

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, September 20, 2017 at 9:00 AM
Port of Morrow Riverfront Center, Wells Springs Room
2 Marine Drive, Boardman, OR
AMENDED

- 1. Call to Order and Pledge of Allegiance - 9:00 AM**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated September 21st; Community Counseling Solutions March 2017 Allotment #21 Payment dated September 14th
 - b. Correction to the August 23rd Board of Commissioners Meeting Minutes (Roberta Lutcher, Executive Assistant)
 - c. Patriot Building & Grounds Maintenance Janitorial Contract (Burke O’Brien, Public Works Director)
 - d. R-2017-27 – Budget Action - Sheriff’s Office (Kate Knop, Finance Director)
 - e. Oregon Health Authority Intergovernmental Agreement #142381 Amendment 1 (Sheree Smith, Public Health Director)
- 5. Business Items**
 - a. Presentation by Frank Thomas, Oregon Department of Transportation, Regional Transit Coordinator
 - b. Rail Emergency Response Plan Grant Application (Undersheriff John Bowles)
- 6. Correspondence**
- 7. Commissioner Reports**
- 8. Executive Session:** Pursuant to ORS 192.660(2)(e) - To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 9. Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets are also available 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.



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

| |
|------------------|
| Item # 5b |
|------------------|

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


Staff Contact: Roberta Lutcher
 Department: Board of Commissioners
 Person Attending BOC Meeting (Required): Roberta Lutcher
 Short Title of Agenda Item: Correction to August 23rd Board of Commissioners Meeting Minutes

Phone Number (Ext): 5303
 Requested Agenda Date: 9/20/2017

| | |
|---|---|
| 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: Consent Calendar Approval |

| | |
|---|--|
| <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, Attach Purchase Pre-Authorization Request if Applicable | |

Reviewed By:

| | | |
|--|---------------------------|---|
| _____ | Department Head | Required for all BOC meetings |
|  _____ | Admin. Officer/BOC Office | Required for all BOC meetings |
| DATE: 9/18/17 | | |
| _____ | County Counsel | Required for all legal documents |
| DATE: _____ | | |
| _____ | Finance Office | Required for all contracts; Other items as appropriate. |
| DATE: _____ | | |
| _____ | Human Resources | If appropriate |
| DATE: _____ | | |

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: Correction to the August 23rd BOC Meeting Minutes

2. ISSUES, BACKGROUND, AND DISCUSSION:

The following agenda item was omitted from the minutes: "Update on a Foreclosure Property with a Senior Deferral Lien"

Please see the attached minutes with the discussion added and highlighted.

3. OPTIONS:

4. FISCAL IMPACT:

5. STAFF RECOMMENDATIONS:

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

This agenda item is listed in the Consent Calendar. Please approve it with the other items in the Consent Calendar.

- Attach additional background documentation as needed.

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

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

Morrow County Board of Commissioners Meeting Minutes
August 23, 2017 - Corrected
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Jerry Sorte, Administrative Officer
Kim Cutsforth, Interim Administrative Officer
Karen Wolff, Human Resources Director
Kate Knop, Finance Director
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order and Pledge of Allegiance: 9:05 a.m.

City and Citizen Comments

Jerry Olson, Heppner

Mr. Olson commented on a recent stay at Anson Wright Park. He said he was disappointed in the size and location of the campsite as it was not how it was represented on the website map. He said more spots don't create more revenue, better spots do, so people will return. He also said someone needs to answer the phones for reservations at the Public Works Office during work hours Monday-Friday, but especially so on Fridays when tourists routinely travel. He concluded by encouraging the Commissioners to print out the map on the website and then go visit the Park. Interim Administrator Kim Cutsforth explained Public Works personnel and the Morrow County Parks Committee are aware of the shortcomings of the Park, and are planning to address the problems in the future. The website should be updated, she added. Chair Lindsay requested Mr. Olson be notified of the next Parks Committee meeting.

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable dated August 24th in the amount of \$418,164.10; Payroll Payables Immediates & Electronic, Employee Final dated August 10th*
- 2. Order OR-2017-7: In the Matter of Approving the Amended Bylaws of the Local Public Safety Coordinating Council for Morrow County*
- 3. Corrections to the July 12th Minutes*
- 4. USDA Animal & Plant Health Inspection Service, Wildlife Services, Work & Financial Plan, effective July 1, 2017 through June 30, 2018, agreement amount \$54,000*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Update from Oregon State University Extension Agronomist

Larry Lutcher, OSU/Morrow County Extension

Larry Lutcher presented information about the Morrow County (OSU) Agricultural Extension Program. He focused mostly on the part of his job that deals with variety testing. Dr. Lutcher explained that annually-conducted variety testing field experiments are designed to help farmers make decisions about what class of wheat and what variety of wheat will be most profitable. Dr. Lutcher conducted seven Morrow County field experiments in 2017 and cooperated on three additional projects organized by other OSU personnel.

Dr. Lutcher responded to several questions from the Board and engaged in discussion about the details of his program. Commissioner Doherty asked Dr. Lutcher about his thoughts on the proposed Service District. Dr. Lutcher stated that, as a Morrow County resident, he understands concerns about the burden of additional taxes. He also said there is good work being conducted by personnel at the Pendleton and Hermiston Stations and that, in the end, we would all have to make a decision about the local value of that work.

Update on a Foreclosure Property with a Senior Deferral Lien

Mike Gorman, Assessor/Tax Collector

Mr. Gorman explained the background concerning the property at 640 Elder Street in Heppner:

- Beginning in 1994, the owner qualified for the Oregon Property Tax Deferral for Disabled and Senior Citizens Program. With this program, the State pays property taxes and places a lien on the property. When a property sells, the State gets its money back.
- No taxes have been paid since the owner passed away in 2013 and there is no estate. The amount due from the Deferral program is \$15,516.46, half of which is interest.
- If there is someone with an interest in the property, that person has two years to pay the taxes owed. However, the County has the option of a Reduced Redemption Period because waiting another two years means more interest will accrue, as will deferred maintenance issues on the property.

Mr. Gorman explained the Reduced Redemption Period process and recommended pursuing it. The Board agreed by consensus. Mr. Gorman said he will work with County Counsel and schedule the necessary public hearing, etc.

Finance Department Staffing Needs Resulting from County Accountant Functions

Jerry Sorte, Administrative Officer

Mr. Sorte explained the recent appointment that designated the Finance Director as the County Accountant placed a new burden on the Finance Department. The processes described in State Statute mean additional responsibilities and workload, which in turn warrant an additional Staff Accountant and modest pay increase for the County Accountant/Finance Director, he said.

After discussion, the Commissioners had several questions and decided to take additional time for staff to gather responses before taking it up for consideration in two weeks. They included:

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 3)

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

2. ISSUES, BACKGROUND, AND DISCUSSION:

Request for Qualifications for Janitorial Services Contractor. Favorable Contractor is Patriot Building and Grounds Maintenance.

3. OPTIONS:

Contract with the the contractor for ONE year with optional renewals at the cost of \$90,336.00 a year with having staff dispose of their OWN garbage at their personal desk/work station. To aid in keeping the cost at a minimum.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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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.

5. STAFF RECOMMENDATIONS:

After the review on September 06, 2017 Public Works recommends approval and sign a contract for the bid for \$90,336.00 with Patriot Building and Grounds Maintenance.

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

- Attach additional background documentation as needed.

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

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



Purchase Pre-Authorization Request

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

DATE: 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: 9/13/2017

Purchase Amount: \$90,336.00 year contract Budget Line: 101121-520-3464

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

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

Description:

After careful discussion it is time to sign an agreement for Janitorial Contract with Patriot Building and Grounds Maintenance.

[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:

Process was completed via a Request for Qualification process through two contractors. Patriot Grounds and Building Maintenance.

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:

**MORROW COUNTY
JANITORIAL SERVICES CONTRACT**

This agreement made as of September 20, 2017, by and between Morrow County, a political subdivision of the State of Oregon, (County), and Patriot Building & Grounds Maintenance (Contractor);

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- \$2,343.67 per Month, 4 visits per week
 - b. **Morrow County Upper/Lower Bartholomew Building**, Heppner- \$1,710.00 per Month, 3 visits per week
 - c. **Morrow County Lexington Airport**, Lexington- \$116.67 per Month, 1 visit per week
 - d. **Morrow County Sheriff Office, Emergency Management** Heppner- \$1764.00 per Month, 3 visits per-week
 - e. **Morrow County Public Works Office and Shop**, -Lexington- \$376.67 per Month, 1 visit per week
 - f. **Morrow County Sheriff Office**, Boardman- \$116.67 per Month, 1 visit per week
 - g. **Morrow County Health Department Building** , Boardman- \$661.67 per Month, 2 visits per week
 - h. **Morrow County Annex**, Irrigon- \$327.00 per Month, 2 visits per week
 - i. **Morrow County Emergency management**, Irrigon- \$111.67 per Month, 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 replace 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;

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 Contractor shall at all times employ sufficient skilled labor in accordance with Federal, State, and Local labor laws; and the proper equipment for completing the required tasks in the manner and time required by the Contract. All equipment that is to be used shall be of sufficient size and in such mechanical condition as to produce a satisfactory quality of work.
 5. The Contractor will supervise and direct all work. The Contractor will be solely responsible for the means, methods, and safety practices of the employees, subcontractors, techniques, sequences, and procedures when performing work. The Contractor will employ and maintain on the work site a qualified working Supervisor who shall have been designated in writing by the Contractor as the Contractors' representative. The Supervisor shall have full authority to act on the behalf of the Contractor and all communications given to the Supervisor shall be binding as if given to the Contractor. The Supervisor shall be present on site at all times as required to perform adequate supervision and coordination of the work.
 6. Smoking shall not be permitted in any County building or property except in a designed smoking area.
 7. 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.
 8. 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.

9. Contract period shall be for a period of **one (1) year**, beginning September 6, 2017 and ending September 6, 2018, with an option of renewal at that time. Contractor and County agree to a performance review at six (6) months.
10. 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.
11. Contractor shall provide insurance if required by State law.
12. 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.
13. 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.
14. Personnel
 - a. Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements.
 - b. When in the opinion of the County, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.
 - c. 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. The Contractor will provide a list of employees to the City and individuals will undergo a background check before the commencement of their duties.
 - d. All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or

drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

- e. No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
- f. Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the County and shall not be allowed to work in County facilities.
- g. The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the County and against unauthorized use of County and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the County facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor.

15. 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

Patriot Building & Grounds Maintenance, Rob Cox

By:  _____

Title: OWNER _____

Date: 9/13/2017 _____

Phone number: 541-561-7266 _____

COUNTY
MORROW COUNTY BOARD COMMISSIONERS

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 2 of 2)

1. TITLE OF AGENDA ITEM: General Fund – Sheriff’s Department Budget Resolution R-2017-27
2. ISSUES, BACKGROUND, AND DISCUSSION: In the matter of increasing appropriations within the Morrow County General Fund – Sheriff’s Department pursuant to ORS 294.471(1)(c). The requested budget resolution R-2017-27 increases the General Fund - Sheriff’s Department budget by \$50,000 as directed by the Board of Commissioners on September 6, 2017. The revenue increase is due to the passage of the Morrow County and Ione School District’s agreements to supplement funding for the addition of a Special Resource Officer in the South Morrow schools. The District agreements were passed by the Board of Commissioners on May 31, 2017.
3. OPTIONS:
Options available to the Board of Commissioners include:
 1. Move to approve Resolution R-2017-27 as written;
 2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
 3. Take no action;
 4. Other.
4. FISCAL IMPACT:
Increase the School District’s revenue line #101-113-3-40-4745, the personnel service and capital outlay expenditures by \$50,000. The funds will be used to support the Special Resource Officer’s salary, benefits, and vehicle.

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

1. Move to approve Resolution R-2017-27 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

| | | | |
|---|--|--------------------------|------------------------------------|
| Routing: Original or copies of signed contract or document should be sent to the following: | | | |
| <input type="checkbox"/> | Clerk (Original for recording) | <input type="checkbox"/> | Finance Department (Copy for file) |
| <input type="checkbox"/> | Board of Commissioners (Copy for file) | <input type="checkbox"/> | Department – For distribution |
| <input type="checkbox"/> | Other _____ | | |

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2017-27
 YEAR BEGINNING JULY 1, 2017)

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2017, for the following purposes:

| FUND: | | General Fund | | | |
|--|---------------------|---|---------------------|--|--|
| Resource | Amount | Expenditure | Amount | | |
| 1 Charges for Services | \$50,000 | 1 Personnel Services | \$28,384.00 | | |
| 2 | | 2 Capital Outlay | \$21,616.00 | | |
| 3 | | 3 | | | |
| Revised Total Resources | \$16,701,796 | Revised Total Requirements | \$16,701,796 | | |
| | | Total APPROPRIATIONS, All Funds | \$32,977,071 | | |
| | | Total Unappropriation and Reserve Amounts, All Funds | \$3,258,334 | | |
| | | TOTAL ADOPTED BUDGET | \$36,235,405 | | |
| The supplemental budget would authorize an increase in Charges for Services, Personnel and Capital Outlay Expenditures for the additional revenue increase with the Morrow County and lone School District's agreements to partially fund the addition of a Special Resource Officer and vehicle to support the schools. | | | | | |

Dated this 20th day of September, 2017.

