Would Be Recorded if Approved:

i. Personnel Services (Patrol Deputy)

ii. Capital Outlay (New Vehicle)

LAW ENFORCEMENT SERVICES AGREEMENT  
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE

THIS AGREEMENT commencing on 31st day of May, 2017, by and between the IONE SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO", and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County".

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (0.50) officer as SRO in lone who will work with the District an average of 20 hours per week while school is in session. On weeks that there is not 20 hours scheduled in the school the SRO will work for MCSO.
  - b. MCSO agrees to provide a SRO for certain after school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.
  - c. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
  - d. If, at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district the emergency shall take precedence and the SRO shall respond accordingly.



- e. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
  - a. The District shall pay Morrow County \$25,000 for the SRO serving school in Ione. Payment will be made in two quarterly payments for the 2017-2018 school year. The first payment of \$12,500 will be due on or before the 15<sup>th</sup> day of December 2017. The second and final payment of \$12,500 will be due on or before the 16<sup>th</sup> day of March 2018. The total payment shall not exceed \$25,000.
  - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
  - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
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8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
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10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent  
Ione School District  
PO Box 167 445 Spring Street  
Ione, Oregon 97843

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

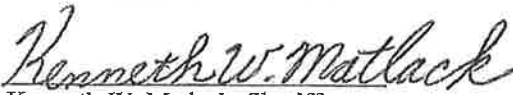
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IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

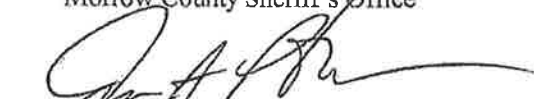
Date this \_\_\_\_ day of May 2017.

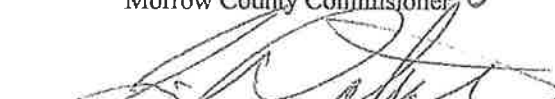


Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office




Melissa Lindsay  
Morrow County Commissioner

  
Jon Peterson, Superintendent  
Ione School District

  
Jim Doherty  
Morrow County Commissioner

  
Don Russell  
Morrow County Commissioner

  
Justin Nelson  
Morrow County Counsel

Attest:

  
Bobbie J. Chute  
Morrow County Clerk



**Morrow County Board of Commissioners Meeting Minutes**  
**May 31, 2017**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, Oregon**

**Present**

Chair Melissa Lindsay

Commissioner Don Russell

Commissioner Jim Doherty

Jerry Sorte, Administrative Officer

Kate Knop, Finance Director

Karen Wolff, Human Resources Director

Justin Nelson, County Counsel

Roberta Lutcher, Executive Assistant

**Call to Order and Pledge of Allegiance:** 9:02 a.m.

**City and Citizen Comments:** No comments

**Open Agenda Requests:** Postpone the Stepping Up Initiative Resolution discussion; Add nine permit applications from Public Works

**Consent Calendar**

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

1. *Board of Commissioners meeting minutes of May 10<sup>th</sup>, May 17<sup>th</sup> and May 24<sup>th</sup>*
2. *Oregon Department of Transportation (ODOT) Agreement #30785 Amendment #1*
3. *ODOT Agreement #32202 "5310" Grant Agreement, and authorize Chair Lindsay to sign on behalf of the County*

*Commissioner Russell seconded. Unanimous approval.*

**Public Hearing – Transportation System Plan Appendix B Update**

Chair Lindsay noted this hearing is a continuation of the May 24<sup>th</sup> public hearing. She then called for the Staff Report. Carla McLane, Planning Director, said the Board is considering the Planning Commission recommendation to adopt the updates to Appendix B, Recommended Roadway System Projects of the Transportation System Plan. The update encompasses three tables within Appendix B – High Priority Recommended Roadway System Projects; Medium Priority Recommended Roadway System Projects; and Bridge Deficiencies. She explained the High Priority list identifies projects that should take place in the next five years, whereas the Medium Priority list identifies projects needing to be done in the next 20 years, but also have the ability to be brought forward. She added this process is a mechanism by which projects become eligible for funding.

