

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 25, 2018 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

Amended

1. **Call to Order and Pledge of Allegiance - 9:00 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 not on the agenda.
4. **Consent Calendar**
 - a. Approve Claims: Accounts Payable April 26th
 - b. Minutes: March 28th Regular and Work Session
 - c. Resolution No. R-2018-7, County Assessment Function Funding Assistance Grant Application (Mike Gorman, Assessor/Collector)
 - d. Title V Oregon Center for Children and Youth with Special Health Needs Subaward #101448, Amendment #1 (Sheree Smith, Public Health Director)
 - e. Oregon Health Authority Agreement #154659 Amendment 1, Environmental Health Services (Sheree Smith, Public Health Director)
 - f. Multnomah Education Service District Contract #CO3011 – Medicaid Administrative Claiming (Sheree Smith, Public Health Director)
 - g. **Purchase Pre-Authorization Request – Helion Software Inc.**
5. **Business Items**
 - a. Discussion regarding joint transportation efforts with Umatilla County (Anita Pranger, Coordinator, The Loop)
 - b. Purchase and Sale Agreement – Parks Cabins from South Morrow Enterprises, L.L.C. (Matt Scrivner, Public Works Director)
 - c. ~~Resolution No. R-2018-8 Budget Resolution to purchase cabins at County Parks (Kate Knop, Finance Director)~~
 - d. ~~Travel policy discussion (Darrell Green, Administrator)~~
 - e. Request to change work hours for a staff member (Judge Ann Spicer)
 - f. Award bid for Lexington Yard foundation work; sign contract (Matt Scrivner, Public Works Director)
6. **Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner, Public Works Director)
 - b. Public Health Quarterly Report (Sheree Smith, Public Health Director)
 - c. Clerk’s Quarterly Report (Bobbi Childers, Clerk)
 - d. Human Resources Quarterly Report (Karen Wolff, Human Resources Director)
 - e. Surveyor Quarterly Report (Stephen Haddock, Surveyor)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

11. Executive Session: Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

12. Adjournment

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

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

Board of Commissioners Meeting Minutes
March 28, 2018
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Darrell Green, Administrator

Karen Wolff, Human Resources Director

Justin Nelson, County Counsel

Kate Knop, Finance Director

Roberta Lutchter, Executive Assistant

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

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

Commissioner Doherty requested to move the Oregon Health Authority Agreement #154659 Amendment 1 to Business Items.

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

1. *Accounts Payable dated March 29th in the amount of \$216,041.45*
2. *Minutes of March 21st*
3. *Rabiner Resources Professional Services Agreement in the amount of \$5,500 for Leadership Training for Department Directors on May 8th*
4. *Borrowed Vehicle Agreement with Schetky Northwest Sales, Inc. to temporarily provide a bus for The Loop, free of charge until they build the correct bus that was ordered*
5. *Park Host Contracts: Bill Malone, Anson Wright Park, \$35 per day; Sandra McDonald, Cutsforth Park, \$45 per day; Mike Todd, OHV Park, \$60 per day; Terry Todd, OHV Park, \$35 per day (Assistant to Park Host)*
6. *Appointments to the Morrow County Parks Committee:*
 - *Kim Cutsforth representing Willow Creek Park District, term to be March 28, 2018 – March 31, 2019*
 - *Dean Robinson representing Park User Group (Equestrian), term to be March 28, 2018 – March 31, 2019*
 - *Thomas Wolff representing Park User Group (Hunting/Camping), term to be March 28, 2018 – March 31, 2019*
 - *Sheryll Bates representing Park User Group (Hiking/Biking), term to be March 28, 2018 – March 31, 2020*
 - *Jennifer Croft representing Umatilla National Forest Service, term to be March 28, 2018 – March 31, 2020*
 - *Glenn Maret representing Irrigon Park District, term to be March 28, 2018 – March 31, 2020*

- *Greg Close representing Morrow County Public Works Department, term to be March 28, 2018 – March 31, 2021*
- *Mike Gorman representing Park User Group (Motorized Recreation), term to be March 28, 2018 – March 31, 2021*
- *Scott Green representing Boardman Park District, term to be March 28, 2018 – March 31, 2021*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Surveyor Compensation

Darrell Green, Administrator

Mr. Green reported Surveyor Stephen Haddock is in agreement with last week's decision by the Board to classify him as an independent contractor. Mr. Green said he will work with County Counsel to draft the contract.

Fiscal Year 2018/2019 Staffing Requests by Department

The Loop – Morrow County Transportation

Mr. Green presented the request on behalf of Coordinator Anita Pranger, who was unable to attend the meeting. The request is to increase the hours of the part-time Dispatcher position to 19 hours per week. The position is, and will continue to be, grant-funded. The part-time Dispatcher currently works occasionally when Ms. Pranger is out of the office for more than a day at a time. However, Ms. Pranger anticipates greater need for Dispatcher hours if the program is expected to continue to grow. Discussion.

Commissioner Lindsay moved to approve forwarding The Loop's request to the Budget Committee, that being to increase the Dispatcher position to 19 hours per week and noting it is a grant-funded position. Commissioner Doherty seconded. Unanimous approval.

Commissioner Lindsay requested that staffing requests for Fiscal Year 2019/2020 be to the Board for consideration in October 2018.

Planning Department

Carla McLane, Planning Director

Ms. McLane requested to increase the hours of the Office Assistant position from 19 hours per week to 40. She said there are tasks unable to be accomplished because of the part-time nature of the job and workload continues to increase in the Planning Department. Chair Russell said the Planning Department already faces space problems and asked if it would be better to wait until the new facility is built. Commissioner Lindsay said she was concerned the Administrator has not had enough time with the County to analyze overall office efficiencies and questioned the need for economic development outreach with three full-time Commissioners. She asked Mr. Green if another year would give him time to have an opinion on the request. He said it would, but economic development is happening and the Planning Department needs someone to process what's happening. Discussion.

Commissioner Lindsay moved to deny for future consideration in the next budget cycle, the request to increase hours for the Planning Department Office Assistant position, adding more detail was needed. Commissioner Doherty seconded. Discussion: Mr. Green commented the current structure of bringing forward staffing requests one time per year presents some challenges because situations can change dramatically in departments throughout the year. He asked if requests could be presented twice a year, or would Oregon Budget Law preclude that. Finance Director Kate Knop said it is more efficient to do requests annually, and the Board has been open to listening to other staffing requests throughout the year, as needed. Commissioner Doherty said he views the budget as a living document and would have no challenge if Ms. McLane presented the request in the future if workload builds and grows in Planning. Or, he continued, please inform the Board if workload decreases so folks can be let go, since the Board needs to be consistent. Commissioner Lindsay added the Board needs to see a “big picture” analysis. The question was called. Ms. McLane said she would have no opportunity to come back to the Board based on this motion. Commissioner Lindsay amended her motion to say she moved to deny the request. Commissioner Doherty seconded. Vote – Aye: Chair Russell, Commissioner Lindsay. Nay: Commissioner Doherty. Motion carried.

Chair Russell suggested Ms. McLane continue as-is until the new facility is ready. Commissioner Lindsay said the request needed more detail. Ms. McLane asked what was missing in the request because she provided a lot of detail. Chair Russell said that would be a good discussion for a Department Directors meeting.

Finance Department

Kate Knop, Finance Director

Ms. Knop requested approval of a full-time Staff Accountant in the Finance Department to assist with:

- Monitoring revenues/expenditures
- Accounting services and reporting of grants, contracts and agreements to ensure compliance
- Establishing and maintaining sound internal control procedures

Discussion.

Commissioner Doherty moved to forward the Staff Accountant position to the Budget Committee. Commissioner Lindsay seconded. Unanimous approval.

District Attorney Office

Justin Nelson, District Attorney/County Counsel

Mr. Nelson discussed the need for a Detective/Investigator in the office of the District Attorney. During discussion, it was asked if this position and the Criminal Deputy position being requested by the Sheriff's Office could be combined. Both Sheriff Ken Matlack and Mr. Nelson discussed the reasons they would not be in favor of that proposal.

Mr. Nelson then discussed his request to make the Victim Assistant (VA) fully funded by the General Fund instead of grant and General Funds for salary and benefits. Currently, \$48,000 from the General Fund support the position; Mr. Nelson is requesting an additional \$40,000. He said the VA spends a great deal of time on grant reporting and is six months behind. If the grant funds were changed to support specific projects instead of salary, he said, the same reporting would not be necessary. Discussion. Commissioner Doherty said he sees some challenge with the request since he's "harped" on the idea that the County will not make up for lost grant funding. Commissioner Lindsay cautioned this could set a precedent. Commissioner Doherty later said this will be a "huge sell" for Mr. Nelson at Budget Hearings where the option to not fund it still exists.

Commissioner Doherty moved to forward the Victim Assistant request as one FTE (Full-Time Equivalent) to the Budget Committee where it will be reviewed again, and directed Mr. Nelson to provide additional information on how the grant funding would work. Chair Russell seconded. Discussion. Commissioner Lindsay said the Board needs to remember grant-funded positions are to remain grant-funded and this changes that philosophy. Ms. Knop clarified the full FTE amount will be transferred out of the General Fund to support Victim/Witness Personnel Services, and if approved at Budget Hearings, the already approved 2018/2019 grant from the State for the Victim Assistant will have to be amended. The Board agreed. Vote – Aye: Chair Russell, Commissioner Doherty. Nay: Commissioner Lindsay. Motion carried.

Commissioner Doherty moved to not forward the District Attorney Detective/Investigator to the Budget Committee at this time. Commissioner Lindsay seconded. Unanimous approval.

Break: 10:52 a.m. **Resumed:** 11:02 a.m.

Sheriff's Office

Sheriff Ken Matlack

Undersheriff John Bowles

Undersheriff Bowles began by talking about the request for two new Patrol Deputies. The discussion turned to the Sheriff's Office ability to provide coverage 24 hours a day, seven days a week (24/7). Various discussions ensued.

Commissioner Doherty moved to forward the request for two new Patrol Deputies to the Budget Committee. Commissioner Lindsay seconded. Unanimous approval.

Undersheriff Bowles presented the request for a Criminal Deputy position. Discussion.

Commissioner Doherty moved to not forward the request for a Criminal Deputy position to the Budget Committee. Commissioner Lindsay seconded. Discussion. Chair Russell said he was concerned about approving any FTE requests with the overall budget picture being unknown, and also not knowing whether the County can afford the FTEs going forward. Commissioners Lindsay and Doherty said they wouldn't have voted to approve the Patrol Deputy positions if

24/7 coverage was also dependent on the Criminal Deputy position. Commissioner Lindsay requested a break.

Break: 11:56 a.m. **Resumed:** 12:04 p.m.

Discussion continued. Vote – Unanimous approval.

Commissioner Lindsay moved to rescind the earlier motion to forward the two Patrol Deputy positions to the Budget Committee for lack of understanding of the Sheriff's Office presentation. Commissioner Doherty seconded. Unanimous approval.

Commissioner Lindsay moved to forward one Patrol Deputy position and one Criminal Deputy position to the Budget Committee. Commissioner Doherty seconded, adding with the understanding it does not get the County to consistent 24/7 coverage. Undersheriff Bowles said there would be day-to-day 24 hour coverage, but if someone is on leave or has Court or transport duty, there might not be 24 hour coverage for those days. Vote – Aye: Chair Russell, Commissioner Lindsay. Nay: Commissioner Doherty. Motion carried.

Oregon Health authority Agreement #154659 Amendment 1, Environmental Health Services
Tabled until next week in order to return with answers to questions.

Department Reports

Sheriff's Office Monthly Report

Undersheriff Bowles reviewed the report during the Sheriff's Office Staffing Requests portion of the meeting.

Road Department Monthly Report

Matt Scrivner, Public Works Director

Eric Imes, Assistant Road Master

Mr. Imes reviewed his report of activity for March 2018.

Correspondence

- Letter from Slater Turner, Acting Forest Supervisor, Umatilla National Forest, updating the Board as to District Ranger position changes in the Heppner Ranger District and North Fork John Day District.

Commissioner Reports

- Postponed

Recessed to Work Session: 12:23 p.m.

(See separate Work Session Minutes)

Commissioner Doherty moved to continue the BOC Meeting until 9:00 a.m., Thursday, March 29th, same location. Commissioner Lindsay seconded. Unanimous approval.

Adjourned Work Session and recessed Board of Commissioners Meeting: 3:55 p.m.

**Morrow County Board of Commissioners
Work Session Minutes
March 28, 2018
Bartholomew Building, Upper Conference Room
Heppner, Oregon**

Present

Chair Don Russell
Commissioner Jim Doherty
Commissioner Melissa Lindsay
Darrell Green, Administrator
Justin Nelson, County Counsel
Roberta Lutcher, Executive Assistant

Call to Order: 12:23 p.m.

Discussion regarding the possible purchase of OHV cabins from South Morrow Enterprises, L.L.C.

Matt Scrivner, Public Works Director
Greg Close, Parks General Manager

Mr. Scrivner and Mr. Close reviewed efforts by staff to evaluate the practicality, or not, in pursuing the purchase of 10 cabins at the OHV Park owned by South Morrow Enterprises, L.L.C. After discussion, the Board asked staff to look into how such a transaction could take place, and it was decided to discuss it further in Executive Session next week.

Lunch break

Resumed: 1:30 p.m.

Review Crow Engineering's Irrigon Facility Plans by Department

Judge Ann Spicer
Sheriff Ken Matlack
Undersheriff John Bowles

Time was taken by Judge Spicer and the Sheriff's Office representatives to review Crow's initial plans in detail. They each suggested multiple changes to the plans. The Sheriff's Office suggestions mostly had to do with improved security and not needing a covered garage, while Judge Spicer's involved trimming and/or repositioning some areas and offering to share other areas.

Adjourned: 3:00 p.m.



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

(For BOC Use)
Item #
4c

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

Staff Contact: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item: CAFFA Grant Resolution
(No acronyms please)

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 4/25/18

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Mike Gorman Department Head Required for all BOC meetings
[Signature] 4/23/18 Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 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.

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):

Resolution committing budget for Assessment & Tax for CAFFA Grant.

2. FISCAL IMPACT:

The CAFFA Grant contributes over \$100,000 to the Assessment & Tax budget annually.

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

Approve and sign resolution.

Attach additional background documentation as needed.

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

IN THE MATTER OF ASSESSMENT)
AND TAXATION GRANT BETWEEN)
MORROW COUNTY AND OREGON) RESOLUTION NO. R-2018-7
DEPARTMENT OF REVENUE)

WHEREAS, Morrow County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant; and

WHEREAS, this state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation; and

WHEREAS, Morrow County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system and is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation;

**THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS
FOLLOWS:**

Morrow County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$872,594.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

Morrow County designates Michael Gorman as the county contact person for this grant application.

This Resolution shall be effective immediately.

Dated this 25th day of April, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner/ Vice Chair

Melissa Lindsay, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel



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PLEASE NOTE: This application will time out after 15 minutes of inactivity.

1. Application Staffing Form	2. Explanation of Staffing Issues	3. General Comments	4. Valuation Appraisal Resources	5. Tax Collection/Distribution Work Activity
6. Deeds and Cartography	7. Summary of Expenses	8. Application Resolution	9. Racial and Ethnic Impact Statement	Attachments

Form 1 **2018-2019**
Grant Application Staffing

	Column 1 Approved FTE current year (2017-2018)	Column 2 Budgeted FTE coming year (2018-2019)	Column 3 Change (Column 2 less Column 1)
A. Assessment administration			
Assessor, deputy, etc.	1.00	1.00	0.00
Assmt. support staff, deed clerks and data entry staff	1.20	1.20	0.00
Total assessment administration staff	2.20	2.20	0.00
B. Valuation			
Chief appraisers/appraiser supervisor	0.00	0.00	0.00
Lead appraisers	1.00	1.00	0.00
Residential appraisers	1.50	1.50	0.00
Commercial/industrial appraisers	0.20	0.20	0.00
Farm/forest/rural appraisers	0.20	0.20	0.00
Manufactured structure/floating structure appraisers	0.00	0.00	0.00
Personal property appraisers	0.00	0.00	0.00
Personal property clerks	0.10	0.10	0.00
Sales data analyst	1.00	1.00	0.00
Data gatherers and appraisal techs	0.00	0.00	0.00
Total valuation and appraisal staff	4.00	4.00	0.00
C. Board of Property Tax Appeals (BoPTA)			
	0.02	0.02	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.	0.40	0.40	0.00
Support and collection	0.40	0.40	0.00
Tax distribution	0.30	0.30	0.00
Foreclosure and garnishment	0.00	0.00	0.00
Total tax collection and distribution	1.10	1.10	0.00
E. Cartography and GIS administration			
Cartographic/GIS supervisor	0.00	0.00	0.00
Lead cartographers	0.00	0.00	0.00
Cartographers	0.00	0.00	0.00
GIS specialists	0.00	0.00	0.00
Total cartographic and GIS staff	0.00	0.00	0.00
F. Dedicated IT services for A&T			
	0.00	0.00	0.00
G. Total assessment and taxation staffing			
	7.32	7.32	0.00

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

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Form 2
Explanation of Staffing Issues

2018-2019

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

There is no change in staffing. Tax Collection is combined with Assessment.

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

Oregon Department of Revenue 955 Center Street NE, Salem, Oregon 97301-2555
Email: questions.dor@oregon.gov | Phone: (503) 378-4988

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**Form 3
General Comments**

2018-2019

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, cost for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

There are no budget issues that need further clarification.

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

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Form 4 Valuation and Appraisal Resources

2018-2019

	Number of accounts by activity		Number of FTE by activity	
	Actual (2017-2018)	Estimated (2018-2019)	Actual (2017-2018)	Estimated (2018-2019)
1. Real property exceptions, special assessments and exemptions				
New construction	450	450	0.40	0.40
Zone changes	1	1	0.10	0.10
Subdivisions, segregation, and consolidations	90	100	0.20	0.20
Omitted properties	10	10	0.05	0.05
Special assessment qualification and disqualifications	9	15	0.15	0.15
Exemptions	15	20	0.05	0.05
Subtotal	575	596	0.95	0.95
2. Appeals and assessor review				
Assessor review and stipulations	17	20	0.05	0.05
BOPTA	0	4	0.05	0.05
Department of Revenue	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court	0	1	0.00	0.05
Regular Division of the Oregon Tax Court	0	0	0.00	0.00
Subtotal	17	25	0.10	0.15
3. Real property valuation				
Physical reappraisal	500	1,100	0.55	0.75
Recalculation only - no appraisal review	8,800	8,200	0.40	0.25
Subtotal	9,300	9,300	0.95	1.00
4. Business personal property (returns mailed)	375	375	0.35	0.30
5. Ratio			0.20	0.20
6. Continuing education			0.45	0.40
7. Other valuation - appraisal activity			1.00	1.00
8. Total valuation and appraisal staff (FTE)			4.00	4.00

I confirm the information contained on this form is complete and accurate to the best of my knowledge.



