#### MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 18, 2018 at 8:30 a.m.\*
Bartholomew Building Lower Conference Room
110 N. Court St., Heppner, Oregon

\*Earlier Start Time

- 1. Call to Order and Pledge of Allegiance 8:30 a.m.
- 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 April 19<sup>th</sup>
- b. Minutes: April 4<sup>th</sup> Regular and Two Executive Session Meetings; July 26, 2017 Executive Session
- c. Wolf Compensation & Financial Assistance 2018 Grant Agreement #ODA-4079-18
- d. Award OHV Concessionaire and review contract
- e. Award bid for Lexington yard foundation work
- f. Purchase Pre-Authorization Request from Public Works for an electronic fueling system

#### 5. Department Reports

- a. The Loop Quarterly Report (written)
- b. Emergency Management Quarterly Report (written)
- 6. Correspondence
- 7. Commissioner Reports
- 8. Sign documents
- 9. Adjournment

Agendas are available every Friday on our website (<u>www.co.morrow.or.us/boc</u> 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 Darrell J. Green, County Administrator at (541) 676-2529.

# Morrow County Board of Commissioners Meeting Minutes April 4, 2018

## Port of Morrow Riverfront Center, Wells Springs Room Boardman, Oregon

#### Present

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Karen Wolff, Human Resources Director
Justin Nelson, County Counsel
Kate Knop, Finance Director
Roberta Lutcher, Executive Assistant

Call to Order and Pledge of Allegiance: 10:30 a.m.

City and Citizen Comments: No comments

Open Agenda: No items

**10:32 a.m. Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

10:56 a.m. Closed Executive Session: Decision reached 10:56 a.m. Returned to Open Session

Chair Russell said the Parks cabins discussion will take place after the Consent Calendar.

#### Consent Calendar

Human Resources Director Karen Wolff requested to move her item regarding Safety Committee Appointments to Business Items. Commissioner Lindsay requested to move the Preston Replat to Business Items.

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

- 1. Accounts Payable dated April 5th in the amount of \$88,609.66
- 2. March 21st Work Session Minutes
- 3. Federal Lands Access Program Proposal to chip seal from the junction of Highway 207 and Willow Creek Road to Coal Mine Hill, 23 miles, and authorize Chair Russell to sign on behalf of the County
- 4. Request to surplus equipment to be sold by sealed bid Public Works
- 5. Appointment of Jeromy Wilson to the Morrow County Fair Board, term to be April 4, 2018 through December 31, 2021
- 6. Eastern Oregon Coordinated Care Organization Community Benefit Initiative Reinvestment Program Agreement in support of Nurse Care Manager (\$50,000), and authorize Chair Russell to sign on behalf of the County

Commissioner Doherty seconded. Unanimous approval.

### **Department Reports**

# Treasurer's Monthly Report

The report by Treasurer Gayle Gutierrez was reviewed in her absence. Her report noted the Oregon Short Term Fund Board should be notifying the County soon concerning the proposed Investment Policy.

#### **Business Items**

Purchase of Parks cabins from South Morrow Enterprises, L.L.C. (Decision from Executive Session)

Commissioner Doherty moved to purchase 10 cabins (eight currently at the OHV Park; two currently at Cutsforth Park) from South Morrow Enterprises, L.L.C. at the price of \$60,000. Discussion regarding the specifics of the monetary transaction. Motion failed for lack of a second.

Commissioner Doherty directed County Counsel to draft a sale agreement to purchase 10 cabins from South Morrow Enterprises, L.L.C. at the price of \$60,000, with the agreement to come to the Board for review in the near future. Commissioner Lindsay seconded and asked Tom Wolff, representing South Morrow Enterprises, to verify the outstanding reservation check will come back to the County. He nodded in agreement. Mr. Wolff requested that the check for the purchase of the cabins be written no earlier than May 8<sup>th</sup>. County Counsel Justin Nelson and Finance Director Kate Knop said they would work out the details in order to accommodate the request. Unanimous approval.

#### Safety Committee Appointments

Karen Wolff, Human Resources Director

Ms. Wolff discussed a correction to the request.

Commissioner Doherty moved to appoint Eric Imes as the Road Department - Management Representative, and Ivy Zimmerman as the Sheriff's Office - Management Representative to the Safety Committee; terms to be April 4, 2018 through December 31, 2020. In addition, the terms for the Safety Committee membership will be set as follows:

Road - Employee: December 31, 2019
Road - Management: December 31, 2020
Sheriff's Office - Employee: December 31, 2019
Sheriff's Office - Management: December 31, 2020
General Employee - Employee: December 31, 2020

• General Employee – Management: December 31, 2019

Commissioner Lindsay seconded. Unanimous approval.

#### Preston Replat

Discussion took place about developing a process for documents such as this replat request that come to the Board for signature.

Commissioner Lindsay moved to approve the Preston Replat – A Replat of Lots 13, 14, 15 & 16 of Block 30, Plat of Irrigon; City of Irrigon; Township 5N, Range 26 E., W.M., Section 24; Northeast ¼ of Southeast ¼ for Richard and Eloisa Preston, Hermiston, Oregon. Commissioner Doherty seconded. Unanimous approval.

# Request to establish The Loop - Morrow County Transportation, Statewide Transportation Improvement Fund (STIF) Advisory Committee

Anita Pranger, Coordinator, The Loop

Ms. Pranger explained in order for The Loop to receive STIF funds, a STIF Advisory Committee will need to be in place, and she suggested that process be initiated. She added the first round of applications are due November 1<sup>st</sup>. She said there have been discussions about the possibility of joining with Umatilla County and the Confederated Tribes of the Umatilla Indian Reservation, and another meeting on this topic will take place this afternoon in Pendleton, so she needed direction from the Board. The Board agreed Morrow County is open to the joint regional transportation concept but will also move forward with appointing its own STIF Advisory Committee.

### Department Reports, continued

Fair Office Quarterly Report

Ann Jones, Fair Secretary

Ms. Jones reviewed her report. The theme for this year's Fair, which will take place August 13<sup>th</sup>-19<sup>th</sup>, will be "Bushels of Fun at the Morrow County Fair."

#### Business Items, continued

Surveyor Contract

Justin Nelson, County Counsel

Mr. Nelson reviewed an update made to the contract this morning, in consultation with Surveyor Stephen Haddock.

Commissioner Lindsay moved to approve the Contract between Morrow County and Witness Tree Surveying, Contract for Equipment and Materials for Morrow County Surveyor; effective April 4, 2018 to December 31, 2020; \$33,000 per year. Commissioner Doherty seconded. Unanimous approval.

Commissioner Lindsay moved to set the elected Surveyor salary at \$3,000 annually, plus the Contract for Equipment and Materials, both to be set at the same time. Commissioner Doherty seconded. Unanimous approval.

#### Department Reports, continued

Administrator's Written Monthly Report
Sheriff's Office Written Monthly Report
Both reports were reviewed by the Board.

#### Correspondence

- Letter from the U.S. Army Corps of Engineers regarding the final Finding of No Significant Impact for the St. Hilaire Columbia River Pump Station Expansion and East Improvement District New Pump Station Project
- Letter from the Navy to Umatilla Electric Cooperative regarding UEC's request for height restriction variances to Navy-held avigation easements east of Naval Weapons Station Training Facility Boardman

#### **Commissioner Reports**

- Chair Russell said a meeting took place yesterday that included U.S. Senator Ron Wyden, Port of Morrow Commissioners, Dr. Camille Preus, Blue Mountain Community College President, and others. Senator Wyden wanted to know if there were topics or issues where he might be able to provide assistance. Chair Russell said he will write a narrative detailing interactions with the Navy.
- Commissioners Lindsay and Doherty opted to delay their reports.

#### **Signing of Documents**

Break: 12:08 p.m. Resumed: 12:18 p.m.

12:18 p.m. Executive Session: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

12:44 p.m. Closed Executive Session: No decisions

12:44 p.m. Returned to Open Session

#### Miscellaneous

Ms. Knop distributed copies of a spreadsheet outlining the budgetary impact of the staffing requests approved last week.

Adjourned: 12:57 p.m.



# **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

(5	ee notations at bottom of form)	
Staff Contact: Roberta Lutcher Department: BOC Short Title of Agenda Item: (No acronyms please) Review and & Financia	1 0	anda Date: 4-18-18 Agriculture Wolf Compensation
This Item Inventor  Order or Resolution Ordinance/Public Hearing Ist Reading Public Comment Anticipa Estimated Time: Document Recording Req Contract/Agreement	ading Consent Ag ted: Discussion Estimated	ents Project/Committee genda Eligible & Action
Ontractor/Entity: Oregon Department Contractor/Entity Address: 635 Capitol Effective Dates – From: Fully Executed Total Contract Amount: \$2,450 Does the contract amount exceed \$5,000	St. NE Through: Janua Budget Line: 10	ary 31, 2019 01-101-3-30-3429
Reviewed By:		
Janus Charles	Admin. Officer/BOC Office	Required for all BOC meetings  Required for all BOC meetings
DATE	County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
	Human Resources	*If appropriate
DATE	Anow I week to Teview (300)mit to an aimid	taneously). When each office has notified the submittin

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

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

This is an annual grant award over seen by the Morrow County Wolf Depredation Advisory Committee. In the past, funds were used for wolf deterrent methods. While there are Areas of Known Wolf Activity (AKWAs) in Morrow County, we do not have a proven wolf depredation, to date.

Commissioner Jim Doherty is the Board's representative on the Wolf Depredation Advisory Con
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#### 2. FISCAL IMPACT:

The amount that can be reimbursed to Morrow County for administrative assistance with the committee and grant processing is up to \$450 (Award Type #3-Admin.).