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

Melissa Lindsay, Chair

Jim Doherty, Commissioner

Don Russell, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel

PACKET: 00106-Sheriff R-2017-27

BUDGET CODE: 18-FYE BUDGET 17-18

| FUND ACCOUNT | DATE | DESCRIPTION | ADJUSTMENT | ORIGINAL BUDGET | PREVIOUS ADJUSTMENTS | NEW BUDGET | |
|-------------------|-----------|---|------------|-----------------|---------------------------------|-------------|------------|
| ----- | | | | | | | |
| 101 113-3-40-4745 | 9/20/2017 | Sheriff R-2017-27 MOCO SCHOOL DIST. SCHOOL OFFIC DEPT: SHERIFF'S DEPARTMENT | 50,000.00 | 50,000.00- | 0.00 | 100,000.00- | |
| 101 113-5-10-1301 | 9/20/2017 | Sheriff R-2017-27 FICA DEPT: SHERIFF'S DEPARTMENT | 3,508.00 | 110,249.00 | 0.00 | 113,757.00 | |
| 101 113-5-10-1302 | 9/20/2017 | Sheriff R-2017-27 WORKERS COMP DEPT: SHERIFF'S DEPARTMENT | 1,606.00 | 40,363.00 | 0.00 | 41,969.00 | |
| 101 113-5-10-1303 | 9/20/2017 | Sheriff R-2017-27 PACIFIC MUTUAL DEPT: SHERIFF'S DEPARTMENT | 14,032.00 | 424,767.00 | 0.00 | 438,799.00 | |
| 101 113-5-10-1305 | 9/20/2017 | Sheriff R-2017-27 AOC - MEDICAL DEPT: SHERIFF'S DEPARTMENT | 6,049.00 | 418,493.00 | 0.00 | 424,542.00 | |
| 101 113-5-10-1307 | 9/20/2017 | Sheriff R-2017-27 HRA/VEBA CONTRIBUTION DEPT: SHERIFF'S DEPARTMENT | 1,500.00 | 37,500.00 | 0.00 | 39,000.00 | |
| 101 113-5-10-1309 | 9/20/2017 | Sheriff R-2017-27 UNEMPLOYMENT INSURANCE DEPT: SHERIFF'S DEPARTMENT | 807.00 | 23,320.00 | 0.00 | 24,127.00 | |
| 101 113-5-10-1317 | 9/20/2017 | Sheriff R-2017-27 UNITED HERITAGE LIFE DEPT: SHERIFF'S DEPARTMENT | 62.00 | 1,631.00 | 0.00 | 1,693.00 | |
| 101 113-5-10-1321 | 9/20/2017 | Sheriff R-2017-27 MANDATED MEDICARE DEPT: SHERIFF'S DEPARTMENT | 820.00 | 25,784.00 | 0.00 | 26,604.00 | |
| 101 113-5-40-4413 | 9/20/2017 | Sheriff R-2017-27 NEW VEHICLES DEPT: SHERIFF'S DEPARTMENT PACKET NOTES: | 21,616.00 | 215,500.00 | 0.00 | 237,116.00 | |
| | | | | | TOTAL NO. ADJUSTMENTS--REVENUE: | 1 | 50,000.00 |
| | | | | | TOTAL NO. ADJUSTMENTS--EXPENSE: | 9 | 50,000.00 |
| | | | | | TOTAL IN PACKET-- | | 100,000.00 |



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

Item #
 5e

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

Staff Contact: **Sheree Smith**
 Department: **Public Health**
 Person Attending BOC Meeting (Required): **Sheree**
 Short Title of Agenda Item: **Grant Agreement #142381-1**

Phone Number (Ext): **5212**
 Requested Agenda Date: **9/20/17**

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"/> X Contract/Agreement | <input type="checkbox"/> Other: |

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

Contractor/Entity: **Oregon Health Authority**
 Contractor/Entity Address: **Portland, Or**
 Effective Dates – From: **October 1st, 2017** Through:
 Total Contract Amount: **“Not to Exceed” \$230,000** Budget Line: **Medicaid Administrative Claiming (MAC) 101-114-3-30-3440**

Does the contract amount exceed \$5,000? Yes **X** No (No actual Funding attached to the Contract)
 If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

| | | | |
|--|-----------------|---------------------------|---|
| <u>Sheree Smith</u> | <u>09/14/17</u> | Department Head | Required for all BOC meetings |
| | <u>9/18/17</u> | Admin. Officer/BOC Office | Required for all BOC meetings |
| <u>R. Touey + J. Nelson emails 9-15-17</u> | | County Counsel | Required for all legal documents |
| | <u>9/15/17</u> | Finance Office | Required for all contracts; Other items as appropriate. |
| _____ | _____ | Human Resources | If appropriate |

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

-
1. TITLE OF AGENDA ITEM: OHA Agreement #142381-1

 2. ISSUES, BACKGROUND, AND DISCUSSION: OHA Contract regarding Medicaid Administrative Claiming process which includes a “Not to exceed amount” previously stated as \$164,000. As the total accumulated amount began to approach the stated “Not to Exceed” level of \$164,000 the amount was revised to \$230,000 in this amendment.

 3. OPTIONS: Approval of Contract will allow Public Health to continue to participate in the MAC program.

 4. FISCAL IMPACT:
The Contract itself does not guarantee or provide any funding directly, but allow Public Health to continue to participate in the MAC program and be eligible for payment of “billable” activities.

 5. STAFF RECOMMENDATIONS: This funding will not impact staffing levels.

 6. SUGGESTED ACTION(S) / MOTION(S):
Approval with signature of OHA Contract #142381-1 and Signature and Date on the “Fax Back Statement”.
 - Attach additional background documentation as needed.

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

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



Agreement Number 142381

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 1 to Agreement Number 142381 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Morrow County
Acting by and through its Morrow County Health Department
P.O. Box 799, 120 S Main Street
Heppner, OR 97836
Telephone: 541-676-5421
Facsimile: 541-676-5652
Attn: Sheree Smith
E-mail address: ssmith@co.morrow.or.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of October 1, 2017 or when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **bold and underlined**.
 - a. Amend Section 3. "**Consideration**": "The maximum **Not to Exceed (NTE)** amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$164,000.00~~ **\$230,000.00**."
 - b. **Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
 - g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

[The remainder of this page intentionally left blank.]

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): MORROW COUNTY

Street address: 110 N. CART ST.

City, state, zip code: HEPPNER, OR 97836

Email address: ssmith@co.morrow.or.us

Telephone: (541) 676-5421 Facsimile: (541) 676-5652

Federal Employer Identification Number: [REDACTED]

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: [REDACTED] Expiration Date: 06/30/18

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Morrow County - Acting by and through its Morrow County Health Department

By:

| | |
|----------------------------------|--------------------|
| _____ | Melissa Lindsay |
| Authorized Signature | Printed Name |
| Morrow County Commissioner/Chair | September 20, 2017 |
| Title | Date |



State of Oregon acting by and through its Oregon Health Authority

By:

| | |
|----------------------|--------------|
| _____ | _____ |
| Authorized Signature | Printed Name |
| _____ | _____ |
| Title | Date |

Approved for Legal Sufficiency:

| | |
|-----------------------------------|----------|
| Exempt per OAR 137-045-0050(2)(c) | 9/8/2017 |
| Department of Justice | Date |

Enter name of any other required Signatures (*Optional*):

| | |
|----------------------|--------------|
| _____ | _____ |
| Authorized Signature | Printed Name |
| _____ | _____ |
| Title | Date |

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County 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 and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. 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.
 - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

- 11. Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- 12. Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 13. Disclosure.**
- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

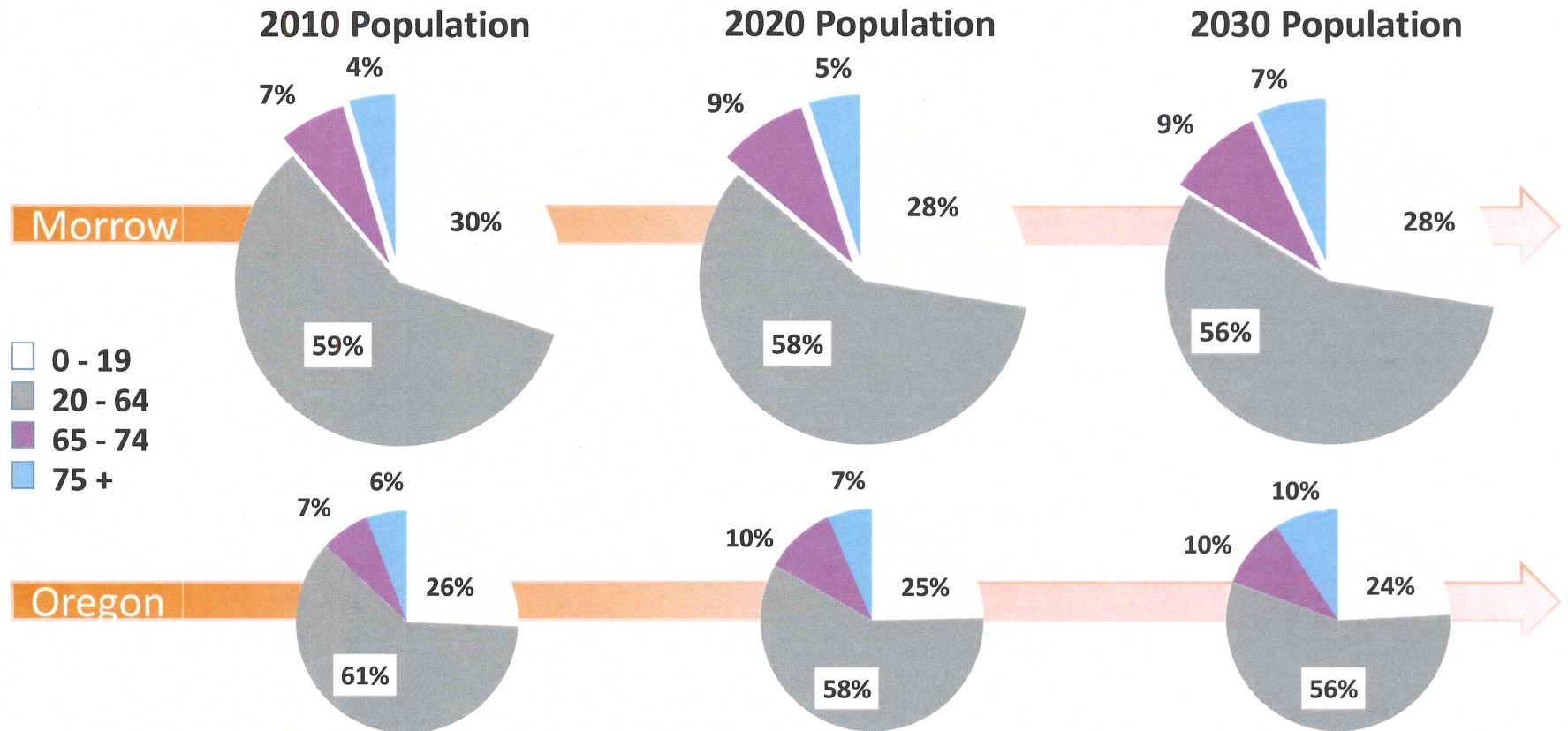
care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

Our Population is Aging ...

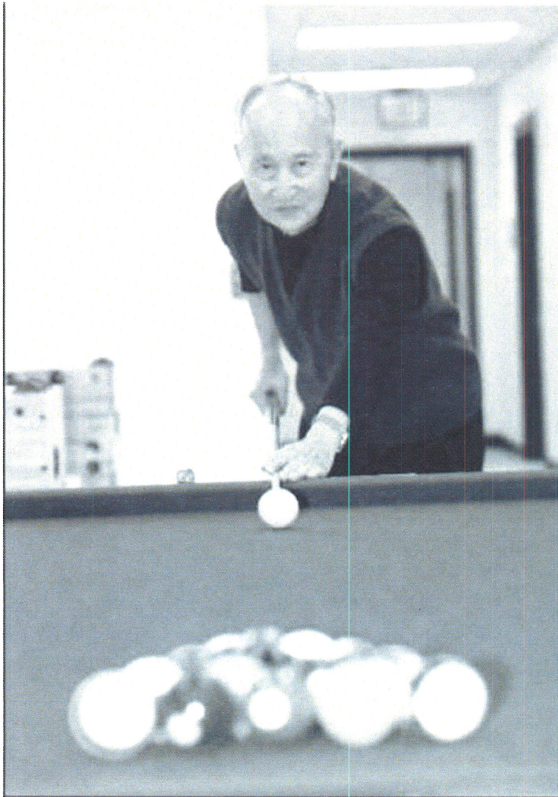


| Age | Morrow | Oregon | Morrow | Oregon | Morrow | Oregon |
|--------------|--------|-----------|--------|-----------|--------|-----------|
| 19 and Under | 4,095 | 984,694 | 4,558 | 1,075,241 | 5,427 | 1,184,062 |
| 20-64 | 7,965 | 2,357,263 | 9,673 | 2,550,261 | 11,066 | 2,756,241 |
| 65-74 | 900 | 272,592 | 1,452 | 450,077 | 1,860 | 491,504 |
| 75 and Over | 622 | 229,352 | 837 | 283,679 | 1,349 | 459,418 |

| 2010 Census Figures | Oregon | Morrow County | Boardman | Heppner | Ione | Irrigon | Lexington |
|---------------------|-----------|---------------|----------|---------|------|---------|-----------|
| Population: | 3,831,074 | 11,173 | 3,220 | 1,291 | 329 | 1,826 | 238 |
| % Population 65+: | 14% | 13% | 6% | 22% | 15% | 11% | 18% |
| % Hispanic all ages | 12% | 31% | 62% | 4% | 12% | 32% | 1% |

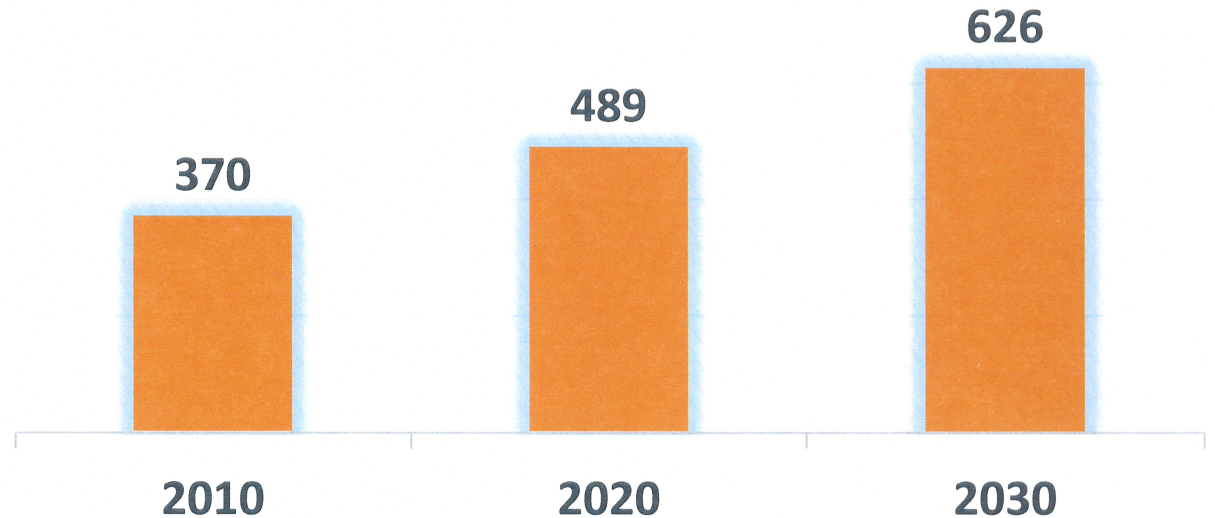
How is the Financial Health of People in Your Community Now?