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|------------------------------|-----------------------------------|---------------------------|---------------------------------------|--|
| 1. Application Staffing Form | 2. Explanation of Staffing Issues | 3. General Comments | 4. Valuation Appraisal Resources | 5. Tax Collection/Distribution Work Activity |
| 6. Deeds and Cartography | 7. Summary of Expenses | 8. Application Resolution | 9. Racial and Ethnic Impact Statement | Attachments |

**Form 5
Tax Collection and Distribution
Work Activity**

2018-2019

	Actual (2017-2018)	Estimated (2018-2019)
1. Number of accounts requiring roll corrections		
Business personal property	3	5
Personal property manufactured structures	4	4
Real property	12	15
2. Number of accounts requiring a refund		
Business personal property	2	2
Personal property manufactured structures	2	2
Real property	40	40
3. Number of delinquent tax notices sent		
Business personal property	25	25
Personal property manufactured structures	140	135
Real property	630	625
4. Number of foreclosure accounts processed		
Real property only	3	3
5. Number of accounts issued redemption notices		
Real property only	3	3
6. Number of warrants	90	90
7. Number of garnishments	0	0
8. Number of seizures	0	0
9. Number of bankruptcies	4	5
10. Number of accounts with an address change processed	1,905	1,975
11. How many second trimester statements do you mail?		1,515
12. How many third trimester statements do you mail?		1,517
13. Does the county contract for lock box service?		Yes <input type="radio"/> No <input checked="" type="radio"/>
14. Does the county use in-house remittance processing?		Yes <input checked="" type="radio"/> No <input type="radio"/>
15. Is tax collecting combined with another county function? If yes, describe that function on Form 2.		Yes <input checked="" type="radio"/> No <input type="radio"/>

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

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Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2018-2019

Assessment and administrative
support work activity

Numbers by activity

	Actual (2017-2018)	Estimated (2018-2019)
1. Number of deeds worked	400	500

Cartography work activity

Numbers by activity

	Actual (2017-2018)	Estimated (2018-2019)
1. Number of new tax lots	25	50
2. Number of lot line adjustments	5	5
3. Number of consolidations	5	5
4. Number of new maps	0	1
5. Number of tax code boundary changes	1	1

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

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PLEASE NOTE: This application will time out after 15 minutes of inactivity.

1. Application Staffing Form	2. Explanation of Staffing Issues	3. General Comments	4. Valuation Appraisal Resources	5. Tax Collection/Distribution Work Activity
6. Deeds and Cartography	7. Summary of Expenses	8. Application Resolution	9. Racial and Ethnic Impact Statement	Attachments

Form 7 Summary of Expenses

2018-2019

Current operating expenses	A. Assessment Administration	B. Valuation	C. Board of Property Tax Appeals (BoPTA)	D. Tax collection and distribution administration	E. Cartography and GIS administration	F. Dedicated IT services for A&T	Totals
1. Personnel services	167,122	350,853	2,031	117,108	0	20,700	657,814
2. Materials and services	40,550	47,650	1,450	56,578	18,000	1,700	165,928
3. Transportation	1,800	5,000	0	500	0	0	7,300
4. Total current operating expenses	209,472	403,503	3,481	174,186	18,000	22,400	831,042

* Include approved grant funding for ORMAP

5. Total direct expenses (line 4)	831,042
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	41,552
6A. If you use a percentage amount approved by a federal agency to calculate your indirect expenses, enter that percentage in this box	0.00000
Total indirect expenses (line 6A multiplied by the direct expenses amount for the category or categories that your certificate allows)	0
7. Total Indirect Expenses	41,552

Capital outlay	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation	0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7)							872,594
10. Direct and indirect expenses multiplied by 0.06							52,356
11. The greater of line 10 or \$50,000							52,356
12. Capital outlay (the lesser of line 8 or line 11)							0
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)							872,594

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

Oregon Department of Revenue 955 Center Street NE, Salem, Oregon 97301-2555 Email: questions.dor@oregon.gov | Phone: (503) 378-4988

Department of Revenue Accessibility Privacy Policy Return & Refund Policy

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Edit

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**Form 8
Grant Application Resolution**

2018-2019

MORROW County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

MORROW County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

MORROW County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$872,594. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

The County designates the following individual as the contact for this grant application.

<input type="text" value="MICHAEL GORMAN"/>	<input type="text" value="mgorman@co.morrow.or.us"/>	<input type="text" value="(541) 676-5607"/>	<input type="text"/>
Name	Email	Phone	Extension

County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

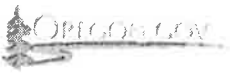
<input type="text" value="DON RUSSELL"/>	<input type="text" value="MORROW COUNTY COMMISSION CHAIR"/>	<input type="text" value="25-Apr-2018"/>	<input type="text"/>
Chair/Judge or Appointee	Title	Sign Date	

I confirm the information contained on this form is complete and accurate to the best of my knowledge.

Oregon Department of Revenue 955 Center Street NE, Salem, Oregon 97301-2555
Email: questions.dor@oregon.gov | Phone: (503) 378-4988

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Racial and Ethnic Impact Statement

2018-2019

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this day of , , the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Name



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

(For BOC Use)
Item #
4d

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

Staff Contact: Sheree Smith Phone Number (Ext): 5212
Department: Health Requested Agenda Date: April 25, 2018
Short Title of Agenda Item: Title V Oregon Center for Children and Youth with Special Health Needs
(OCCYSHN) Subaward 1010448 Amendment #1

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health & Science University
Contractor/Entity Address: Email:spasub@ohsu.edu
Effective Dates - From: 10/01/17 Through: 09/30/18
Total Contract Amount: \$8,063 Budget Line: 101-114-3-40-4681
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Sheree Smith 04/06/18 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
J. Nelson email 4-23-18 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 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.

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):

The Oregon Center for Children and Youth with Special Health Needs Title V Subaward is for the provision of home visiting services to children with disabilities ages 0 to 21 yrs, and is funded through Oregon Health & Science University.

This is a program we have been providing for over 25 years and the focus has changed a little with a greater emphasis on transitioning children as they near adulthood through a process called SPOC (Shared Plan of Care) involving various partners ie school, therapist, parents, healthcare providers etc. The timeframe of the award is for one year from 10/01/17 to 09/30/18. There was a delay in receipt of the agreement which was not sent until 3/16/18 which was further delayed as I lost track of the document.

The Subaward is straight forward in the amount provided for in home services and follow-up of children with special needs and the document requires one signature for approval.

2. FISCAL IMPACT:

A part time Nurse is already employed to provide the home visiting services for this program, so there is no impact on FTE. We will continue to receive the previous award amount and the Nurse is also able to bill OHP for Case Management services.

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

Review and approval by the BOC once reviewed by County Counsel and signature of the Subaward agreement is required.

Attach additional background documentation as needed.

Justin,

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) Title V Subaward is for the provision of home visiting services to children with disabilities ages 0 to 21 yrs and is funded through Oregon Health & Science University.

This is a program we have been providing for over 25 years and the focus has changed a little with a greater emphasis on transitioning children as they near adulthood through a process called SPOC (Shared Plan of Care) involving various partners ie school, therapist, parents, healthcare providers etc. The timeframe of the award is for one year from 10/01/17 to 09/30/18. There was a delay in receipt of the agreement which was not sent until 3/16/18 which was further delayed as I lost track of the document.

The Subaward is straight forward in the amount provided for in home services and follow-up of children with special needs and the document requires one signature for approval. I am afraid that with the Budget Committee meetings the week of April 17th to the 19th, the agreement may not be able to be presented until the week of April 25th.

Please review and once approved, present to the BOC for approval and signature.

*Thank You,
Sheree Smith RN*

Public Health Director
Morrow County Health Dept.

From: Jen Michaud [<mailto:michauj@ohsu.edu>]
Sent: Friday, March 16, 2018 10:08 AM
To: Sheree Smith <ssmith@co.morrow.or.us>
Cc: SAT Pre Award <SATPreAward@ohsu.edu>; Ben Hoffman <hoffmanb@ohsu.edu>
Subject: Amendment 1 to Subaward 1010448_MORROW_LHD

Sheree,

Please review the attached Amendment 1 to Subaward 1010448_MORROW_LHD, have signed by an authorized official, and return a PDF to me for execution.

Let me know if you have questions.

Best,
Jen

Jen Michaud, Subout Grants & Contracts Administrator
Office of Proposal & Award Management
Oregon Health & Science University
3181 SW Sam Jackson Park Road, L106OPAM
Portland, OR 97239-3098
503.494.2379
michauj@ohsu.edu

**Oregon Center for Children and Youth with Special Health Needs
Title V CYSHCN**

Attachment A – Scope of Work

Part I - Introduction

Mission:

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development, and well-being of all of Oregon’s children and youth with special health care needs.

Vision:

All of Oregon’s children and youth with special health care needs are supported by a system of care that is family-centered, community-based, coordinated, accessible, comprehensive, continuous, and culturally competent.

2015-2020 Oregon Title V CYSHCN - National and State Priorities:

- Medical Home
- Health Care Transition (Transition to Adult Health Care)
- Culturally and Linguistically Appropriate Services (CLAS)

Population of Focus – children and youth with special health care needs (CYSHCN):

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”

Contract Goals:

- Increase capacity of the workforce to support OCCYSHN’s mission and vision.
- Contribute to Oregon meeting the Title V CYSHCN national and state priority measures.

Part II - CaCoon – Scope of Work

Up to 30 percent of county's contracted funds must be directed toward the CaCoon program.

Please see Attachment D for breakdown of activities and payments for your local health department (LHD).

Contract Goals:

- Increase families' knowledge, skills, and confidence in caring for children and youth with special health care needs (CYSHCN) through CaCoon home visiting.
- CaCoon focuses on community-based care coordination. Services are provided by LHD-employed registered nurses, and delivered primarily through home visiting.

CaCoon Program Eligibility

- **Age Eligibility:** CaCoon serves children and youth ages birth to 21st birthday.
- **Diagnostic eligibility:** The "B Codes" of the Oregon Child Health Information Data System (ORCHIDS) outline diagnostic eligibility or Targeted Case Management (TCM) diagnostic/condition eligibility as outlined in OAR 410-138-004.
- **Financial Eligibility:** CaCoon is open to all children regardless of insurance status or family income.

Subcontractor Responsibilities (CaCoon Standards):

1. The Subcontractor establishes and maintains a triage system for home visiting that prioritizes the most vulnerable children and youth with special health care needs for CaCoon services.
2. When the subcontractor is unable to provide home visiting services for a child who has been referred, the Subcontractor will, at a minimum...
 - i. Notify the referring entity that Subcontractor is unable to provide services and provide rationale AND
 - ii. Refer the child/family to...
 - primary care (specifically a Patient-Centered Primary Care Home, when available).
 - appropriate educational services
 - a family-support program (such as the Oregon Family to Family Health Information Center).
3. The Subcontractor assures timely contact with CaCoon home-visiting referrals. At a minimum, initial outreach is implemented within ten (10) business days of receiving referral. Initial outreach may be by telephone or other means.
4. All nurses serving CaCoon clients collaborate with the child's health care team to assure that the following assessments are completed for each child/family on the CaCoon caseload:
 - Assessment of child/family's strengths, needs, and goals.

- Assessment of child/family's health-related learning needs.
 - Assessment of child's functional status and limitations, including ability to attend school and school activities.
 - Early and continuous screening for special health care needs including physical, developmental, mental health, and oral health assessments as recommended by the American Academy of Pediatrics.¹
 - Assessment of access to child's health care team members as well as social supports.²
 - Assessment of access to supportive medical and/or adaptive equipment and supplies, *e.g.*, suction machine, wheelchair, medications, formula, feeding tube.
 - Assessment of family financial burden related to care of child with special health care needs.
 - Assessment of housing and environmental safety.
 - Assessment of emergency preparedness.
 - Assessment of preparedness for youth transition to adult health care, work, and independence, if appropriate to age.
 - Assessment of child/family satisfaction regarding services they receive.
5. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
- Is based in, and responsive to accurate and appropriate assessments (see number 4 above).
 - Includes goals, progress notes, and a plan for discharge from CaCoon services.
 - Demonstrates evidence of nursing support to increase child/family engagement with primary care; specifically, a Patient-Centered Primary Care Home when available.
 - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
 - Timely and appropriate referral to needed services.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Promotion of a shared and actionable plan of care that speaks to the continuum of child/family experience with health care and related systems.
 - Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
 - Demonstrates evidence of child/family-centeredness, including:

- Strategies to increase the child/family's capacity to obtain, process, and understand health information to make informed decisions about health care
 - Evidence of child/family partnership in developing the plan of care
 - Evidence of interventions that increase the child/family's capacity to implement the plan of care, *e.g.* caregiver support, teaching, and provision of anticipatory guidance.
 - Cultural and linguistic appropriateness.
- Provides for nurse visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
 - Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances, but no less frequently than every six (6) months.
6. Encounter data for every CaCoon visit is entered into the Oregon Health Authority's information management system (either the ORCHIDS database or "Tracking Home-visiting Effectiveness in Oregon" - THEO when it is brought online).
 7. Each CaCoon nurse and supervisor actively participates in educational opportunities that support continuous improvement of his/her CaCoon practice. At a minimum, when beginning his/her CaCoon practice, each CaCoon nurse completes the "Introduction to CaCoon" posted on the OCCYSHN website.
 8. The subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as CaCoon Lead as key point of contact with the OCCYSHN staff. The CaCoon Lead will submit the Annual CaCoon Accountability Report which is due to OCCYSHN by September 1, 2018.

¹American Academy of Pediatrics "Bright Futures" - Recommendations for Preventive Pediatric Health Care - Periodicity Schedule. <https://www.aap.org/en-us/professional-resources/practice-support/Pages/PeriodicitySchedule.aspx>

² In addition to the primary care provider and the family, the broader health care team for CYSHCN might include:

- ✓ Child care and/or respite care
- ✓ Children's Intensive In-home Services
- ✓ Community-based family support organizations
- ✓ Community Developmental Disabilities (DD) Programs (CDDP)
- ✓ Dentist/Orthodontist
- ✓ Department of Human Services – Child welfare
- ✓ Durable medical equipment agency
- ✓ Early Intervention/ Early Childhood Special Education (EI/ECSE)
- ✓ Emergency medical services
- ✓ Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)
- ✓ Oregon Family to Family Health Information Center (OR F2F HIC)
- ✓ Housing supports
- ✓ Medical specialists
- ✓ Mental health services
- ✓ Occupational therapy

- ✓ Pharmacy
- ✓ Physical therapy
- ✓ School systems, including special education
- ✓ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- ✓ Speech therapy
- ✓ Supplemental Security Income (SSI)
- ✓ Transportation supports

Part III - Shared Plans of Care (SPOC) – Scope of Work

At least 70 percent of county's contracted funds must be directed toward the development and implementation of Shared Plans of Care (SPOC). Please see Attachment D for breakdown of activities and payments for your LHD.

Contract Goals:

- Increase effective and efficient use of the health care system, with focus on the National and State Priority Measures, through development and implementation of Shared Plans of Care (SPOC) for selected CYSHCN.
- Enhance communication and accountability between families of referred children and youth with special health care needs (CYSHCN) and their key providers and service system representatives.

Subcontractor Responsibilities:

1. The Subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as SPOC Lead as key point of contact with the OCCYSHN staff.
2. Convene SPOC meetings and communicate with SPOC team members as needed to ensure effective meetings and ongoing care coordination.
3. Engage partner agencies, at the system level, as needed to support the work.
4. The content described in the OCCYSHN-provided SPOC Template, as supported by the SPOC Handbook, is required. (Note that fidelity to formatting of the SPOC Template is not a requirement). (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)
5. The SPOC Team will jointly develop SPOCs in real time. Virtual attendance at meetings may be allowable if all legal and access conditions are met.
6. Include, at a minimum, representatives from the following sectors:
 - i. family member or youth,
 - ii. Medical Home primary care provider or designee,
 - iii. appropriate education system representative,
 - iv. mental/behavioral health provider (if applicable),
 - v. public health professional, and
 - vi. payor.

7. Ensure fidelity to the SPOC process as described in the SPOC Handbook (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)

8. Conduct the total number of required SPOC (numbers vary per LHD). Please see Attachment D for a breakdown of your LHD's activities and payments.
 - 60% of required SPOC are 6-month re-evaluations. Re-evaluations should follow the SPOC process.
 - 40% of required SPOC must be for newly-identified CYSHCN (i.e. initiation of a SPOC for a client who does not have one).
 - Approximately 20% of total SPOC must address **transition** to adult health care for a child 12 years up to their 21st birthday. Please see Attachment D for breakdown of activities.
 - At least 40% of total SPOC must address the needs of a child with a **complex** condition. Please see Attachment D for breakdown of activities and Attachment E for Memorandum with Definition of Complex for SPOC.
 - The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both the transition requirements AND the complex requirements.

9. Ensure:
 - all appropriate releases of information are signed;
 - participation in monthly OCCYSHN-facilitated technical assistance webinars; and
 - participation in annual SPOC Regional Meetings facilitated by OCCYSHN.

10. Participate in evaluation activities required by OCCYSHN:
 - submit SPOC Information Forms for each SPOC initiated or re-evaluated;
 - offer Study Interest Form to every family and return all completed forms to OCCYSHN;
 - complete a Mid-year Report via REDCap; and
 - complete a Year-end Report via REDCap or email.