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

Move to approve ODA Wolf Compensation & Financial Assistance 2018 Grant Agreement #ODA-4079-18 in the amount of \$2,450, and authorize Commissioner Doherty to sign on behalf of the County.

\* Attach additional background documentation as needed.

Rev: 11/7/17



#### **Department of Agriculture**

635 Capitol St NE Salem, OR 97301-2532

# OREGON DEPARTMENT OF AGRICULTURE WOLF COMPENSATION AND FINANCIAL ASSISTANCE 2018 GRANT AGREEMENT ODA-4079-18

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

AND:

Grantee:

Morrow County

Grantee Address:

P.O. Box 788

Heppner, OR 97836

DATE:

Date of Agreement: April 10, 2018

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

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

Section 1.02. <u>Grant Term and Termination</u>. This Agreement shall be effective on the date on which it has been fully executed and has been approved as required by applicable law (the "Effective Date"). The availability of Grant moneys under this Agreement and Department's obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **January 31, 2019** (the "Termination Date"). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date.

# SECTION 2 GRANT AWARD

Section 2.01. <u>Grant</u>. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than **April 10, 2018**, a maximum of **\$2,450.00** (Grant money) to be awarded by Grantee to Award Recipients as set forth in Table 2.01 for one or more of following numbered "Award Types":

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

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

AWARD TYPE	AWARD RECIPIENT	AWARD AMOUNT
#1-Direct Comp.	NA	0
#2-Prevention	Morrow County	\$2,000.00
#3-Admin.	Morrow County	\$450.00
#4-Missing	NA	0
	TOTAL GRANT AWARD	\$2,450.00

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

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

# SECTION 3 USES OF GRANT

- Section 3.01. <u>Eligible Uses of Grant</u>. Grant moneys may be used solely for the purposes described in this Agreement.
- Section 3.02. <u>Ineligible Uses of Grant</u>. Grantee shall not use the Grant moneys to reimburse any person or entity for expenditures made or to pay for any expenses incurred before August 2, 2011, which is the effective date of the Act, or for any other purpose not authorized by Section 3.01. In addition, Grantee may not obligate or expend any Grant moneys with respect to any particular award in excess of the Amount for the Award set forth in Table 2.01.
- Section 3.03. <u>Return of Unspent Moneys.</u> Grantee shall report by **December 31, 2018** all grant moneys spent and allocated to be spent by **January 31, 2019** termination date to the Department. Unspent and unallocated moneys must be returned to the Department by **January 31, 2019**.
- Section 3.04. <u>Recovery of Grant Moneys</u>. Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of

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

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

# SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

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

# SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Reports.

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

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

- iii. For awards made to producers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the producer has not already been compensated by other means and must supply the following information:
  - 1. Producer name:
  - 2. Date range unconfirmed depredation occurred resulting in missing animal(s);
  - 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity);
  - 4. Animal type;
  - 5. Whether animal was insured;
  - 6. Number of animals included in this claim
  - 7. Average value of animal;
  - 8. List wolf deterrence methods used by producer before depredation occurred;
- iv. For awards made to producers to implement livestock management techniques or nonlethal wolf deterrence techniques, counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before awards are given and provide the following information:
  - 1. Producer name;
  - 2. Brief description of management or nonlethal deterrence technique;
  - 3. Date and location implemented;
  - 4. Cost of management or nonlethal deterrence technique;
  - 5. Source of cost/price estimate.
- (b) <u>Periodic Oral Reports</u>. For each Award, Grantee shall, from time to time and upon request from Department, make oral presentations at times and locations designated by Department, describing the then current status of the Awards.
- Section 5.02. Records and Inspection. Grantee shall keep and maintain in accordance with generally accepted accounting principles proper books of account and records on all activities associated with all Awards and the activities financed with the Grant funds, including livestock producer contributions. Grantee shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. The Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access during normal business hours to the books, documents, papers and records of Recipient that are directly related to this Agreement, and the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, the Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Recipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all activities financed with the Grant funds.

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

Section 5.04. <u>Delivery of Work Product</u>. Grantee shall deliver to Department, at no charge, copies of all reports, articles, books, or other documents that arise from Awards funded in whole or in part with Grant moneys.

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

# SECTION 6 TERMINATION AND DEFAULT

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

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

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

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

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

# SECTION 7 MISCELLANEOUS

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

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

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

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

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

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

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

Section 7.09. <u>Survival</u>. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Recovery of Grant Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS. Section 7.10. <u>Counterparts</u>. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

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

CRANTEE	COUNTY	MORROW	COUNTY

AUTHORIZED	FD REPRESENTATIVE

Simotomo	Date
Signature	Date
Print Name	Title
State of Oregon, Acting by and though	its Oregon Department of Agriculture

Signature		Date			
Print Name	Lauren Henderson	Title	Assistant Direct	or	
Address	635 Capitol St. NE		W		
City	Salem	State	Oregon	Zip	97301
Phone	(503) 986-4552	FAX	(503) 986-4750	77	



# **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

Staff Contact: Greg Close / Matt Scrivne		r (Ext): 541-989-9500
Department: Parks / Public Works		enda Date: 4.18.2018
Short Title of Agenda Item: Recommend	d approval of Concessionaire	of The Landing
	ves: (Check all that apply for this	<u> </u>
Order or Resolution	Appointme	
Ordinance/Public Hearing:  1st Reading 2nd Read		Project/Committee genda Eligible
Public Comment Anticipate		
Estimated Time:	Estimated	Time: 5-10 minutes
Document Recording Requi	-	Pre-Authorization
Contract/Agreement	Other	
N/A Purchase I Contractor/Entity:	Pre-Authorizations, Contracts & Agreements	
Contractor/Entity Address:		
Effective Dates – From:	Through:	
Total Contract Amount:	Budget Line:	
Does the contract amount exceed \$5,000?	Yes No	
Reviewed By:		
4-12-1	Department Head	Daniel for all DOC markings
DATE	Department Head	Required for all BOC meetings
	Admin. Officer/BOC Office	Required for all BOC meetings
DATE		[
12. Tana	County Counsel	*Required for all legal documents
DATE	77' 0.65	10 11 11
DATE	Finance Office	*Required for all contracts; other items as appropriate.
DATE	Homes Description	• • •
DATE	Human Resources *Allow I week for review (submit to all simul	*If appropriate  Itaneously). When each office has notified the submitting

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

department of approval, then submit the request to the BOC for placement on the agenda

### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

Public works had advertised for a Concessionaire for the OHV The Landing. The deadline for these requests had been March 22, 2018 and only one proposal was presented. The review panel of Matt Scrivner, Darrell Green, Kate Knop, Greg Close and Sandi Pointer met on Mon. March 26th to review the RFP presented. It was then that all concurred a few questions needed to be clarified. We had received our clarification prior to our reconvene on Tues. April 3, The panel had received their clarification and felt with a firm contract, they were comfortable with recommending acceptance of the proposed RFP. Drafting up a contract with Justin was decided to make sure it would meet the needs. Please find attached all the correspondence of the Contractor and Public Works. Public Works recommends the award to go to Barbara Richmond Harris and Jacob Richmond for a contract of The Landing.

# 2. FISCAL IMPACT:

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

Motion to award Concessionaire for the OHV Landing to Barbara Richmond Harris and Jacob Richmond and approve contract presented in packet for signatures by Contractor.

# REQUEST FOR PROPOSALS

**FOR** 

# Concessionaire in OHV Landing Kitchen

**FOR** 

MORROW COUNTY -PUBLIC WORKS PROJECTS

# **MORROW COUNTY**

365 W Hwy 74 P.O. Box 428 Lexington, Oregon 97839 (541) 989-9500

February 2018

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Section 6: General Information	7

#### Introduction

Morrow County, hereinafter known as the County, is seeking the services of a qualified concessionaire to provide food preparation services for the Morrow County Landing Lodge kitchen as to provide service for the season. The contract is anticipated to start May 1, 2018 and end around Nov. 30,2018. The contract may be extended by agreement of both parties at the end of each season. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

#### Section 1: RFP Submittal and Closing Date

<u>Six</u> copies of the RFP must be received no later than 1:00 p.m. local time on March 22, 2018 may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFPs not in compliance with Section 4 will be considered non-responsive. RFPs must be addressed to the following:

Morrow County Attn: Sandi Pointer P.O. Box 428 365 W Hwy 74 Lexington, OR 97839 (541) 989-9500

#### **Section 2: Inquiries**

2.1 Questions that arise prior to the RFP deadline shall be addressed to the following:

Morrow County Attn: Sandi Pointer P.O. Box 428 365 W Hwy 74 Lexington, OR 97839 (541) 989-9500

2.2 Contractors shall submit questions in writing to Sandi Pointer no later than TWO days prior to the submittal date. Substantive questions and answers will be provided to all RFP recipients.

#### Section 3: The Landing Kitchen Policy Scope of Work

### Mission Statement for The Landing at Morrow/Grant County OHV Park

The purpose of The Landing is to provide a welcoming environment for the OHV Park guests. The Landing is a place where patrons may gather to relax, visit or to enjoy a meal offered with top service. This experience should enhance the park guest's experience during their time at the park.

#### The Landing Kitchen Policy Scope of Work

- 1) The concessionaire is required to provide food service to the public as per the agreement. The concessionaire will be identified as the park's food service provider and shall follow all food sanitation rules and regulations, including providing all necessary permits and licenses. One full hook-up (Power, Water, Sewer) RV campsite will be provided if necessary.
- 2) . At a minimum, proposals must provide a menu for four (4) days per week (Thursday, Friday, Saturday, and Sunday) and all holidays during the season.
- 3) The concessionaire will be required to provide a business plan that will include; hours of operation, months of operation and a menu. This plan must be mutually agreed on by the Park's manager, the Public Works Director and the concessionaire.
- 4) The concessionaire will provide proof of insurance.
- 5) The concessionaire will submit a monthly statement showing the gross income of the services provided through this contract. Statement must show a detailed list of all sales.
- 6) As part of this agreement and based on the above monthly statements the concessionaire will pay the County 10% of the monthly gross income. Payment shall be made out to Morrow County OHV Park, paid by the 15<sup>th</sup> of the following month, and delivered to the Morrow County Public Works Department.
- 7) The County may renew this contract every year without seeking outside proposals. This will occur if both parties are satisfied with the existing conditions of the agreement. The concessionaire and the County will review the agreement on or before August 31<sup>st</sup> each year to aide in effective changes prior to seeking other proposals.