Chair Lindsay called for abstentions or conflicts of interest: Commissioner Doherty: none; Commissioner Russell: none; Chair Lindsay: none.

Calls for testimony from proponents and opponents went unanswered. Chair Lindsay continued the hearing to the end of the meeting to allow input from Road Department personnel who had not yet arrived.

## **Business Items**

### Appointment Request to the North Morrow Vector Control District (NMVCD) Board of Trustees Greg Barron, Manager, NMVCD

Mr. Barron said the Oregon Revised Statute which governs vector law in Oregon specifies Board of Commission approval is needed for appointments or reappointments to the Board of Trustees (ORS 452.080). He outlined the process for appointments/reappointments and noted people usually start as members of the budget committee to gain experience and knowledge before transitioning to the Board of Trustees.

*Commissioner Russell moved to approve the reappointment of Smokey Joe Wightman to the North Morrow Vector Control District Board of Trustees, term to be April 9, 2017 to April 9, 2021. Commissioner Doherty seconded. Discussion ensued on several topics, including the positive impact NMVCD has had on mosquito control in north Morrow County. Commissioner Russell called for the question. Unanimous approval.*

### Helion Contract for Assessor's Office – Sole Source Procurement

Mike Gorman, Assessor/Tax Collector

Justin Nelson, County Counsel

Mr. Gorman explained the ORCATS software in the Assessment & Taxation Office was purchased from Helion and is required to be maintained by Helion, as well. In addition, Mr. Nelson said Helion is the sole provider of services at this point in time, which allows for this sole source procurement.

*Commissioner Russell moved to approve the Professional Services Contract with Helion Software, Inc., effective July 1, 2017 – June 30, 2018; amount not to exceed \$47,973; and authorize the Assessor/Tax Collector to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.*

### South County School Resource Officer (SRO) Position Discussion

Sheriff Ken Matlack

Dirk Dirksen, Superintendent, Morrow County School District

Sheriff Matlack reminded the Board his request for an additional SRO position was put in “placeholder” status during the Budget Committee Meetings (the Budget Committee and Commissioners agreed to set aside funds but did not definitely commit those funds). He said he would now like to continue the conversation for the benefit of the County’s school districts as they offered funding assistance and are in their own budget processes. The funding from both school districts would be for a new SRO to serve Heppner and Lone schools. The Morrow County School District already contributes toward the SRO who works in the schools in Irrigon.

Documentation provided by Undersheriff John Bowles and Ronda Fox, Finance Management Assistant, shows the following cost breakdown:

#### School Resource Deputy

Total cost of decision package: \$76,481 yearly

Vehicle fully equipped every three years: \$30,000  
Morrow County School District will cover \$25,000 a year for this position  
Ione School District will cover \$25,000 a year for this position  
Morrow County would be covering the amount over \$50,000  
Approximately \$26,481 without vehicle  
Approximately \$56,481 with vehicle  
These figures are for the 2017-2018 year

Sheriff Matlack said implementing a driver's education program in the schools is being considered as a duty of the SROs.

Mr. Dirksen discussed the impact the SROs have on student attendance and outlined the circumstances that warrant bringing in an SRO versus a CARE Team member. He explained the SROs coordinate safety plans in regard to threat assessment and this puts him at ease knowing there is a coordinated effort since these events can happen anywhere. It's made a huge difference to the educators who can now focus on the education piece while the SROs focus on the safety piece, he said. An SRO actively involved keeps the safety plan on the forefront, which is an important factor in today's society, he offered.

At this point in the discussion, Finance Director Kate Knop requested several corrections to the contract:

1. Ione School District agreement: Change the sentence specifying the District shall pay Morrow County Sheriff's Office to the District shall pay Morrow County.
2. Morrow County School District agreement: Change the sentence specifying the District shall pay Morrow County Sheriff's Office to the District shall pay Morrow County. Correct the two payment amounts from \$32,500 to \$37,500 so they equal the total amount of \$75,000.