Attachment B

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

Babies First and CaCoon Risk Factors (A Codes and B Codes)

Babies First! (Birth through 4 years of age)	CaCoon (Birth through 20 years of age)
<p style="text-align: center;">Medical Risk Factors</p> <p>A1. Drug exposed infant (See A29) A2. Infant HIV positive A3. Maternal PKU or HIV positive A4. Intracranial hemorrhage (excludes Very High Risk Factor B16) A5. Seizures (excludes VHR Factor B18) or maternal history of seizures A6. Perinatal asphyxia A7. Small for gestational age A8. Very low birth weight (1500 grams or less) A9. Mechanical ventilation for 72 hours or more prior to discharge A10. Neonatal hyperbilirubinemia A11. Congenital infection (TORCH) A12. Central nervous system infection (e.g., meningitis) A13. Head trauma or near drowning: monitoring change A14. Failure to grow A16. Suspect vision impairment: monitoring change A18. Family history of childhood onset hearing loss A24. Prematurity A25. Lead exposure A26. Suspect hearing impairment: newborn hearing screen REFER A29. Alcohol exposed infant</p> <p style="text-align: center;">Social Risk Factors</p> <p>A19. Maternal age 16 years or less A21. Parental alcohol or substance abuse A22. At-risk caregiver A23. Concern of parent/provider A28. Parent with history of mental illness A30. Parent with developmental disability A31. Parent with Child Welfare history A32. Parent with domestic violence history A33. Parent with limited financial resources A34. Parent with sensory impairment or physical disability A35. Parent with inadequate knowledge and supports A36. Other evidence-based social risk factor</p> <p style="text-align: center;">Other</p> <p>X99. Child is not being enrolled in High Risk Infant Tracking protocol X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol</p>	<p style="text-align: center;">Diagnoses</p> <p>B1. Heart disease B2. Chronic orthopedic disorders B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy B4. Cleft lip and palate & other congenital defects of the head and face B5. Genetic disorders (i.e., cystic fibrosis) B6. Multiple minor physical anomalies B7. Metabolic disorders B8. Spina bifida B9. Hydrocephalus or persistent ventriculomegaly B10. Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis B12. Organic speech disorders (dysarthria/dyspraxia) B13. Hearing loss B23. Traumatic brain injury B24. Fetal Alcohol Spectrum Disorder B25. Autism, Autism Spectrum Disorder B26. Behavioral or mental health disorder with developmental delay B28. Chromosome disorders (e.g., Down syndrome) B29. Positive newborn blood screen B30. HIV, seropositive conversion B31. Visual impairment</p> <p style="text-align: center;">Very High Risk Medical Factors</p> <p>B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals B17. Perinatal asphyxia <u>accompanied by</u> seizures B18. Seizure disorder B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic) B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies) B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge</p> <p style="text-align: center;">Developmental Risk Factors</p> <p>B22. Developmental delay</p> <p style="text-align: center;">Other</p> <p>B90. Other chronic conditions not listed</p>

Babies First Risk Factor Definitions

Babies First! Medical Risk Factors		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 th percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/ <i>Toxoplasma gondii</i> , other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen

Babies First! Medical Risk Factors		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels >10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy and/or Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

Babies First! Social Risk Factors		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

Babies First! Social Risk Factors		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

Babies First! Other Risk Factors		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.

CaCoon Risk Factor Definitions

CaCoon Diagnoses		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucousal cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

CaCoon Diagnoses		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

CaCoon		
Very High Risk Medical Factors		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by seizures</u>	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, trachent malacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

CaCoon		
Developmental Risk Factors		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

CaCoon Other		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.

**Morrow County Health Department
FY18 Activity Breakdown and Payment Schedule**

Morrow County Health Department shall complete the following:

CaCoon Activities 30%	SPOC Activities 70%	Total Subcontract 100%
\$2,419	\$5,644	\$8,063

With your SPOC activities, you agree to complete the following number of SPOC in the following categories (see Attachment A Part III (SPOC scope of work) and Attachment E for definitions of complex and further details)

2	Re-evaluation
1	New
3	Total SPOC

Each SPoC developed will serve a unique child or youth and their family.

Of the total SPOC to be completed:

a minimum of	1	must be Complex SPOCs; and
a minimum of	1	must be Transition-Focused SPOCs

Note: The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both your transition-focused requirements AND your complex requirements.

This subcontract will be paid in two installments on the following schedule:

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU an initial 60% as soon as subcontract is fully executed	\$4,398	\$440	\$4,838
LHD to invoice OHSU the FINAL 40% after LHD has submitted all required deliverables	\$2,932	\$293	\$3,225
Total Funding	\$7,330	\$733	\$8,063



January 19, 2017

ATTACHMENT E

MEMORANDUM

TO: OCCYSHN Local Public Health Partners

FROM: OCCYSHN SPOC Implementation Team

RE: Definition of Complex for SPOC

Institute on Development & Disability

Oregon Center for Children & Youth with Special Health Needs (OCCYSHN)

Mail code CDRC
707 SW Gaines Street
Portland, OR 97239
tel 503-494-8303
toll free 1-877-307-7070
fax 503-494-2755
occyshn@ohsu.edu
www.occyshn.org

Children and youth with special health care needs (CYSHCN) are "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition, and who also require health and related services of a type or amount beyond that required by children generally" (McPherson et al., 1998).

For the purposes of county SPOC implementation, CYSHCN may be identified as complex if they have (a) medically complex conditions or (b) have both a health condition(s) and social complexity(ies).

• CYSHCN with medical complexity "have multiple significant chronic health problems that affect multiple organ systems and result in functional limitations, high health care need or utilization, and often the need for or use of medical technology" (Kuo & Houtrow, 2016, p. e1).

i. Examples

- A child with a genetic syndrome with an associated congenital heart defect, difficulty with swallowing, cerebral palsy, and a urologic condition. The child requires the care of a primary care physician, pediatric subspecialists, home nurses, rehabilitative and habilitative therapists, community-based services, pharmaceutical therapies, special nutritional attention, and durable medical equipment.
• A child with a chronic neurodevelopmental disability in need of assistance with medical equipment, such as a tracheostomy and gastrostomy tubes.

ii. Functional limitations are restrictions in the child's ability to do the things typically developing children of the same age can do in their daily lives. The limitations may be permanent or temporary. Examples include inability to perform tasks like dressing or walking or unable to participate in life events like attending school. More information is available on functional limitations in the World Health Organization's International Classification of Functioning, Disability, and Health (ICF).

• CYSHCN with social complexity have a physical, developmental, behavioral, or emotional condition and they, or their families, have experienced or currently are experiencing one or more of the following:

- 1. Adolescent exposure to intimate partner violence
2. Child abuse/neglect – child welfare system involvement
3. Child criminal justice involvement
4. Child mental illness
5. Child substance abuse
6. Discontinuous insurance coverage
7. Foreign born parent
8. Foster care
9. Homelessness
10. Low English proficiency
11. Low parent educational attainment
12. Parent criminal justice involvement
13. Parent death
14. Parent domestic violence
15. Parent mental illness
16. Parent physical disability
17. Parent substance abuse
18. Severe poverty (TANF eligible)

Source: Center of Excellence on Quality of Care Measures for Children with Complex Needs, University of Washington & Seattle Children's Research Institute, 2016

ATTACHMENT F

**Local Health Departments (LHD) FY18 Deliverables Checklist
October 1, 2017 - September 30, 2018**

Done	Due Date(s) / Prompt	Item	Subcontractor Responsibility
✓	As soon as possible	FY18 Contact Form	Subcontractor completes and returns to occyshn@ohsu.edu
	Email received from michauj@ohsu.edu in Fall 2017	Subcontracts for FY18	Subcontractor signs and returns to Jen Michaud (michauj@ohsu.edu) for OHSU to fully execute FY18 subcontracts
	After subcontract is fully executed	First Invoice	Subcontractor submits signed invoice to spasub@ohsu.edu after contract execution
	Feb-March 2018	SPOC Mid-Year Report [to meet Att 4, checked box #2 deliverables]*	Unique weblink will be sent to SPOC Lead
	By 9/1/18	CaCoon Accountability Report [to meet Att 4, checked box #1 deliverables]	Unique weblink to be sent to CaCoon Lead in July 2018 who submits via <u>Survey Monkey</u>
	9/30/18	FY18 Contract Period ends	
	Ongoing, all due no later than 9/30/18	SPOC Information Forms [to meet Att 4, checked box #2 deliverables]	Weblink provided to SPOC Lead via email on a monthly basis
	Ongoing, all due no later than 9/30/18	SPOC Family Survey Interest Form [to meet Att 4, checked box #2 deliverables]	SPOC Lead completes with interested family; faxes to OCCYSHN at 503-494-2755
	Aug-Sept 2018	SPOC Year-End Report [to meet Att 4, checked box #2 deliverables]	Unique weblink will be sent to SPOC Lead
	By 11/15/18	Certificate of Completion [to meet Att 4, checked box #5 deliverables]	Subcontractor sends to spasub@ohsu.edu Must be included in Final Invoice
	By 11/15/18	Final Invoice Must contain Certificate of Completion	Subcontractor submits signed final invoice to spasub@ohsu.edu . Must be labeled FINAL
	By 11/30/18	Final Invention Statement and Certificate Form [Att 4, checked box #4]	Subcontractor must complete, sign, and submit form to occyshn@ohsu.edu . Negative report is still due.

*Attachment 4 of the original subcontract agreement cite reporting requirements

Research Subaward Agreement Amendment Number 1

Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: Morrow County Health Department Email Address: ssmith@co.morrow.or.us Principal Investigator: Sheree Smith	
Project Title: Maternal and Child Health Services Block Grant			
PTE Federal Award No. B04MC29358 (Via Subaward 143021)		Federal Awarding Agency: HRSA (via the Oregon Health Authority)	
Subaward Period of Performance: Start Date: 10/01/2016 End Date: 09/30/2018		Amount Funded This Action: \$8,063	Subaward No: 1010448_MORROW_LHD
Effective Date of Amendment: 10/01/2017	Total Amount of Federal Funds Obligated to Date: \$16,126	Subject to FFATA: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Automatic Carryover: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The PTE Principal Investigator is hereby updated from Brian Rogers to Benjamin Hoffman.

Attachment 3A is updated as follows:

Principal Investigator
Name: Benjamin Hoffman
Phone: 503.494.6513
Email: hoffmanb@ohsu.edu

The Period of Performance is hereby extended through 09/30/2018.

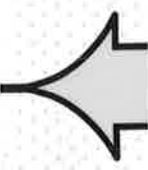
The Current Budget Period is from 10/01/2017 through 09/30/2018.

Funds for the Current Budget Period are hereby awarded in the amount of \$8,063 per the Payment Schedule in Attachment 5.1.

The Statement of Work for the Current Budget Period is hereby incorporated as Attachment 5.1, Statement of Work.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE _____ Date: _____ Jen Michaud Subout Grants & Contracts Administrator	By an Authorized Official of Subrecipient _____ Date: _____ Name: Title:
---	---



**SUBAWARD 1010448_1010448_MORROW_LHD, Amendment 1
Attachment 5.1**

**PAYMENT SCHEDULE FOR THE CURRENT BUDGET PERIOD
10/1/2017 through 09/30/2018:**

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$4,838.

Payment 2) Upon satisfactory completion of the Statement of Work and acceptance of all deliverables for the Current Budget Period, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$3,225.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."



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

(For BOC Use)
 Item #

494e

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

Staff Contact: Sheree Smith
 Department: Public Health
 Short Title of Agenda Item: **OHA Doc 154659-1**

Phone Number (Ext): 5212
 Requested Agenda Date: 3/14/18 If possible

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line:
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

<u>Sheree Smith</u>	<u>03/06/18</u>	Department Head	Required for all BOC meetings
<i>[Signature]</i>	<u>3/26/18</u>	Admin. Officer/BOC Office	Required for all BOC meetings
<u>Justin Nelson</u>	<u>4-23-18</u>	County Counsel	*Required for all legal documents
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

*Allow 1 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.

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 the OHA Amendment to the Environmental Health Service agreement regarding the need to ensure the contract aligns with OAR 333-014-0570 and OAR 333-014-0580. I have pasted the OARs for reference and attached to this email.

The original IGA for Umatilla County to provide Environmental Health services was signed 11-30-05 and is fairly basic as it does not list each of the program requirements, but is written in such a way that I do not believe it excludes Morrow County from official responsibility for ensuring services are delivered. That being said, it does not include any type of formal reporting requirements neither are there specific supervision or other types of checks and balances to ensure services are meeting all requirements. Since that time, the only change in the original IGA with Umatilla County, was an amendment signed 6-23-10 basically just to increase the amount we are paying Umatilla to provide the Environmental Health services. representing an increase in dollars to be paid for service delivery.

I believe that signature of the OHA agreement represents acknowledgment of the requirements, but the next order of business will be to revise the IGA or create a new document that meets all of the OHA Contract requirements. Do you believe that this is appropriate, or do you think we will need to DRAFT a new IGA before the OHA Contract amendment can be signed?

I am not certain which County originally Drafted the IGA, but believe it may have been Umatilla County. That being said, as County Counsel; would you be the one to include the necessary verbiage, would it be the Umatilla County Counsel (Doug Olsen) and/or is this something I would need to complete (to the best of my limited ability) for you to then review?

I scanned the OHA Environmental Health Contract signed by Morrow County 6-21-17 that is currently in effect so that you can also view the program requirements listed.

2. FISCAL IMPACT:

N/A regarding the OHA Document as no funding is allocated to the County for service delivered. Fees collected for inspections and other services are retained by Umatilla County. There is no impact on FTE for Morrow County.

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

Review of contract per County counsel and once approved, the Document presented to the BOC for approval and signature.

Represents knowledge of requirements for Morrow County to Sub-Contract with another entity (Umatilla County) for the delivery of Environmental Health services.

Action:

Move to approve OHA contract # OHA Doc 154659-1 regarding the delivery of Environmental Health services in collaboration with Umatilla County. This agreement becomes effective on the date the last signature is obtained. The agreement does not include any funding.

Attach additional background documentation as needed.

Roberta Lutcher

From: Sheree Smith
Sent: Tuesday, April 17, 2018 2:43 PM
To: Justin Nelson
Cc: Joseph Fiumara; Roberta Lutcher
Subject: Fwd: Document for Signature: Document #154659-1

Justin,

I received a reply from the State regarding Environmental Health services agreement. It sounds as though we don't need to do anything since we already have an agreement in place but may need to provide notice if we update the agreement. See the message revived from Danielle below.

Roberta, Please add this to the Consent calendar next week.

Please share with Doug Ollsen as I don't seem to have his email address on my phone.

Thanks,
-Sheree

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: Pompe Danielle A <DANIELLE.A.POMPE@dhsoha.state.or.us>
Date: 4/17/18 1:56 PM (GMT-08:00)
To: Sheree Smith <ssmith@co.morrow.or.us>
Subject: FW: Document for Signature: Document #154659-1

Sheree,

I asked our Department of Justice contact for this agreement and she responded with the following, hopefully this answers your question below.

"They need to look at the rule language that is cited. If it's an existing agreement that has been in place for awhile they don't have to do anything. If they renew that agreement with the county they might need to provide notice."

Danielle

From: Sheree Smith [<mailto:ssmith@co.morrow.or.us>]
Sent: Friday, March 30, 2018 11:49 AM
To: Pompe Danielle A <DANIELLE.A.POMPE@dhsoha.state.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>
Subject: FW: Document for Signature: Document #154659-1

Danielle,

I guess I should have asked a specific question regarding if the verbiage "If LPHA intends to contract with a "person"" is applicable to Morrow County as we have an agreement with Umatilla County to provide Environmental Health services.

In our case, Morrow County has an agreement with Umatilla County, who is knowledgeable and experienced, and is following all of the required program elements for their own county. Does the OHA Amendment #1 mean that we need to do something new or additional, in order to continue having Umatilla County provide Environmental Health services on behalf of Morrow County?

Thank You,
Sheree Smith RN
Public Health Director
Morrow County Health Dept.

From: Sheree Smith
Sent: Wednesday, March 28, 2018 7:07 PM
To: 'Pompe Danielle A' <DANIELLE.A.POMPE@dhsoha.state.or.us>
Cc: Justin Nelson (jnelson@co.morrow.or.us) <jnelson@co.morrow.or.us>; Joseph Fiumara (joseph.fiumara@umatillacounty.net) <joseph.fiumara@umatillacounty.net>
Subject: RE: Document for Signature: Document #154659-1

I sent the contract onto County Counsel several weeks ago, and it was on the BOC Agenda today for signature. However, we wanted to make sure we are meeting the requirements of the OHA Agreement, or at least better understand the agreement needs to continue to partner with Umatilla County Health Dept for Environmental Health services.

One question that came up today was the OHA Agreement verbiage "If LPHA intends to contract with a "person"...."

Does this mean an individual, or any entity that one may contract with for services?

My County Counsel and I are currently in communications with the Umatilla County Counsel and Umatilla County Environmental Health personnel to clarify come of these items before the BOC signs the OHA amendment #1 agreement.

Thank You,
Sheree Smith RN
Public Health Director
Morrow County Health Dept.

From: Pompe Danielle A [<mailto:DANIELLE.A.POMPE@dhsoha.state.or.us>]
Sent: Tuesday, March 27, 2018 8:39 AM
To: Sheree Smith <ssmith@co.morrow.or.us>
Cc: Sherry Brett W <BRETT.W.SHERRY@dhsoha.state.or.us>
Subject: RE: Document for Signature: Document #154659-1

Hi Sheree,
Would you be able to update me on the status of this being returned?

Thank you,
Danielle Pompe
Contract Specialist, OPBC
OREGON HEALTH AUTHORITY
Office of Contracts & Procurement
☎: (503) 947-5142
✉: DANIELLE.A.POMPE@dhsoha.state.or.us

From: Sheree Smith [<mailto:ssmith@co.morrow.or.us>]
Sent: Tuesday, March 13, 2018 4:21 PM
To: Pompe Danielle A <DANIELLE.A.POMPE@dhsoha.state.or.us>
Subject: RE: Document for Signature: Document #154659-1

I sent it on to my County Counsel for review on 3/6/18 and have not yet had any response, so I forwarded the original email today and asked about the status.

Thank You,
Sheree Smith RN
Public Health Director
Morrow County Health Dept.

From: Pompe Danielle A [<mailto:DANIELLE.A.POMPE@dhsoha.state.or.us>]
Sent: Tuesday, March 13, 2018 9:48 AM
To: Sheree Smith <ssmith@co.morrow.or.us>
Subject: RE: Document for Signature: Document #154659-1

Hi Sheree,
I am just checking in to see if you have an update on the return of this amendment to get an idea of when we might see it returned.

Thank you,
Danielle

From: Sheree Smith [<mailto:ssmith@co.morrow.or.us>]
Sent: Monday, March 05, 2018 1:11 PM
To: Pompe Danielle A <DANIELLE.A.POMPE@dhsoha.state.or.us>
Subject: RE: Document for Signature: Document #154659-1

Danielle,

Sorry for the delay. I will be sending it forward for review and approval.

Thank You,
Sheree Smith RN
Public Health Director
Morrow County Health Dept.

From: Pompe Danielle A [<mailto:DANIELLE.A.POMPE@dhsoha.state.or.us>]
Sent: Monday, February 26, 2018 6:36 AM
To: Sheree Smith <ssmith@co.morrow.or.us>; Vickie Turrell <vturrell@co.morrow.or.us>
Cc: Sherry Brett W <BRETT.W.SHERRY@dhsoha.state.or.us>
Subject: FW: Document for Signature: Document #154659-1

Hello,

I am following up on the email sent below to get an update. If you can provide a status of when this might be returned I would greatly appreciate it.

Thank you,

Danielle Pompe
Contract Specialist, OPBC
OREGON HEALTH AUTHORITY
Office of Contracts & Procurement
☎: (503) 947-5142
✉: DANIELLE.A.POMPE@dhsoha.state.or.us

From: Pompe Danielle A
Sent: Wednesday, February 14, 2018 12:00 PM
To: 'Sheree Smith' <ssmith@co.morrow.or.us>; 'vturrell@co.morrow.or.us' <vturrell@co.morrow.or.us>
Cc: Sherry Brett W <BRETT.W.SHERRY@dhsoha.state.or.us>
Subject: Document for Signature: Document #154659-1

Hello,

To ensure timely processing of your amendment, please reply and confirm receipt of this communication. Please review, sign and return both pages of the amendment to my attention via email no later than Close of Business Friday, **February 23rd**. If you cannot meet that date, please indicate that in your email confirmation of receipt.