Other duties of the concessionaire include but are not limited to:

- Be knowledgeable regarding park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park. Concessionaire and employees of shall be neat and clean in appearance and shall conduct themselves in a manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.

 Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

#### Section 4: RFP Content Requirements

#### 4.0 Contractors Capabilities/Experience/References

Outline the contractor's capabilities and experience with regard to the requested services. The response shall address the following:

- A. Experience with similar services. Provide references.
- B. Equipment available if any.
- C. Operating hours. Minimum four (4) days per week
  - 1. Days of operation to include Thursday, Friday, Saturday, Sunday and all holidays during the season.
- D. Menu: Provide a detailed menu of items to be offered
  - 1. Menu shall include service times for each selection being offered in menu

#### 4.1 Project Team

Outline the contractor's personnel who would work with the contracted concessionaire. The response shall address the following:

- A. Identify prime contact person for the duration of the contract.
  - 1. Extent of principal involvement
- B. Names of key members who will be performing the work and their responsibilities. Unless otherwise agreed the successful respondent shall be responsible for the performance of any subcontractor. The contractor will ensure that any subcontractors abide by all terms and condition/s of the contract.
- C. Certificate of Insurance: commercial liability insurance and workers compensation insurance will need to be presented when the contract is awarded.
- D. Must have or obtain safety and food handlers licenses that will apply to the food sanitation rules and regulations.

### 4.2 Method of Approach

Outline the contractors approach to working with the Parks Manager and the Public Works Director.

A. The response shall include primary contact for communications, scheduling and/or issues that may arise during this contract.

#### Section 5: Proposal Evaluation and Contractor Selection

#### 5.1 Evaluation Process

Statements of Proposals submitted on time will be reviewed against the Pass/Fail criteria. RFPs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

#### 5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
A. Section 4.0: Contractor's Capabilities/Experience/References (Experiences/References, Equipment availability, Operating hours, Menu)	40
B. Section 4.1: Project Team	30
C. Section 4.2: Method of Approach	30
Total Maximum Score:	100

#### **Section 6: General Information**

- 6.1 The County may require any clarification or change it needs to understand submitted proposals.
- 6.2 The successful contractor must provide proof of Worker's Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3 The County reserves the right to reject any or all proposals, and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
- 6.4 The County reserves the right to cancel this RFP upon a good cause finding.
- 6.5 The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6 The selected general contractor will be required to assume responsibility for all services outlined in the RFP, whether the contractor or a subcontractor produces them.

#### - ADVERTISEMENT -

# REQUEST FOR PROPOSALS FOR Concessionaire in OHV Landing Kitchen

#### Morrow/Grant OHV Park - Morrow County, Oregon

Morrow County, Oregon, requests proposals for a qualified Concessionaire in OHV Landing Kitchen.

To provide food handling and preparation services for various events and regular season. Janitorial supplies and equipment are furnished. Concessionaire will need food inventory and appropriate food handler's licenses. Contractors submitting proposals shall be considered based upon the following general evaluation criteria:

- 1. Contractor's Capabilities/References, Equipment Availability, Operating Hours, Menu
- 2. Project Team
- Method of Approach.

Copies of the Request for Proposals may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 1:00p.m., March 22, 2018 Any questions or concerns may be addressed to Sandi Pointer, spointer@co.morrow.or.us.

#### Untitled

March 16 2018

Attached please find our RFP for the operation of The Landing Lodge at the Morrow Grant County OHV Park.

Let me first say Thank you for taking the time to review this information and give us consideration.

Because of the need to merge both documents together so our reponse to the questions in Section 4, you will note that our spacing was stagerred during the conversion. Unfortunately this could not be corrected. Feel free to contact me with any questions.

Please note that in the Introduction it stated the operational contract would run from Approx May 1, 2018 to Nov 30, 2020. In the past, we have opened by the 7-15 of April to help out all of the turkey hunters, especially the Youth during their special hunt. I know it would be a rush, but we would like to be open NO LATER than April 15, 2018. With the Appreciation Dinner to be held as in years past on Saturday April 14, 2018.

Should you have any question, all contact info is below

Again Thanks.

Barbara Richmond Harris

po box 567

Heppner OR 97836

541.969.3822

djo91811@hotmail.com

Jake Richmond simpleman28@gmail.com 541.419.5603

# REQUEST FOR PROPOSALS

**FOR** 

# Concessionaire in OHV Landing Kitchen

**FOR** 

MORROW COUNTY -PUBLIC WORKS PROJECTS

# **MORROW COUNTY**

365 W Hwy 74 P.O. Box 428 Lexington, Oregon 97839 (541) 989-9500

February 2018

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#### INTRODUCTION

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Other duties of the concessionaire include but are not limited to:

- Be knowledgeable regarding park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park. Concessionaire and employees of shall be neat and clean in appearance and shall conduct themselves in a manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.

• Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

#### **Section 4: RFP Content Requirements**

#### 4.0 Contractors Capabilities/Experience/References

John Harris Concessions was previously the contractor for Morrow County Parks
Department

operation The Landing Lodge. We held that contract from 4/2015 to 11/2017. During that

time we provided the parks guests with high quality food while maintaining the highest health

standards. With careful planning, marketing and community partnerships we were able to increase our overall sales by almost 27% in 2017, over the previous season.

We have attached letters from Lohman Helicopters, Brandon Britt of ODF for our services to their crews, as well as a certificate from The Northwest Trail Riders for our continued donations to

their Mother Day race at the OHV Park. Other references you are free to check include long

time park guests Deb and Gary Clark of Touchet Washington. For many years they have stayed at the OHV for their anniversary. We even baked them a cake! Local residents Sid Zinter and family and your across the road neighbor John Patterson, as well as longtime Heppner resident Shirly Ruggs can also be contacted. Shirley is a weekly visitor to the restaurant for our famous Senior Sunday. Heppner Booster Club can be contacted regarding our Mustang Mondays. That day, \$1.00 from every burger or basket is donated to the Booster Club. This in no way affects the county's commission. Its just our way of giving back to those who support us, just like the donations to NWTRA and the EMS Poker Run also held at the park.

An equipment list will be available if awarded contract. We will be increasing our inventory if awarded the contract. A list of what equipment we have will be provided

just prior to opening and a full inventory can once again be taken. Any of the county's cooking utensils or equipment not being used can then be removed for safe keeping and the correct total inventory list will be kept on hand.

#### HOURS WILL BE AS FOLLOWS

MONDAY

10am-5pm MUSTANG MONDAY

TUESDAY

CLOSED

WEDNESDAY

10am-8pm

THURSDAY

10am-8pm DINNER SPECIAL HAMBURGER

STEAK DINNER

FRIDAY

10am-8pm DINNER SPECIAL CHICKEN FRIED STEAK

DINNER

SATURDAY

8am-8pm BREAKFAST BUFFET 8AM - 11AM OR

SOLD OUT

PRIMERIB DINNER

6PM - CLOSE BY RESERVATION ONLY

SUNDAY

8am-5pm BREAKFAST BUFFET 8AM - 11AM OR

SOLD OUT

SENIOR MEAL DINNER NOON - 5 or sold out

REGULAR MENU ALSO AVAILABLE

Our new menu is attached for you convenience.

During the week days we will be providing biscuits and gravy all day as well as various continental breakfast style items such as donuts, muffins, coffee, juice, fruit etc. No menu is available as those items could change due to availability. Pricing will be by the item.

#### 4.1 Project Team

A/B

This business will be a partnership between BARBARA RICHMOND-HARRIS and son JAKE RICHMOND. Primary contact person for the duration of the contract will be

BARBARA RICHMOND-HARRIS. Her principal involvement will be 100%. Jake being an equal partner shall have 100% authority to speak for Barbara and make decisions however be advised 100% of the information/changes are discussed between the two, regardless if both are present. Both parties will share responsibility for the performance of this contract. The other KEY person will be JOHN HARRIS. As he is not employed he will act in any position that is required.

C ..

Commercial Liability Insure binder will be provided once the proper documentation is provided to our insurance company, Wheatland. This will include a copy of the contract as well as vent hood documentation. Workers Comp is NOT available to owners as we carry no payroll an are self insured. When payroll is incurred, then we can seek workers comp.

D.

As per Oregon State Law, ANYONE who enters the kitchen must have a food handlers license and all members of the project team are current licensed food handlers.

#### 4.2 Method of Approach

We feel it paramount that we work closely with the Public Works Director and park management to make sure that all of countys and the vendors needs and expectations are met. The previous public works director had wanted us to try to draw more business from local communities. With that in mind we proposed and implemented "Senior Sunday" marketed directly to local residents. Immediately we began to see people from Heppner, Spray and as far away as hermiston making the trip to the park just for our Sunday dinners. It continued to grow in popularity and prior to the end of our 2017 contract, Sunday could be counted on being one of our busiest days of the week. We also worked with Greg Close and were able to divide costs and provide satellite TV inside the restaurant for park guests and employees to enjoy on their free time. We've gone as far as keeping small gifts on hand for park patrons who may be celebrating birthdays or anniversaries, as well as a (small) supply of toiletries, sundries and fishing equipment for park guests to purchase or even borrow. Moving forward, we would whole heartedly take under consideration any ideas, feedback or suggestions, knowing we would be given the same consideration by the county.