| 2010 Census Figures | Oregon | Morrow County | Boardman | Heppner | Ione | Irrigon | Lexington |
|---------------------------------|----------|---------------|----------|----------|----------|----------|-----------|
| Household Mid-Range Income: | \$49,260 | \$43,902 | \$40,317 | \$38,021 | \$46,000 | \$47,000 | \$43,875 |
| Labor Force Participation Rate: | 65% | 62% | 77% | 60% | 65% | 64% | 54% |
| Unemployment: | 9% | 7% | 7% | 6% | 11% | 9% | 5% |
| Poverty Rate: | 14% | 15% | 15% | 29% | 1% | 26% | 5% |
| 65+ Poverty Rate: | 8% | 4% | 0% | 5% | 0% | 13% | 3% |
| Public Assistance: | 14% | 17% | 20% | 26% | 13% | 22% | 5% |



Our Care Needs are Growing

Seniors and People with Disabilities Clients



Will our facilities meet the needs of Morrow County seniors?

| Facility Type | Count | Beds |
|---|-------|------|
| Physicians per 1000 (2011) | 0.4 | -- |
| Hospitals (2012) | 1 | -- |
| Community Facilities (June 2012) <small>Adult Foster Homes, Assisted Living Facilities, Residential Care Facilities</small> | 2 | 21 |
| Nursing Homes (March 2012) | 0 | 0 |

Sources: Disabled Seniors: Office of Forecasting, Research and Analysis, August 2012, Physicians per 1000: Oregon Office of Rural Health—OHSU, Emerson Ong,. Hospitals: Oregon Health Policy & Research, Patrick Bartshe. Community Facilities: SPD Datawarehouse Provider tables June 2012, Julia Brown. Nursing Facilities: ASPEN, Sheryl Luper

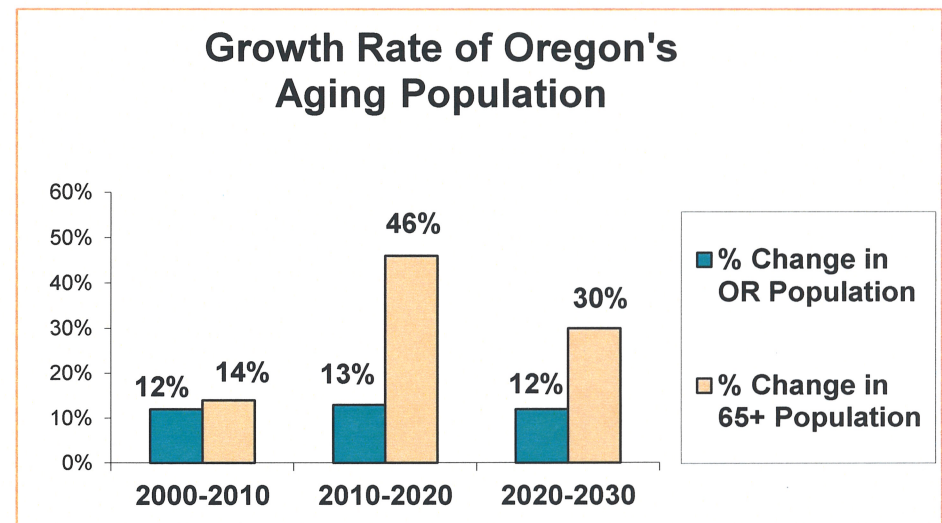
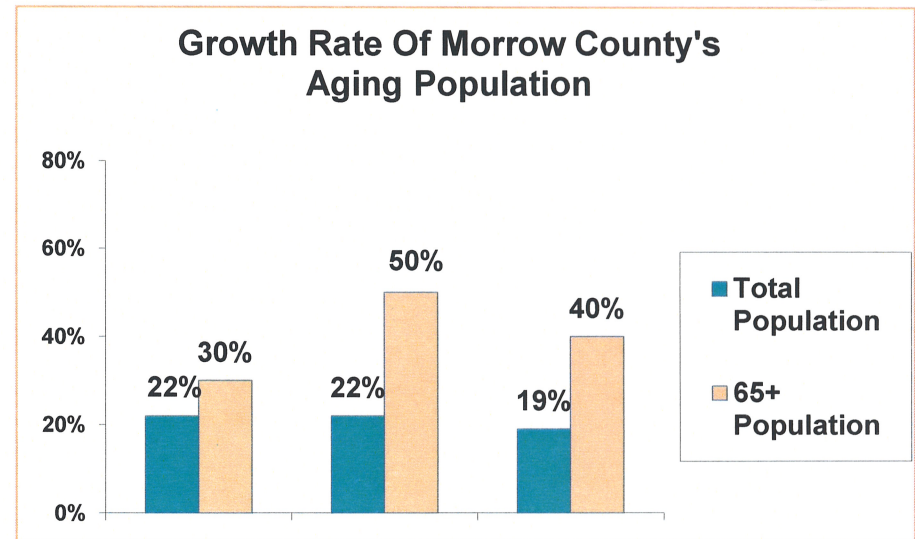
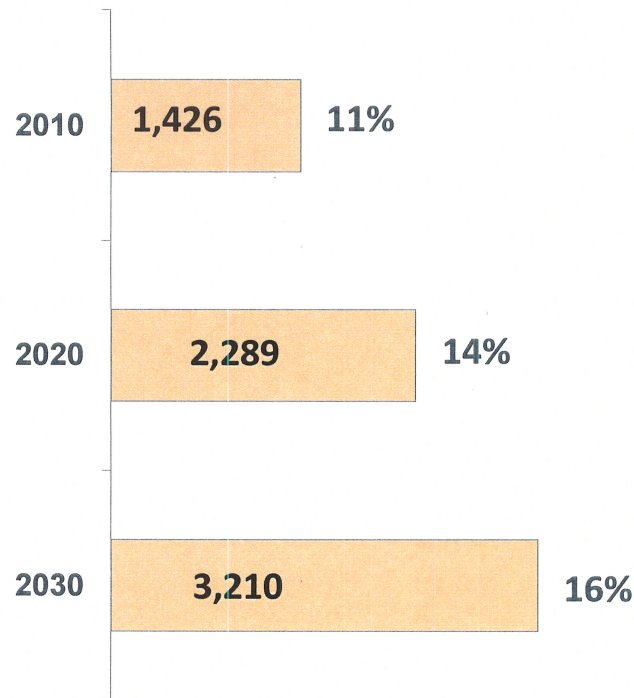
| Morrow County Projected Medicaid Needs | 2010 | 2020 | 2030 |
|---|------|------|------|
| Seniors Living in Poverty | 59 | 80 | 125 |
| Seniors receiving Medicaid-funded long-term care and other Medicaid assistance: | 151 | 227 | 318 |

Today: Employee of the Year

Tomorrow: Will he be able to find the help he needs in 2030?



Morrow County Projected 65+ Population and % of general population



Source: Senior Poverty and Medicaid Needs, Office of Forecasting, Research and Analysis, August 2012.
 Population Projections from Office of Economic Analysis (http://www.oregon.gov/DAS/OEA/docs/demographic/pop_by_ageandsex.xls)

Retirement Security or Insecurity? Experience of Workers Aged 45 and Older – AARP Survey, October 2008

43% of people are NOT saving for retirement outside of work

58% do not believe they are saving enough for retirement



Why are people not saving more for retirement?

| Reason | Percent |
|--|---------|
| Don't have enough left over after paying bills | 83% |
| Haven't gotten around to it | 25% |
| Saving for a child's education | 23% |
| Helping to support an elderly relative | 15% |
| Too confusing to get started | 14% |
| Saving for a house | 7% |

If the economy does not improve, people plan to...

| | |
|--------------------------|-----|
| Delay retirement | 65% |
| Spend less in retirement | 69% |
| Save more for retirement | 37% |

How has the economy affected people?

| | |
|---|-----|
| Stopped putting money into a retirement account | 20% |
| Prematurely withdrawn funds from retirement account or other investments | 13% |
| Found it more difficult to pay for mortgage or rent | 27% |
| Found it more difficult to pay for basic items such as food, gas, or medicine | 56% |
| Found it more difficult to pay for utilities | 45% |
| Helped a family member pay bills | 47% |

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

1. TITLE OF AGENDA ITEM:

REQUEST FOR APPROVAL TO GO FORWARD WITH THE ATTACHED INTERGOVERNMENTAL FUNDING AGREEMENT

2. ISSUES, BACKGROUND, AND DISCUSSION:

After the Mosier train derailment incident, I was approached by the Local Emergency Planning Committee about a HAZMAT Rail Response Emergency Plan.

When I started researching I found, only one county had a Rail Response Plan in place. This plan was created after a rail event, involving a large fire.

In May 2017 at the Local Emergency Planning Committee Conference I contacted Chad E. Hawkins (Hazmat Rail Coordinator Office of State Fire Marshal Oregon State Police).

Chad advised me of a grant opportunity for Rail Response Plans through the State Fire Marshal. The grant was for up to \$10,000.00. There was a short deadline to apply for the grant so I got right on it.

I complete a grant request, application and submitted it to Chad. I recently was notified we were approved.

3. OPTIONS:

4. FISCAL IMPACT:

Morrow County Emergency Management will be reimbursed up to \$10,000.00

The funds have to go to a HAZMAT Rail Response Emergency Plan and Exercise of that plan.

5. STAFF RECOMMENDATIONS:

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

- Attach additional background documentation as needed.

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

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

INTERGOVERNMENTAL FUNDING AGREEMENT

This Agreement is entered into between the State of Oregon acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal, hereinafter referred to as “OSFM” and the Morrow County Emergency Management, hereinafter referred to as “MCEM”.

RECITALS

- A. By authority granted under ORS 190.110, a state agency or unit of local government of this state may cooperate by agreement or otherwise, with a state agency or unit of local government of this or another state in performing a duty imposed upon it or in exercising a power conferred upon it.
- B. In order to ensure a swift response to a hazardous substance rail incident and to minimize damage to people, property, and wildlife, OSFM is authorized under ORS 453.347 to assist with emergency response planning by appropriate agencies of local and state government, and may apply for funds to train, equip, and maintain an appropriate response capability at the state and local level.
- C. The parties desire to engage in this intergovernmental funding agreement for the mutual benefit of the parties. The OSFM desires to enter into this intergovernmental funding agreement to assist with local emergency response planning and support of an appropriate local hazardous materials (HAZMAT) by rail emergency response capability. MCEM requested to receive financial assistance from OSFM to carry out the planning for local oil or hazardous materials spills or releases, or the potential of spills or releases, during rail transport set forth in Exhibit A.

TERMS OF FUNDING AGREEMENT

1. PURPOSE; STATEMENT OF WORK.

1.1 Purpose. The purpose of this funding agreement is to establish the terms and conditions of the distribution of HAZMAT Rail Program funds and implementation of the project(s) set forth in Exhibit A, which funds local HAZMAT transportation by rail incident response plans for city/county emergency planning sections or local planning districts. The purpose of the project is to develop plans for responding to rail incidents involving HAZMAT.

1.2 Statement of Work. MCEM shall perform the following work in accordance with the terms and conditions of this Agreement.

Develop a community HAZMAT Transportation by Rail Incident Response plan following the funding requirements and planning elements outlined in Exhibit A. The OSFM is able to provide up to \$10,000 in funds to Oregon's Local Emergency Planning Committees (LEPC) or county emergency managers of local emergency planning districts developing their LEPCs as established by the Oregon State Emergency Response Commission (SERC). Funding is available through the allocation of general fund dollars through House Bill 3225 which directs the OSFM to coordinate planning for oil or hazardous materials spills or releases, or the potential of spills or releases, during rail transport.

2. TERM / EFFECTIVE DATE.

- 2.1 This Agreement is effective on the date on which all parties have executed the Agreement and all required reviews and approvals are obtained (“Effective Date”). No work can be done under this Agreement until all required reviews and approvals have been obtained. No payment will be made for work performed outside the Effective Date and Termination Date of this Agreement.
- 2.2 This Agreement terminates in (8 months) from the effective date unless sooner terminated or extended pursuant to other provisions of this Agreement.

3. MCEM OBLIGATIONS.

- 3.1 MCEM agrees to comply with all project details set forth in Exhibit A, the Application For Funds, and the requirements identified.
- 3.2 MCEM agrees to submit to the OSFM a Request for Reimbursement (Exhibit C) with a copy of the response plan for verification and approval before payment is made by the OSFM. All Requests for Reimbursements must be submitted to the OSFM no later than thirty (30) days following the completion of the HAZMAT transportation by rail incident response plan.

4. OSFM’s OBLIGATIONS.

- 4.1 OSFM agrees to provide direction and support, on an “as needed” basis when reasonable, to MCEM.
- 4.2 OSFM agrees to work with MCEM to distribute announcements to public safety agencies across Oregon that may be interested in participating in the planning process.
- 4.3 OSFM agrees to reimburse the MCEM, up to the amount of **\$10,000.00**, for accomplishment of the aforementioned MCEM obligations as stated in Section 3. Questions regarding eligible costs should be addressed to the OSFM Hazmat Rail Program Coordinator identified in Section 5 of this Agreement, who will have final decision-making authority. Any funds disbursed to MCEM under this agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) must be returned to OSFM. MCEM shall return all Misexpended Funds to OSFM promptly, no later than 15 days after OSFM’s written demand.”

5. NOTIFICATIONS.

5.1 OSFM CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Chad Hawkins, Hazmat Rail Program Coordinator
Office of State Fire Marshal
3565 Trelstad Ave SE
Salem, OR 97317
Ph: 503-934-8212
Email: chad.hawkings@state.or.us

5.2 MCEM CONTACT.

Notifications required for the administration of this Agreement shall be sent to:
 John A. Bowles, Undersheriff / Emergency Manager
 Morrow County Emergency Management
 325 Willow View Drive
 Heppner, OR 97836
 Ph: 541-676-5317
 Email: jbowles@co.morrow.or.us

6. TERMINATION.

- 6.1 This Agreement may be terminated at any time by mutual written consent of both parties.
- 6.2 OSFM may terminate this Agreement effective upon delivery of written notice to MCEM, or at such later date as may be established by OSFM, under any condition including, but not limited to the following:
- 6.2.1 If MCEM fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OSFM, fails to correct such failures within five (5) days, or such longer period as OSFM may authorize.
- 6.2.3 If OSFM fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to continue to make the payments provided for in this Agreement.
- 6.2.4 If federal or state laws, regulations, or guidelines are modified, or interpreted in such a way that the work under this Agreement is prohibited, or if OSFM is prohibited from paying for such work from the planned funding source.
- 6.2.5 If MCEM fails to provide its share of the cost of the project.
- 6.3 Termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

7. NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. MCEM is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OSFM certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OSFM's current appropriation or limitation of the current biennial budget.

8. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and MCEM that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. MCEM, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. COMPLIANCE WITH GOVERNMENT REGULATIONS.

- 9.1 MCEM agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230, and 279B.270, which are hereby incorporated by reference. Without limiting the generality of the foregoing, MCEM expressly agrees to comply with (i) Title VI of the 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.

10. CONTRIBUTION.

- 10.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.
- 10.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE MCEM (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE MCEM IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE MCEM ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY

OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE MCEM ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.

- 10.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE MCEM IS JOINTLY LIABLE WITH THE STATE (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE MCEM SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE MCEM ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE MCEM ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE MCEM'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.
- 10.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 11, MCEM, AS THE RECIPIENT OF FUNDS, PURSUANT TO THIS AGREEMENT WITH THE STATE OF OREGON, SHALL ASSUME SOLE LIABILITY FOR MCEM'S BREACH OF THE CONDITIONS OF THE AGREEMENT, AND SHALL, UPON MCEM'S BREACH OF AGREEMENT CONDITIONS THAT CAUSES OR REQUIRES THE STATE OF OREGON TO RETURN FUNDS TO THE ISSUER, HOLD HARMLESS AND INDEMNIFY THE STATE OF OREGON FOR AN AMOUNT EQUAL TO THE FUNDS WHICH THE STATE OF OREGON IS REQUIRED TO PAY ISSUER.

11. REMEDIES.

In the event that MCEM violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

12. THIRD PARTY BENEFICIARY.

OSFM and MCEM are the only parties to this Agreement and are the only parties entitled to enforce the terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly 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 Agreement.

13. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which are beyond the parties' reasonable control. The parties 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 the obligations under this Agreement.

14. ENTIRE AGREEMENT/WAIVER/MERGER.

This Agreement 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 Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties 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 OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

15. AMENDMENTS.

This Agreement may be amended by mutual agreement of both parties, but only to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained.

16. RECORDS MAINTENANCE; ACCESS.

MCEM shall retain, maintain, and keep accessible all records relevant to the Agreement for minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. Financial records shall also be kept in accordance with generally accepted accounting principles. During the record retention period established in this section, the MCEM shall permit the State, its duly authorized representatives, and the federal government access to the records at a reasonable time and place for the purposes of examination and copying.

17. SEVERABILITY.

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

18. COUNTERPARTS.

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

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO SIGN AND BIND THEIR AGENCY, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

| | |
|---|--------------------|
| MORROW COUNTY EMERGENCY MANAGEMENT <hr/> <p>John A. Bowles Undersheriff / Emergency Manager</p> | DATE: _____ |
| OREGON OFFICE OF STATE FIRE MARSHAL: <hr/> <p>James L. Walker State Fire Marshal</p> | DATE: _____ |

EXHIBIT A

PROJECT GUIDELINES

Essential Plan Elements

With the goal of providing for consistency of emergency plans developed within different areas of the state, the following elements are recommended for HAZMAT by Rail Emergency Response Plan development, even though the predominant hazardous commodities being evaluated and planned for may change based on the area.

1. Identification of the volume, type, and frequency of the top three (minimum) HAZMAT commodities transported by rail through designated response area. May include additional hazardous commodities if deemed necessary.
2. Identification of rail transportation routes, rail facilities, transloading facilities, and other supporting infrastructure.
3. Identification of emergency response procedures by rail industry and local responders, including response times.
4. Designation of key response agencies along the rail line including, but not limited to; the railroad company, state partners (OSFM, OSP, DEQ, OEM, ODOT, OHA), federal partners (PHMSA, EPA, Coast Guard, FRA), tribal resources, OSFM Regional HAZMAT Teams, local fire/EMS/law enforcement, and private response contractors.
5. Outline of emergency notification and public information procedures from the initial phase of the incident to incident termination.
6. Description of how to determine the probable affected area(s) and population along the rail lines, critical and/or at risk facilities, to include historically and environmentally sensitive areas.
7. Inventory of local emergency response equipment, responder training, and capabilities/limitations.
8. Outline of evacuation plans, route identification, and plume modeling for critical areas.
9. Training programs and resources for first responders.
10. First responder incident action plan template and initial response checklist to accompany the plan.
11. Methods and potential scheduled timeframes for exercising the plan.
12. Identification of existing emergency response plans and mutual aid agreements within the specific response area and implementation of those plans.

EXHIBIT B

REQUEST FOR REIMBURSEMENT (RFR)

| | | | |
|---|----------|---------|--|
| AGENCY: | | | |
| ADDRESS: | | | |
| | | | |
| CONTACT: | | | |
| PHONE: | | E-MAIL: | |
| FED TAX ID#: | | IGA#: | |
| PROJECT TITLE: | | | |
| REQUESTED AMOUNT: | \$10,000 | | |
| PREPARED BY: | | TITLE: | |
| | | | |
| SIGNATURE OF AUTHORIZED SIGNER: | | TITLE | |
| | | | |
| MAIL TO: OREGON STATE POLICE, OFFICE OF STATE FIRE MARSHAL, ATTN: CHAD HAWKINS, 3545 TRELSTAD AVE SE, SALEM, OR 97317 | | | |
| FOR QUESTIONS, CONTACT CHAD HAWKINS AT CHAD.HAWKINS@STATE.OR.US OR 503-934-8227 | | | |

John Bowles

From: McDowell, Eric <eric.mcdowell@state.or.us>
Sent: Friday, September 01, 2017 11:03 AM
To: John Bowles
Cc: Hawkins, Chad E
Subject: IGA-447-17 Funding Agreement
Attachments: IGA-447-17 MCEM Funding Agreement.pdf

Mr. Bowles,

Attached is the Agreement for Hazmat Rail Incident Response Plan funding. Please review and if there are no questions or concerns, sign and return to me. I will get the final signature and send you a copy of the executed agreement.

If you do have questions or concerns about the agreement, please let me know.

Thank you,

Eric McDowell
Oregon State Police
Procurement Services Unit
3545 Trelstad Ave SE
Salem, OR 97317
(503) 378-2952
Cell: (503) 269-7805

John Bowles

From: Hawkins, Chad E <chad.hawkins@state.or.us>
Sent: Friday, September 01, 2017 10:04 AM
To: Hawkins, Chad E
Cc: McDowell, Eric
Subject: HazMat Transportation by Rail Incident Response Plan funding IGA Notice

Good Afternoon All,

Today you will be receiving the completed Inter-Governmental Agreement (IGA) for your Hazmat Rail Incident Response Plan funding request. This email will come from our Oregon State Police procurement division lead on this project, Eric McDowell, he is CC'd on this email for everyone's reference.

When you get your respective IGA signed, please scan immediately and send back to Eric so we can start the planning process. Any IGA questions or comments should be referred to Eric but continue to CC me on any email.

Let me know if you have any questions in the meantime and I look forward to working with you all soon.

Thanks,

Chad E. Hawkins
Hazmat Rail Coordinator
Office of State Fire Marshal
Oregon State Police
3565 Trelsatd Ave. SE
Salem, OR 97317
(503) 934-8212 Direct
(503) 400-4671 Cell
(503) 373-1825 FAX
chad.hawkins@state.or.us

HazMat Rail Website: <https://www.oregon.gov/osp/sfm/pages/hazmat-rail.aspx>

"Premier Public Safety Services"



John Bowles

From: John Bowles
Sent: Sunday, August 13, 2017 1:58 PM
To: Pat Hart
Subject: Re: Rail Emergency Response Plan, Morrow and Umatilla Counties

Hi Pat,

This sounds good to me. This month is really busy for us. If we could get together next month and get all the details and paperwork taken care of that would be great.

Thank You.

Sent from my iPhone

On Aug 13, 2017, at 1:10 PM, Pat Hart <pathart@eotnet.net> wrote:

Gentlemen,

I'm not sure I can make it to the next LEPC meetings but now that I'm all but done with the Douglas County LEPC ERP, I wanted to follow up on the Umatilla/Morrow Counties rail response plan so you can proceed with the grant application, etc.

In creating this plan there will be a significant amount of time in the writing as well as discussions with concerned/interested parties and field time. At this time I don't know if there will be a need to purchase any computer software or any equipment or supplies so I can't make an educated estimate of those costs.

Here is what I propose. I will write the plan (and present the plan if desired) for \$10,000 plus any required supplies, equipment and software. That would be \$5,000 per county for grant purposes for contract costs plus whatever you'd like to include for supplies (specifically copies). I really don't anticipate much for supplies and equipment other than copies I might have to make. If you want me to include any bound copies of the final plan there might be some small expense there.

I would propose to start the work September 1, 2017 with completion within the bounds of the grant. I understand the grant has a 9-month completion period which would have a completion date of May 31, 2018.

If that is acceptable to you, I'll need to have contact names and information for your respective contacts and who to notify if there are any issues. I assume that the Morrow County contact would be John Bowles and the Umatilla Contract would be Tom Roberts, but please let me know for sure.

Of course, we will need a contract similar to the one we had for each LEPC ERP as long as that meets the requirements of the State of Oregon.

Thanks for your consideration. I'll look forward to hearing from you.

Pat Hart
541-571-3062

John Bowles

From: Hawkins, Chad E <chad.hawkins@state.or.us>
Sent: Wednesday, August 02, 2017 10:41 AM
To: Hawkins, Chad E
Cc: McDowell, Eric; Heffner, Michael D; Wolfe, Terry
Subject: HazMat Transportation by Rail Incident Response Plan funding application AWARD NOTICE

Good Afternoon Hazmat by Rail Plan funding applicant,

Your application for the HazMat Transportation by Rail Incident Response plan funding opportunity has been **approved**. You have been awarded the amount you have requested (up to max \$10,000). This opportunity has been made possible through general funds provided by HB 3225 (July 2015) which directs OSFM to coordinate planning and training, and to identify gaps in equipment and capabilities in relation to potential oil or hazardous materials spills that occur during rail transport. The Oregon State Police (OSP) budget for FY17-19 has received approval and we are now able to move forward with FY 17-19 projects. The next steps in the process for you all are as follows:

1. Receive award notice (consider this email an award notice)
2. Receive Inter-Governmental Agreement (IGA) template via email (in the next week or so)
3. Return signed copy (scan or hard copy) of IGA
4. Upon receipt of completed and signed IGA, the clock starts for 8 month period for Plan completion (unless otherwise specified)
5. Develop Hazmat Rail Plan
6. Submit completed Hazmat by Rail Plan and invoice to OSFM (Funding will only be provided upon Hazmat Rail Plan completion)

Again, I want to take the time and thank everyone for your patience through this process. These partnerships strengthen the statewide network of readiness for such an Hazmat Rail incident at the local, state, federal, and tribal levels. I look forward to working with you all closely as the projects move forward. Please don't hesitate to call or email with any questions or comments you may have.

I will be attending all (if possible) Hazmat Rail Planning meetings to provide guidance and subject matter expertise as needed throughout this process. Please keep me up to date on any/all meetings and/or conference calls related to this project.

Respectfully,

Chad E. Hawkins
Hazmat Rail Program Coordinator
Office of State Fire Marshal
Oregon State Police
3565 Trelsatd Ave. SE
Salem, OR 97317
(503) 934-8212 Direct
(503) 400-4671 Cell
(503) 373-1825 FAX
chad.hawkins@state.or.us

HazMat Rail Website: <https://www.oregon.gov/osp/sfm/pages/hazmat-rail.aspx>

"Premier Public Safety Services"

John Bowles

From: Hawkins, Chad E <chad.hawkins@state.or.us>
Sent: Friday, June 23, 2017 3:24 PM
Cc: Heffner, Michael D; Otjen, Sue; Wolfe, Terry
Subject: HazMat Transportation by Rail Incident Response Plan funding application update

Good Afternoon,

Your application for the HazMat Transportation by Rail Incident Response plan funding opportunity has been received. This opportunity is made possible through general funds provided by HB 3225 (July 2015) which directs OSFM to coordinate planning and training, and to identify gaps in equipment and capabilities in relation to potential oil or hazardous materials spills that occur during rail transport. Over the next several weeks, OSFM staff will be reviewing the applications for project relevance, adherence to application guidelines, and overall completeness of the application. At this time we have numerous applications and will be processing them in which the order they are received. We anticipate being able to fund several projects but the final decision to award will occur sometime after the Oregon State Police (OSP) budget for FY17-19 receives an official approval by the Governor which will be around July 1st. After that time, applicants will receive a notification of award approval and the next steps in the process.

I want to take the time and thank everyone for not only the thoroughness of the applications, but your continued time and commitment to local preparedness for a HazMat by rail incident. This partnership strengthens the statewide network of readiness for such an incident at the local, state, federal, and tribal levels. I look forward to working with you all closely as the projects move forward. Please don't hesitate to call or email with any questions or comments you may have.

Respectfully,

Chad E. Hawkins
Hazmat Rail Program Coordinator
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"Premier Public Safety Services"



**Hazardous Materials (HazMat) by Rail Emergency Response Plan
Development Project FY 2017-18
COVERSHEET**

Project title: Morrow County LEPC HAZMAT Transportation by Rail Incident Response Plan

Project period: September 1, 2017 thru April 30, 2018

Applicant agency: Morrow County Emergency Management

Mailing address: 325 Willow View Drive

Heppner, Oregon

97836

Federal Tax Identification Number: _____

Project contact: John A. Bowles

Title: Undersheriff/ Emergency Manager

Phone: 541-676-5317

Email: jbowles@co.morrow.or.us

Local Emergency Planning Committee

Are you applying on behalf of a Local Emergency Planning Committee(LEPC)? Yes

If yes, which LEPC: Morrow County LEPC

If no, which county emergency manager agency of local emergency planning districts do you represent.