Please see signature block below for return contact information and feel free to contact me with any questions. After obtaining the appropriate signatures, an executed document will be forwarded for your records. **NOTE:** Contractor must also maintain current insurance, if applicable in Original Agreement. Please submit a certificate of insurance to named DHS/OHA contract administrator within 30 days of contract execution, or may be found in breach of contract.

Important Notice: DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: https://aix-xweb1p.state.or.us/es_xweb/DHSforms/Served/me0189.doc.

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.

Thank you,

Danielle Pompe
Contract Specialist, OPBC
OREGON HEALTH AUTHORITY
Office of Contracts & Procurement

Agreement #154659



**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority Intergovernmental Agreement for Environmental Health Services (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County Health Department, the Local Public Health Authority ("LPHA"), acting by and through its Health and Human Services Department, each a "Party" and together, the "Parties."

AGREEMENT

1. Section 7 "OHA Responsibilities", Subsection 7.15 is hereby amended to add an additional Division as follows: new language is **underlined and bold**:

Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, **14**, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

2. Section 21 "Subcontracts and Assignment", Subsection 21.1 is deleted in its entirety and restated with the following: Deleted language is ~~struck through~~ and new language is **underlined and bold**:

~~Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.~~

If LPHA intends to contract with a person to perform services or activities required under this Agreement, such person may not perform any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580. LPHA must provide notice to OHA in accordance with OAR 333-014-0570(2) and (5) and subcontracts must comply with OAR 333-014-0570(4).

3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. The parties expressly ratify the Agreement as herein amended.
5. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.
6. This Amendment becomes effective on the date of the last signature below.

OREGON HEALTH AUTHORITY INTERGOVERNMENTAL AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

By: _____

Name: Andre Ourso

Title: Administrator, Center for Health Protection

Date: _____

MORROW COUNTY HEALTH DEPARTMENT LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by Shannon O’Fallon, Senior Assistant Attorney General, Health and Human Services Section, General Counsel Division, Oregon Department of Justice by email on February 12, 2018, copy of email approval in Amendment file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Brett Sherry (or designee)

Title: Program Manager

Date: _____

Oregon Health Authority

Public Health Division - Chapter 333

Division 14

STANDARDS FOR STATE AND LOCAL PUBLIC HEALTH AUTHORITIES

333-014-0570

Local Public Health Authority Contracts or Agreements for Local Public Health Services or Activities

- (1) As provided in ORS 431.413(3), a local public health authority may contract with a person to perform a public health service or activity, or to perform all public health services and activities, that the local public health authority is required to perform under ORS 431.001 to 431.550 and 431.990 or under any other public health law of this state, except that the person with whom the local public health authority contracts may not perform any function, duty or power of the local public health authority related to governance.
- (2) A local public health authority must provide written notice to the Authority at least 75 days prior to executing a new contract or agreement with a person or public body for the provision of local public health services or activities, if the local public health authority is performing the public health service or activity pursuant to a contract or agreement with the Authority, unless the local public health authority is specifically exempted from complying with this notice provision in the contract or agreement with the Authority. Contracts, subcontracts or agreements that apply to administrative contracts or contracts that do not have a direct impact on consumers of public health services or activities are excluded from the requirements in this section.
- (3) Upon receipt of a notice under section (2) of this rule, the Authority may request a copy of the contract or agreement from the local public health authority for review.
- (4) A local public health authority contract or intergovernmental agreement to perform a public health service or activity must clearly describe the service or activity being performed, any applicable federal or state statutes or rules, or local ordinances that are applicable to the service or activity, and the manner in which the local public health authority will oversee and monitor the contractor or public body to ensure compliance with all applicable federal or state statutes or rules, local ordinances or other funding requirements as outlined in the FAA or other agreements.
- (5) If a local public health authority is unable, for reasons outside of its control, to provide the 75 day notice as required by section (2) of this rule, the local public health authority shall provide notice as soon as possible before or after the execution of the contract or agreement.
- (6) The 75 day notice required in section (2) of this rule does not to apply to a contract if the procurement activities began prior to January 1, 2018.

Statutory/Other Authority: ORS 431.149
Statutes/Other Implemented: ORS 431.413

History:

[PH 31-2017, adopt filed 12/22/2017, effective 01/01/2018](#)

[Please use this link to bookmark or link to this rule.](#)

v1.7.2

- [System Requirements](#)
- [Privacy Policy](#)
- [Accessibility Policy](#)
- [Oregon Veterans](#)
- [Oregon.gov](#)

Oregon State Archives • 800 Summer Street NE • Salem, OR 97310
Phone: 503-373-0701 • Fax: 503-378-4118 • reference.archives@state.or.us

[Skip to main content.](#)



Oregon Health Authority

Public Health Division - Chapter 333

Division 14

STANDARDS FOR STATE AND LOCAL PUBLIC HEALTH AUTHORITIES

333-014-0580

Local Public Health Authority Governance

As provided in ORS 431.413(3) and ORS 190.110, a local public health authority may contract or enter into an agreement with an entity to perform public health services or activities but that entity may not perform any function, duty or power of the local public health authority related to governance. Functions, duties and powers related to governance include but are not limited to:

- (1) The exercise of any police power.
- (2) Any duty of the governing body of a local public health authority under ORS 431.415.
- (3) Enforcement of public health laws, including but not limited to taking an action on a license or permit as described in ORS 431.150.
- (4) Ensuring due process for persons with due process rights.
- (5) Issuing any order authorized under ORS 431A.010 or ORS chapter 433.
- (6) Imposing civil penalties.
- (7) Compelling the production of records during a disease outbreak investigation.
- (8) Petitioning the court for an isolation or quarantine order under ORS 433.121 to 433.142.
- (9) Taking any action authorized during a declared public health emergency under ORS 433.441.

Statutory/Other Authority: ORS 431.149

Statutes/Other Implemented: ORS 431.413

History:

PH 31-2017, adopt filed 12/22/2017, effective 01/01/2018

Copy

RECEIVED

DEC 15 2005

UMATILLA COUNTY RECORDS

INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
Environmental Health Program

RECEIVED
DEC 8 0 0005
BY:

WHEREAS, the State of Oregon, pursuant to ORS 624.510, delegated authority to Morrow County to administer and to enforce within Morrow County the powers, duties and functions of the State of Oregon Director of Human Services for an environmental health program established under ORS Chapter 624;

WHEREAS, Umatilla County also was delegated authority for administration and enforcement of an environmental health program within Umatilla County, and has established such program within Umatilla County;

WHEREAS a county may enter into any contracts the county deems necessary to accomplish the work required for an environmental health program;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the Counties agree to the following regarding an environmental health program within Morrow County:

1. Umatilla County will provide for the administration and the enforcement of an environmental health program within Morrow County, under the terms and the conditions of this Intergovernmental Agreement.

2. As required by the Intergovernmental Agreement for the Public Health Foodborne Illness Program ("Agreement") between Morrow County and the State of Oregon:

A. Umatilla County shall comply with all applicable provisions of that certain Agreement.

B. Umatilla County shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.

C. Umatilla County shall make available to the State or to any Client, any and all written materials in alternate formats in compliance with DHS's policies or administrative rules. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to the Agreement.

D. To the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), Umatilla County shall defend, save and hold harmless the State of Oregon, DHS, Agency, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Umatilla County, including but not limited to the

activities of Umatilla County or its officers, employees, subcontractors or agents under this IGA or the Agreement.

- E. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
 - F. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this IGA. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.
 - G. All employers, including Umatilla County, that employ subject workers who work under the Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Umatilla County shall ensure that each of its subcontractors complies with these requirements.
 - H. Umatilla County shall name the State of Oregon, DHS, Agency, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to Umatilla County's activities being performed under the Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Umatilla County shall forward a copy of the certificate(s) of insurance to Morrow County prior to commencement of the services under the Agreement. In addition, in the event of unilateral cancellation or restriction by Umatilla County's insurance company of any insurance coverage required herein, Umatilla County shall immediately notify the State of Oregon orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Umatilla County.
3. Morrow County delegates its authority under the Agreement, Oregon statutes and rules, and Morrow County Ordinances and regulations, to Umatilla County, for the administration and the enforcement of an environmental health program, including citation and prosecution of violations.
4. Umatilla County will conduct the environmental health program within Morrow County as required and under the conditions set out in the Agreement with the State of Oregon, and provide the staff, materials and equipment necessary to perform the environmental health services.
5. Morrow County will adopt the necessary rules and regulations for the administration and enforcement of an environmental health program, as required by the Agreement, and

also as requested by Umatilla County, including but not limited to, adoption of State Statutes and Administrative Rules, violation proceedings, contested case proceedings, public nuisance, delegation, and fees.

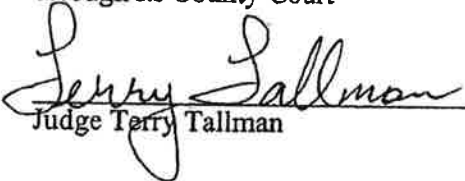
6. Morrow County agrees to pay to Umatilla County, on a monthly basis, the sum of \$1,100, within the first 10 days of each month, for the environmental health program.

7. Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.

8. This understanding may be terminated by either party at any time on 90 days written notice to the other party.

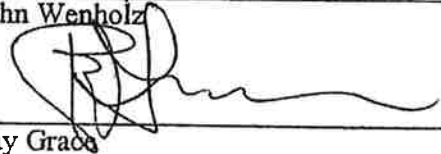
SIGNED AND AGREED TO BY:

MORROW COUNTY
through its County Court




Judge Terry Tallman

ABSENT
John Wenzholz



Ray Grace

APPROVED AS TO FORM:


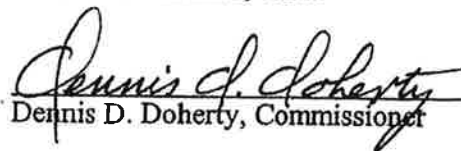
COUNTY COUNSEL

Date: 11/30/05

UMATILLA COUNTY
through its Board of Commissioners



Emile M. Holeman, Chair



Dennis D. Doherty, Commissioner



SECRET

William S. Hansell, Commissioner

Date: 12/14/2005



**CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
OFFICE OF COUNTY RECORDS
UMATILLA COUNTY, OREGON**

BY *John Kempster*
Records Officer

DATED December 15, 2005

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
Environmental Health Program

WHEREAS Umatilla County and Morrow County entered into an Intergovernmental Agreement in 2005 for Umatilla County to provide administration and enforcement of an environmental health program within Morrow County ("Intergovernmental Agreement");

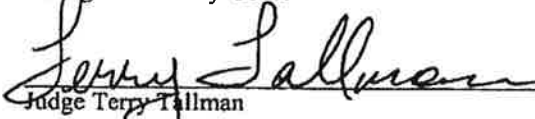
WHEREAS the parties agree to amend the Intergovernmental Agreement to increase the monthly payment for the environmental health program.

NOW THEREFORE, the Counties agree to the following regarding an environmental health program within Morrow County:


1. The date of this amendment is June 1, 2010.
2. Beginning July 1, 2010, Morrow County agrees to pay to Umatilla County, on a monthly basis, the sum of \$1,320, within the first 10 days of each month, for the environmental health program.
3. In all other respects the Intergovernmental Agreement shall remain in effect and is ratified and affirmed by the parties.

SIGNED AND AGREED TO BY:

MORROW COUNTY
through its County Court


Judge Terry Tallman

Absent
Ken Grieb


Leann Rea

Date: 6/23/2010

Attest:

Morrow County Clerk



MORROW COUNTY, OREGON **CJ2010-0079**
Commissioners' Journal 07/29/2010 09:05:45 AM



2010-0078

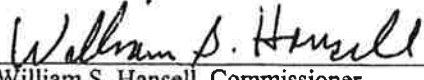
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

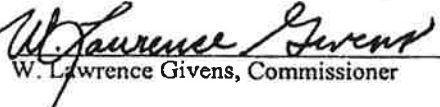
Bobbi Childers - County Clerk



UMATILLA COUNTY
through its Board of Commissioners


Dennis D. Doherty, Chair


William S. Hansell, Commissioner


W. Lawrence Givens, Commissioner

Date: July 23, 2010



DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154659-0, hereinafter referred to as "Document."

I, Melissa Lindsay Commissioner/Chair
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Morrow County by email.
Contractor's name

On June 21, 2017
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Melissa Lindsay 6.21.17
Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Attest:

Bobbie S. Childers
Morrow County Clerk



and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

SECTION 2. PURPOSE

The purposes of this Agreement are:

- For OHA to delegate responsibility to LPHA for carrying out these programs:
 - The tourist facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1);
 - The pool facility program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1); and
 - The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the county's performance.

SECTION 3. EFFECTIVE DATE

This Agreement shall become effective on the date this Agreement has been fully executed by each Party and, when required, approved by Department of Justice or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

SECTION 4. AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: Jere High
Title: Administrator, Center for Health Protection
Date: 5/10/17
Phone: (971) 673-0403
Email: Jere.high@state.or.us

4.2 COUNTY'S AUTHORIZED REPRESENTATIVE IS:

Name: Melinda Lindsay
Title: Commissioner/Chair
Date: 6-21-17
Phone: 541-676-5613
Email: mlindsay@co.morrow.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

Attest:

[Signature]
Morrow County Clerk



23.2 LPHA Data and Certification.

- a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 110 N. COURT ST. / P.O. Box 799

City, state, zip code: HEPPNER, OR 97836

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

Telephone: (541) 676-5421 Facsimile: (541) 676-5653

Federal Employer Identification Number: 93-600-2308

Proof of Insurance:

Workers' Compensation Insurance Company: SAZF


Policy #: 12261 Expiration Date: 6/30/18

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. LPHA further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) The information shown in this Section 23.2., LPHA Data and Certification, is LPHA's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (4) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;

CERTIFICATE OF COVERAGE

Agent Wheatland Insurance-Heppner PO Box 755 Heppner, OR 97836	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
--	--	--

Named Member or Participant Morrow County PO Box 788 Heppner, OR 97836	<p align="center">Companies Affording Coverage</p> COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity
--	---

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17LMORC	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	None \$5,000,000
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	17APDMOR C	7/1/2017	7/1/2018		
<input checked="" type="checkbox"/> Property	A	17PMORC	7/1/2017	7/1/2018		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	17BMORC	7/1/2017	7/1/2018		Per Filed Values
Excess Crime						
Excess Earthquake						
Excess Flood						
Excess Cyber Liability						
Workers' Compensation						

Description:

Certificate Holder:	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate. By: _____ Date: _____
---------------------	---


EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures.

Morrow County Health Department

By:


Authorized Signature


Title


Date

Attest:

Morrow County Clerk



State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Shannon Ofallon, Assistant Attorney General

Assistant Attorney General

Date

OHA Program Representative:

Authorized Signature

Title

Date



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4f

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

Staff Contact: Sheree Smith Phone Number (Ext): 5212
 Department: Health Requested Agenda Date:
 Short Title of Agenda Item: Multnomah Education Service Agreement #CO3011

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Multnomah Education Service District (MESD)
 Contractor/Entity Address: 11611 NW Ainsworth Circle, Portland, Or 97220
 Effective Dates – From: 07/01/18 Through: 06/30/2021
 Total Contract Amount: N/A Budget Line: 101-114-5-20-3828
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

<u>Sheree Smith</u>	<u>04/18/18</u> <small>DATE</small>	Department Head	Required for all BOC meetings
<u><i>[Signature]</i></u>	<u>4/22/18</u> <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
<u>J. Nelson email</u>	<u>4-18-18</u> <small>DATE</small>	County Counsel	*Required for all legal documents
<u>K. Hop email</u>	<u>4-23-18</u> <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

*Allow 1 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.

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):

Selected Morrow County Health Dept staff participate in Medicaid Administrative Claiming (MAC), earning Federally funded "fee for service" based on the documentation of eligible activities. The Multnomah Education Service District (MESD) provides the web based platform to enter the activities and also monitor compliance ie training, with program requirements and compute earnings. The MESD charges \$10 to participant per quarter to provide this service. This contract would replace the current agreement in place as it will be expiring 06/30/18 although I do believe the cost per participant is higher in the proposed contract.

2. FISCAL IMPACT:

The cost is \$10 per participant per quarter (\$40 per year each), and the county earns much more than that per person. There is no impact and/or change to FTE.

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

Following review and approval of County Counsel, it will then be submitted to the Board of Commissioners for review and approval per signature.

Attach additional background documentation as needed.

AGREEMENT

THIS AGREEMENT is made and entered into between MULTNOMAH EDUCATION SERVICE DISTRICT ("MESD") and Morrow County Health Department ("LHD"). The term of this Agreement shall be July 1, 2018 to June 30, 2021.

WITNESSETH

PURPOSE: The purpose of this Agreement is to describe MESD's and LHD's rights and obligations with respect to MESD's provision of Medicaid administrative claims processing services to LHD. LHD provides Title XIX Medicaid administrative services and wishes to seek reimbursement for such services from the Oregon Health Authority.

SECTION I LHD agrees to:

- A. To collect cost pool data on employees, and submit such data to MESD. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee or subcontractor; the percent of time each employee or subcontractor spends on the coded activities identified in the Time Study; and costs attributable to each employee's or subcontractor's position providing work.
- B. To provide the "Medicaid-eligible percentage" in accordance with OHA and Federal guidelines for purposes of the Time Study calculation.
- C. To submit signed training rosters for entry into the MESD web-based system.
- D. To pay an administrative fee to MESD of \$10 per cost pool participant per claiming period.
- E. To monitor compliance with the requirements of this Agreement.
- F. LHD shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, LHD expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations"; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- G. LHD shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, LHD shall maintain any other records pertinent to this Agreement in such a manner as to clearly document LHD's performance. LHD acknowledges and agrees that MESD, OHS, the Oregon Department of Justice, Medicaid Fraud Unit, 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 LHD that are pertinent to this Agreement to perform examinations and audits and to make excerpts and transcripts. LHD shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings

for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- H. LHD shall be financially responsible for the final amount of any claim for services provided under this Agreement that the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid ("CMS") or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by LHD unallowable, OHA shall provide LHD written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, LHD shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that LHD wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to LHD under this Agreement, or any payment to LHD from OHA under any other contract or agreement between LHD and OHA, present or future. Nothing in this paragraph shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.