Mr. Nelson said he would revise both contracts and have them ready for signature before the end of the meeting.

*Commissioner Doherty moved to approve the Law Enforcement Services Agreement with the Ione School District and Morrow County Sheriff's Office; and the Law Enforcement Services Agreement with the Morrow County School District and Morrow County Sheriff's Office with the corrections noted, both agreements to be effective upon the date signed by all parties until the end of the 2017-2018 school year. Commissioner Russell seconded. Discussion: Chair Lindsay asked if the SROs will work as Patrol Deputies in the summer months. Sheriff Matlack said they would work where they are needed, which could be in several of the divisions within the Sheriff's Office. He further clarified that during the school year, the SROs would not be used for other duties that would impact their ability to respond when needed at the schools. However, he said, both school district superintendents are of the understanding the SRO is under the Sheriff's Office and can be called away from the schools if a significant event occurs elsewhere in the County. Unanimous approval.*

LAW ENFORCEMENT SERVICES AGREEMENT  
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE

THIS AGREEMENT commencing on 31st day of May, 2017, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO", and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County".

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there is not 40 hours scheduled in the school the SRO will work for MCSO.
  - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there is not 20 hours scheduled in the school the SRO will work for MCSO.
  - c. MCSO agrees to provide a SRO for certain after school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.
  - d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.

- e. If, at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district the emergency shall take precedence and the SRO shall respond accordingly.
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Superintendent  
Morrow County School District  
PO Box 100 235 E. Stansbury St  
Heppner, Oregon 97836

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

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IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

Date this 31st day of May 2017.

*Kenneth W. Matlack*

Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office

*Melissa Lindsay*

Melissa Lindsay  
Morrow County Commissioner

*Dirk Dirksen*

Dirk Dirksen, Superintendent  
Morrow County School District

*Jim Doherty*

Jim Doherty  
Morrow County Commissioner

*Don Russell*

Don Russell  
Morrow County Commissioner

*Justin Nelson*

Justin Nelson  
Morrow County Counsel



Attest:

*Robbie Chilton*  
Morrow County Clerk



LAW ENFORCEMENT SERVICES AGREEMENT  
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE

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1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
  - a. MCSO will provide (0.50) officer as SRO in Ione who will work with the District an average of 20 hours per week while school is in session. On weeks that there is not 20 hours scheduled in the school the SRO will work for MCSO.
  - b. MCSO agrees to provide a SRO for certain after school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.
  - c. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
  - d. If, at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district the emergency shall take precedence and the SRO shall respond accordingly.

- e. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
  - a. The District shall pay Morrow County \$25,000 for the SRO serving school in Ione. Payment will be made in two quarterly payments for the 2017-2018 school year. The first payment of \$12,500 will be due on or before the 15<sup>th</sup> day of December 2017. The second and final payment of \$12,500 will be due on or before the 16<sup>th</sup> day of March 2018. The total payment shall not exceed \$25,000.
  - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
  - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, worker's compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.
5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260-30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2017-2018 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Ione School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.

10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent  
Ione School District  
PO Box 167 445 Spring Street  
Ione, Oregon 97843

Morrow County Sherriff  
PO Box 159  
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.


11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.


13. This Contract shall be executed in two (2) originals with each party retaining an original.


IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

Date this \_\_\_\_ day of May 2017.

  
Kenneth W. Matlack, Sheriff  
Morrow County Sheriff's Office


  
Melissa Lindsay  
Morrow County Commissioner

  
Jon Peterson, Superintendent  
Ione School District

  
Jim Doherty  
Morrow County Commissioner

  
Don Russell  
Morrow County Commissioner

  
Justin Nelson  
Morrow County Counsel

Attest:  
  
Morrow County Clerk



Revised

Item #  
7d

## INTERGOVERNMENTAL AGREEMENT

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so they can cover its portions of the program-related costs for the same period.**

1. Term of Agreement

The period of this agreement shall be from **July 1, 2017 to June 30, 2018.**

2. Statement of Work

The Department agrees to provide watermaster services, hereby referred to as Work and generally described in ORS Chapter 540.045 and related Oregon Administrative Rules which services are specifically provided by the Assistant Watermaster for the Umatilla River basin.