Total Grant Funds Requested
(Maximum allowable of \$10,000)

\$10,000.00

Agency Authorized Official: John A. Bowles

Title: Undersheriff/ Emergency Manager

Signature: John A. Bowles

Date: 24 May 2017

**FY 2017-18 HazMat by Rail Emergency Response Plan
Development Project**

PROJECT BUDGET DETAIL

| Expenditure | Description | Amount |
|--------------------|---|---------------------|
| Travel | | |
| Equipment | | |
| Supplies | | |
| Contractual | Information collection and draft of Rail Incident Response Plan | \$ 10,000.00 |
| Other | | |
| Total | | \$ 10,000.00 |

Any additional budget detail to be attached to application on a separate page/excel spreadsheet.

FY 2017-18 HazMat by Rail Emergency Response Plan Development Project

PROJECT NARRATIVE

Project Description

Who –Who will be performing the task or activity?

What –What task or activity is being performed?

Why –Why is the task or activity being performed?

Where –Where will the task or activity take place?

When –When is the task or activity projected to be performed?

How Many – What is the projected number of participants involved in the task or activity?

Morrow County will contract for the collection of data, information and draft of a HAZMAT Transportation by Rail Incident Response Plan, dedicated specifically to enhanced planning in support of the response to such an incident in any of our communities. The cost of this contract will be up to, but not exceed \$10,000.00. If the contractual costs of drafting the plan does not reach \$10,000.00, the LEPC would consider applying remaining funds towards conducting exercises to the plan to determine any shortfalls.

Morrow County is home to communities where rail commodities are transported through them several times daily. Due to these factors, it is believed that a major incident involving HAZMAT is highly plausible. This belief was significantly solidified when the community of Mosier, Oregon witnessed a derailment of HAZMAT cars along the same line that passes through our communities.

We will require this contractor to perform all related plan drafting coordination including, meeting with necessary stakeholders to determine specific community needs, concerns, and existing resources. Following delivery of a completed final draft, Morrow County Emergency Management, administrated through the Morrow County Sheriff's Office and in coordination with the Morrow County LEPC will ensure plan adoption and exercise requirements are met as outlined in the SOW. Completion of the draft will be with-in 8 months from project start (anticipated start of 1 September 2017).

Collaboration - Area of Benefit and Partners

List the cities, counties, response disciplines, public and private entities, etc. that will benefit from the proposed project. Indicate who you will partner with to conduct this project.

The primary product of this work will be to develop HAZMAT by Rail Incident pre-plans, for use by the transportation entities, facilities, municipalities and local public safety and emergency management agencies in Morrow County. There are several benefits to this project, including improved working relationships with EHS facilities in the Morrow County LEPC planning district, supplemental resources for HazMat teams, an opportunity to refine evacuation planning techniques and application of best practices.

To develop a quality, meaningful plan would be beneficial to our partners, who include EHS facilities, emergency service organizations, schools, transportation agencies, city and county governments, public health and nonprofits. A high quality finished product is expected when using grant funds for a required project such as this, allowing us to create one set of supporting documents including (but not limited to) maps and plume models.

Umatilla County Fire District #1 and area firefighters make up the State HazMat Team 10. Candidates from these departments are recruited to take Technician level training to help maintain the current team membership level.

Coordination with HAZMAT by Rail Incident Planning from neighboring counties and EM/LEPC's will be greatly encouraged in the draft to facilitate comprehensive planning over jurisdictional boundaries and familiarity of these plans. Additionally, joint exercising of these final plans will be encouraged.

Overall Contribution

How does the project contribute to the overall effort of addressing and/or enhancement of local emergency response plans?

Funding of this grant will provide for the enhanced safety of the citizens in the planning district, as well as improving the planning efforts of the Morrow County LEPC. Private sector EHS facilities and public safety response agencies share the common goal of ensuring the safety of citizens living near these facilities, and this project is the most effective way to preserve that life safety.

Funding this grant and completion of the plan will allow the Morrow County LEPC to meet newly established State requirements. More importantly it will provide the LEPC with a tool to work more closely with EHS facilities, schools, emergency responders and nonprofit organizations that have not been part of our organizational meetings. It will provide a method of evaluating our county-wide ability to respond to hazardous materials transportation emergencies by rail and share with the public that we are attempting to be prepared for the unexpected.

Project Management - Itemize the Tasks and Attach a Timetable

Who is supervising the project?

Who is responsible for managing the grant?

Who will do the work?

What is the proposed timeline for completion of the project?

How will you make sure timelines and tasks are being met?

What plans, strategies, or practices are you using to reach the project objectives?

Have all pertinent parties agreed to these plans, strategies, and practices?

Morrow County Emergency Management will provide overall administration of the project, to include funding management. Coordination with the LEPC on the completion of the project will be maintained through input by the LEPC Executive body. All contractual and plan tasks will be in accordance to the grant SOW established by the Oregon State Fire Marshals Office.

Task: the contractor will provide maps of the locations of each facility in two formats: a portable, geo-referenced electronic format such as shape files, providing context with the most current maps of terrain, vegetation, population, jurisdictional boundaries, aerial orthographic photos, critical facilities, and transportation infrastructure from city, county, or state data, and an electronic version of the same map suitable for printing as a PDF or similar file format.

Task: by contract, ensure a HAZMAT Transportation by Rail Incident Response Plan is drafted for enhancement of overall capabilities in the event of a rail incident in Morrow County. The contractor shall ensure the plan meets the State requirements outlines in the Grant SOW and all applicable local, state and federal laws.

Task: contractor shall coordinate with HazMat training officer to conduct at least one plume model for inclusion into the plan draft for each recognized high risk location. This element should include determining the number of high risk locations to be modeled through input by stakeholders, starting with the highest hazards, as determined in previous tasks or the SOW. Upon completion, contractor will collate all models developed.

Task: contractor shall, using the plume models Integrated with geographic data from previous task, develop multiple scenarios for evacuation, coordinating with the municipality point-of-contact and the representatives of the local public safety response agency. At least two scenarios will be developed for each recognized location, and more may be required based upon stakeholder input, if approved by the Morrow County LEPC Executive Body.

Estimated time for overall project completion: no more than eight months.

The Morrow County Emergency Management Division in coordination with the LEPC Executive Body would have ultimate responsibility to see that the plan is completed, with the LEPC membership being provided regular updates. It would be the responsibility of the Morrow County LEPC membership to approve the plan when it is completed and then to assure, as outlined in the plan, that it is reviewed annually and shared with the public at the LEPC's annual meeting

Overall Objectives and Results

List and prioritize the specific measurable and obtainable objectives.

Discuss project objectives to be accomplished.

What capabilities will be created or enhanced?

See attached word document.

Justification, comments, and additional information

Provide any additional information regarding why the review committee should approve your project request.

This project merits funding since the outcome benefits all members of the planning district. In addition to enabling Morrow County LEPC members to meet the requirements of law, this planning project will strengthen the position of the Morrow County LEPC in the planning district. The lessons of the train derailment in Mosier, Oregon need to be applied wherever there is similar potential in order to ensure the enhanced safety of the communities, this LEPC proudly represents. Morrow County is home to the Port of Morrow, where a large percentage of the trains traveling through the Pacific Northwest must pass. Because of the high volume of trains in this area, as well as the many populated communities surrounding rail infrastructure in Morrow County, having a plan for dealing with potential incidents.....just makes sense!

Questions?

Contact Chad Hawkins, HazMat Rail
Coordinator at 503-934-8212 or
chad.hawkins@state.or.us

Overall Objectives and Results

This project will provide invaluable tactical information to public safety response agencies and will enhance working relationships among members of the Morrow County LEPC. In addition to measuring results by the quality of the plan produced, the member agencies will also be able to use information developed in the process to plan future exercises. Furthermore, future training may be conducted working with actual site information, allowing the most directly impacted agencies to refine their response tactics. These are all directly measurable and should improve the overall results. With this grant funding we would ensure completion of the writing of the Morrow County LEPC HAZMAT Transportation by Rail Incident Response Plan by the end of March 2018 and have it submitted to the SERC for review. During the time in which the plan is being written, it would be periodically submitted and reviewed in draft form by the Morrow County LEPC board to assure it is meeting the intent of the intended requirements.



PLANNING DEPARTMENT

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

September 14, 2017

Kellen Tardaewether, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301

RE: Boardman to Hemingway (B2H)
Comments on the amended preliminary Application for Site Certificate

Dear Ms. Tardaewether:

The following comments are on behalf of the Morrow County Board of Commissioners serving as a Special Advisory Group for this project. The Board of Commissioners did review the tenets of this letter at their regular meeting on August 23 and the final draft on September 13 and supports the issues raised and the proposed Conditions.

Exhibit B - Project Description: The portion of Exhibit B of interest is the Road Classification Guide and Access Control Plan (Attachment B-5) as well as the 2017 Supplemental Siting Study (Attachment B-6). In both of these documents changes implementing the West of Bombing Range Road route are discussed. Morrow County does not have any specific comment to these documents, but want to state our support of the West of Bombing Range Road route because it limits direct impacts to irrigated agricultural lands to the east of the proposed route on highly productive agricultural land.

Exhibit C - Project Location: Once again interest is the West of Bombing Range Road route and how it will impact highly productive irrigated agriculture. Morrow County advocated for more of the West of Bombing Range Road route to be on land owned by the federal government and managed by the Department of Defense/Department of the Navy. It is those portions that will be east of the road that are of most concern to Morrow County. The more southern route, labeled "Sand Hollow-Whittaker Flats Alternative," proposed by Morrow and Umatilla Counties, was intended to further limit impacts to irrigated agriculture and residential uses. Our review will be to assure that is the case.

It is within Attachment C-2 Proposed Route Location that the Multi-Use Areas (MUA) and other installation impacts are identified. It should be noted that approximately half of the land that makes up MUA MO-01 has recently been sold by the Port of Morrow to a corporate entity and the Morrow County Planning Department has received a development application for that property. After discussing this with the Port of Morrow General Manager he indicated that the Port does have other land available for this type of activity in the vicinity of MO-01. Another suggestion is for the MUA to be exclusively on the property identified for the Longhorn substation, already owned by the Bonneville Power Administration.

Boardman to Hemingway
Comments to the amended preliminary Application for Site Certificate

September 14, 2017
Page 1 of 11

Exhibit E - Permits for Construction and Operation: Morrow County would agree that the various local permits identified are correct. It should be noted, however, that the contact for permits through Morrow County Public Works found on page E-27 needs to be updated. Bob Nairns has retired; his replacement is Matt Scrivner.

Exhibit G- Materials Analysis: Attachments G1 through G3 represent various correspondence with concrete and aggregate suppliers throughout the project area. The information is dated, with letters to and responses from various suppliers dating to Spring of 2012. This information may not tie specifically to a standard, but it is worth noting that there have been changes in suppliers in Morrow County and current operators are not identified and should be considered prior to the start of construction.

On a related note there needs to be incorporated into the process a check to assure that the aggregate used, even through third party permits, is from a properly permitted aggregate site. Morrow County would request a Condition to assure this. Additionally those aggregate sites and the aggregate used in Morrow County should be inventoried by the Morrow County Weed Supervisor for weeds prior to the use of any aggregate. Morrow County would request a Condition to assure this.

Exhibit K - Land Use: The following are errors or portions of the application that are confusing and warrant correction:

- At 4.1.2.7 Longhorn Station the applicant identifies that the location of the proposed Longhorn Station is zoned Exclusive Farm Use; that area was subject to a rezone in 2011 changing it to Port Industrial. In other locations of Exhibit K it is correctly identified as being zoned Port Industrial.
- Throughout the application, not just Exhibit K, a road is identified as Pine City Road. Planning staff cannot find a Pine City Road. It appears that the identified road is actually Little Butter Creek Road.
- During the discussion at 5.4.2.3 Port Industrial Zone MCZO Provisions, particularly on page K-64 under the heading Limitations On Uses, the application incorrectly references MCZO 3.010 when the reference should be MCZO 3.073. This happens at line 31 and again at line 41.
- 5.4.2.4 Major road or Railroad Right-of Way Zone MCZO Provisions. This component is confusing as the Morrow County Zoning Ordinance identifies the center of a right-of-way as the point zoning districts change. All road rights-of-way are zoned, applying the adjoining zoning district to the center of the right-of-way. On Figure K-17 those lands would be zoned Port Industrial, General Industrial or Exclusive Farm Use respectively based on the adjoining zoning.
- The requirement to review and consider both the Cecil General Store and the Willow Creek Campground were based on the original terminus of either Horn Butte or Grassland substations. With Longhorn being the terminus neither should be impacted; Morrow County would not require further study.

Morrow County generally supports the applicant submitted conditions and requests those conditions be incorporated. There are some suggested additions and deletions to those conditions, shown below in italics, as well as additional land use conditions that Morrow County request be added.

Prior to Construction:

Land Use Condition 1: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Agricultural Assessment. *The final Agricultural Assessment shall also be provided to Morrow County.* The protective measures described in the draft Agricultural Assessment in ASC Exhibit K, Attachment K-1, shall be included and implemented as part of the final Agricultural Assessment, unless otherwise approved by the department.

Land Use Condition 2: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Right-of-Way Clearing Assessment. *The final Right-of-Way Clearing Assessment shall also be provided to Morrow County.* The protective measures described in the draft Right-of-Way Clearing Assessment in ASC Exhibit K, Attachment K-2, shall be included and implemented as part of the final Right-of-Way Clearing Assessment, unless otherwise approved by the department.

Land Use Condition 3: Prior to construction in Morrow County, the site certificate holder shall provide to the department a copy of the following Morrow County-approved permits:

- a. As required by ORS 469.401(3) a Morrow County Zoning Permit, one for each use zone (EFU, PI, and MG), to verify that items in Land Use Condition 11 are identified and implemented;
- b. Flood plain development permit, for work in the Flood Plain Overlay Zone;
- c. Utility crossing permit;
- d. Access approach site permit; and
- e. Construction permit to build on right-of-way.

During Construction:

Land Use Condition 8: During construction, the site certificate holder shall conduct all work in compliance with the final Agricultural Assessment referenced in Land Use Condition 1.

Land Use Condition 9: During construction, the site certificate holder shall conduct all work in compliance with the final *Right-of-Way Clearing Assessment* referenced in Land Use Condition 2.

Land Use Condition 11: During construction in Morrow County, the site certificate holder shall construct the facility to comply with the following setback distances and other requirements:

In All Zones:

- a. Buildings and the fixed bases of the transmission line towers shall be setback at least 100 feet from the high-water mark of all Goal 5 streams.
- b. Permanent vegetation removal within the riparian zone of all Goal 5 streams shall retain 75% of all layers or stratas of vegetation.