SECTION II MESD agrees to:

- A. Provide a web-based survey tool for LHD employees to access and record their time study.
- B. Provide electronic data storage, including but not limited to:
1. Cost pool information used to compile the claim for each quarter.
 2. Tracking of dates LHD staff have been trained for the time study.
 3. Time study results.
- C. Maintain all records that support the quarterly payment claim for the work performed, including but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of services provided, other resources that have been applied to offset costs, and any other information applicable to the work provided under this Agreement.
- D. Provide administrative/monitoring tools for the LHD coordinator and OHA system administrators that help the user to:
1. Monitor and review time study results.
 2. Manage cost pool data including but not limited to exporting reports to Excel.
 3. View survey code definitions.
 4. Store LHD information relating to the survey, e.g., Medicaid Eligible percents, for a minimum of seven (7) years.
 5. View training information that includes training expiration dates and participants that have been and need to be trained.
 6. View the claim electronically, including a detailed view of the claim.
- E. Revise all disapproved LHD MAC claims with correct information provided by LHD and resubmit corrected claiming information to OHA and LHD within three (3) business days of MESD's receipt of the corrected information.
- F. Submit a quarterly claim to LHD program manager.

- G. Maintain confidentiality of client information contained in LHD files provided to MESD to the full extent required by federal and state law and regulations.
- H. Provide technical assistance and training on the web-based MAC time study tool.

SECTION III MESD and LHD agree:

A. Confidentiality of Client Information:

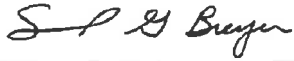
1. LHD shall treat all information as to personal facts and circumstances obtained by the MESD on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
2. The use or disclosure of information concerning Medicaid eligible or potentially eligible individuals shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. MESD and LHD will share information as necessary to effectively serve Medicaid eligible, or potentially eligible individuals.
3. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

- B. The attached STANDARD PROVISIONS are incorporated herein by reference and made a part of this Agreement.
- C. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement. This Agreement becomes effective upon execution and continues in effect until terminated by either party.
- D. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties. This Agreement shall not be amended after the expiration date. No amendment to this Agreement shall be effective until it has been signed by all Parties and all necessary governmental approvals have been obtained.
- E. MESD and LHD are the only parties to this Agreement, but because of the Parties' relationship with OHA, the Parties and OHA are entitled to enforce its terms. Nothing in the Agreement 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 Agreement.

Contract No C03011
Expires June 30, 2021

MULTNOMAH EDUCATION SERVICE
DISTRICT
Attn: Wendy Chase
11611 NE Ainsworth Circle
Portland, OR 97220

MORROW COUNTY HEALTH
DEPARTMENT
Attn: Sheree Smith
101 Boardman Avenue NW
Boardman, OR 97818



Sam Breyer
Superintendent

for Morrow County Health Department

Printed Name / Title

Date

STANDARD PROVISIONS

1. MESD shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. Each party shall perform any services under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to their respective employees. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System contributions. Each party shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

3. This Agreement may be terminated by mutual agreement, or by MESD upon 30 days written notice. No such termination shall prejudice any right or obligation of the parties already accrued prior to the effective date of termination.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In the event of any litigation between the parties arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon.

5. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.



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

(For BOC Use)
Item #

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

Staff Contact:
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

*Allow 1 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.

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):

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.



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

Item # 5a

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

Staff Contact: Anita Pranger
Department: Public Transportation
Short Title of Agenda Item:

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: April 18, 2018

Statewide Transportation Improvement Fund (STIF) Joint Committee Update

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Anita Pranger April 23, 2018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 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.

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):

See attached sheet.

2. FISCAL IMPACT:

None

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

Advise to continue to go with Umatilla County and CTUIR for a joint STIF advisory committee.

OR

Move to create The Loop Morrow County Transportation STIF advisory committee.

Attach additional background documentation as needed.

Combined Advisory Board:

One pot of money.

13 member advisory board 5 Umatilla County, 5 Morrow County, 3 CTUIR

One big list of projects.

Part of Morrow Counties money can be spent to help build project in Umatilla County.

Part of Morrow Counties Money would go to support staff and a vehicle.

Umatilla County does not have a transportation system in place.

Morrow County only Advisory Board:

Money would come directly to Morrow County.

Morrow County advisory committee would be able to prioritize and accomplish projects for Morrow County.

Support staff is already in place. If more staff is needed they would be employees of Morrow County.

Morrow County Transportation would be able to continue to grow and proceed forward with the program already in place without having to wait in line to proceed with projects.

Easier to show that Morrow County is getting 90% use from projects.

Morrow County money can be used as match for 5311Grant.

**INTERGOVERNMENTAL AGREEMENT FOR
COORDINATED PROGRAM AND
JOINT STATEWIDE TRANSPORTATION IMPROVEMENT FUND
ADVISORY COMMITTEE**

This INTERGOVERNMENTAL AGREEMENT FOR A REGIONAL STIF PROGRAM (“Agreement”) is created by and among Umatilla County, Morrow County, and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), each referred to individually herein as “Party” and collectively as the “Parties”, effective this ____ day of _____, 2018.

RECITALS

A. ORS 190.003 – 190.110 encourages intergovernmental cooperation in the interest of furthering economy and efficiency and authorizes units of local government and American Indian tribes to enter into agreements to perform any of their respective functions or activities and to form new intergovernmental entities responsible to and acting on behalf of the parties; and

B. Each party to this Agreement is a unit of local government or a Tribe, and all are authorized by law to participate in such intergovernmental agreements and to form intergovernmental entities; and

C. The Oregon Statewide Transportation Improvement Fund (STIF) program requires counties and tribes receiving STIF funding appoint an advisory committee for the purpose of advising and assisting the entity in carrying out the purposes of the STIF and prioritizing projects to be funded by STIF moneys. The parties will be receiving STIF funding for projects within their jurisdictions, and desire to work collaboratively for the use of STIF funding and projects on a regional basis and the creation of a joint advisory committee.

D. The Parties intend that the joint advisory committee formed by this Agreement will meet the statutory and rule requirement of a STIF Advisory Committee.

E. The Parties desire to establish a coordinated program for the implementation of the STIF program and use of funds in the jurisdiction of the Parties.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.1 Definitions - As used in this Agreement, the terms when capitalized shall have the meanings as defined by the proposed Chapter 732, Division 040 Oregon Administrative Rules.

ARTICLE 2 - WARRANTIES AND REPRESENTATIONS OF THE PARTIES

2.1 Warranties of the Parties - Each Party warrants and represents that it has the legal authority to enter into this Agreement.

2.2 Limitation of Financial Obligations of the Parties - No Party to this Agreement shall be responsible for the needs of the joint advisory committee or any project(s) undertaken by it, nor for any expenses or liabilities thereof, except as that Party explicitly agrees by contract, in writing.

2.3 Authorizing Ordinances - Each Party certifies that it has undertaken the necessary public procedures and has passed an ordinance, in accordance with ORS 190.085, which authorizes the signatories to this Agreement to act on behalf of the Party in executing this Agreement. The Parties further agree that they will file with the Secretary of State, within 30 days after the effective date of this Agreement, a copy of the adopted ordinance and statement of information as specified in ORS 190.085(2).

ARTICLE 3 - TERM

3.1 Effective Date and Duration - This Agreement shall become effective on the date signed by all Parties and shall remain in effect until such time as it may be terminated as provided in Article 8.

ARTICLE 4 - COORDINATED PROGRAM

4.1 Each of the parties is a Qualified Entity eligible to received distribution of money from the Statewide Transportation Improvement Fund. The parties agree to combine each of the parties' STIF money to be available for projects within the jurisdictional areas of the parties.

4.2 At least 90% of funds distributed or allocated to each party should be used to the specific benefit of that respective party.

ARTICLE 5 - JOINT STIF ADVISORY COMMITTEE

5.1 Creation of the Committee - Pursuant to ORS 190.003 – 190.110, the joint STIF Advisory Committee is created.

5.2 Purposes of the Committee - The purposes of the Joint Committee will be to serve as an Advisory Committee to advise and assist the Parties in carrying out the purposes of the STIF and prioritizing Projects to be funded by STIF monies received by the Parties. The Committee may also advise the Parties regarding the opportunities to coordinate STIF funded Projects with other local or regional transportation programs and services to improve transportation service delivery and reduce gaps in service

5.3 General Powers and Duties - The Joint Committee will have all powers and duties provided under ORS 184.761 and ORS 190.003 to 190.110 that are necessary and incidental to the purposes of this Agreement, and under the Oregon Administrative Rules for an Advisory Committee.

5.4 Members - The Committee will be comprised of at least 13 members. The Counties will each appoint five members, and the CTUIR will appoint three members. The appointments will be made to meet any requirements or qualifications of the Oregon Administrative Rules.

5.5 Terms - Each member shall be appointed for a term of four years. For the initial term, one of the CTUIR appointments and two each of the counties appointments will serve for two years only. There will not be any term limits, except as each party may establish for its appointments.

5.6 Meetings

5.6.1 Meetings of the Joint Committee shall be conducted in accordance with the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.710. The Joint Committee shall hold regular meetings on a quarterly basis. Special or emergency meetings may be called by the Chair or Vice Chair of the Committee and may be held by telephone conference call or other electronic communication means as designated by the person calling the meeting.

5.6.2 Quorum - A quorum necessary to conducting the business of the Committee and for decision-making shall be defined as eight members of the Joint Committee - 2 appointed by the CTUIR, and 3 appointed from each of the counties.

5.6.3 Voting - Except as otherwise provided in this Agreement, decisions of the Committee shall be made by an affirmative vote by the majority, provided there is at least one affirmative vote from each of the Parties.

5.6.4 Officers - There shall be a Chair, Vice Chair and Secretary of the Joint Committee, as determined by election among the members. The Joint Committee may provide for other officers if it deems that advisable. Officers shall be elected annually at the first regular quarterly meeting each year. Officers may be re-elected for two consecutive terms.

5.6.5 The Chair shall serve as the primary contact person for communicating with and providing oversight to employees, agents and contractors engaged to provide services to the Joint Committee.

5.7 Public Records - The Joint Committee shall comply with the Oregon Public Records Act, ORS 192.410 to 192.505.

5.8 Budgeting and Audits - All budgeting and audits for the funding approved by the Joint Committee will be conducted separately by each of the parties as required by its governing law.

5.9 Bylaws - Bylaws or protocols for officers, meetings, governance and conduct of business may be established from time to time as adopted by the Joint Committee, including but not limited to authorizations and/or directions applicable to/or during emergencies.

ARTICLE 6 - ADMINISTRATION

6.1 Fund Management - The combined funds will be held and managed by

6.2 Support Staff - will employ at least one staff to administer the coordinated program, provide assistance to the Joint Committee, and complete any required reporting to the State of Oregon. Funding for one staff position, including vehicle and travel expenses, will be paid from STIF funds. Each Party will have input and participation of the job description and hiring process. Staff will be employed independently of any specific transit service.

ARTICLE 7 - REVIEW

The parties agree to review the coordinated program and this agreement on a periodic basis. The review will occur on an annual basis for the first four years, and unless a more frequent period is agreed to by the Parties, on a five year basis after that time. The review will include the effectiveness of the program and impact on the region.

ARTICLE 8 - WITHDRAWAL, TERMINATION OF MEMBERSHIP, AND DISSOLUTION

8.1 Voluntary Dissolution of the Commission - This Agreement may be terminated by a unanimous vote of the Parties. Prior to dissolution, the Parties shall agree on a plan for the disposition, division and distribution of any remaining funds. Unless modified by the plan, the dissolution shall be effective only after all debts and obligations are paid or provision for payment is made.

8.2 Voluntary Withdrawal by Any Party - Any Party may elect to terminate its participation in this Agreement by giving written notice of its desire to terminate to all other remaining Parties, and stating a date for termination which shall be not less than 60 days from the date of

notice. Within 30 days following receipt of such notice, the Parties shall amend the Agreement as necessary to reflect the change in membership in the Commission. The withdrawing party will receive its portion of any remaining funds, based on the funds distributed by the State of Oregon in the withdrawing year.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 Dispute Resolution - Any Party may give notice of a dispute with one or more other Parties regarding any provision of this Agreement. The notice shall be in writing and shall state the nature of the dispute and the Parties involved in the dispute. Resolution of any disputes shall follow the steps as set forth in Section 9.2. However, the disputing parties (“Disputing Parties”) shall have the option to waive any of the steps by mutual written consent.

9.2 Dispute Resolution Steps

9.2.1 Step One (Negotiation) - Within thirty (30) days following written notice under Article 10, the Parties who are party to a dispute will designate a representative to negotiate on behalf of the Party and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by the designated persons and ratified by the governing bodies, which shall be binding upon the Disputing Parties.

9.2.2 Step Two (Mediation) - If the dispute cannot be resolved within thirty (30) days after the designation of all representatives under Step One, the Disputing Parties shall submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator. If they cannot agree, the Disputing Parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The Disputing Parties will mutually agree on a mediator from the list provided. Any common costs of mediation shall be borne equally by the Disputing Parties. If the issue is resolved at this step, a written determination of such resolution shall be signed by the designated persons and ratified by the governing bodies, which shall be binding on the Disputing Parties.

9.2.3 Step Three (Binding Arbitration) - After exhaustion of the preceding processes, all disputes or claims arising out of this Agreement shall be submitted to binding arbitration

under the rules and processes of U.S. Arbitration and Mediation of Portland, Oregon. Each Disputing Party shall select an arbitrator and the two shall appoint a third arbitrator. All costs of arbitration shall be borne equally. The Oregon Rules of Civil Procedure relating to discovery and the Oregon Evidence Code will apply. The decision of the panel shall be binding. Nothing herein shall prevent the Disputing Parties from selecting a single arbitrator by agreement.

9.3 Legal Fees - Each Disputing Party shall bear its own legal and expert witness fees.

ARTICLE 10 - NOTICES

10.1 Providing Notice - Any notice herein required or permitted to be given shall be given in writing and shall be effective when delivered to the Parties at the addresses set forth below. Notices shall be considered delivered either upon actual receipt if delivered personally or by fax or e-mail, or at the end of the third business day after the date of deposit in the United States mail, postage prepaid, certified, return receipt requested addressed to the parties as set forth in Exhibit 2.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Entire Agreement - This Agreement embodies the entire agreement and understanding between and among the Parties hereto with respect to the Project and supersedes all previous agreements and understandings relating to the Project.

11.2 Amendment - This Agreement may be amended, supplemented or modified upon unanimous agreement of the Parties, in writing. This Agreement may not be amended, supplemented or modified in a manner that is not in compliance with ORS Chapter 190 and the STIF Program.

11.3 Severability - If any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.4 Counterparts - This Agreement may be executed by the Parties in any number of counterparts or separate counterparts, any combination of which shall constitute an Agreement between and among the Parties.

11.5 Headings - The Article, section and subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.6 Survival of Covenants - Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this Agreement.

11.7 New Members - The coordinated program and Joint Committee may be expanded to include additional members upon unanimous approval by the Parties by amendment of this Agreement as provided under section 11.2. At such time, the Agreement shall be further amended as needed to reflect any changes in the composition of the Joint Committee, quorum and voting requirements or other provisions affected by the change in membership. New members must agree in writing to abide by this Agreement as well as other governance frameworks, management, and operational requirements adopted by the Parties.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement.

UMATILLA COUNTY

MORROW COUNTY

George L. Murdock, Commissioner

Dated: _____

Dated: _____

Attest: _____
County Records Officer

Attest: _____
County Clerk

County Counsel

County Counsel

Address:
216 SE 4th Street
Pendleton, OR 97801

Address:
P.O. Box 788
Heppner, OR 97836

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

Dated: _____

Attest: _____
Secretary

Tribal Counsel

Address:
46411 Timine Way
Pendleton, OR 97801

**INTERGOVERNMENTAL AGREEMENT FOR
COORDINATED PROGRAM AND
JOINT STATEWIDE TRANSPORTATION IMPROVEMENT FUND
ADVISORY COMMITTEE**

This INTERGOVERNMENTAL AGREEMENT FOR A REGIONAL STIF PROGRAM (“Agreement”) is created by and among Umatilla County, Morrow County, and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), each referred to individually herein as “Party” and collectively as the “Parties”, effective this ____ day of _____, 2018.

RECITALS

A. ORS 190.003 – 190.110 encourages intergovernmental cooperation in the interest of furthering economy and efficiency and authorizes units of local government and American Indian tribes to enter into agreements to perform any of their respective functions or activities and to form new intergovernmental entities responsible to and acting on behalf of the parties; and

B. Each party to this Agreement is a unit of local government or a Tribe, and all are authorized by law to participate in such intergovernmental agreements and to form intergovernmental entities; and

C. The Oregon Statewide Transportation Improvement Fund (STIF) program requires counties and tribes receiving STIF funding appoint an advisory committee for the purpose of advising and assisting the entity in carrying out the purposes of the STIF and prioritizing projects to be funded by STIF moneys. The parties will be receiving STIF funding for projects within their jurisdictions, and desire to work collaboratively for the use of STIF funding and projects on a regional basis and the creation of a joint advisory committee.

D. The Parties intend that the joint advisory committee formed by this Agreement will meet the statutory and rule requirement of a STIF Advisory Committee.

E. The Parties desire to establish a coordinated program for the implementation of the STIF program and use of funds in the jurisdiction of the Parties.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

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2.1 Warranties of the Parties - Each Party warrants and represents that it has the legal authority to enter into this Agreement.

2.2 Limitation of Financial Obligations of the Parties - No Party to this Agreement shall be responsible for the needs of the joint advisory committee or any project(s) undertaken by it, nor for any expenses or liabilities thereof, except as that Party explicitly agrees by contract, in writing.

2.3 Authorizing Ordinances - Each County certifies that it has undertaken the necessary public procedures and has passed an ordinance, in accordance with ORS 190.085, which authorizes the signatories to this Agreement to act on behalf of that Party in executing this Agreement. The Counties further agree that they will file with the Secretary of State, within 30 days after the effective date of this Agreement, a copy of the adopted ordinance and statement of information as specified in ORS 190.085(2). The CTUIR has passed a resolution authorizing the Chairman of the Board of Trustees to sign this agreement, a copy of which will be filed with the Secretary of State for the State of Oregon for informational purposes.

ARTICLE 3 - TERM

3.1 Effective Date and Duration - This Agreement shall become effective on the date signed by all Parties and shall remain in effect until such time as it may be terminated as provided in Article 8.

ARTICLE 4 - COORDINATED PROGRAM

4.1 Each of the parties is a Qualified Entity eligible to received distribution of money from the Statewide Transportation Improvement Fund. The parties agree to combine each of the parties' STIF money to be available for projects within the jurisdictional areas of the parties.

4.2 At least 90% of funds distributed or allocated to each party should be used to the specific benefit of that respective party.

ARTICLE 5 - JOINT STIF ADVISORY COMMITTEE

5.1 Creation of the Committee - Pursuant to ORS 190.003 – 190.110, the joint STIF Advisory Committee is created.

5.2 Purposes of the Committee - The purposes of the Joint Committee will be to serve as an Advisory Committee to advise and assist the Parties in carrying out the purposes of the STIF and prioritizing Projects to be funded by STIF monies received by the Parties. The Committee may also advise the Parties regarding the opportunities to coordinate STIF funded Projects with other local or regional transportation programs and services to improve transportation service delivery and reduce gaps in service

5.3 General Powers and Duties - The Joint Committee will have all powers and duties provided under ORS 184.761 and ORS 190.003 to 190.110 that are necessary and incidental to the purposes of this Agreement, and under the Oregon Administrative Rules for an Advisory Committee.