#### Section 5: Proposal Evaluation and Contractor Selection

#### 5.1 Evaluation Process

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#### ADVERTISEMENT —

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### Morrow/Grant OHV Park - Morrow County, Oregon

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- 2. Project Team

c e r n s

m a 3. Method of Approach.

Copies of the Request for Proposals may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 1:00p.m., March 22, 2018 Α n У q u е S t O n S 0 С 0 n

Barb, Jodi, and Jake,

Thank you for the warm hospitality and wonderful food you've provided for the Gold Beach (C-31) crew! We have certainly appreciated everything! The food tasted great and we looked forward to every meal! I personally want to thank you for the fun challenge you set up! The burger was absolutely delicious and it was fun trying to beat the boys! As you mentioned, us ladies have to stick together! The gift baskets were hilariously creative and very beautiful! You guys put a lot of work into the gifts and I appreciate it! The whole staff was great and made our stay in camp! the best one yet and very memorable! Thank you for everything!

- C.Stewart A.K.A. The Biggest Eater



**Department of Forestry** 

Central Oregon District John Day Unit PO Box 546 415 Patterson Bridge Rd John Day, OR 97845 PHONE: 541-575-1139 FAX: 541-575-2253 www.ODFcentraloregon.com

September 25, 2017



To: The Landing

We greatly appreciate your service that you provided during the 2017 Fire Season. The service that has been provide was above and beyond what we would of expected to get from anywhere else. Having this restaurant to utilize during the fire season is extremely important and useful when planning logistics for fire camps, helicopter crews, and anyother agency gathering that take place in the area of the OHV Park/The Landing. We hope to keep a good strong relationship with the operators of The Landing, due to ease of accesss and reliability during the summer fire seasons.

It is not an easy task to deal with our agency due to ever changing plans, uncertainty of fire, and rescource allocation in the area, but they do a great job working with us. We plan to use this facility every year and utilize them in feeding larger crews when we establish fire camps at the OHV Park. The folks at The Landing work hard to provide us with full stomachs so that we can work hard on the line. Thank you for the hard work that you do in keeping my crews fed and hope to keep a good strong working relationship with you.

Thank You,

Braden Britt
Fossil Wildland Fire Supervisor
Oregon Department of Forestry
541.620.0185

North West Trail Riders Association, INC

Wishes to THANK,

For their generous donation of a Prime Rib Dinner to our OHV event held on

May 13th 2017.

Your donation helped to make this event a success.





February 28, 2018

To Whom it may Concern:

This letter is a recommendation for Barbara Richmond-Harris and the Landing Lodge Restaurant.

We are a helicopter company that supports the Oregon Department of Forestry Fire Fighting efforts in Heppner, OR, based out of the Morrow County OHV park. We have a 10 year contract that is 2 years in. My Pilots, Mechanics and Truck Drivers depend on Barbara and the restaurant very much. In the past she has stepped up to help us every time we needed her. She has not let us down even once. She has helped in the following ways;

- There is always food available, and not just food, but good food. My guys work away from their homes for the whole summer. It makes a large difference that they have somewhere that they can get good food instead of bringing up a lunch from the store in Heppner.
- Barbara provides internet service. Without it I would not be able to even perform our operations on a daily basis as well as we do. It is a large benefit to us.
- Barbara always goes the extra mile for us. There are times that my guys are out fighting a fire all
  day, away from the base. They come dragging in with the Helicopter late in the evening after
  the Restaurant is closed. She always has stepped up and put together a meal for the guys, or
  helped in any way she could.
- Last year during the eclipse, we were tasked with everyone staying at the site and not going
  down the hill at night. We rented two cabins and everyone stayed there. She made sure that
  they had everything they needed. They were on call 24 hours a day because of the number of
  people coming into the area. She made a welcome haven where they could be on standby
  instead of sitting outside on a picnic table for the entire time.
- Barbara allows all of my crew to hang out in a separate area at the restaurant while waiting for Fire calls. She has a big screen TV, and makes my guys feel at home. It makes a large difference to their work days to have some comfort. Without Barbara and the restaurant our job of protecting the area from fires would be far more difficult. My guys would be tired and hungry and not at their best.

We at Lohman Helicopter really appreciate all of the help that Barbara has given us. She and the restaurant are an integral part of us handling our contract with the ODF.

If you have any questions, please call me.

Tami Hutchison

Tami Hutchison
Operations Manager
Lohman Helicopter LLC
Cell / 541-944-8288

WELCOME TO

# THE LANDING LUDGE

Proudly Hosted by John, Barb, Jacob, and Bella

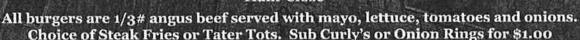
BISCUITS & GRAVY
SERVED ALL DAY!

541-969-3822 Wed-Fri: 10am-8pm Saturday: 8am-8pm Sunday: 8am-5pm

THE STATE OF THE S

# LUNCH

Wed-Sun 11am-Close



Hamburger	\$8.95	Chicken Strip Bskt	\$8.95
Cheeseburger	\$9.95	Shrimp Bskt	\$8.95
Bacon Burger	\$9.95	Beer Battered Fish-n-Chips	\$9.95
<b>Bacon Cheeseburger</b>	\$10.95	Grilled Cheese	\$6.95
<b>Double Bacon Cheeseburger</b>	\$13.95	BLT	\$7.95

# SIDE ITEMIS & APPETIZERS

MANIAN

Steak Fries	\$3.00	Mac-n-Cheese Bites	\$4.00	Sampler	\$10.95
Tater Tots	\$3.00	Mozzarella Sticks	\$4.00	(3 items)	
Curly Fries	\$4.00	Battered Mushrooms	\$4.00	Soup (as avai	lable)
Onion Rings	\$4.00	Jalepeno Poppers	\$4.00	Cup	\$3.00
		annua -			\$4.95

## DINNER SPECIALS

SERVED FROM 6PM TO CLOSE, WITH DINNER SALAD, POTATOE, VEGETABLE AND DINNER ROLL

THURSDAY NIGHT HAMBURGER STEAK DINNER \$11.95

FRIDAY NIGHT CHICKEN FRIED STEAK DINNER \$13.95

> SATURDAY NIGHT PRIME RIB DINNER (BY RESERVATION ONLY) \$25.95

Malt (van,choc,straw) \$5.00 Vanilla Ice cream Dish \$3.00 Coffee \$1.00 Tea \$1.00 Soda \$1.50

Milk Shake(van, choc, straw)

Don't forget about SENIER SUNDAY! Every Sunday we offer a Sunday Lunch Special available from noon to close!

\$7.95

\*Eating raw or undercooked meat, poultry, seafood or eggs increases your risk of foodborne illness

\$4.50

**OHV Concessionaire The Landing Contractor** 

**RFP Score Sheet** 

3/26/2018

Proposer

Total score

	AL	295		
	TOTAL			
V		75		75
¥	9#	20		20
MS	#4	80		80
DG	#3			
		45		45
OC	#2	45		45
SP	#1			
		puomy		
		acob Ric		
		ris and J		
		Barbara Eichmond Harris and Jacob Rich		
		ra Eichn		
		Barba		

#1 Sandi Putman, MC Management Assistant

#2 Greg Close, Morrow County Parks Manager

#3 Darrell Green, Morrow County Administrator

#4 Matt Scrivner, Morrow County Public Works Director

#5 Kate Knop, Morrow County Finance Director

I hope this information is helpful in making your choice. Let me know if I can help more.

Thanks Barb

Sent from my iPhone

On Mar 26, 2018, at 4:54 PM, Sandra Pointer < spointer@co.morrow.or.us > wrote:

Hello Barbara,

Thank you for your submission of the RFP for the Concessionaire at the Morrow County Parks, OHV - The Landing Kitchen. The review panel requests a few items for clarification:

- Please send an updated menu with the days of operation.
- Please provide a list of equipment that you would be supplying if selected.
- <!--[if !supportLists]-->• <!--[endif]-->Commercial liability Insurance will need to be provided prior to signing of the contract and include a minimum of \$1,000,000 with Morrow County listed as the additional insured.

Best Regards

Sandi

#### **Morrow County Public Works**

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance Visit us on the web www.co.morrow.or.us From: To: Barbara Richmond-Harris

Sandra Pointer

Subject:

Re: RFP Concessionaire items.

Date:

Tuesday, March 27, 2018 10:09:18 AM

Good morning. Hope the following information clarifies the questions you have

The business name in Barbara Richmond Harris and Jacob C Richmond. It is s general partnership and therefore in not required to be registered in the state of Oregon.

Hours of operation are already on the menu at the top. As well in the lower left hand corner the hours are posted there as to hours of the dinner menu

Liability insurance is thru Wheatland. They called this morning with question about the contract which I do not have. They will be contacting you with their questions

Below is what inventory will be brought in upon receiving the contract

Upright freezer

Wooden work/prep table

Heat lamp

Microwave

2 regular cutting boards

2 custom hardwood cutting boards

16 piece Whuesuf professional knife set

16 piece cookware set

Misc pots and pans

Serving utensils

Can opener

Temps

Mixing bowls

Strainers

Misc bakeware

4 crocks

2 roasters

Coffee urns

Serving plates bowls etc

Table toppers i.e. Napkin holders etc

Outside smoker

Infrared BBQ

Toaster

Coffee pot

Blenders

Magnetic knife holder

Mandelin

There is a display case and old ice cream machine there in the building that was to be purchased by the county. Having not received payment we can just add that back into our inventory.