3. Consideration

The Department shall bill County a total amount of **\$12,200** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

4. Subcontracts

The Department may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the County.

5. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties.

B. The Department may terminate this agreement effective upon delivery of

written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

1. If the Department funding is not secured and continued at levels sufficient to allow for the continuation of the assistant watermaster program, when possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under the agreement.
3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

7. Funds Available and Authorized

The County certifies at the time the agreement is approved that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with the County's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

9. Representations and Warranties

Department has the skill and knowledge possessed by well-informed members of its industry, trade and profession and Department will apply that skill and knowledge with care and diligence to perform Services in a professional manner and in accordance with standards prevalent in Department's industry, trade or profession.

10. Indemnity

EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND THE OTHER PARTY'S AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY'S OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. ANY INDEMNITY BY THE DEPARTMENT UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 7, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300. ANY INDEMNITY BY THE COUNTY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.

11. Access to Records

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

12. Nondiscrimination

The parties each agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified wherein regarding this agreement. The county, by the signature below of its authorized representative, hereby acknowledges to have read this agreement, understands it and agrees to be bound by its terms and conditions.

14. County Data

Project Officer: County Administrator  
Organization: **Morrow County**  
Address: PO Box 788  
Heppner, OR 97836  
Phone: 541-676-2529

15. Department Data

Project Officer: **Mike Ladd**  
Organization: Oregon Water Resources Department  
Address: 116 SE Dorion Ave  
Pendleton, OR 97801  
Phone: 541- 278-5456

16. Signatures

County: \_\_\_\_\_  
Signature Date

Title: Chair, Morrow County Board of Commissioners  
Address: PO Box 788  
Heppner, OR 97801

Department:  \_\_\_\_\_  
Signature Date 8/22/17

**Lisa Snyder** - Administrator  
Administrative Services Division  
Oregon Water Resources Department  
725 Summer Street NE  
Suite A  
Salem, OR 97301-1271

## EXHIBIT A

County: Morrow County,

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$12,200 including any travel and other expense reimbursement.

Both parties acknowledge that other agreements may exist under the Assistant Watermaster program but such agreements are separate to this Agreement.

- b. Department

The Department shall perform work that includes:

1. Research and interpret water rights; court decrees; well logs; Oregon Revised Statutes; Oregon Administrative Rules; legal descriptions for ownership records; and historical hydrologic data for public, private agencies, water users and governmental groups such as tribal, local, state and federal agencies to facilitate water resource management activities in Watermaster District 5 to assure compliance with Oregon State water law.
2. Perform field flow measurements (wading, cable way, bridge crane) of waterways including streams, rivers, irrigation canals and ditches, utilizing hydrologic data instruments such as Flow Trackers, AA Price or Pygmy Current meters to calculate the amount of water and to establish the relationship between flow elevation and quantity.
3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
5. Resolve problems associated with water distribution, dam safety and well construction sometimes under emergency, hostile and/or dangerous conditions.
6. Interact with and inform agencies, groups and individuals in a public forum, to



promote public relations and beneficial water management practices using Oregon Revised Statutes and WRD policies and programs.

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of \$12,200.00 to the County.

c. Morrow County

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 90 days. The Department shall perform the work as described above.

d. Deliverables

By March 5, 2018, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2017 to February 28, 2018.

original  
signed 8-16

## INTERGOVERNMENTAL AGREEMENT

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so they can cover its portions of the program-related costs for the same period.**

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written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

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3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

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This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified wherein regarding this agreement. The county, by the signature below of its authorized representative, hereby acknowledges to have read this agreement, understands it and agrees to be bound by its terms and conditions.