5.4 Members - The Committee will be comprised of at least 13 members. The Counties will each appoint five members, and the CTUIR will appoint three members. The appointments will be made to meet any requirements or qualifications of the Oregon Administrative Rules.

5.5 Terms - Each member shall be appointed for a term of four years, beginning July 1, 2018. For the initial term, one of the CTUIR appointments and two each of the counties appointments

will serve for two years only, and one of the CTUIR appointments and two each of the counties appointments will server for three years only. There will not be any term limits, except as each party may establish for its appointments.

5.6 Meetings

5.6.1 Meetings of the Joint Committee shall be conducted in accordance with the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.710. The Joint Committee shall hold regular meetings on at least a quarterly basis. Meetings may be held by telephone conference call or other electronic communication means as designated by the person calling the meeting. Special or emergency meetings may be called by the Chair or Vice Chair of the Committee

5.6.2 Quorum - A quorum necessary to conducting the business of the Committee and for decision-making shall be defined as eight members of the Joint Committee - 2 appointed by the CTUIR, and 3 appointed from each of the counties.

5.6.3 Voting - Except as otherwise provided in this Agreement, decisions of the Committee shall be made by an affirmative vote by the majority, provided there is at least one affirmative vote from each of the Parties.

5.6.4 Officers - There shall be a Chair and a Vice Chair of the Joint Committee, as determined by election among the members. The Joint Committee may provide for other officers if it deems that advisable. The Chair and the Vice Chair must be appointed by different parties, and the position of Chair shall rotate among the Parties. Officers shall be elected annually at the first regular quarterly meeting each year following July 1. Officers may be re-elected for two consecutive terms only. The Chair shall have the power to call meetings, preside at meetings, appoint subcommittees and their officers, and sign such correspondence or documents as may be necessary to the committee's function. The Vice-Chair shall preside at meetings in the chair's absence and shall have other powers of the Chair in the event of the chair's absence

5.7 Public Records - The Joint Committee shall comply with the Oregon Public Records Act, ORS 192.410 to 192.505.

- 5.8 Budgeting and Audits - All budgeting and audits for the funding approved by the Joint Committee will be conducted separately by each of the parties as required by its governing law.
- 5.9 Bylaws - Bylaws or protocols for officers, meetings, governance and conduct of business may be established from time to time as adopted by the Joint Committee, including but not limited to authorizations and/or directions applicable to/or during emergencies.

ARTICLE 6 - ADMINISTRATION

- 6.1 Fund Management - The combined funds will be held and managed by Umatilla County.
- 6.2 Support Staff - Umatilla County will employ at least one staff to administer the coordinated program, provide assistance to the Joint Committee, and complete any required reporting to the State of Oregon and to the Parties. Funding for one staff position, including vehicle and travel expenses, will be paid from STIF funds. Each Party will have input and participation of the job description and hiring process. Staff will be employed independently of any specific transit service.

ARTICLE 7 - REVIEW

The Parties agree to review the coordinated program and this agreement on a periodic basis. The review will occur on an annual basis for the first four years, and unless a more frequent period is agreed to by the Parties, on a five year basis after that time, or at any time requested by a Party. The review will include the effectiveness of the program and impact on the region.

ARTICLE 8 - WITHDRAWAL, TERMINATION OF MEMBERSHIP, AND DISSOLUTION

- 8.1 Voluntary Termination of the Agreement - This Agreement may be terminated by an affirmative vote of all Parties. Prior to dissolution, the Parties shall agree on a plan for the disposition, division and distribution of any remaining funds. Unless modified by the plan, the

dissolution shall be effective only after all debts and obligations are paid or provision for payment is made.

8.2 Voluntary Withdrawal by Any Party - Any Party may elect to terminate its participation in this Agreement by giving written notice of its desire to terminate to all other remaining Parties, and stating a date for termination which shall be not less than 60 days from the date of notice. **Within 30 days following receipt of such notice, the Parties shall amend the Agreement as necessary to reflect the change.** The withdrawing party will receive its portion of any remaining funds, based on the funds distributed by the State of Oregon in the withdrawing year.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 Dispute Resolution - Any Party may give notice of a dispute with one or more other Parties regarding any provision of this Agreement. The notice shall be in writing and shall state the nature of the dispute and the Parties involved in the dispute. Resolution of any disputes shall follow the steps as set forth in Section 9.2. However, the disputing parties (“Disputing Parties”) shall have the option to waive any of the steps by mutual written consent.

9.2 Dispute Resolution Steps

9.2.1 Step One (Negotiation) - Within thirty (30) days following written notice under Article 10, the Parties who are party to a dispute will designate a representative to negotiate on behalf of the Party and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by the designated persons and ratified by the governing bodies, which shall be binding upon the Disputing Parties.

9.2.2 Step Two (Mediation) - If the dispute cannot be resolved within thirty (30) days after the designation of all representatives under Step One, the Disputing Parties shall submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator. If they cannot agree, the Disputing Parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The Disputing Parties will mutually agree on a mediator from the list provided. Any common costs of mediation shall be borne equally by the Disputing Parties. If the issue is resolved at this

step, a written determination of such resolution shall be signed by the designated persons and ratified by the governing bodies, which shall be binding on the Disputing Parties.

9.2.3 Step Three (Binding Arbitration) - After exhaustion of the preceding processes, all disputes or claims arising out of this Agreement shall be submitted to binding arbitration under the rules and processes of U.S. Arbitration and Mediation of Portland, Oregon. Each Disputing Party shall select an arbitrator and the two shall appoint a third arbitrator. All costs of arbitration shall be borne equally. The Oregon Rules of Civil Procedure relating to discovery and the Oregon Evidence Code will apply. The decision of the panel shall be binding. Nothing herein shall prevent the Disputing Parties from selecting a single arbitrator by agreement.

9.3 Legal Fees - Each Disputing Party shall bear its own legal and expert witness fees.

ARTICLE 10 - NOTICES

10.1 Providing Notice - Any notice herein required or permitted to be given shall be given in writing and shall be effective when delivered to the Parties at the addresses set forth below. Notices shall be considered delivered either upon actual receipt if delivered personally or by fax or e-mail, or at the end of the third business day after the date of deposit in the United States mail, postage prepaid, certified, return receipt requested addressed to the chair of the governing body of the Party, at the address set out below.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Entire Agreement - This Agreement embodies the entire agreement and understanding between and among the Parties hereto with respect to the Project and supersedes all previous agreements and understandings relating to the Project.

11.2 Amendment - This Agreement may be amended, supplemented or modified upon unanimous agreement of the Parties, in writing. This Agreement may not be amended, supplemented or modified in a manner that is not in compliance with ORS Chapter 190 and the STIF/State Program.

11.3 Severability - If any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.4 Counterparts - This Agreement may be executed by the Parties in any number of counterparts or separate counterparts, any combination of which shall constitute an Agreement between and among the Parties.

11.5 Headings - The Article, section and subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.6 Survival of Covenants - Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this Agreement.

11.7 New Members - The coordinated program and Joint Committee may be expanded to include additional members upon unanimous approval by the Parties by amendment of this Agreement as provided under section 11.2. At such time, the Agreement shall be further amended as needed to reflect any changes in the composition of the Joint Committee, quorum and voting requirements or other provisions affected by the change in membership. New members must agree in writing to abide by this Agreement as well as other governance frameworks, management, and operational requirements adopted by the Parties.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement.

UMATILLA COUNTY

MORROW COUNTY

George L. Murdock, Commissioner

Don Russell, Chair
Morrow County Commissioner

Dated: _____

Attest: _____
County Records Officer

Jim Doherty
Morrow County Commissioner

County Counsel

Melissa Lindsay
Morrow County Commissioner

Address:
216 SE 4th Street
Pendleton, OR 97801

Dated: _____

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

Attest: _____
County Clerk

Board of Trustees Chairman

Justin Nelson
County Counsel

Dated: _____

Address:
P.O. Box 788
Heppner, OR 97836

Attest: _____
Board of Trustees Secretary

Tribal Counsel

Address:
46411 Timine Way
Pendleton, OR 97801



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)

Item #

5b

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

Staff Contact: Matt Scrivner / Greg Close

Phone Number (Ext): 541-989-9500

Department: Public Works / Parks

Requested Agenda Date: 4/25/2018

Short Title of Agenda Item: Purchase of cabins from South Morrow Enterprises LLC
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 15-20 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **South Morrow Enterprises LLC**

Contractor/Entity Address: **PO Box 702 Heppner, Oregon 97836-0702**

Effective Dates – From:



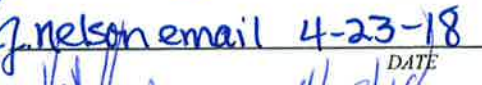

Through:

Total Contract Amount: **\$ 60,000.00**

Budget Line: **238-Park Fund beginning fund bal.**

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE: 4-23-18	Department Head	Required for all BOC meetings
 _____ DATE: 4/23/18	Admin. Officer/BOC Office	Required for all BOC meetings
 _____ DATE: 4-23-18	County Counsel	*Required for all legal documents
 _____ DATE: 4/23/18	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE: _____	Human Resources	*If appropriate

*Allow 1 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.

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):

Public Works has worked with South Morrow Enterprises LLC and Legal counsel to draft a sales agreement for the purchase of (10) cabins from South Morrow Enterprises LLC.

2. FISCAL IMPACT:

Funds are available from the Parks budget. A budget resolution will need to be made from the parks beginning fund balance to capital outlay for the purchase.

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

Motion to purchase (8) cabins located at the OHV park and (2) cabins located at Cutsforth park from South Morrow Enterprises LLC for the amount of \$ 60,000.00.

Attach additional background documentation as needed.

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7 **PURCHASE AND SALE AGREEMENT**
8 **FOR PURCHASE OF CABINS BETWEEN**
9 **MORROW COUNTY AND SOUTH**
10 **MORROW ENTERPRISES LLC**
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13
14

15 This Purchase and Sale Agreement is entered into between Morrow County, a political subdivision of the State
16 of Oregon, hereafter called **County**, and South Morrow Enterprises LLC, hereafter called **Seller**.
17
18

19
20 **RECITALS:**
21

22 **WHEREAS**, Seller owns ten (10) cabins in total, with eight (8) located at the Morrow-Grant County
23 Off Highway Vehicle (OHV) Park and two (2) located at Cutsforth Park; and
24

25 **WHEREAS**, County desires to purchase the eight (8) cabins owned by Seller at the Morrow-Grant
26 County Off Highway Vehicle (OHV) Park and the two (2) cabins owned by the Seller at Cutsforth Park; and
27

28 **WHEREAS**, the cabins owned by Seller are currently on property owned and operated by the County.
29

30 **NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained therein and
31 for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is
32 mutually agreed and covenanted by and between the parties to this Agreement, as follows:
33

- 34 1. **Sale of Cabins**. Seller hereby sells to County and County hereby purchases from Seller the cabins
35 described on **Exhibit A** attached hereto and incorporated herein, including all contents and items
36 located inside and outside of the cabins, including but not limited to: bedding, furniture, BBQ's,
37 porch, and additional miscellaneous items associated with the cabins. Seller warrants that he has
38 sole ownership of the cabins and has sole authority to sell full ownership and control of the cabins
39 to County.
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41 2. **Purchase Price**. County shall pay to Seller for the cabins listed in Exhibit 1, as full and complete
42 consideration therefore, the sum of \$60,000.00 (hereinafter "Purchase Price").
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- 3. **Payment.** Payment of the Purchase Price shall be made by County to Seller by working with Seller on a like-kind exchange under IRC Section 1031, or Purchase Price shall be made to the Seller, as directed by the Seller. County agrees to send payment to Seller's qualified intermediary, or to the Seller, at a time and date requested by Seller, but in no case later than May 16th.
- 4. **Delivery.** No delivery will be required under this agreement. The cabins will be accepted by County at their current location. Seller shall provide any additional copies of keys to the cabins in Seller's possession to County within 10 days of the signing of this agreement.
- 5. **Effective Date and Duration.** This agreement shall become effective on the date at which this agreement has been signed by every party hereto.

SELLER- SOUTH MORROW ENTERPRISES LLC

By: _____ Title: _____ Date: _____

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

ATTEST:

County Clerk

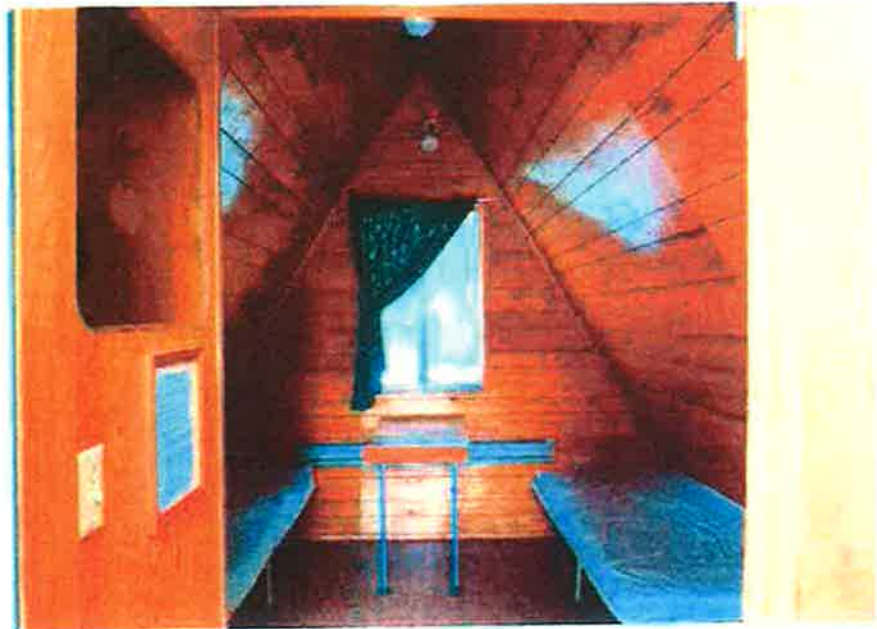
Don Russell, Chair

Jim Doherty, Commissioner

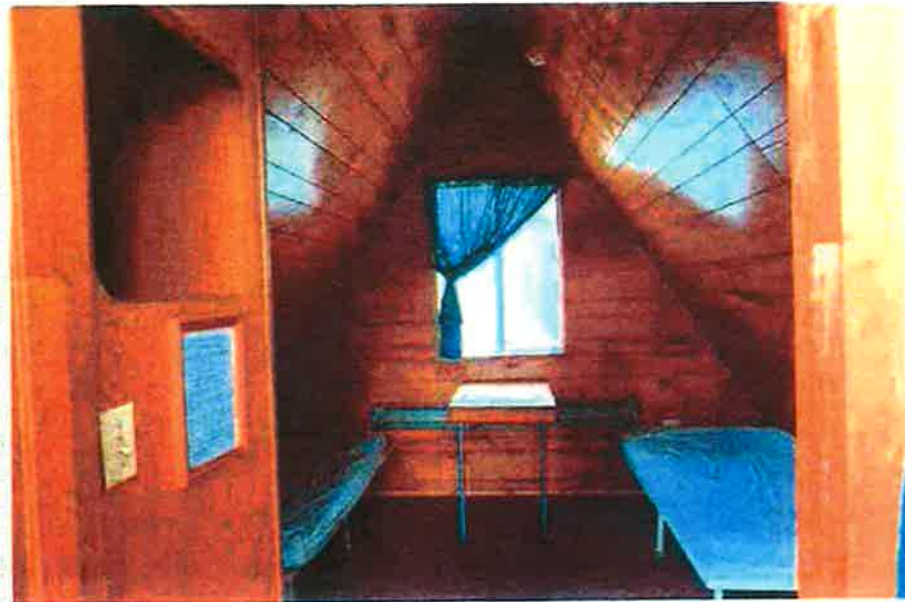
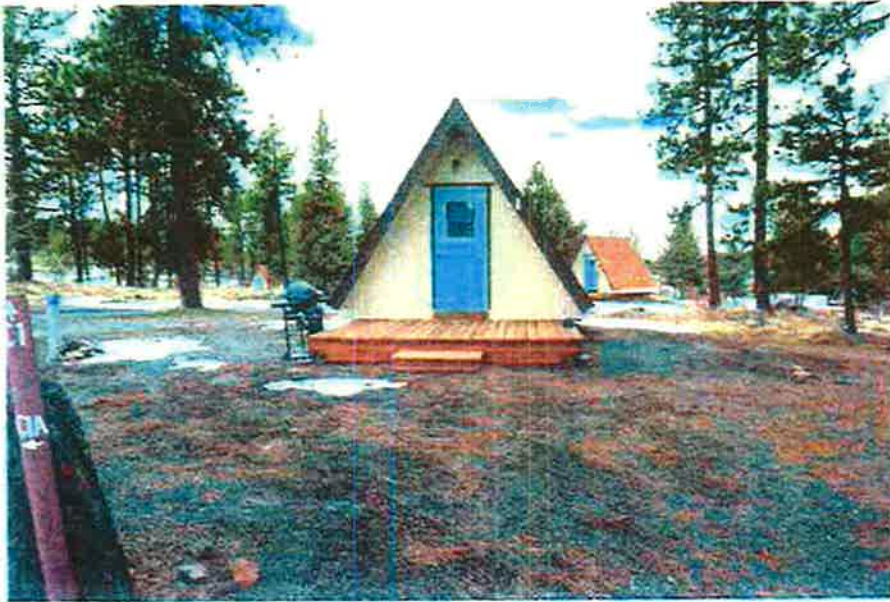
Melissa Lindsay, Commissioner

Approved as to form:
County Counsel

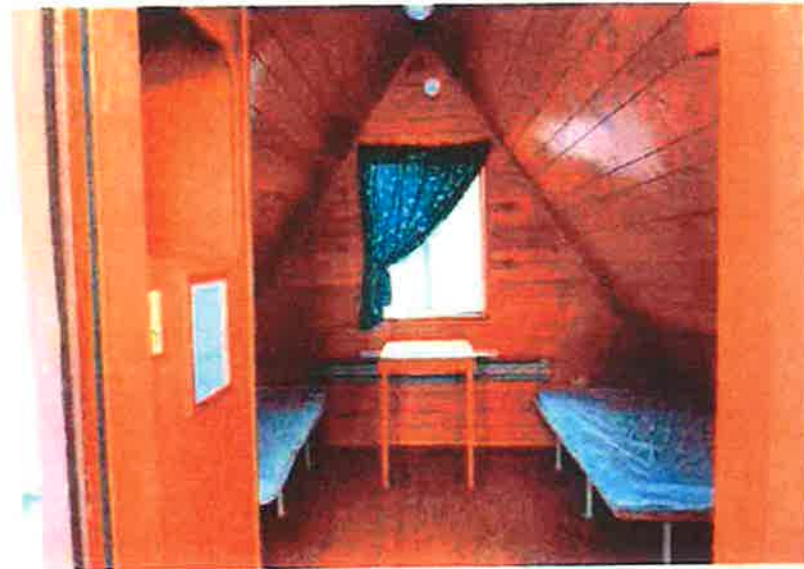
Six 12x14 A frame cabins with front porch ,
barbeque and electric amenities at the
OHV Park