# COMMERCIAL INSURANCE APPLICATION

DATE (MM/DD/YYYY)

	APPLICANT INFORMATION SECTION	NOIL	03/:	03/27/2018
AGENCY	CARRIER			NAIC CODE
WHEATLAND INS CENTER INC	Ohio Security Insurance Company	nce Company		
PO BOX 1127	UNDERWRITER	UNDERWRITER DEFICE	FFICE	
FENDLETON OR 97801 ULUU	POLICIES OR PROGRAM REQUESTED		FOLICY NUMBER 58716873	
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	ACCOUNTS RECEIVABLE	EQUIPMENT FLOATER	UMBRELLA	
CONTACT	BOLERA MACHINERY	GARAGE AND DEALERS	VEHICLE SCHEDULE	2
PHONE No. Extr. 541-676-9113	BUSINESS AUTO	GLASS AND SIGN	WORRESS COMPENSATION	ENSTATION
FAX (A.C. No):	X GENERAL MARLITY	INSTALLATION/BUILDERS RISK	YACHT	
E-MAIL avendingevini net	CRIME/WISCELLANEOUS CRIME	OPEN CARGO		
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CODE 35021.5	SAIS CODE		DEALERS		X PROPERTY		
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田民	B RICHMOND					HEPPNER OR 97836	97836	
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ADOR	E-MAIL ADORESSIES:					WEBSITE		
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PHONE		E-MAD			PHONE	ů.	E-MAIL.	

REMI	SES IN	PREMISES INFORMATION ACORD 623 attached for additional premises	premises					
# DOT	# C78	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR	# EMPLOYEES	ANNUAL REVENUES	OCCUPIED
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restaurant located on a county ran OHV park.	
Small	

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OF BUSINES	restauran	ACORD 125 (2007/10)
2010	Small	ACORD

Page 1 of 3 © 1993-2007 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:

CENERALINEORMATION	AGENCY CUSTOMER ID:		1
EXPLAIN ALL "YES" RESPONSES			N/A
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1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?			
2. IS A FORMAL, SAVETY PROGRAM IN OPERATION?			
3. ANY EXPOSURE TO FLAMIANBLES, EXPLIDISIVES, CHEMICALS?			
4 ANY CATASTROPHE EXPOSURE?			
5 ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?	٨.		
6 ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS? (Not applicable in MO	ED DURING THE PRIOR THREE (3) YEARS? (Not applicable in MO)		
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2015			
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ACORD 101 (2008/01)

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ATTACH TO ACORD 125 © 1985-2007 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

ACORD 140 (2007/09)

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ACORD 140 (2007/09)

Page 2 of 2

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FORM NUMBER: ACORD 140 FO	FORM TITLE: Property Section	
Additional Coverages Location #: 0001 Address: Address: 7100 E Morphine Lane HEPPNER OR 97836 MORROW		
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Location Level Optional Coverages		
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Arem Occupied by Insured	[(sq. feet)	
1500 Area Occupied by other b	other building tenants (sq. feet)	
0 Area Unoccupied (sq. feet)	τ)	
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AGENCY CUSTOMER ID:

ACORD 101 (2008/01)

ACORD"	COMMERCIAL GENERAL LIABILITY SECTION	GENER/	AL LIABII	ITY SE	CTION	DATE (MMDD/YYYY)	(Lux
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		EACH OCCURRENCE	\$1000000	PRODUCTS	
penchales		DAMAGE TO RENTED PREMISES (year) occumence)	\$1000000		
PROPERTY DAMAGE		MEDICAL EXPENSE (Any one person)	\$15000	OTHER	
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ACORD 126 (2007/05)	Page 1 of 4	© ACORD CORPORATION 1993-2007. All rights reserved.

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TIME STAFF:

PRODUCT S/COMPLETED OPERATIONS	DOPERATIONS						Ì
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1 DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?	ALL, SERVICE OR DEMONS	TRATE PRODUCTS?					
2 FOREIGN PRODUCTS S	FOREIGN PRODUCTS SOLD, DISTRIBLITED, USED AS COMPONENTS? (If "YES", attach ACORD 815)	4S COMPONENTS? ()	f "YES", attacl	ACORD 815)			
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?	OPMENT CONDUCTED OR	NEW PRODUCTS PL	NNED?				
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6 PRODUCTS RECALLED.	PRODUCTS RECALLED, DISCONNECTED, CHANGED?	D?					
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9 VENDORS COVERAGE REQUIRED?	REQUIRED?						
10 DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?	RED SELL TO OTHER NAM	ED INSUREDS?					
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VEHICLE: BOAT: SCHEDILED ITEM NUMBER: OTHER
IEM DESCRIPTION: CG2011-Managers or Lessors of Premises
EXPLAINAL TEST RESTONDED FOR WEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?  1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?
DOFAVE PRST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERAL? (e.g. landfile, viesses, Ivel bands, etc.)
ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?
14 HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?
16 IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?
Page 3 of 4

GENERAL INFORMATION (continued)		
EXPLANA ALL "YES, REBOOKEDS For an absorption repeatable and accompany of a state of the state o	N / N	_
17. ANE DAY CANE FACILITIES OPERATED OR CONTROLLED?		
18 HAVE ANY CRIMES OCCURRED ON BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) VEARS?		
19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?		
20 DOES THE BUSINESSES PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?		
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ACORD 126 (2007/05)  Page 4 of 4		-

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#### MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called County, and Barbara Richmond Harris and Jacob Richmond, hereafter called Contractor. County's Contract Administrator for this contract is Matt Scrivner, Public Works Director.

1. Effective Date and Duration. This contract shall become effective on April 30, 2018 or the date at which this Contract has been signed by every party hereto, whichever occurs first. Unless earlier terminated or extended, this Contract shall expire when County closes the park or on November 11, 2018. The specific dates of park closing shall be determined by the County, depending upon the weather, the hunting season schedules, and the days upon which weekends occur. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

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#### 2. Statement of Work.

14 15 a. Contractor agrees to perform the Work in accordance with the terms and conditions of the attached The Landing Kitchen Policy and Scope Exhibit A, , Exhibit B, Exhibit C, and Exhibit D.

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#### 3. Consideration

18 19 20 a. County will receive from Contractor 10% (Ten Percent) of the gross sales for accomplishing the Work as described in Section 2- Statement of Work.

21 22

4. Contract Documents. This contract consists of this Contract and attached Scope of Work (Exhibit A), cleaning specifications (Exhibit B), complete RFP from contractor (Exhibit C) menu supplied by contractor (Exhibit D). All attached Exhibits are hereby incorporated by reference.

23 24 25

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

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

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

35 36 37

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

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#### 6. Subcontracts and Assignment; Successors and Assigns.

a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without County's prior written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. If so granted the County shall be sent a full copy of any contract interred into by contractor. b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and

46 47 48

assigns, if any. 7. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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#### 8. Funds Available and Authorized

55 56 a. Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.

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

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#### 9. Representations and Warranties

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

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

#### 10. Ownership of Work Product, Social Media Accounts, Facility Name

- a. Work Product: All Work products of the Contractor that result from this contract ("the Work Products") are the exclusive property of the County. County and Contractor intend that such Work Products be deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work Products are not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such right in County. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- b. Social Media: Administrative rights to any and all social media, electronic or digital content and or advertisement that utilize trademarks, name or names owned and or associated to County shall be provided to the Morrow County Public Works Department by Contractor. At termination of contract all social media or digital media must be discontinued and turned over to County with all exclusive administrative rights.
- c. Facility Name: County has sole ownership of facility names: The Landing Lodge and The Landing. Upon termination of this contract, Contractor shall cease use of the name and terms "The Landing Lodge" and "The Landing."
- 11. Indemnity. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. All advertising will be done at contractor's expense. All use of trademarks, name or names owned or associated to Morrow county and/or Grant County in any form of advertisement, social media and/or digital media must have written permission from County.
- 12. Insurance. Contractor shall provide insurance as required by State law.

#### 13. Termination

a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties or with the terminating party providing 7-Days written notice to the other party.

#### b. Remedies

- i) In the event of termination pursuant to Sections 13, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by **County**, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to **County** upon demand.
- c. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work. As specified in Section 10, Contractor shall cease use of social media sites for The Landing Lodge and The Landing and transfer those to County. Contractor shall also cease use of the term, logo, or designation of The Landing Lodge and/or The Landing.
- 14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
- 15. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

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- 129 17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the 130 Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. 131 Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
- 133 18. Force Majeure. Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where 134 such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove 135 or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this 136 137
- 138 19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth 139 in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 26. 140
  - 20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.
  - 21. Notice. Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or certified mail, to Contractor or County at the address or number set forth below of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
  - 22. Severability. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
  - 23. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
  - 24. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
  - 25. Governing Law, Venue, Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
  - 26. Merger. This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

# CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS

179	CONTRACT, UNDER	STANDS IT, AND A	GREES TO BE BOUND BY	ITS TERMS AND CONDITIONS.	
180			CONTRACTOR DATA A	ND CERTIFICATION	
181	Name (tax filing):	Barba	ra Richmond Harris and Ja	cob Richmond	
182					
183	Address:	P.O. B	ox 567, Heppner, OR 97	7836	
184	Citizenship, if applicab	le: Non-resident alien 2	X Yes □ No		
185	<b>Business Designation</b> (	check one):			
186	☐ Corporation	□ Partnership	☐ Limited Partnership	☐ Limited Liability Company	Limited Liability
187	Partnership	☐ Sole Proprieto	orship   Other		
188	Federal Tax ID#:		or SSN#:		
189	Above payment information	tion must be provided	prior to contract approval.	This information will be reported to th	e Internal Revenue Service (IRS)
190	under the name and tax	payer I.D. number subi	mitted. (See IRS 1099 for ac	lditional instructions regarding taxpay	er ID numbers.) Information not
191	matching IRS records co	ould subject contractor	to 31 percent backup withhol	ding.	