## EXHIBIT A

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3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
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6. Interact with and inform agencies, groups and individuals in a public forum, to

promote public relations and beneficial water management practices using Oregon Revised Statutes and WRD policies and programs.

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of \$12,200.00 to the County.

c. **Morrow County**

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 90 days. The Department shall perform the work as described above.

d. **Deliverables**

By March 5, 2018, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2017 to April 30, 2018.



Item #  
8a

## TREASURER

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: ggutierrez@co.morrow.or.us

**Gayle L. Cutierrez**

September 1, 2017

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 1.45%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of July 31, 2017 total is \$235,411.61.

I have submitted a revised Investment Policy to the Oregon Short Term Board for review in their October meeting.

I have included with my report the information that Commissioner Russell requested regarding the Finley Buttes Funds 203 and 210.



MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: JULY 31ST, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	7,098,660.17 (	459,888.46)	6,638,771.71
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,403.31 (	194.81)	17,208.50
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	465,353.55	570.89	465,924.44
202-100-1-10-1500		ROAD FC W/TREASURER	1,255,111.98 (	220,557.32)	1,034,554.66
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	11,829.07	66,725.04	78,554.11
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	19,857.03 (	485.12)	19,371.91
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	32,080.97 (	161.38)	31,919.59
207-100-1-10-1500		911 FC W/TREASURER	62,146.66	52,687.14	114,833.80
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	216,634.66	1,178.36	217,813.02
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	51,181.63	262,273.07	313,454.70
211-100-1-10-1500		MCSD CO SCHOOL FC W/TREAS	64.21	173.34	237.55
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	6.26	16.86	23.12
214-100-1-10-1500		FAIR FC W/TREASURER	102,881.59 (	5,649.39)	97,232.20
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	53,113.11	65.16	53,178.27
216-100-1-10-1500		STF FC W/TREASURER	43,980.88	17,043.61	61,024.49
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	53,868.41	66.09	53,934.50
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	22,309.89	27.37	22,337.26
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	49,970.35	61.30	50,031.65
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	18,545.93 (	7,055.59)	11,490.34
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	219.06	1.44	220.50
223-100-1-10-1500		CAMI GRANT FC W/TREAS	24,522.93 (	2,025.09)	22,497.84
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,025.42	6.17	5,031.59
225-100-1-10-1500		STF VEHICLE FC W/TREAS	136,447.56	144.47	136,592.03
226-100-1-10-1500		FAIR ROOF FC W/TREAS	17,504.66	21.47	17,526.13
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	41,231.31	50.58	41,281.89
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	16,108.54 (	955.70)	15,152.84
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,944.90	31.83	25,976.73
230-100-1-10-1500		RODEO FC W/TREAS	45,947.00 (	143.17)	45,803.83
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	65,229.22 (	3,890.10)	61,339.12
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	15,655.56	190.83	15,846.39
234-100-1-10-1500		DUII IMPACT FC W/TREAS	26,108.18	32.03	26,140.21
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,533.42	6.79	5,540.21
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	488,093.91	598.79	488,692.70
238-100-1-10-1500		PARK FC W/TREAS	228,629.13 (	23,707.30)	204,921.83
240-100-1-10-1500		EQUITY FC W/TREAS	95,795.39	87,544.50	183,339.89
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	201,636.58 (	6,457.67)	195,178.91
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	813.45	1.00	814.45
245-100-1-10-1500		WPF FC W/TREASURER	17,257.73	0.00	17,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	59,838.98	73.41	59,912.39
322-100-1-10-1500		COURT SECURITY FC W/TREAS	144,461.22 (	4,952.49)	139,508.73
500-100-1-10-1500		ECHO WINDS FC W/TREAS	475.31	2.10	477.41
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	297,911.10	369.61	298,280.71
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	30,797.71 (	4,197.64)	26,600.07
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	4,264.96	5.23	4,270.19
510-100-1-10-1500		P & P FC W/TREAS	249,152.57 (	100,822.03)	148,330.54
514-100-1-10-1500		IONE SD B & I FC W/TREAS	494.99	3,312.85	3,807.84