Cabin 1, 12x14 A frame with front porch and barbeque electric amenities at the OHV Park



Cabin 4, 12x14 A frame with front porch, barbeque and electric amenities at the OHV Park



Cabin 5, 12x14 A frame cabin with front porch, barbeque and electric amenities at the OHV Park

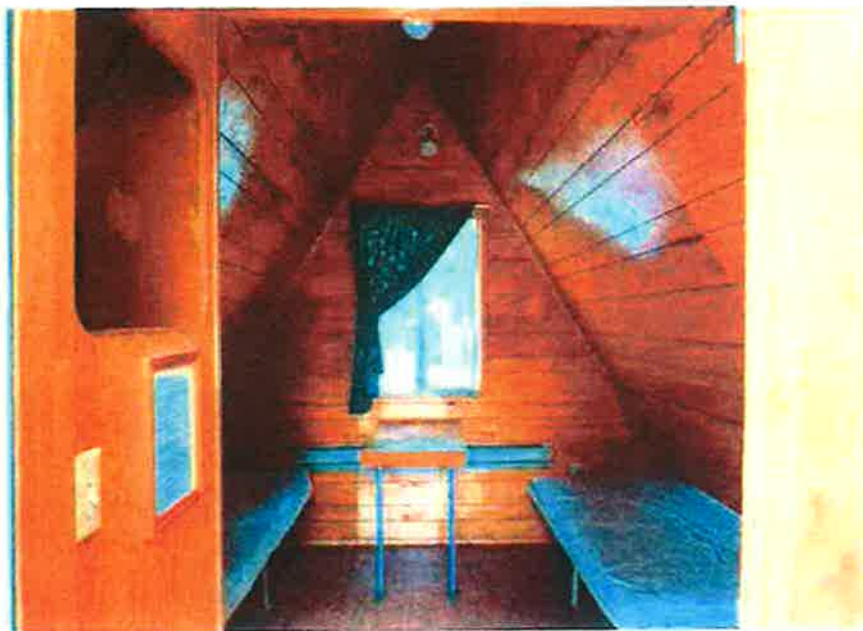


Exhibit 1 - 4

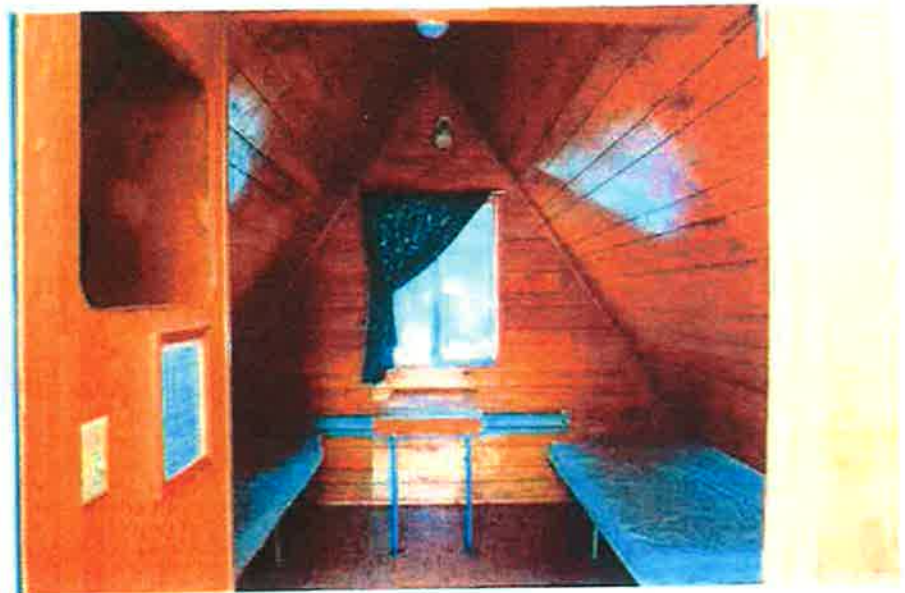
Cabin 6, 12x14 A frame with front porch, barbeque and electric amenities at the OHV Park



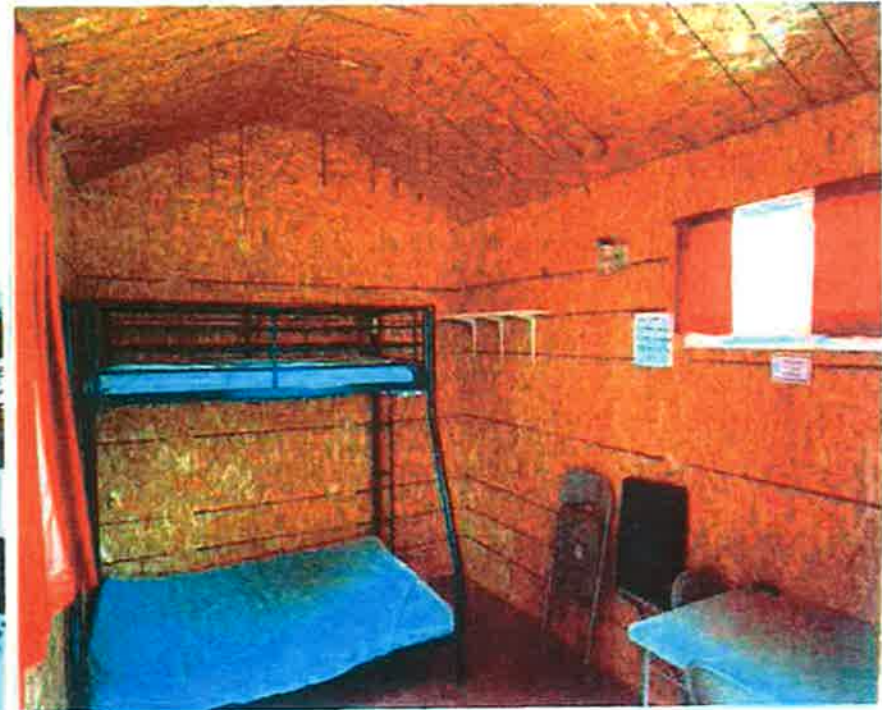
Cabin 7, 12x14 A frame cabins with front porch , barbeque and electric amenities at the OHV Park



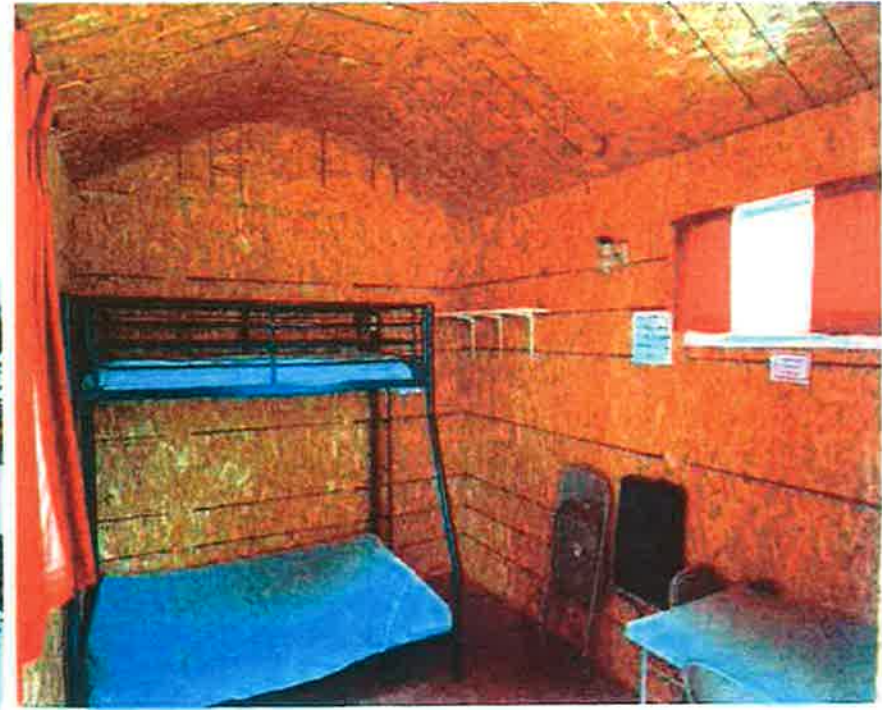
Cabin 8 12x14 A frame cabin with front porch, barbeque and electric amenities



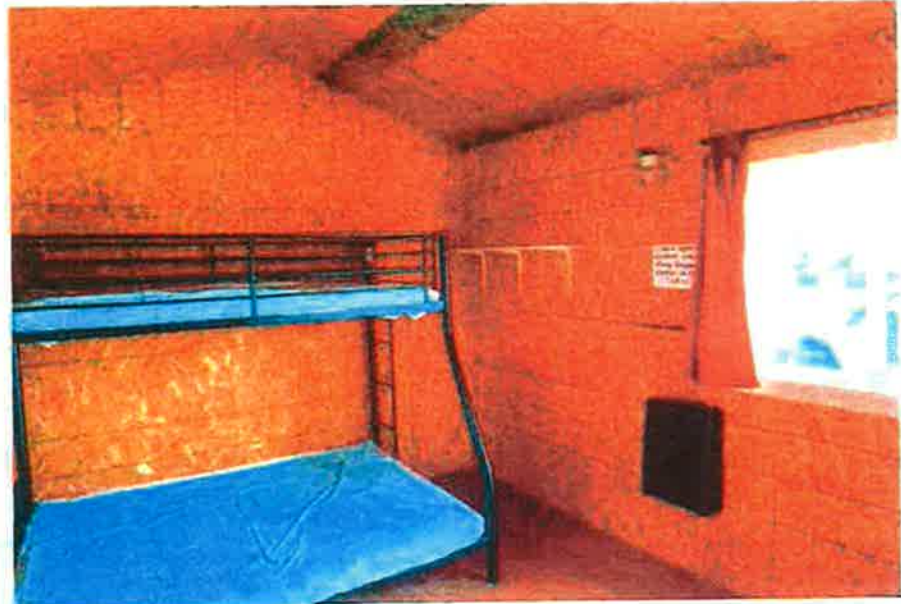
Cabin 9, 16x10 stick built with barbeque and propane amenities at OHV Park



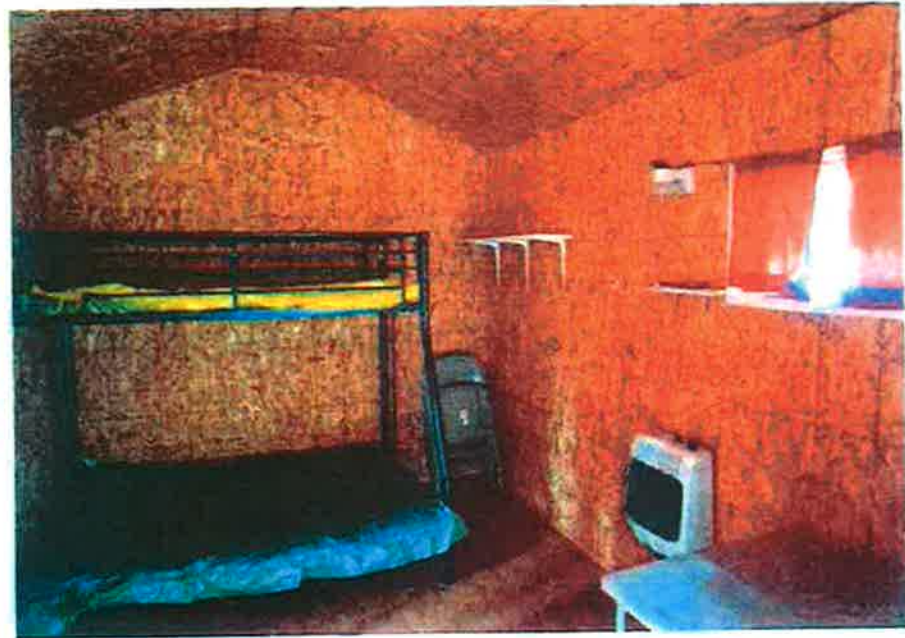
Two 16x10 stick built with barbeque and propane amenities at OHV Park



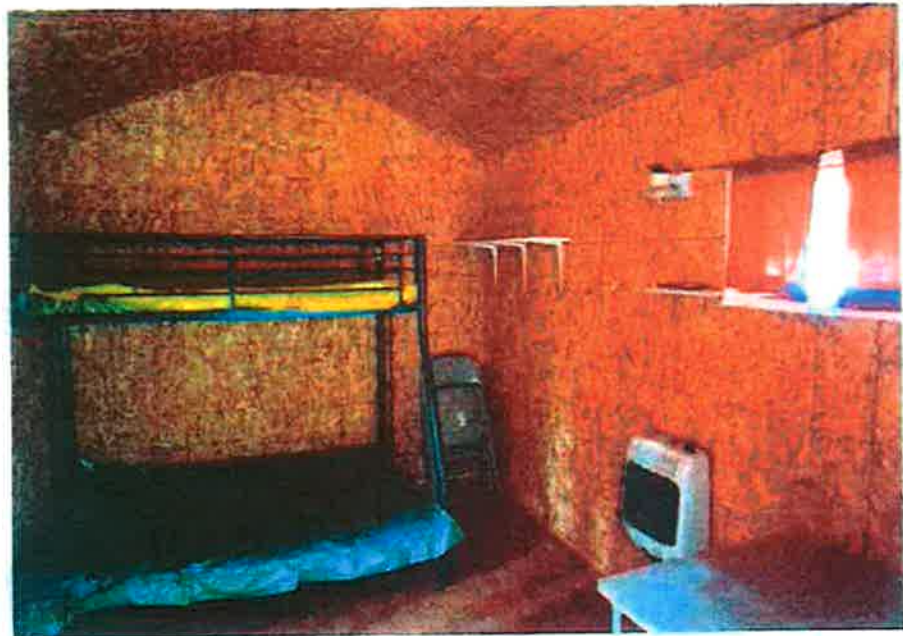
Cabin 12 16x10 stick built cabin with small front porch, barbeque and propane amenities at the OHV Park



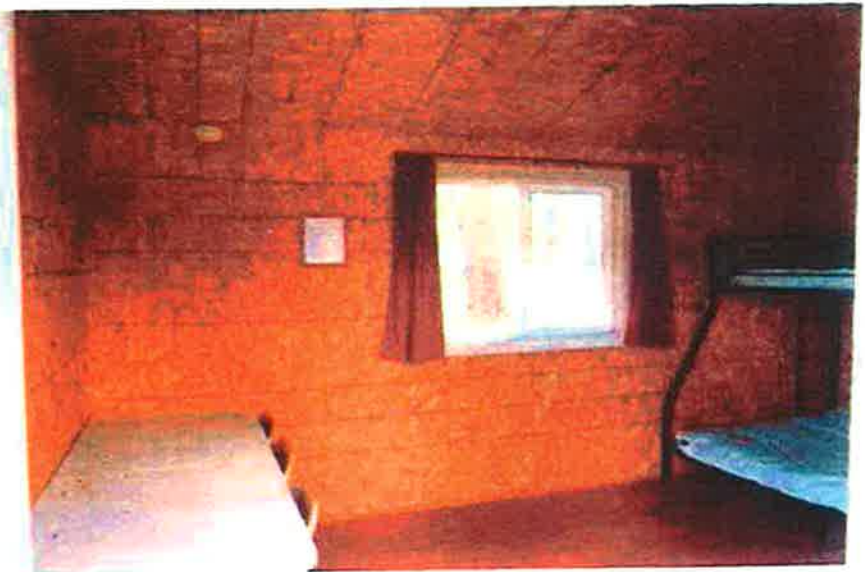
Two 16x10 stick built with
barbeque and propane
amenities at Cutsforth Park



Cabin A, 16x10 stick built with
barbeque and propane
amenities at Cutsforth Park



**Cabin B, 16x10 stick built with barbeque,
small front porch and propane amenities at
Cutsforth Park**



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

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

Anne Alleman is asking to reduce her hours from 40 per week to 24 per week. See attached letter. This change will allow Ms. Alleman to continue working up to 2020 without having to pay back social security payments. Both Ms. Alleman and Ms. Perches have worked to become more efficient in the use of their time, and in coordination of their job responsibilities. We propose to try this for 60 days and continue only if the work load is being completed. If it is not working Ms. Alleman will retire in August of this year and will help train her replacement before she retires.

2. FISCAL IMPACT:

This change will reduce the cost of pay and benefits for the county.

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

Attach additional background documentation as needed.

4-3-18

To Whom it may Concern:

I had asked to go back to part time (24 hrs a week) because of having to pay so much Social Security back as I was over the yearly limit for income. I checked into stopping my Social Security payments but because I am not retirement age I could not. I was hired originally for a part time position and had only agreed to go full time to help the Justice Court out. I had planned on working until at least 2020 or maybe longer as I really enjoy my job.

I feel that Gaby and I have a good system down and could get the work done if I was to go back to part time. She also agrees with me. I would request that we have a trial period to see how it works out and make sure that the work gets completed. If there is a problem with it, I will understand and will plan on retiring August 6, 2018.

I would appreciate your consideration for this request.

Thank you,

Anne Alleman





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

Item #
5f

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

Staff Contact: Matt Scrivner
Department: Public Works - ROAD
Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 4.18.2018

Recommend approval / Award Lexington Yard Building Foundation

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5-10 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Silver Creek Contracting LLC
Contractor/Entity Address: PO Box 994 Heppner, Oregon 97836
Effective Dates -- From: Through:
Total Contract Amount: \$ 229,728.30 Budget Line: 101-199-5-40-4409
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 4-12-18 Department Head Required for all BOC meetings
[Signature] Admin. Officer/BOC Office Required for all BOC meetings
J. Nelson email 4-19-18 County Counsel *Required for all legal documents
[Signature] 4/19/18 Finance Office *Required for all contracts; other items as appropriate.
[Signature] 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.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Advertising had been released on February 27 - due on March 22, 2018 advertised in the Tri Cities Herald, East Oregonian and the Heppner Gazette times. Opening of the bids was publicly opened on March 22, 2018 at 3:00pm.

Two bids presented.

Silver Creek Contracting LLC	\$229,729.30
T Bar Construction Inc.	\$388,049.00

Public Works reviewed and also Ferguson Surveying and Engineering reviewed for completeness and met all requirements.