In the EFU Zone:

- c. Buildings and the fixed bases of the transmission line towers shall be setback as follows: (i) front yards shall be set back at least 20 feet from minor collector road rights-of-way, 30 feet from major collector road rights-of-way, 80 feet from arterial road rights-of-way, and 100 feet from intensive agricultural uses; (ii) side yards shall be set back at least 20 feet from the property line, 30 feet for corner

lots, and 100 feet from intensive agricultural uses; and (iii) rear yards shall be set back at least 25 feet from the property line, and 100 feet from intensive agricultural uses.

d. Buildings and the fixed bases of the transmission line towers shall be set back at least 100 feet from the high-water mark of all streams and lakes.

In the General Industrial Zone:

e. Buildings and the fixed bases of the transmission line towers shall be set back at least 50 feet from arterial road rights-of-way, 30 feet from collector road rights-of-way, and 20 feet from lowerclass road rights-of-way.

In the Port Industrial Zone:

f. Buildings and the fixed bases of the transmission line towers shall be setback as follows: (i) front yards shall be set back at least 30 feet from the property line, and 90 feet from the centerline of any public, county, or state road; (ii) side yards shall be set back at least 10 feet from the property line; and (iii) rear yards shall be set back at least 10 feet from the property line.

Land Use Condition 12: During construction in Morrow County, the site certificate holder shall complete the following to address traffic impacts in the county:

a. The site certificate holder shall work with the Morrow County *Public Works* to identify concerns related to Project construction traffic;

b. The site certificate holder shall develop a traffic management plan that includes traffic control measures to mitigate the effects of Project construction traffic;

c. The site certificate holder shall conduct all work in compliance with traffic management plan; and

d. The site certificate holder shall provide a copy of the traffic management plan to the department.

Land Use Condition 13: During construction in Morrow County, the site certificate holder shall conduct all work in compliance with the Morrow County-approved permits referenced in Land Use Condition 3.

The Agricultural Lands Assessment is part of Exhibit K found at Attachment K-1. This Agricultural Lands Assessment is vitally important to Morrow County as it outlines the agricultural protections that Idaho Power Company is committing the site certificate holder to. As stated above Morrow County wants to be involved in the final approval process of the Agricultural Lands Assessment, working with both the site certificate holder and appropriate Oregon Department of Energy staff. That engagement needs to continue as the Assessment is used during construction and operations for the life of the project. Morrow County understands that a project like this will have land owner impacts, both temporary and permanent. The Assessment outlines those impacts, along with appropriate mitigation measures, and should be a cornerstone of the construction and operations for the proposed transmission line.

Exhibit O - Water Use: At 3.4 Water Sources and Estimated Amounts the application states that "the amount of water required for operation of the Project is minor. The restroom facility at the Longhorn Station is estimated to use approximately 30 gallons per day. This facility will be connected to the City of Boardman's water and sewer system." This is only partially correct as the proposed Longhorn Station is not in the City of Boardman city limits and would therefore be

provided by the Port of Morrow (although domestic waste water is completed under contract with the City of Boardman).

Exhibit P1 - Fish and Wildlife Habitat and Species: Morrow County has interest in the following three identified habitat Plans: the Reclamation and Revegetation Plan, the Vegetation Management Plan and the Noxious Weed Plan. All three have impacts to agricultural lands and need to be well written and adhered to. Morrow County supports and adds to the applicant supplied Conditions of Approval, and want to further request that all three, but most importantly the Noxious Weed Plan, be reviewed by the Morrow County Weed Inspector, currently Dave Pranger. Morrow County would also request the opportunity to discuss how adequate weed control along the right-of-way could be ensured through a bond or other financial mechanism, either separate from or as part of the financial assurances.

Prior to Construction:

Fish and Wildlife Condition 4: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Reclamation and Revegetation Plan. *A final Reclamation and Revegetation Plan shall also be submitted to Morrow County.* The protective measures described in the draft Reclamation and Revegetation Plan in ASC Exhibit P1, Attachment P1-3, shall be included and implemented as part of the final Reclamation and Revegetation Plan, unless otherwise approved by the department *and Morrow County.*

Fish and Wildlife Condition 5: Prior to construction, the site certificate holder shall finalize, and submit to the department for its approval, a final Vegetation Management Plan. *A final Vegetation Management Plan shall also be submitted to Morrow County.* The protective measures described in the draft Vegetation Management Plan in ASC Exhibit P1, Attachment P1-4, shall be included as part of the final Vegetation Management Plan, unless otherwise approved by the department *and Morrow County.*

Fish and Wildlife Condition 6: Prior to construction, the site certificate holder shall finalize, *with input from the Morrow County Weed Supervisor,* and submit to the department for its approval, a final Noxious Weed Plan. *A final Noxious Weed Plan shall also be submitted to Morrow County.* The protective measures as described in the draft Noxious Weed Plan in ASC Exhibit P1, Attachment P1-5, shall be included and implemented as part of the final Noxious Weed Plan, unless otherwise approved by the department *and Morrow County.*

Fish and Wildlife Condition X: Any GIS data gathered during the drafting of the Reclamation and Revegetation Plan, the Vegetation Management Plan, and the Noxious Weed Plan shall be shared with the Morrow County Planning Department and Weed Supervisor.

During Construction:

Fish and Wildlife Condition 17: During construction, the site certificate holder shall conduct all work in compliance with the final Reclamation and Revegetation Plan referenced in Fish and Wildlife Condition 4. *Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition 18: During construction, the site certificate holder shall conduct all work in compliance with the final Vegetation Management Plan referenced in Fish and Wildlife Condition 5. *Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition 19: During construction, the site certificate holder shall conduct all work in compliance with the final Noxious Weed Plan referenced in Fish and Wildlife Condition 6. *Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition X: Should any state law or local ordinances be amended during construction concerning Reclamation and Revegetation Plans, Vegetation Management Plans, or Noxious Weed Plans or the inventoried noxious weeds, the referenced Plans shall be amended to reflect those new requirements. This shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.

Fish and Wildlife Condition X: Any GIS data gathered during construction related to the Reclamation and Revegetation Plan, the Vegetation Management Plan, and the Noxious Weed Plan shall be shared with the Morrow County Planning Department and Weed Supervisor.

During Operation:

Fish and Wildlife Condition XX: During operation, the site certificate holder shall work to maintain compliance with the final Reclamation and Revegetation Plan referenced in Fish and Wildlife Condition 4. Once the Department, working with the affected county planning directors and weed supervisors, have deemed reclamation and revegetation to be successful this Condition would be satisfied.

Fish and Wildlife Condition 28: During operation, the site certificate holder shall conduct all work in compliance with the final Vegetation Management Plan referenced in Fish and Wildlife Condition 5. *Such work shall be done in consultation with the Morrow County Planning Director and Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition 29: During operation, the site certificate holder shall conduct all work in compliance with the final Noxious Weed Plan referenced in Fish and Wildlife Condition 6. *The site certificate holder can only transfer such responsibility if done so with assurances that the work will continue under the final Noxious Weed Plan and with the express approval of Morrow County for the portion of right-of-way within Morrow County. Such work shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.*

Fish and Wildlife Condition X: Should any state law or local ordinances be amended during operations concerning Reclamation and Revegetation Plans, Vegetation Management Plans, or Noxious Weed Plans or the inventoried noxious weeds, the referenced Plans shall be amended to reflect those new requirements. This shall be done in consultation with the Morrow County Weed Supervisor for work in Morrow County.

Fish and Wildlife Condition X: Any GIS data gathered during operations and maintenance related to the Reclamation and Revegetation Plan (prior to its completion), the Vegetation Management Plan, and the Noxious Weed Plan shall be shared with the Morrow County Planning Department and Weed Supervisor.

Exhibit Q - Threatened and Endangered Plant and Animal Species: The interest in this section is the discussion related to the Washington Ground Squirrel (WAGS). The only comment Morrow County can supply is that the WAGS as identified within the Morrow County Comprehensive Plan, which is given consideration within Exhibit K on pages K-93 through K-94. The County also can support the joint decision to delay future WAGS surveys to be aligned with the development time line as discussed on page Q-11.

Exhibit T - Recreation: The Blue Mountain Century Scenic Bikeway is identified as a recreation opportunity in the analysis area with the applicant stating that the impacts will be low and less than significant. This Scenic Bikeway, acknowledged by Oregon State Parks, is a tourism opportunity that has been developed over the past six years with a lot of local community effort invested. In the Marketing and Management Plan (attached to this letter), revised in January 2017, the objectives are identified as follows: 1) increase ridership and awareness of the Blue Mountain Century Bikeway, 2) see an increase in bicycle related tourism in South Willow Creek Valley, and 3) increase awareness and knowledge of bicycle related tourism in the Heppner business community. Various efforts have resulted in an annual organized ride, but also an increase in bicycle related tourism in Heppner and surrounding communities.

On the portion of the Scenic Bikeway that Idaho Power Company (IPC) will impact with two crossing the need for a rest stop or station has been identified. There is significant elevation change on this route and a need for rest rooms and potable water are needed in the area of the first IPC crossing. Also near both crossing Multi-Use Areas are proposed, and near the crossing in Umatilla County a Communication Station is proposed. These create both a construction impact, but also an operational impact as more traffic could be generated to maintain the Communication Station. For these reasons Morrow County would request that IPC mitigate for these impacts by supporting the acquisition of property for a rest stop or station, working cooperatively with the Heppner Chamber, Morrow County, the Oregon Department of Transportation and the Oregon Parks and Recreation Department.

Proposed Scenic Resources Condition 4: Idaho Power Company, working cooperatively with the Heppner Chamber, Morrow County, the Oregon Department of Transportation and the Oregon Parks and Recreation Department, will fiscally support the acquisition of property for a rest stop or station along the Blue Mountain Century Scenic Bikeway.

Exhibit U - Public Services: The two plans of concern within Exhibit U are the Transportation and Traffic Plan and the Fire Prevention and Suppression Plan. Morrow County Public Works did review the Transportation and Traffic Plan and found no outstanding concerns; the proposed Conditions of Approval are supported [as amended].

Prior to Construction

Public Services Condition 1: Prior to construction, the site certificate holder shall consult with public utilities or private providers operating within existing rights-of-ways to minimize impact to such. *If the existing right-of-way is owned or managed by Morrow County, the site certificate holder will also coordinate with Morrow County.*

Public Services Condition 2: Prior to construction, the site certificate holder shall submit to the department *and to Morrow County* for its approval a Helicopter Use Plan, which identifies or provides:

- a. The type of helicopters to be used;
- b. The duration of helicopter use;
- c. Roads or residences over which external loads will be carried;
- d. Multi-use areas and light-duty fly yards containing helipads shall be located:
 - (i) in areas free from tall agricultural crops and livestock;
 - (ii) at least 500 feet from organic agricultural operations; and
 - (iii) at least 500 feet from existing dwellings on adjacent properties; and
- e. Flights shall occur only between sunrise and sunset.

Public Services Condition 3: Prior to construction, the site certificate holder shall finalize, and submit to the department *and Morrow County* for its approval, a final Transportation and Traffic Plan. The protective measures as described in the draft Transportation and Traffic Plan in ASC Exhibit U, Attachment U-2, shall be included and implemented as part of the final Transportation and Traffic Plan.

Public Services Condition 4: Prior to construction, the site certificate holder shall finalize, and submit to the department *and to Morrow County* for its approval, a final Fire Prevention and Suppression Plan. The protective measures as described in the draft Fire Prevention and Suppression Plan in ASC Exhibit U, Attachment U-3, shall be included and implemented as part of the final Fire Prevention and Suppression Plan.

Public Services Condition 5: Prior to construction, the site certificate holder shall submit to the department *and to Morrow County* for its approval an Environmental and Safety Training Plan, which shall address:

- a. Measures for securing multi-use areas and work sites when not in use; and
- b. Drug/alcohol/firearm policies with clear consequences for violations.

During Construction

Public Services Condition 6: During construction, the site certificate holder shall conduct all work in compliance with the Helicopter Use Plan referenced in Public Services Condition 2.

Public Services Condition 7: During construction, the site certificate holder shall conduct all work in compliance with the final Transportation and Traffic Plan referenced in Public Services Condition 3.

Public Services Condition 8: During construction, the site certificate holder shall conduct all work in compliance with the final Fire Prevention and Suppression Plan referenced in Public Services Condition 4.

Public Services Condition 9: During construction, the site certificate holder shall conduct all work in compliance with the Environmental and Safety Training Plan referenced in Public Services Condition 5.

During Operation

Public Services Condition 10: During operation, the site certificate holder shall continue to consult with public utilities or private providers operating within existing rights-of-ways to minimize impacts to such.

Exhibit V - Solid Waste and Wastewater Minimization: The applicant has indicated that they will produce, prior to construction, a Construction Waste Management Plan. Morrow County would like to be involved in review of this Plan to assure that it addresses issues concerned with the Morrow County Waste Shed and is in compliance with the Morrow County Solid Waste Management Plan and Ordinance. This Ordinance is discussed in Exhibit K at 5.4.6.3 and pages K-105 through K-107. Morrow County would request the following Conditions be incorporated:

Prior to Construction

Waste Minimization Condition 1: Prior to construction, the site certificate holder shall develop *and submit to the Department and Morrow County* a Construction Waste Management Plan, which addresses:

- a. The number and types of waste containers to be maintained at construction sites and construction yards;
- b. Waste segregation methods for recycling or disposal;
- c. Names and locations of appropriate recycling and waste disposal facilities, collection requirements, and hauling requirements to be used during construction;
- d. Recycling steel and other metal scrap;
- e. Recycling wood waste;
- f. Recycling packaging wastes such as paper and cardboard;
- g. *Reporting of all recycling according to ODEQ requirements in Morrow County so as to benefit the Morrow County waste shed;*
- h. Collecting non recyclable waste for transport to a local landfill by a licensed waste hauler or by using facility equipment and personnel to haul the waste. *Within Morrow County any hauling of solid waste will be done in compliance with the Morrow County Solid Waste Management Plan and Ordinance, using licenced haulers;*
- i. Segregating all hazardous and universal wastes such as used oil, oily rags and oil-absorbent materials, mercury containing lights and lead acid and nickel-cadmium batteries for disposal by a licensed firm specializing in the proper recycling or disposal of hazardous and universal wastes; and
- j. Discharging concrete truck rinse out within foundation holes, completing truck wash down off site *in compliance with this and the Noxious Weed Plan*, and burying other concrete waste as fill on site whenever possible.