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	119.74	321.12	440.86
516-100-1-10-1500		RADIO DIST FC W/TREAS	868.17	2,534.29	3,402.46
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	74.62	193.14	267.76
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	4,661.92	16,415.05	21,076.97
618-100-1-10-1500		IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500		WEST EXTENSION FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.03	0.03	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	1,130.41	3,139.48	4,269.89
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.60	0.60
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	563.63	1,517.49	2,081.12
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	1,984.74	132.10	2,116.84
625-100-1-10-1500		BOARDMAN PARK & REC B & I	0.00	0.00	0.00
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	12.84	33.06	45.90
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	2,709.47	128.92	2,838.39
629-100-1-10-1500		PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	429.57	1,484.45	1,914.02
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	4,306.58	11,766.31	16,072.89
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	926.51	2,548.26	3,474.77
633-100-1-10-1500		CITY OF IONE FC W/TREAS	149.36	407.52	556.88
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	466.03	1,276.10	1,742.13
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	92.39	252.82	345.21
636-100-1-10-1500		BOARDMAN RFPD FC W/TREAS	2,898.28	9,585.08	12,483.36
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	144.02	393.84	537.86
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	270.37	739.00	1,009.37
640-100-1-10-1500		IONE RFPD FC W/TREAS	441,462.43	4,819.90	436,642.53
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	109.68	108.61	1.07
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	51.21	138.23	189.44
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	120.76	330.75	451.51
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	83,539.48	4,035.55	79,503.93
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	48.30	132.60	180.90
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	357.72	2,447.01	2,804.73
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	541.04	1,460.69	2,001.73
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	192.98	529.00	721.98
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	1,123.13	3,366.07	4,489.20
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	309,951.04	25,432.50	335,383.54
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	20.16	52.75	72.91
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	19,715.94	53,290.39	73,006.33
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	251,108.65	12,020.61	263,129.26
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	3,111.50	9,306.77	12,418.27
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	13.45	0.02	13.47
656-100-1-10-1500		IONE-LEX CEM PERP FC W/TREAS	25,657.25	0.00	25,657.25
657-100-1-10-1500		IONE-LEX CEM EQUIP FC W/TREAS	13,105.02	16.08	13,121.10
658-100-1-10-1500		BMCC FC W/TREASURER	3,341.39	9,995.54	13,336.93
659-100-1-10-1500		BMCC B & I FC W/TREASURER	1,083.26	3,407.46	4,490.72
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	1,110.38	2,988.15	4,098.53
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	107.49	575.30	682.79
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	1,118.53	3,016.16	4,134.69
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	0.00	0.00	0.00
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	502.61	1,371.40	1,874.01
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,244.70	12.57	10,257.27
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	877.48	2,462.93	3,340.41
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,080.31	1.33	1,081.64
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	163,026.94	200.00	163,226.94
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	16,141.04	1,903.97	18,045.01
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	1,793.90	( 1,777.95)	15.95
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,183,030.14	1,451.34	1,184,481.48
685-100-1-10-1500		STATE HOUSING FC W/TREAS	8,337.10	( 3,869.36)	4,467.74
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	35,514.36	43.57	35,557.93
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	1,703.59	10,526.32	12,229.91
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	60.72	129.41	190.13
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	90.47	192.80	283.27
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	17,571.15	( 17,571.15)	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			14,505,032.35	( 180,374.13)	14,324,658.22

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	297,616.96	324,128.34	621,745.30
999-100-1-10-1502	PAYROLL BEO	11,582.72	0.93	11,583.65
999-100-1-10-1503	STATE TREASURY POOL	14,195,306.20	( 504,503.40)	13,690,802.80
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.12	0.00	100.12
SUBTOTAL CASH IN BANK - POOLED CASH		14,504,606.00	( 180,374.13)	14,324,231.87