Concessionaire OHV The Landing

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Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate. **CONTRACTOR** \_\_\_\_\_\_ Title; \_\_\_\_\_ Date: Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_ By: \_\_\_\_\_\_ Title; \_\_\_\_\_ Date: Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_ COUNTY **MORROW COUNTY COURT** ATTEST: Melissa Lindsey, Commissioner County Clerk Jim Doherty, Commissioner Don Russell, Board Chair 

#### Exhibit A

#### Mission Statement for The Landing at Morrow/Grant County OHV Park

The purpose of The Landing is to provide a welcoming environment for the OHV Park guests. The Landing is a place where patrons may gather to relax, visit or to enjoy a meal offered with top service. This experience should enhance the park guest's experience during their time at the park.

#### The Landing Kitchen Policy Scope of Work

- 1) The concessionaire is required to provide food service to the public as per the agreement. The concessionaire will be identified as the park's food service provider and shall follow all food sanitation rules and regulations, including providing all necessary permits and licenses. One full hook-up (Power, Water, Sewer) RV campsite will be provided if necessary.
- 2) . At a minimum, proposals must provide a menu for four (4) days per week (Thursday, Friday, Saturday, and Sunday) and all holidays during the season.
- 3) The concessionaire will be required to provide a business plan that will include; hours of operation, months of operation and a menu. This plan must be mutually agreed on by the Park's manager, the Public Works Director and the concessionaire.
- 4) The concessionaire will provide proof of insurance.
- 5) The concessionaire will submit a monthly statement showing the gross income of the services provided through this contract. Statement must show a detailed list of all sales.
- 6) As part of this agreement and based on the above monthly statements the concessionaire will pay the County 10% of the monthly gross income. Payment shall be made out to Morrow County OHV Park, paid by the 15<sup>th</sup> of the following month, and delivered to the Morrow County Public Works Department.
- 7) The County may renew this contract every year without seeking outside proposals. This will occur if both parties are satisfied with the existing conditions of the agreement. The concessionaire and the County will review the agreement on or before August 31<sup>st</sup> each year to aide in effective changes prior to seeking other proposals.

Other duties of the concessionaire include but are not limited to:

- Be knowledgeable regarding park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park. Concessionaire and employees of shall be neat and clean in appearance and shall conduct themselves in a manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.
- Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

#### **EXIBIT B**

The County will be responsible for vent and hood cleaning at the beginning of the season. The contractor will be responsible for any additional hood and vent cleaning deemed necessary for the rest of the season.

Contractor is responsible for keeping the building clean, sanitized and up to ORS standards. A preseason and post season cleaning of all aspects of the building.

County will provide paper towels and toilet paper for the restroom, contractor will keep the restroom area clean and install all paper products provided by the county.



#### **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)

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

Staff Contact: Sandi Pointer	Phone Number (Ext): 541-989-9500
Department: Morrow Co. Public Works	Requested Agenda Date: 04.18.2018
Short Title of Agenda Item: Purchase Pre Authorizat	ion of upgrade fuel monitoring system
Taronaco i To Nathonzat	ion of application mornitoring by otom.
This Item Involves: (Check a	ll that apply for this meeting.)
Order or Resolution	Appointments
Ordinance/Public Hearing:	Update on Project/Committee
☐ 1st Reading ☐ 2nd Reading	Consent Agenda Eligible
Public Comment Anticipated:	Discussion & Action
Estimated Time:	Estimated Time:
Document Recording Required	Purchase Pre-Authorization
Contract/Agreement	Other
N/A Purchase Pre-Authorizations,	Contracts & Assessments
N/A <u>Purchase Pre-Authorizations</u> , Contractor/Entity:	Contracts & Agreements
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line: 202220-540-4509/ Shop Equip.
	No
Does the contract amount exceed \$5,000.	
Davience d Davi	
Reviewed By:	
4-12-18 Departme	ent Head Required for all BOC meetings
DATE	
Admin. C	Officer/BOC Office Required for all BOC meetings
DATE	
County C	ounsel *Required for all legal documents
DATE	
	Office *Required for all contracts; other
DATE	items as appropriate.
Human R	esources *If appropriate
	review (submit to all simultaneously). When each office has notified the submitting

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

department of approval, then submit the request to the BOC for placement on the agenda.

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

The running costs of a gasoline and diesel is an ongoing and important aspect of the Public Works (Road, Parks, General Maint.) fleet. In 2005 the K800 petro vend system was installed in the Irrigon and Lexington road dept. yards. fuel tracked for reimbursement and true cost of projects. This system is old dial up analog system which is a challenge to keep running, several updates have been installed and the system is getting the point of being obsolete to complete some downloads.

Public works would like to get an online wireless system and do away with petro vend cards (Several being lost and damaged), using a pin pad to input equipment used and project. Fuelcloud can retrieve data, information and services available at anytime, from any device. The flexibility is a time saver and money. The system is a monthly service fee of \$75.00 and with taking the phone lines for the dial up service out we are still at the same monthly charge.

Only getting a system set up for the Lexington yard as the Irrigon yard will be moved in time.

Two quotes received
Grand Ronde Petroleum Service, LLC
Carson Team

\$6,978.82 \$7,274.98

Public Works will go with the lowest cost of Grand Ronde Petroleum.

#### 2. FISCAL IMPACT:

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

Public Works would like a motion to accept the Fuelcloud system to be purchased and installed at the lexington yard.

Attach additional background documentation as needed.



The Future of Fueling



The future of fueling has arrived.



The creators of FuelCloud are fourth-generation fuel industry experts who saw a desperate need for evolution in the way fuel is managed.

#### What do we mean when we say that FuelCloud is the future of fueling?

FuelCloud enables easy and advanced fueling, tracking, and accounting capabilities through an intuitive, streamlined, and totally customizable digital interface. From business owners, to fuel jobbers, all the way to end users, FuelCloud improves accuracy, control/regulation, and overall ease of use through our carefully and thoughtfully designed hardware, online platform, and mobile app.

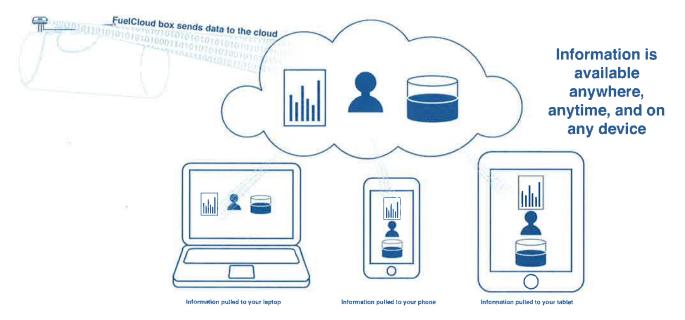
#### Some high-level benefits include:

- -Detailed on-site tank tracking for a dramatically lower price than traditional systems
- -Unlimited custom reports
- -Eliminate manual recording
- -Eliminate the cost and hassle associated with physical cards
- -Cloud-based system that allows detailed inventory tracking and tank monitoring
- -Automatically file for state and federal fuel tax refunds



#### So, what is "The Cloud" anyway?

"The Cloud" can sometimes seem like a nebulous concept. Simply put, cloud computing means storing and accessing data over the Internet instead of your computer's local hard drive.



Why is it important that FuelCloud operates in the cloud?

Files, documents, and data stored in local drives (i.e. one place, in a physical computer or a paper notebook) are not accessible unless one is physically at the computer to access it. Operating in the cloud allows FuelCloud to make documents, data, information, and services available anytime, anywhere, from any device. This flexibility saves time, money and frustration. An example of this is email. You can log in to your email from any device and access messages, documents, and attachments. The data is not stored locally, but in the cloud and can be pulled down and accessed at a moment's notice.

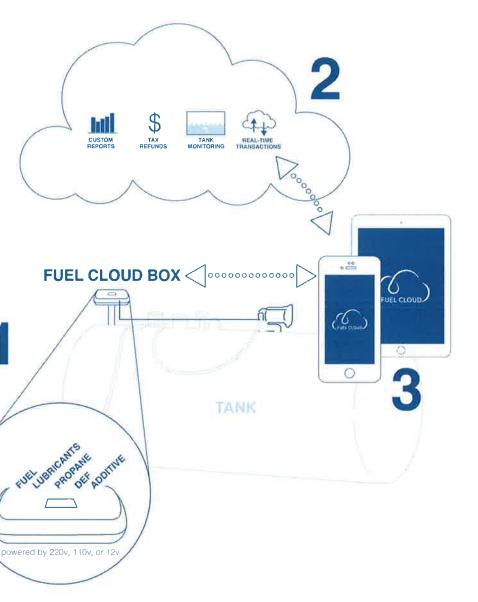
Just think - rather than having to go to the office to deal with an issue or answer a question, all the information you need is instantly at your fingertips and accessible from anywhere in the world!