During Construction

Waste Minimization Condition 2: During construction, the site certificate holder shall conduct all work in compliance with the Construction Waste Management Plan, *including the reporting of recycling to benefit the Morrow County waste shed*, referenced in Waste Minimization Condition 1.

Waste Minimization Condition 3: During construction, the site certificate holder shall provide to the department *and Morrow County* a report on the implementation of the

Construction Waste Management Plan referenced in Waste Minimization Condition 1 in the 6 month construction report required pursuant to OAR 345 026 0080(1)(a).

Exhibit X - Noise: There are six noise sensitive receptors (NSRs) in Morrow County, none identified as requiring an exemption from state requirements concerning noise. Morrow County would support and incorporate the following applicant suggested Conditions:

During Construction

Noise Control Condition 1: During construction, the site certificate holder shall use transmission line materials that have been designed and tested to minimize corona noise. The site certificate holder shall use a bundle configuration and larger conductors to limit audible noise, radio interference, and television interference due to corona. The site certificate holder shall maintain tension on all insulator assemblies to ensure positive contact between insulators, thereby avoiding sparking. The site certificate holder shall exercise caution during construction to avoid scratching or nicking the conductor surface, which may provide points for corona to occur.

During Operation

Noise Control Condition 2: During operation, the site certificate holder shall maintain a complaint response system to address noise complaints. If the site certificate holder receives a noise complaint and it is shown that corona noise exceeds the antidegradation standard, the site certificate holder shall provide to the landowner a payment equal to the reasonable cost of installing reasonable acoustic window treatments, as approved by the department. The payment provided for in this condition shall fully resolve any noise complaint related to the Project; no additional mitigation shall be required.

a. If the complainant's noise sensitive receptor or receptors are included in Appendix X-4 in ASC Exhibit X, the sound level increases set forth in Appendix X-4 will be assumed to be valid for purposes of determining whether the corona noise exceeds the antidegradation standard. If the complainant disagrees with the sound level increases set forth in Appendix X-4, the complainant must provide its own scientific evidence demonstrating that corona noise exceeds the antidegradation standard.

b. If the complainant's noise sensitive receptor or receptors are not included in Appendix X-4 in ASC Exhibit X, the site certificate holder shall model the sound level increases using the methods set forth in ASC Exhibit X. If the complainant disagrees with the sound level increases modeled by the site certificate holder, the complainant must provide its own scientific evidence demonstrating that corona noise exceeds the antidegradation standard.

c. Under any and all circumstances, the site certificate holder may conduct site-specific sound monitoring to confirm the noise levels at the complainant's property, and the complainant must allow such monitoring if requested by the site certificate holder.

Noise Control Condition 3: During operation, the site certificate holder shall notify the department within ten working days of receiving a noise complaint related to the facility. The notification shall include the date the site certificate holder received the complaint, the nature of the complaint, the complainant's contact information, the location of the

affected property, and any actions taken, or planned to be taken, by the site certificate holder at the site certificate holder's discretion to address the complaint.

Thanks for the opportunity to comment on the amended preliminary Application for Site Certificate. It has been a pleasure working with you and other Department staff to date, and I anticipate that will continue. Should you have any questions about this comment letter, previous comment letters, or need additional information, please do not hesitate to contact me.

Cordially,



Carla McLane
Planning Director

encl: Blue Mountain Century Scenic Bikeway Marketing and Management Plan (January 2017)

cc: Jeff Maffuccio, Idaho Power Company
Morrow County Board of Commissioners
Burke O'Brien, Morrow County Public Works
Matt Scrivner, Morrow County Public Works
Sandra Putman, Morrow County Public Works
Dave Pranger, Morrow County Weed Program

Blue Mountain Century Scenic Bikeway

Marketing and Management Plan



Revised January, 2017

Plan Objective:

1. Increase ridership and awareness of the Blue Mountain Century Bikeway
2. See an increase in bicycle related tourism in South Willow Creek Valley
3. Increase awareness and knowledge of Bicycle related tourism in the Heppner business community.

Marketing Team:

Heppner Chamber of Commerce, Sheryll Bates, Executive Director

Address: PO Box 1232 Heppner, OR 97836

Phone: 541-676-5536/cell 503-970-7226

Email: heppnerchamber@centurytel.net

Jay Gibbs

Phone: 541-676-5446

Email: rgibbs001@centurytel.net

Debra Gutierrez

Phone: 541-676-5160

Email: dsgootie@gmail.com

David Johnson

Phone: 541-676-5599

Email: dogfish635@gmail.com

Ride Description:

Blue Mountain Century Scenic Bikeway

In the middle 19th century, the Blue Mountains were a formidable obstacle on the Oregon Trail and were often the last mountain range American pioneers had to cross before reaching southeast Washington or passing down the Columbia River Gorge to the end of the Oregon Trail in the Willamette Valley. The range is located in the high, dry, and much less traveled country of northeast Oregon stretching east and southeast of Pendleton, Oregon.

While pioneers traversed this formidable challenge on horseback, cyclists today can take on the challenge of the Oregon Trail on their metal and carbon steeds. Besides the breathtaking views of the Blue Mountains, the well-maintained roads, with barely any noticeable vehicle traffic, make this bikeway a cycling paradise.

The 108-mile Blue Mountain Century Bikeway is a scenic loop starting and ending in Heppner, Oregon, a full service community with secure places to leave your vehicle while you take this amazing ride. The route is rich in history (Heppner itself was founded by Irish immigrants in 1887), and initially follows the Blue Mountain Scenic Byway east through the Umatilla National Forest to Highway 395, near Ukiah, Oregon. It then travels north from forest to rangeland before heading west along Highway 74 through more of Eastern Oregon's rolling hills back to Heppner. The route offers plenty of climbing — the top of the Umatilla National Forest section is more than 3,000 feet above Heppner. But take your time and enjoy the ride, because you'll have plenty to look at.

This ride can be accomplished in one day by the more advanced, energetic cyclist – or in two days for those who like to stop and smell the sagebrush, with nice camping options in or near Ukiah.

Much of the economy in the Blue Mountains is agricultural related, mostly wheat, with interest in historical tourism increasing in popularity. The climate of Eastern Oregon is much drier, with much greater seasonal variations in temperature than in the cooler, moist west side of the Cascades. The area receives a significant amount of snow in the winter, making the bikeway inaccessible from late December through May, sometimes earlier depending on the season.

The rolling hills match the green Irish spirit of the small town of Heppner in the spring and ripen to a golden glow throughout the late summer months. Mountain prairies offer a wide array of wildflowers, while the forest is augmented with color in the late summer as the Western Larch trees turn a golden yellow.

Talking Points:

Blue Mountain Century Scenic Bikeway

- The 108-mile loop Blue Mountain Century Bikeway follows a portion of the Blue Mountain Scenic Byway east through the Umatilla National Forest to Highway 395.
- Heppner, the “Gateway to the Blues”, is the starting point which leads to many paved, quiet back roads for an exceptional riding experience and plenty of rest stops.
- Minimal traffic on well-maintained quiet back roads and seldom traveled state highways.
- Take on the challenge of the Oregon Trail on your metal and carbon steeds.
- The route offers plenty of climbing — the top of the Umatilla National Forest section is more than 3,000 feet above Heppner.
- Spectacular and expansive views of grasslands – range and wheat country –contrasting with lush forested landscapes.
- One day ride for the more advanced; two day ride for those who like to stop and smell the sagebrush.
- This very remote ride is for those who want to get away from it all. This ride is for the hardy! Carry extra water – your next stop could be 40 miles away.
- The two friendly communities within the 108-mile loop route provide food, water and lodging. However, since food options in Ukiah can be sparse, stocking up in Heppner is definitely a good idea.
- Since there is no shortage of wind in the South Willow Creek Valley, riders who can’t resist a nice tailwind may want to check their wind gauges before considering a clockwise or counter clock direction.
- Rich in history – 1903 Heppner Flood; Morrow County Agricultural and Heritage Museums; Morrow County Courthouse (most photographed building in Oregon); Willow Creek Reservoir is the site of the first roller compacted concrete dam constructed in the country; Battle Mountain State Park.
- There are many alternatives for shorter rides within the 108-mile loop.

Blue Mountain Century Scenic Bikeway Cue Sheet

| Total Miles | Description | Distance to Turn |
|-------------|--|------------------|
| .0 | Depart Heppner on SR-207 [SR-74] (South) | |
| 0.1 | Road name changes to SR-206 [SR-207] | 65 yds |
| 1.0 | Turn LEFT (East) on to Willow Creek Rd. #678 | .9 mi |
| 21.2 | Road name changes to Coalmine Hill Rd. #603 | 20.2 mi |
| 23.5 | Road name changes to NFS Rd. 53 | 2.3 mi |
| 45 | Road name changes to SR-244 [Ukiah-Hilgard Hwy]. Here cyclists have the option of continuing STRAIGHT (East) to Ukiah (1.3 mi) or turning LEFT (North) on to US-395 | 21.5 mi |
| 55 | At Battle Mountain State Park, stay on US-395 | 10 mi |
| 71 | At Nye Junction turn LEFT (West) on to SR-74 [Heppner Hwy] | 16 mi |
| 78 | At Vinson, Stay LEFT on SR-74 [Heppner Hwy] | 7 mi |
| 108 | Turn RIGHT (north) on to SR-207 [SR-74] – Back to Heppner | 30.9 mi |

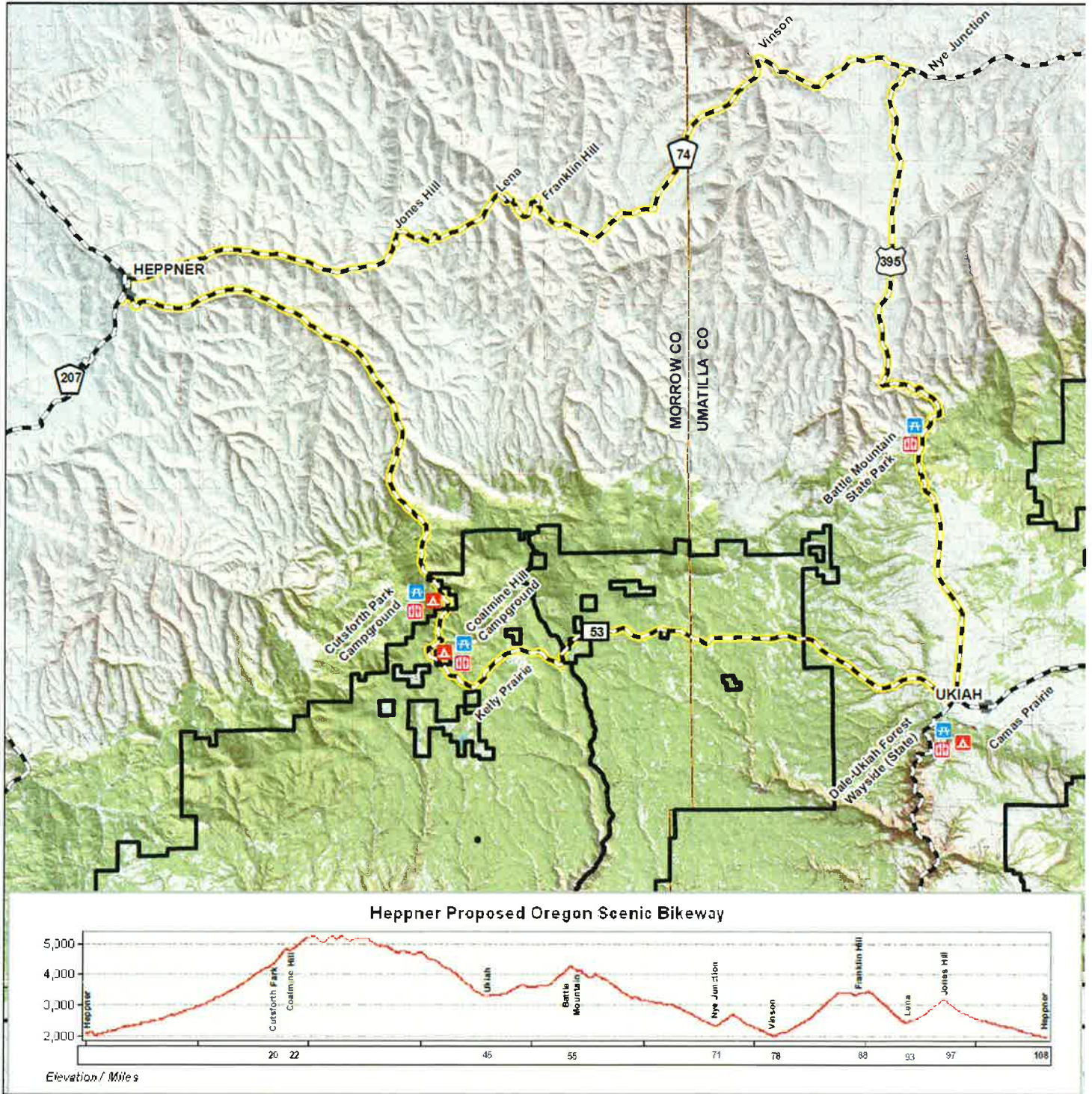
Sign Location map for Blue Mountain Century Scenic Bikeway

Total number of signs: 11

| Route Road | Route turn | Counter-clockwise | Clockwise | Suggestion for placement | Road Jurisdiction (i.e.: ODOT district 12, Morrow/ Umatilla county) | Contact name |
|--|-------------------|-------------------|-----------|---|---|--------------------------------|
| May St. | Hwy 207 (Hwy 206) | Left | | Jct. of May St. and Hwy 207 (206) | ODOT District 12 | Marilyn Holt 541-276-1241 |
| Hwy 207 (Hwy 206) | Willow Creek Rd. | Left | Right | Jct. of Hwy 207 (206) and Willow Creek Rd. | ODOT District 12 | Marilyn Holt 541-276-1241 |
| FS Rd. 53 | Hwy 395 | Left | Right | Jct. of Hwy 395, Hwy 244, and FS Rd. 53 | ODOT District 12 | Marilyn Holt 541-276-1241 |
| Hwy 395 | Hwy 74 | Left | Right | Jct. of Hwy 395 and Hwy 74 | ODOT District 12 | Marilyn Holt 541-276-1241 |
| Morrow County Rd. 603 – Top of Coalmine Hill | None | Straight | Straight | Jct. of Morrow County Rd. 603 and FS Rd. 21 | Morrow County | Burk O’Brien 541-989-8317 |
| FS Rd. 53 | None | Straight | Straight | Jct. of FS Rd. 53 and FS Rd. 5311 and FS Rd. 5312 | USFS Umatilla NF | Lonnie Ruchert 541-278-3779 |

FORMAL MAP: Returned paper copy of map with information to OPRD map department.