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	141,420.38	( 141,420.38)	0.00
SUBTOTAL WAGES PAYABLE		141,420.38	( 141,420.38)	0.00

TOTAL CASH IN BANK - POOLED CASH		14,363,185.62	( 38,953.75)	14,324,231.87
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**FUND 210 FINLEY BUTTES LICENSE FEE  
2016-2017**

Beginning Balance		\$ 34,296.17			
	<b>Revenue</b>		<b>Expenses</b>	<b>Description</b>	
<b>July</b>	\$ 115,804.17			Monthly deposit	
	\$ 61.74			Interest	
			\$ (712.50)	Transfer Stations	210260-5505999
			\$ (121.25)	Transfer Stations	210260-5505999
			\$ (125.00)	Transfer Stations	210260-5505999
Balance		<u>\$ 149,203.33</u>			
<b>August</b>	\$ 94,447.94			Monthly deposit	
	\$ 157.62			Interest	
Balance		<u>\$ 243,808.89</u>			
<b>September</b>	\$ 119,496.73			Monthly deposit	
	\$ 212.85			Interest	
			\$ (641.25)	Transfer Stations	210260-5505999
			\$ (579.00)	Transfer Stations	210260-5505999
			\$ (132.50)	Transfer Stations	210260-5505999
			\$ (257.50)	Transfer Stations	210260-5505999
			\$ (100.00)	Transfer Stations	210260-5505999
		<u>\$ 361,808.22</u>			
<b>October</b>	\$ 137,579.87			Monthly deposit	
	\$ 335.57			Interest	
			\$ (361.00)	Partition Plat Recording	210260-5505002
			\$ (4,714.00)	OEA Grant	210260-5505999
Balance		<u>\$ 494,648.66</u>			
<b>November</b>	\$ 112,181.38			Monthly deposit	
	392.81			Interest	
Balance		<u>\$ 607,222.85</u>			
<b>December</b>	\$ 116,357.03			Monthly deposit	
	\$ 543.07			Interest	
			\$ (3,646.25)	Transfer Stations	210260-5505999
Balance		<u>\$ 720,476.70</u>			

<b>January</b>	\$	102,418.86			Monthly deposit	
	\$	717.15			Interest	
<b>Balance</b>			\$	<u>823,612.71</u>		
<b>February</b>	\$	98,746.02			Monthly deposit	
	\$	437.59			Interest	
			\$	(682,481.81)	Budget Transfer	
<b>Balance</b>			\$	<u>240,314.51</u>		
<b>March</b>	\$	103,805.56			Monthly deposit	
	\$	262.00			Interest	
<b>Balance</b>			\$	<u>344,382.07</u>		
<b>April</b>	\$	94,986.72			Monthly deposit	
	\$	392.07			Interest	
<b>Balance</b>			\$	<u>439,760.86</u>		
<b>May</b>	\$	116,928.46			Monthly deposit	
	\$	485.75			Interest	
<b>Balance</b>			\$	<u>557,175.07</u>		
<b>June</b>	\$	146.06			Interest	
			\$	(500,000.00)	Budget Transfer	
			\$	(3,393.75)	Transfer Stations	210260-5505999
			\$	(2,745.75)	Transfer Stations	210260-5505999
<b>Balance</b>			\$	<u><u>51,181.63</u></u>		