#### How do I get started?

- 1. Install FuelCloud hardware on tank or fueling system
- 2. Set up drivers & vehicle, manage inventory, and run reports from fuelcloud.com

3. Use phone/tablets to authorize transactions on site





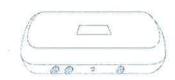
The Hardware



#### What hardware is included and what are the specs?

- -Works on 12v, 110v, or 220v power
- -Can be used for Fuel, Lubes, DEF, Propane, Water, etc.
- -Works on stationary tanks, mobile tanks, and trucks
- -Can be installed in an hour
- -Can work out of cellular and wireless communication
- -Can work with almost any kind of pump and meter
- -Redundant communication methods with phones/tablets
- -Full one-year parts and labor warranty

#### **FuelCloud Box Technical Specifications**



- Power Requirements: 80-277 VAC, 50/60 Hz, 12VDC, 250 watts
- Operating Temperature Range: -40° F to 150° F (-40° C to 65° C)
- Graphics display: 2.9 inch monochrome 64x128 pixel
- 2 Gb micro SD storage (expandable)
- Communications: RS485, RS232, USB, Ethernet
- Wireless: 802.11 B/G, Bluetooth 4.0

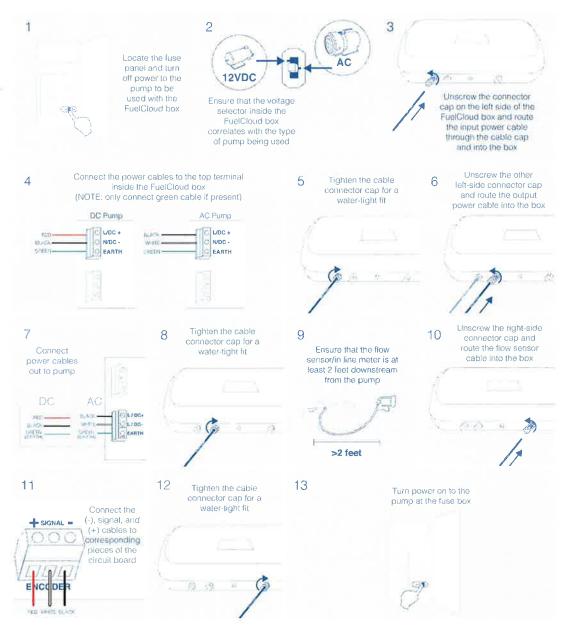
#### **Pump Control**



- Relay Contact Rating AC: 240 VAC; 20 A
- Relay Contact Rating DC: 12 VDC; 20 A
- Pulser Type: Single Channel
- Pulser Input: Electronic (5-78 VDC)
- Maximum Pulse Speed: 0 300,000 Hz



#### How is FuelCloud installed?





Software & App



#### **Software & App Summary**

- -Real-time tank monitoring
- -Unlimited custom reporting
- -Complete fuel tax refund documents generated automatically
- -Unlimited drivers, vehicles, transactions, and users
- -Integrates with most other systems (tank monitors, accounting systems, etc.)



#### **Cloud-Based Software**

- -Access the system from anywhere, on any device
- -Never pay for software updates
- -Real-time transactions
- -Integrate with anything via our open API
- -Simple to use and easy to understand



#### Software

- -Works on phones and tablets
- -App based authorization
- -Android & iOS
- -Internet Browser Options: Chrome, Firefox. Internet Explorer, Safari, Edge
- Live firmware updates







#### What does customized data collection mean?

FuelCloud allows users to manage data like never before.



#### **Custom Fields:**

Collect unlimited custom data at the time of fueling. Easily track each vehicle's odometer reading when they fuel, locate a job/PO number on each piece of equipment fueled, and much more. FuelCloud allows the creation and tracking of as many or as few custom fields as desired.

#### **Custom Reporting:**

Move data wherever it is needed.
FuelCloud's reporting tools allow
users to run reports exactly how they
want them, including any custom
fields, and export to a spreadsheet
with the click of a button.

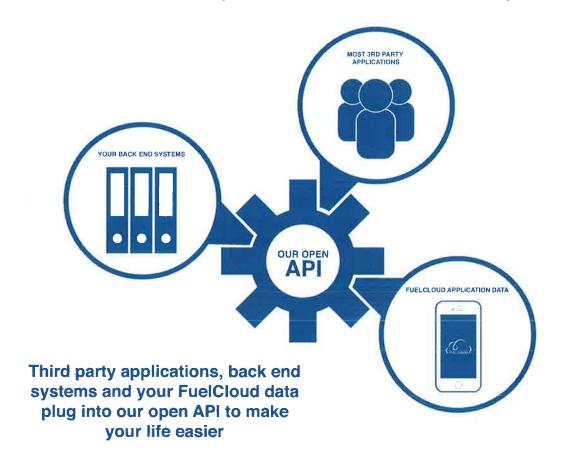




#### Integrations and our Open API

FuelCloud was built from the ground up to work with almost any other kind of system. We are building new integrations daily and allow anyone to connect anything with us at any time. Use FuelCloud to automatically connect with fleet software, back office accounting systems, tank monitoring systems, other fuel management systems, and much more.

#### Learn more at https://fuelcloud.com/microsite/developer





#### Why is there a monthly fee for owning and using FuelCloud?

Technology is constantly evolving and improving, and in order to bring you the best, most robust version of FuelCloud, we are working continuously to enhance our product. By implementing a subscription model, we are able to seamlessly update the system without any effort from our consumers. The subscription model also means that consumers don't have to purchase upgrades every couple of years and install. Everything is kept up to date, all the time!

### What Does Your Monthly Fee Cover

Ŷ	One Tablet Data Plan for Each CloudBox
*	Unlimited Software Updates, 24/7 Support, and Training
\$	Unlimited Fuel Tax Refunds
<del>t</del> t	Unlimited Custom Reports
	Unlimited Drivers, Vehicles, Users, and Transactions
0	Monthly Fee Only Charged per Location

## **FuelCloud vs Competition**

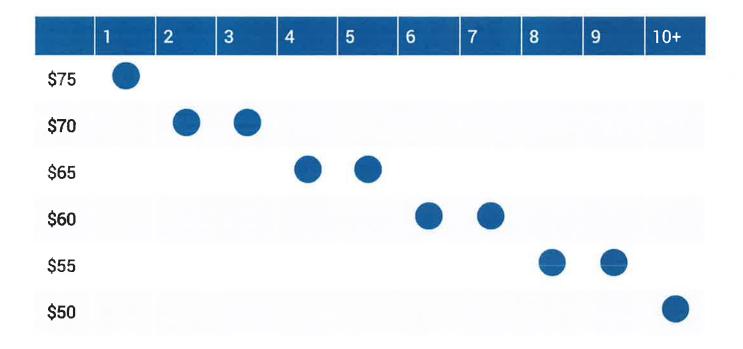
Fu	ıelCloud	Fuel Master	OPW (Phoenix)	Gasboy (Fleet Head)
Cloud-Based	<b>✓</b>	×	×	×
Full Custom Reporting	✓	×	×	×
Fuel Tax Refunds	1	×	×	×
Tank Monitoring	<b>✓</b>	✓	✓	✓
Self Reconciting	✓	✓	✓	×
Automatic Updates	1	×	×	×
Computers per License	Unlimited	1	1	1
Mac, Windows, & Linux	<b>/</b>	×	×	×



#### How is the monthly fee calculated?

FuelCloud's monthly subscription fee is based on the number of CloudBoxes active. CloudLinks are not subject to any monthly fees. There is no contract for using FuelCloud. The service can be suspended and re-activated based on seasonal and customer related needs.

# **Number of Units**





#### How can I calculate my FuelCloud ROI?

#### **SLIPPAGE COSTS**

(INCLUDES THEFT, CROSS-FUELING, FRAUD, & LOST FUEL)

According to the National Association of Fleet Administrators survey, slippage in poorly controlled fueling environments is between 9.8% and 14.5%

Price	Do.	-	U
Price	rer	GO	uon

		\$1.50	\$2.00	\$2.50	\$3.00	\$3.50
	3%	\$0.05	\$0.06	\$0.08	\$0.09	\$0.11
	5%	\$0.08	\$0.10	\$0.13	\$0.15	\$0.18
Rate	10%	\$0.15	\$0.20	\$0.25	\$0.30	\$0.35
	15%	\$0.23	\$0.30	\$0.38	\$0.45	\$0.53

Slippage

SLIPPAGE COST PER GAL X AVERAGE MONTHLY GAL

#### MANAGEMENT & REPORTING COSTS

(INCLUDES FLEET MANAGEMENT TIME & TIME SPENT ON COMPLIANCE & REPORTING)

AVERAGE ACCOUNTANT HOURLY WAGE X HOURS MANAGING & REPORTING

POTENTIAL TAX SAVINGS
(FROM TAXED FUEL GOING INTO EXEMPT VEHICLES)

MONTHLY GALLONS THAT SHOULD BE EXEMPTED X STATE & FED TAX RATE

=

**TOTAL POTENTIAL SAVINGS** 



#### Is FuelCloud beneficial for Government Agencies?

FuelCloud replaces incredibly outdated systems currently in place (average age of a government fuel management system is 8 years old) and almost 25% of agencies are looking to upgrade in the near future to modernize systems. Over 83% of government agencies use a fuel management system and 89% use fleet management software. FuelCloud is not only a better and easier system, but is 80% less expensive than our average competitor.

FUEL MANAGEMENT SYSTEM
MEDIAN INITIAL COST FOR A
GOVERNMENT AGENCY

\$37,500

**VERSUS** 

FUELCLOUD COST (MSRP)

\$2,500

#### **FuelCloud** is the PERFECT FIT for Government

- -Fully integrates with most systems, including fleet management software
- -Collect unlimited custom data from drivers before fueling is authorized
- -Run unlimited custom reports and easily export them to a spreadsheet for analysis
- -Self-reconciling system allows users to account for every gallon used and every delivery
- -FuelCloud assures complete security and alerts to protect users from theft and fuel loss



#### **Fleet**

Starting in December 2017, electronic logging systems will begin to be phased into a majority of American fleets. Many of these systems are tablet-based, meaning tablets in trucks are the next big thing. Why not use a fuel management system that uses the technology that fleets everywhere will already have?



UNIVERSAL INTEGRATION

CUSTOM REPORTS AND DATA COLLECTION

CLOUD-BASED AND REAL-TIME

OPEN API

TAX REFUND TOOLS

TANK MONITORING & SELF-RECONCILING



#### **Small Business**

FuelCloud was designed to give small businesses all the tools of more expensive fuel management systems for a fraction of the cost. We work with the tools your business already uses to save you money, time, and to help grow your business. Track inventory, run unlimited custom reports, and even request tax refunds for off-road use with the click of a button.