Route Elevation Map:



Target Market(s) and Action Items:

Cyclists: Expand target audience for the Blue Mountain Century Scenic Bikeway to include intermediate cyclists who want to make the ride a two-day experience, in addition to advanced/extreme cyclists who want to make the ride a one-day experience. The ride does have limited amenities over a portion of the ride and is known for its remoteness. This is a “niche” market, but is also an emerging market.

Action Items:

- **Hold a Public Meeting to accommodate questions and community discussion:**

- A public meeting was held on Monday, July 11th from 5:30-6:30 p.m. Local Bikeways Committee members were present to address questions. Articles were placed in the local paper (Heppner Gazette), East Oregonian and an email sent to all Chamber Members
- Minutes: There were 2 community members present. We showed the DVD which reviewed the route, handed out copies of the ride description, talking points, cue sheet, route elevation sheet. There were no questions but positive comments about this great opportunity and how it can be used to build a healthier community.

- **Develop a Brochure or Handout for people to take home:**

- Drop off materials at local businesses and inform local cycling community:
 - Scott’s Cycle and Sports (Hermiston & Kennewick)
 - At store and Red to Red ride
 - Pendleton on Wheels (POW) Cycling Club
 - Website links
 - Century Ride of Century (CROC)
 - Tri-City Wheelman
 - Website links
 - Annual Fall Century Ride

| |
|---|
| Assign to: Bikeway Committee |
| Progress Update by (date): October 2011 |
| Estimated Completion Date: Dec. 2013 and ongoing Costs TBD |
| Potential Partners: OPRD, Morrow County |
| Potential Funding Sources: OPRD, Morrow County |

Action Items, continued:

- **Apply for Grants and Funding to produce promotional items** (Brochures, Posters, Promotional items, e.g. jersey to be distributed to riders for a nominal fee after completion of Bikeway ride and develop a Bicycle Friendly Business sign for businesses
 - Jersey to say “Blue Mountain Century Bikeway – Heppner, Oregon
 - Planning on applying for Oregon Tourism Commission 2010-11 Matching Grants Program (Travel Oregon)
 - Ask for funding from local businesses, Wildhorse Resort & Casino

Assign to: **Bikeway Committee**

Progress Update by (date): **Grant deadline requirements (August, 2011)**

Estimated Completion Date: **Nov. 2017** | **Costs TBD**

Potential Partners: **OPRD, Morrow County**

Potential Funding Sources: **Travel Oregon, Wildhorse Resort & Casino and local businesses**

- **When route is up on OPRD Website:**
 - Engage and insure a presence on a variety of Social Media venues
 - Monitor and post comments to Ride Oregon Ride, check for accuracy of map, respond to comments and questions
 - Blogs, Ride Oregon Ride, Facebook, Rider Testimony
 - Links to and from local sites
 - Morrow County, Heppner

Assign to: **Bikeway Committee**

Progress Update by (date): **December 2011**

Estimated Completion Date: **Ongoing** | **Costs TBD**

Potential Partners: **OPRD, Morrow County**

Potential Funding Sources:

Action Items, continued:

• **Continue to support presentation of Bikeway at Heppner Chamber of Commerce Meeting:**

- Handouts, Cue Sheet, Maps and DVD packaged for all participants
- Follow up with individual businesses one on one
- Want to insure that local business employees are familiar with Bikeway and Cyclists
- Check and feedback session at Chamber
- Annually in Spring, prior to “season”
 - To gather feedback and perspective from businesses experiences
 - Hand out any new materials
 - Share any testimonials from previous year
- Develop materials for businesses to have on hand
 - Distribute materials (map, cue sheet, talking points, ride description, brochure) to local businesses and nearby communities, including City of Ukiah, to help “promote” **approved Destination Bikeway ride**
- Visit key businesses at least once during summer to see how it’s going

| | |
|--|-------------------|
| Assign to: Bikeway Committee | |
| Progress Update by (date): September 2011 | |
| Estimated Completion Date: Ongoing | Costs: TBD |
| Potential Partners: Other Chambers | |
| Potential Funding Sources: | |

Action Items, continued:

Businesses: Heppner is a fairly small business community; all Heppner Chamber businesses will be included initially, follow up will be catered to interested parties.

| Business | Contact | Amenities | Phone Number |
|---------------------------------|--------------------|-----------------------|---------------------|
| Bucknum's Bar and Grill | Ryan/Sharon Miller | Bar, Restaurant | 541-676-5274 |
| Cornerstone Gallery & Gift Shop | Alvin Liu | Restaurant and gifts | 541-676-8011 |
| Devin Oil Shell Station | | Gas, food | 541-676-5062 |
| Gateway Café | Alvin Liu | Restaurant | 541-676-6000 |
| Heppner Elks | Kelsie Fox | Food, drinks | 541-676-9181 |
| Heppner Market Fresh | Dave Coulter | Grocery store & Deli | 541-676-9614 |
| Murrays Drug Store | John/Ann Murray | RX, food/drink, gifts | 541-676-9158 |
| Mustang Diner | James/David Rice | Restaurant | 541-676-6000 |
| Northwestern Motel & RV Park | Alvin Liu | Motel | 541-676-9167 |
| Pettyjohn's Farm & Bldg Supply | John Wight | Bicycle supplies | 541-676-9157 |
| Two Old Hags Pizza | Cathy Wilson | Restaurant | 541-676-1010 |
| Willow Creek Diner & Bakery | John/Kathy Marick | Restaurant | 541-676-5023 |

- **Check and feedback loop with local business community**

- Gather feedback and testimony from business as to their experiences with cycling community
- Hand out any new materials, updates, etc

| |
|-------------------------------------|
| Assign to: Bikeway Committee |
|-------------------------------------|

| |
|--|
| Progress Update by (date): September 2012 |
|--|

| |
|--|
| Estimated Completion Date: Ongoing Costs TBD |
|--|

| |
|----------------------------|
| Potential Partners: |
|----------------------------|

| |
|-----------------------------------|
| Potential Funding Sources: |
|-----------------------------------|

Goals:

Short term (1-3 years)

- Install bike racks at the following locations
 - Heppner: Completed Spring of 2015.
 - Ukiah:
 - Work with local City to purchase bike racks and/or apply for grants or sponsorships
 - Cutsforth Park:
 - Work with Morrow County Parks to purchase bike racks and/or apply for grants or sponsorships
 - Battle Mountain State Park:
 - Work with OPRD Park Manager about installing bike racks and/or apply for grants or sponsorships
- Ensure a web presence for maps, testimony, photos and information about route
 - Identify applicable and relevant Websites, Blogs, etc
- Annually drive route early in season to insure access and safety
- Schedule annual bikeway ride for promotion of bikeway with local riding community and outside visitors for the third weekend in September.

Long term (3-5 years)

- Addition of 7 new bikeway signs would provide additional assurance to both cyclists and motorists.
 - One coming out of Ukiah at the stop sign before turning north onto Hwy 395. Need directional sign pointing to the right.
 - Just before Vinson, heading west. There's a paved county road that heads straight, but Hwy 74 actually bears left. A sign here that has a bearing left arrow might be a good idea to avoid any confusion of which road the route continues on. A sign also reminds motorists of potential cyclists on the highway.
 - At the bottom of Franklin grade, heading west on Hwy 74, a directional sign pointing to the right at the junction of Little Butter Creek Road and Hwy 74.
 - At the intersection of Butter Creek Road and Hwy 74, a direction sign pointing to the left.
 - Opposite direction of #2
 - Opposite direction of #3
 - Opposite direction of #4

Long term (5-7 years)

- Restroom and water kiosk near Vinson/Lena: Meet with local bikeways committee, designated county officials and state and federal agencies to develop an implementation plan and completion process to offer a restroom and water kiosk. This facility is needed and would have multi-mogul use for transportation from Heppner to Pilot Rock. Once the plan and process has been identified and organized, the committee will apply for applicable grants.
- Build coalitions and linkages with other Scenic Bikeways in Northeast Oregon
 - Old West Scenic Bikeway in John Day
 - Painted Hills Scenic Bikeway
 - Grand Tour and Hells Canyon
 - Any other bikeways that are in our close proximity

Letters of Support: Letter to supporters during 2016 Annual Review (completed 1/13/17)



Chamber of Commerce

P.O. Box 1232

Heppner, OR 97836

541-676-5536

E-mail: heppnerchamber@centurytel.net

Website: www.heppnerchamber.com

Facebook: <http://www.facebook.com/Heppnerchamberofcommerce>

January 13, 2017

Melissa Lindsay, Judge

Jim Doherty, County Commissioner

Don Russell, County Commissioner

Morrow County Board of Commissioners

PO Box 788

Heppner, OR 97836

Dear Melissa, Jim and Don:

Thank you for your support of the Blue Mountain Century Scenic Bikeway, a State Designated Scenic Bikeway. Your support was vital to the designation of the bikeway. We are excited about the progress and would like to provide you with an update.

Some of the successes of the bikeway this past year are:

- We are confident that some of the local businesses in our communities have seen an increase in business due to more cycling tourists patronizing their business. We are seeing more and more bicyclists coming to ride our bikeway.
- The City of Heppner applied and was awarded a grant to install bike racks, which were installed in the spring of 2015. The committee will work with Ukiah and Morrow County Parks to find ways to install bike racks.
- We will be working with local landowners, county, state and federal agencies to develop a rest stop with water and a portable restroom in the Vinson/Lena area.
- We successfully held our 5th annual organized bikeway ride event in September, which attracted participants from around the states of Oregon, Washington, and Canada.
- For more information on this or any other state bikeway, check out "Ride Oregon Ride" or "Oregon Parks and Recreation" websites!

Thank you again for your continued support of the Blue Mountain Century Scenic Bikeway designation. If you have any questions or comments regarding the bikeway, please contact me.

Sincerely,

Sheryll Bates,

Executive Director

Heppner Chamber of Commerce (sponsor of bikeway)



Chamber of Commerce

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January 13, 2017

Clint Barber, Mayor

City of Ukiah

PO Box 265

Ukiah, OR 97880

Dear Clint:

Thank you for your support of the Blue Mountain Century Scenic Bikeway, a State Designated Scenic Bikeway. Your support was vital to the designation of the bikeway. We are excited about the progress and would like to provide you with an update.

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Thank you again for your continued support of the Blue Mountain Century Scenic Bikeway designation. If you have any questions or comments regarding the bikeway, please contact me.

Sincerely,

Sheryll Bates,

Executive Director

Heppner Chamber of Commerce (sponsor of bikeway)



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January 13, 2017

Marilyn M. Holt

District 12 Manager

Oregon Department of Transportation

1327 SE 3rd Street

Pendleton, OR 97801

Dear Marilyn:

Thank you for your support of the Blue Mountain Century Scenic Bikeway, a State Designated Scenic Bikeway. Your support was vital to the designation of the bikeway. We are excited about the progress and would like to provide you with an update.

Some of the successes of the bikeway this past year are:

- We are confident that some of the local businesses in our communities have seen an increase in business due to more cycling tourists patronizing their business. We are seeing more and more bicyclists coming to ride our bikeway.
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Thank you again for your continued support of the Blue Mountain Century Scenic Bikeway designation. If you have any questions or comments regarding the bikeway, please contact me.

Sincerely,

Sheryll Bates,

Executive Director

Heppner Chamber of Commerce (sponsor of bikeway)



Chamber of Commerce

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January 13, 2017

Genevieve Masters

Forest Supervisor

Umatilla National Forest

72510 Coyote Road

Pendleton, OR 97801

Dear Genevieve:

In the past, the update on the Blue Mountain Century Scenic Bikeway was addressed to Kevin Martin. We want to thank your agency for the past and continued support of the Blue Mountain Century Scenic Bikeway, a State Designated Scenic Bikeway. Your support was vital to the designation of the bikeway. We are excited about the progress and would like to provide you with an update.

Some of the successes of the bikeway this past year are:

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Thank you again for your continued support of the Blue Mountain Century Scenic Bikeway designation. If you have any questions or comments regarding the bikeway, please contact me.

Sincerely,

Sheryll Bates,

Executive Director

Heppner Chamber of Commerce (sponsor of bikeway)



Chamber of Commerce

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January 13, 2017

Kim Cutsforth, City Manager

City of Heppner

PO Box 756

Heppner, OR 97836

Dear Kim:

Thank you for your support of the Blue Mountain Century Scenic Bikeway, a State Designated Scenic Bikeway. Your support was vital to the designation of the bikeway. We are excited about the progress and would like to provide you with an update.

Some of the successes of the bikeway this past year are:

- We are confident that some of the local businesses in our communities have seen an increase in business due to more cycling tourists patronizing their business. We are seeing more and more bicyclists coming to ride our bikeway.
- The City of Heppner applied and was awarded a grant to install bike racks, which were installed in the spring of 2015. The committee will work with Ukiah and Morrow County Parks to find ways to install bike racks.
- We will be working with local landowners, county, state and federal agencies to develop a rest stop with water and a portable restroom in the Vinson/Lena area.
- We successfully held our 5th annual organized bikeway ride event in September, which attracted participants from around the states of Oregon, Washington and Canada.
- For more information on this or any other state bikeway, check out "Ride Oregon Ride" or "Oregon Parks and Recreation" websites!

Thank you again for your continued support of the Blue Mountain Century Scenic Bikeway designation. If you have any questions or comments regarding the bikeway, please contact me.

Sincerely,

Sheryll Bates,

Executive Director

Heppner Chamber of Commerce (sponsor of bikeway)



Chamber of Commerce

P.O. Box 1232

Heppner, OR 97836

541-676-5536

E-mail: heppnerchamber@centurytel.net

Website: www.heppnerchamber.com

Facebook: <http://www.facebook.com/Heppnerchamberofcommerce>

January 13, 2017

Commissioner Bill Elfering
Umatilla County Commissioner
Umatilla County
216 SE 4th Street
Pendleton, OR 97801

Dear Commissioner Bill Elfering:

In the past, the update on our Blue Mountain Century Scenic Bikeway was addressed to Hulette Johnson. We want to thank your agency for the past and continued support of the Blue Mountain Century Scenic Bikeway, a State Designated Scenic Bikeway. Your support was vital to the designation of the bikeway. We are excited about the progress and would like to provide you with an update.

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