**FUND 210 FINLEY BUTTES LICENSE FEE  
2017-2018**

Beginning Balance	\$ 51,181.63	Expenses	Description
	Revenue		
<b>July</b>	\$ 136,846.13		Monthly deposit for June
	\$ 127,263.17		Monthly Deposit
	\$ 223.77		Interest
		\$ (1,217.50)	Transfer Stations 210260-5505999
		\$ (842.50)	Transfer Stations 210260-5505999
<b>Balance</b>	<u>\$ 313,454.70</u>		
<b>August</b>	\$ 123,481.56		Monthly deposit
		\$ (260.00)	Interest
		\$ (317.75)	Transfer Stations 210260-5505999
<b>Balance</b>	<u>\$ 436,358.51</u>		Transfer Stations 210260-5505999
<b>September</b>			Monthly deposit
			Interest
	<u>\$ 436,358.51</u>		
<b>October</b>			Monthly deposit
			Interest
<b>Balance</b>	<u>\$ 436,358.51</u>		
<b>November</b>			Monthly deposit
			Interest
<b>Balance</b>	<u>\$ 436,358.51</u>		
<b>December</b>			Monthly deposit
			Interest

**FUND 203 FINLEY BUTTES TRUST ROAD  
2016-2017**

Beginning Balance		\$ 1,246,570.24			
	Revenue		Expenses	Description	
<b>July</b>	\$	29,708.16		Monthly deposit	
	\$	919.94		Interest	
Balance		<u>\$ 1,277,198.34</u>			
<b>August</b>	\$	25,559.70		Monthly deposit	
	\$	984.07		Interest	
Balance		<u>\$ 1,303,742.11</u>			
<b>September</b>	\$	31,662.42		Monthly deposit	
	\$	959.47		Interest	
		<u>\$ 1,336,364.00</u>			
<b>October</b>	\$	29,344.27		Monthly deposit	
	\$	209.28		Interest	
			\$ (1,310,000.00)	Bombing Range-Granite Construction	
Balance		<u>\$ 55,917.55</u>			
<b>November</b>	\$	28,276.22		Monthly deposit	
		46.78		Interest	
Balance		<u>\$ 84,240.55</u>			
<b>December</b>	\$	29,550.57		Monthly deposit	
	\$	77.57		Interest	
Balance		<u>\$ 113,868.69</u>			
<b>January</b>	\$	19,134.73		Monthly deposit	
	\$	113.99		Interest	
Balance		<u>\$ 133,117.41</u>			

<b>February</b>	\$	11,776.44			Monthly deposit
	\$	37.14			Interest
	\$	60,000.00			Budget Transfer Reversal
			\$	(200,000.00)	Budget Transfer
<b>Balance</b>			\$	<u>4,930.99</u>	
<b>March</b>	\$	13,856.35			Monthly deposit
	\$	7.30			Interest
<b>Balance</b>			\$	<u>18,794.64</u>	
<b>April</b>	\$	23,298.94			Monthly deposit
	\$	25.92			Interest
<b>Balance</b>			\$	<u>42,119.50</u>	
<b>May</b>	\$	29,638.54			Monthly deposit
	\$	47.82			Interest
<b>Balance</b>			\$	<u>71,805.86</u>	
<b>June</b>	\$	23.21			Interest
			\$	(60,000.00)	Budget Transfer
<b>Balance</b>			\$	<u><u>11,829.07</u></u>	



**FUND 203 FINLEY BUTTES TRUST ROAD  
2017-2018**

Beginning Balance		\$ 11,829.07		
	Revenue		Expenses	Description
<b>July</b>	\$ 34,422.10			Monthly deposit for June
	\$ 32,247.65			Monthly deposit
	\$ 55.29			Interest
Balance		<u>\$ 78,554.11</u>		
<b>August</b>	\$ 30,916.48			Monthly deposit
				Interest
Balance		<u>\$ 109,470.59</u>		
<b>September</b>				Monthly deposit
				Interest
		<u>\$ 109,470.59</u>		
<b>October</b>				Monthly deposit
				Interest
Balance		<u>\$ 109,470.59</u>		
<b>November</b>				Monthly deposit
				Interest
Balance		<u>\$ 109,470.59</u>		
<b>December</b>				Monthly deposit
				Interest
Balance		<u>\$ 109,470.59</u>		
<b>January</b>				Monthly deposit
				Interest
Balance		<u>\$ 109,470.59</u>		