**LOW COST** 

**CLOUD-BASED** 



**INTEGRATED** 

**AUTOMATIC** 



20%
FuelCloud is 20% of the cost of a traditional system



Save up to \$0.90 per gallon by not overpaying fuel taxes



Automate and spend 80% less time on reporting



100%
Account for 100% of every gallon of fuel you purchase and use



#### How can I create a demo account? (iOS only)







Enter all 0s for the serial number and any number for the K factor (does not matter in demo mode)





Add all drivers



Your tank is now set up in demo mode. Create a driver and a vehicle and you can begin demo transactions. Remember that demo mode requires you to

be at the location you selected. You can move the address of your tank and location as much as you like.



To start doing transactions, go to the App store and download the FuelCloud app

# **Grand Ronde Petroleum Service, LLC**

6223 W Deschutes Ave Suite 201 Kennewick, WA 99336 Office 509-783-4542 Fax 509-736-6495

Morrow County Road Department 365 W. Hwy 74 Lexington, Oregon 97839 March 23, 2018

WORK SCOPE: Remove existing Petrovend K800, furnish and install new Fuel Cloud system at above location. Quote includes all equipment, labor, electrical, training and permits.

(1) Fuel Cloud System capable of running up to six fueling positions

\$4458.82

(2) Electrical, labor, travel, miles.

\$2520.00

Total

1

\$6978.82

NOTE: There is a \$75.00 monthly fee for the Fuel Cloud web site, this site maintains all card data, transactions, reporting, including reporting to state for taxes

With 24 hour tech Support -

#### **Sandra Pointer**

From:

Brandon Mcgill <mcgill@carsonteam.com>

Sent:

Wednesday, March 28, 2018 8:38 AM

To:

Sandra Pointer

Subject:

Fuel Cloud

Sandra,

Adam-

Below is the pricing for the Fuel Cloud system to go onto your current tanks. If any pulsers need replaced the are \$195 a piece. This is just for the equipment, the electrical and installation would be done via a 3<sup>rd</sup> party installer.

	Fuel Cloud Pricing as of 12/20/2017		
Part Number -	Description	,τ Li	st Pric
FCHCB00011	FuelCloud Site Management System Box for 1 Hose	2500 - \$	2,50
FCHCL0002	FuelCloud Link Box for (5) Additional Hose Positions	2500 - \$	67
	FuelCloud Extreme Temperature Tablet Enclosure 14.		
FCHTE0006	7.1"D	595. \$	59
FCHIPADCASE	iPad Case	49,99\$	4
FCHIPAD	Apple iPad 32GB wifi and cellular plan included	459.99\$	45
	Total	\$	4,27
		11174.08	
	7500 Mos- Fee	90.1110	

#### **Brandon McGill**

Central Oregon & Hood River Outside Sales Professional

Cell: 541-460-1507 CarsonTeam.com



Electrical 53,000000 Adam-5 7,2721,98

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#### **AGENDA ITEM COVER SHEET**

Item #

Morrow County Board of Commissioners (Page 1 of 2)

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

Staff Contact: Anita Pranger		(Ext): 541-676-LOOP(5667)
Department: Public Transportation	Requested Age	enda Date: April 18, 2018
Short Title of Agenda Item: Quarterly repo	ort	
Quartony rope		
	es: (Check all that apply for this	
Order or Resolution	Appointme	
Ordinance/Public Hearing:		Project/Committee
1st Reading 2nd Reading		genda Eligible
Public Comment Anticipated:		
Estimated Time:	Estimated	
Document Recording Require		re-Authorization
Contract/Agreement	Other	
N/A Purchase Pre	-Authorizations, Contracts & Agreements	
Contractor/Entity:	-Authorizations, Contracts & Agreements	
Contractor/Entity Address:		
Effective Dates – From:	Through:	
Total Contract Amount:	Budget Line:	
	Yes No	
Boos the contract amount exceed \$5,000.	163 110	
		and the second s
Reviewed By:		
•		
Anita Pranger April 12, 2018	Department Head	Required for all BOC meetings
DATE		
2	Admin. Officer/BOC Office	Required for all BOC meetings
DATE		
	_County Counsel	*Required for all legal documents
DATE		
:=	Finance Office	*Required for all contracts; other
DATE		items as appropriate.
	Human Resources	*If appropriate

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

\*Allow I week for review (submit to all simultaneously). When each office has notified the submitting

department of approval, then submit the request to the BOC for placement on the agenda,

DATE

# **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 2 of 2)

(Page 2 of 2)		
1. ISSUES, BACKGROUND, DISCUSSION AND OPTION	NS (IF ANY):	
See attached sheet.		
2. FISCAL IMPACT:		
None		
3. SUGGESTED ACTION(S)/MOTION(S):		
None		

The last three months have been very busy. Ridership in January and February was up, but down in March compared to these months a year ago. March 15, 2018 was a Travel Shed meeting in Hermiston. The consultants are in the process of developing the final copy for the Travel Shed Plan. Hopefully this will be completed in the next month or so. In the plan there are several fixed route options that Morrow County could use for future projects. I am sure this plan will be completed in plenty of time so it can be included in the STIF Plan for projects.

ODOT has been compiling rules and regulations for the State Transportation Improvement Fund (STIF) or HB2017. On April 17, 2018 ODOT has a meeting scheduled for a public hearing at ODOT Region 2 Campus 885 Airport Rd SE, Building X pertaining to STIF rules and regulations. On June 22, 2018 the Oregon Transportation Commission (OTC) will be meeting to consider the STIF draft rules. ODOT thinks there will be few issues with the STIF rules at this OTC meeting and are projecting that they will gavel done on them at that time so they will go into effect on July 1, 2018.

It is not known how much money Morrow County will receive from the STIF. I have now received 3 different amounts as to what Morrow County could receive. This last projection that was sent out to all qualifying entities on April 12, 2018 from the State is the most conservative. The reason being is that this is a new tax and they lack data from previous years to be able to predict future revenues and ODOT does not know what level of taxpayer compliance will be at the start of the year.

There have been two meetings at this point of the joint exploration team for a STIF Advisory Committee between Umatilla County, Morrow County and CTUIR. Update on this will be at next week's BOC meeting.

The Loop Morrow County Transportation now has two Handicapped vans, one in North County and one in the South County.

I applied for and received a grant to increase the hours for my part time position to 19 hours per week.

With the implementation of the Travel Shed Plan and the new STIF monies that will be coming to Morrow County I feel that I will be able to continue to grow and expand public transportation services in Morrow County.



## **MORROW COUNTY SHERIFF**

325 Willow View Drive -:- P.O. Box 159 Heppner, OR 97836 Phone: (541)676-5317

Phone: (541)676-5317 Fax: (541)676-5577 Kenneth W. Matlack, Sheriff John A. Bowles, Undersheriff

# MEMORANDUM Morrow County Sheriff's Office

Date:

03-31-2018

To:

**Morrow County Court** 

From:

John A. Bowles, Undersheriff

Re:

3<sup>Rd</sup> Quarter Emergency Management Report

#### Recent activities regarding Morrow County Emergency Management.

- 1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook (weather, accidents, alerts, warnings, traffic, and preparedness).
- 2. Jan 11/ 2018, Boardman School Incident Meeting (2hs)
- 3. Jan 16/2018, Search and Rescue/Recovery (9hrs)
- 4. Jan 17/ 2018, Meeting with Mark Reese with ODOE and Thomas Roberts Umatilla County EM, discuss CGS Exercises coming up on Feb 27/ 2018 and Mar 27/2018. (2hrs)
- 5. Jan 17/ 2018, Meeting with Alaina Mayfield with the Red Cross. (1hr)
- 6. Jan 20/ 2018, Completed IS-240.b Leadership and Influence. (3.5hrs)
- 7. **Jan 21/ 2018,** Completed the EMPG 2<sup>nd</sup> Quarter Reporting. (3hrs)
- 8. Jan 30/ 2018, Natural Hazards Mitigation Plan exercise planning committee meeting (3hrs)
- 9. **Feb 05/ 2018,** Updated Oregon Columbia Generating Station (CGS)/ Hanford Emergency Response Plan. (1hr)
- 10. Feb 06/ 2018, EMPG billing for January 2018, \$1,297.26 (1hr)
- 11. **Feb 08/2018,** Boardman School Incident Meeting (2hrs)
- 12. Feb 27/ 2018, Hanford Columbia Generating Station(CGS) Drill (8hrs)
- 13. Mar 01/ 2018, AlertSense training at MCSO (1hr)

- 14. Mar 04/ 2018, IS-247.a Integrated Public Alert and Warning System training
- 15. Mar 13/ 2018, Directors meeting and training at the Sage Center (3hrs)
- 16. Mar 13/ 2018, Boardman School Incident Meeting (2hrs)
- 17. Mar 13/ 2018, EMPG billing for January 2018, \$1,010.85 (1hr)
- 18. Mar 14/ 2018, Umatilla County Table Top Exercise (6hrs)
- 19. Mar 20/ 2018, Natural Hazards Mitigation Plan meeting (2hrs)
- 20. **Mar 20/ 2018,** Morrow County LEPC meeting (1hr)
- 21. Mar 20/ 2018, Natural Hazards Mitigation Plan exercise meeting (2hrs)
- 22. Mar 20/ 2018, Community Wildfire Protection Plan (CWPP) Plan meeting (1hr)
- 23. Mar 21/ 2018, Motor Vehicle Accident, DOA, Death Investigation
- 24. Mar 27/ 2018, Hanford Columbia Generating Station(CGS) Drill (8hrs)
- 25. Mar 28/ 2018, AlertSense training at MCSO (2hrs)
- 26. Mar 29/ 2018, John Day Dam Law Enforcement Day and tour (6hrs)