2. FISCAL IMPACT:

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

Public Works recommends the award to go to Silver Creek Contracting for a contract of The Lexington Yard Building Foundation Project.

Attach additional background documentation as needed.

Roberta Lutcher

From: Matt Scrivner
Sent: Thursday, April 19, 2018 4:02 PM
To: Roberta Lutcher
Subject: FW: Foundation Sand Shed Building
Attachments: 2018 Lexington Yard Foundation Project Bidder's Packet.pdf; Silver Creek Contracting LLC Proposal.pdf

From: Justin Nelson
Sent: Thursday, April 19, 2018 1:03 PM
To: Sandra Pointer <spointer@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: FW: Foundation Sand Shed Building

Since the contract was the one that was included with the actual bidding packet, and has been used by the County and Ferguson in the past, it should be fine to go this time. Just make sure to include the bid packet and documents as contract attachments when it comes back before the BoC for signature in a few weeks.

-Justin

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

From: Sandra Pointer
Sent: Thursday, April 12, 2018 8:57 AM
To: Justin Nelson <jnelson@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Foundation Sand Shed Building

Justin

Would you mind reviewing this contract starting on page 18 and the packet that was submitted from the bidder. We are presenting to BOC the award of this bid on April 18th then will have a contract to them shortly after if possible.

Morrow County Public Works

INVITATION TO BID
For
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

Sealed Bids for the “**MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT**” will be received by the Morrow County Public Works Department, 365 West Highway 74 (P.O. Box 428), Lexington, Oregon, 97839, until 1:00 p.m. local time on Thursday, March 22, 2018. The bids will be publicly opened and read at the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, at 3:30 p.m. local time on Thursday, March 22, 2018. First Tier Subcontractor Disclosure Forms will be accepted until 3:00 p.m. on date of the bid opening.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing concrete footings, columns and walls as shown in the Project Plans titled “LEXINGTON YARD BUILDING FOUNDATION”. The contractor will construct the form work and provide, haul and place concrete reinforcing steel, building anchoring bolts and structural concrete according to the Project Plans. Morrow County Public Works Department will perform all site preparation, excavations and backfill as required.

The work will consist of, but may not be limited to, the following total estimated unit cost quantities:

Mobilization, Lump Sum, 1; Steel Reinforcing for Concrete, 59,500 Lbs; 1”dia x16” Anchor Bolts, 152 Ea.; Concrete for Footings (4000 psi), 290 Cu. Yds; Concrete for Walls & Columns (4000 psi), 150 Cu. Yds.

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500.

For additional information, questions or concerns, contact Sandi Pointer by e-mail at spointer@co.morrow.or.us or by phone at (541) 989-9500.

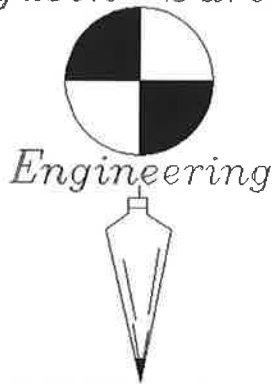
MORROW COUNTY is an equal opportunity employer.

Matt Scrivner
Morrow County Public Works Director.

**MORROW COUNTY
LEXINGTON YARD BUILDING
FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

BIDDER'S PACKET

Ferguson Surveying



*P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net*



Morrow County Public Works
365 West Hwy. 74, P.O. Box 428
Lexington, OR 97839
Phone 541-989-9500

INDEX
For
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

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INVITATION TO BID
For
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

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MORROW COUNTY is an equal opportunity employer.

Matt Scrivner
Morrow County Public Works Director.

INFORMATION FOR BIDDERS

MORROW COUNTY (Agency), will receive sealed bids for the “**MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT**”, as shown in the INVITATION TO BID. Each bid shall be submitted in a sealed envelope labeled “**BID FOR: “MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT”**” and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel”.

Sealed bids may be delivered in person to the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, 97839, phone (541) 989-9500 for hours. Bids may be mailed to the Morrow County Public Works Department, P.O. Box 428, Lexington, Oregon, 97839. If sent by mail or other carrier, the sealed bid envelope shall be contained within another envelope.

First-Tier subcontractor disclosure will be required for this project. The First-Tier sub-contractor disclosure form must be submitted either in its bid submission or in a separate sealed envelope within two (2) working hours of the advertised bid closing date and time (see disclosure deadline on the Sub-Contractor Disclosure form). If the disclosure form is included in the bid submission, “**First Tier Subcontractor Disclosure Form Enclosed**” must be marked on the outside of the envelope. If the First Tier Subcontractor Disclosure Form is submitted separately from the bid submission, the enveloped shall be labeled **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM, FOR: “MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT”**, and shall bear on its face the full name of the Bidder with the Bidder’s return address and Oregon Construction Contractors Board Registration Number.

All bids shall be made on enclosed **BID SCHEDULE** form. All blank spaces for bid prices shall be filled in, in ink or typewritten, and the bid schedule form shall be fully completed and executed when submitted. Only one copy of the bid form is required. Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidder shall also enter the Total Bid Amount obtained by adding the sub-totals of all Items in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed. A conditional or qualified bid will not be accepted.

This project is subject to ORS 279C.800 to 279C.870 (Prevailing Wage Rates).

Once submitted, bids may be modified in writing prior to the scheduled closing date and time for the acceptance of bids as stated in the INVITATION TO BID. Changes must be submitted in sealed envelope labeled “**REVISIONS TO BID, MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT**” and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel”. The bidder shall include a statement, on the Contractor’s company letterhead, signed by an authorized officer, stating that the revised bid submittal supersedes or modifies the prior bid. The Agency shall not accept modifications over the telephone, by fax or e-mail. This does not eliminate a third party hand delivering a revised or modified bid.

Any bid may be withdrawn prior to the scheduled closing date and time for the acceptance of bids set forth in the INVITATION TO BID. A Bidder may withdraw its bid after it has been delivered to the AGENCY’s Office, provided that:

- The written withdrawal request is submitted, in person, on the Bidder’s letterhead and includes the name of the project (MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT).

- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request;
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Agency and the Bidder.

Each Bidder shall inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the project plans and this document (including all addenda).

Each Bidder shall satisfy himself/herself of the accuracy of the estimated quantities in the bid schedule. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be performed. A successful Bidder shall not be relieved of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. The failure or omission of the Bidder to examine any form, instrument or document, or to visit the site, shall in no way relieve the Bidder from any obligation in respect to the bid.

This document and the project plans contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract. Any supplemental instructions shall be in the form of written addenda to the contract documents which, if issued, shall be posted on the web site listed in the Invitation to Bid and e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than 72 hours prior to the date fixed for submittal of bids. Failure of any Bidder to receive any such addenda shall not relieve such Bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents. It is the responsibility for all prospective Bidders to verify if addenda have been issued for the project by contacting the Morrow County Public Works Department at (541) 989-9500.

Each bid shall be accompanied by a bid bond or certified check payable to the Agency for ten percent (10%) of the total amount of the bid. As soon as the bid prices have been compared, the Agency will return the certified checks, if any, of all except the three lowest responsible Bidders. When the agreement is executed the certified checks, if any, of the two (2) remaining unsuccessful Bidders will be returned. The bid bond or check of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which a check, if any, will be returned.

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder's Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

A performance bond and a payment bond, each in the amount of 100 percent (100%) of the total bid price with a corporate surety approved by the Agency, shall be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds, payment bonds and performance bonds shall file with each bond a certified and

effective dated copy of their power of attorney.

The party to whom the contract is awarded shall be required to execute the agreement and obtain the performance bond and payment bond and provide the required certificate of insurance within fourteen (14) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary agreement, certificate of insurance and bond forms. In case of failure of the Bidder to execute the agreement and other required documents, the Agency may, at the Agencies option, consider the Bidder in default, in which case the bid bond accompanying the bid shall become the property of the Agency.

The Agency, within twenty (20) calendar days of receipt of the acceptable performance bond, payment bond, certificate of insurance and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Agency not execute the agreement within such period, the bidder may by written notice withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Agency.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Agency. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Agency and Contractor.

Bidder must agree to commence work on or after the START WORK DATE to be specified in a written "Notice to Proceed" of the Agency and to fully complete the project within ninety (90) consecutive calendar days thereafter. Liquidated Damages for this project for failure to complete the project within the time period specified, or an adjusted Contract Time, will be \$250.00 per calendar day.

The Agency may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. The Agency reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Agency that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Said investigation shall be as per ORS 279C.375. The low Bidder shall supply the names and addresses of all material suppliers and subcontractors when requested to do so by the Agency.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Bid items calling for unit prices show estimated quantities of work to be performed. These quantities, although shown with as much accuracy as possible, are approximate and are for BIDDING purposes only. Payment to the Contractor shall be made on the WORK actually performed by the Contractor. The Agency reserves the right to increase or decrease by one hundred percent (100%) the amount of these quantities on bid items amounting to less than twenty percent (20%) of the total Bid Amount as may be deemed necessary and by so doing will not invalidate the unit prices as listed in the bid. In addition, if either the total cost of the work, using original bid quantities and unit prices, or the total quantity of any bid item amounting to more than twenty percent (20%) of the total bid changes by more than thirty percent (30%), then the part of the increase or decrease exceeding thirty percent (30%) shall be adjusted as the parties agree.

Award of the contract will be made to the lowest responsible Bidder, for the TOTAL BID AMOUNT shown on the BID SCHEDULE. The Agency may reject any bid not in compliance with the prescribed requirements, and may waive any informalities and minor defects in any and all bids and may reject any and all bids upon finding by the Agency it is in the public interest to do so. If the lowest bid submitted by a responsible Bidder exceeds the amount of funds estimated by the Agency as available to finance the contract, the Agency may reject all bids or may award the contract.

A responsive bid shall be defined as complying with all conditions set forth in the contract documents, including submitting the following items:

- 1) A completed and signed Project Proposal
- 2) A completed and signed Bid Proposal
- 3) A completed and signed Bid Schedule
- 4) A properly executed Bid Bond or certified check in the amount of ten percent (10%) of the total amount of the bid;
- 5) A completed and signed First Tier Subcontractor Disclosure Form.
- 6) A completed and signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS).

The bid, bid bond, and other forms as required at the bid opening are bound in these contract documents for the convenience of the Bidder.

ENVIRONMENTAL AND NATURAL RESOURCES

Pursuant to ORS 279C.525, the agencies listed below may have enacted ordinances or regulations which deal with the prevention of environmental pollution or the preservation of natural resources. The Contractor shall comply with any ordinances or regulations enacted or adopted by these agencies.

FEDERAL AGENCIES:

Dept of Agriculture
Forest Service
Soil Conservation
Dept of Defense
Army Corps of Engineers
Environmental Protection Agency Department of Interior
Bureau of Sport Fisheries and Wildlife
Bureau of Outdoor Recreation
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation Dept. of Labor
Occupational Safety and Health Administration Dept. of Transportation
Coast Guard
Federal Highway Administration

STATE AGENCIES:

Dept. of Agriculture
Dept. of Environmental Quality
Dept of Fish and Wildlife
Dept. of Forestry
Dept. of Geology and Mineral Industries
Dept. of Human Resources
Land Conservation and Development Commission
Soil and Water Conservation Commission
State Land Board
Water Resources Dept.

LOCAL AGENCIES:

Morrow County Public Works Department
Rural Fire Protection District
Other Special Districts

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE “MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT”, AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER’S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: _____

Address: _____

Phone: _____

Oregon Construction Contractors Board Registration Number: _____

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the “MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT”, for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Project Plans and specified in the Bidder’s Packet and Contract Documents that are on file at the MORROW COUNTY PUBLIC WORKS DEPARTMENT, 365 West Highway 74, Lexington, Oregon, 97839, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.

3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.
5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE: _____ DATE: _____

BID PROPOSAL
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

Proposal of _____, hereinafter called "BIDDER",
organized and existing under the laws of the State of OREGON, doing business as

(Bidder's Company Name)

to **MORROW COUNTY** by and through **THE MORROW COUNTY PUBLIC WORKS DEPARTMENT**, Lexington, Oregon, hereinafter called "AGENCY".

In compliance with the INVITATION TO BID, BIDDER hereby proposes to perform all WORK for the construction of the "**MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT**", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule. BIDDER further agrees to pay liquidated damages as indicated in the INFORMATION TO BIDDERS.

BIDDER SIGNATURE: _____ DATE: _____

**BID SCHEDULE
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum	1	\$ _____	\$ _____
2	Steel Reinforcement for Concrete	Lbs	59,500	\$ _____	\$ _____
3	1" dia x 16" Galv. Anchor Rod with nuts and washers	Each	152	\$ _____	\$ _____
4	Concrete for Footings (4000 psi)	Cu. Yds.	290	\$ _____	\$ _____
5	Concrete for Wall/Columns (4000 psi)	Cu. Yds.	150	\$ _____	\$ _____
TOTAL BID AMOUNT					\$ _____

By: _____
Signature

Company Name: _____

Print Name: _____

Mailing Address: _____

Title: _____

Telephone: _____

Oregon CCB No.: _____

BID BOND
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____, herein after called the "PRINCIPAL",

and _____,
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____ in the state of
_____ and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS
DEPARTMENT, herein after called the "OBLIGEE", in the penal sum of
_____ dollars (\$ _____),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present.

The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith
submitting a bid proposal for "**MORROW COUNTY LEXINGTON YARD BUILDING
FOUNDATION PROJECT**", said bid proposal by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract
Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL
shall fail to execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the
OBLIGEE the penal sum as liquidated damages.

Signed and Sealed this _____ day of _____, 2018

PRINCIPAL

By

Surety

By Attorney-in-fact

(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

As Per OAR 137-040-0017

BID CLOSING DATE & TIME: March 22, 2018 at 1:00 p.m.

DISCLOSURE DEADLINE: March 22, 2018 at 3:00 p.m.

BID OPENING: March 22, 2018 at 3:30 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Phone No.: _____

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, _____, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number _____ allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a ____ [Non-resident] ____ [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. () Yes () No

Bidder Signature: _____ Date: _____

Title: _____

**DO NOT FILL OUT THE FOLLOWING CONTRACT AND
CERTIFICATION OF WORKER'S COMPENSATION
COVERAGE FOR BIDDING**

BID FOR: MORROW COUNTY LEXINGTON YARD
BUILDING FOUNDATION PROJECT

BIDDER:
SILVER CREEK CONTRACTING LLC
PO BOX 994
HEPPNER, OR 97836
OREGON CCB NUMBER: 202075

TO BE OPENED ONLY BY AUTHORIZED
PERSONNEL

*First Tier Subcontractor Disclosure Form
Enclosed*

3/22/18
12:40 PM
SD

\$ 229,728.30

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT", AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER'S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: Silver Creek Contracting LLC

Address: PO BOX 994
Heppner, OR 97836

Phone: (541) 626-2060

Oregon Construction Contractors Board Registration Number: 202075

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the "MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT", for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Project Plans and specified in the Bidder's Packet and Contract Documents that are on file at the MORROW COUNTY PUBLIC WORKS DEPARTMENT, 365 West Highway 74, Lexington, Oregon, 97839, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT, to the terms and prices herein submitted.

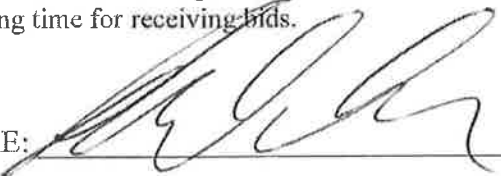
1. The undersigned contractor has examined all of the project plan and drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.

3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.
5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE:  DATE: 3/22/18

BID PROPOSAL
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

Proposal of Silver Creek Contracting LLC, hereinafter called "BIDDER", organized and existing under the laws of the State of OREGON, doing business as

Silver Creek Contracting LLC
(Bidder's Company Name)

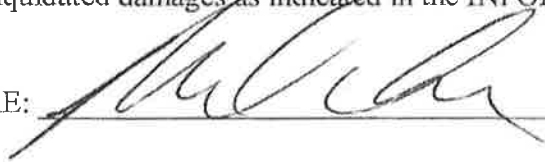
to **MORROW COUNTY** by and through **THE MORROW COUNTY PUBLIC WORKS DEPARTMENT**, Lexington, Oregon, hereinafter called "AGENCY".

In compliance with the INVITATION TO BID, BIDDER hereby proposes to perform all WORK for the construction of the "**MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT**", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule. BIDDER further agrees to pay liquidated damages as indicated in the INFORMATION TO BIDDERS.

BIDDER SIGNATURE:



DATE:

3/22/18

**BID SCHEDULE
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum	1	\$ <u>7,524.00</u>	\$ <u>7,524.00</u>
2	Steel Reinforcement for Concrete	Lbs	59,500	\$ <u>0.94</u>	\$ <u>55,930.00</u>
3	1" dia x 16" Galv. Anchor Rod with nuts and washers	Each	152	\$ <u>12.05</u>	\$ <u>1,831.60</u>
4	Concrete for Footings (4000 psi)	Cu. Yds.	290	\$ <u>310.73</u>	\$ <u>90,111.70</u>
5	Concrete for Wall/Columns (4000 psi)	Cu. Yds.	150	\$ <u>495.54</u>	\$ <u>74,331.00</u>
TOTAL BID AMOUNT					\$ <u>229,728.30</u>

By: 
Signature

Print Name: Michael Duncan

Title: Owner

Telephone: (541) 626-2060

Company Name: Silver Creek Contracting LLC

Mailing Address: PO BOX 994

Heppner, OR 97836

Oregon CCB No.: 202075

BID BOND
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

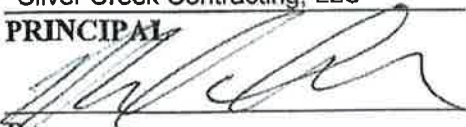
KNOW ALL MEN BY THESE PRESENTS, THAT Silver Creek Contracting, LLC
_____, herein after called the "PRINCIPAL",

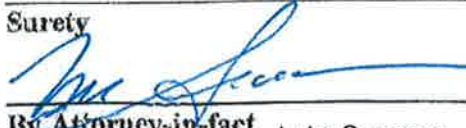
and Nationwide Mutual Insurance Company
a corporation duly organized under the laws of the State of Ohio, having its
principal place of business at 1100 Locust St., Dept 2006, Des Moines, IA 50391-2006 in the state of
Iowa and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS
DEPARTMENT, herein after called the "OBLIGEE", in the penal sum of
-----Ten Percent of Total Amount Bid----- dollars (\$ --10% of Bid--),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present.

The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith
submitting a bid proposal for "MORROW COUNTY LEXINGTON YARD BUILDING
FOUNDATION PROJECT", said bid proposal by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract
Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL
shall fail to execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the
OBLIGEE the penal sum as liquidated damages.

Signed and Sealed this 21st day of March, 2018

Silver Creek Contracting, LLC
PRINCIPAL

By _____

Nationwide Mutual Insurance Company
Surety

By **Attorney-in-fact** Luke Swanson
(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

LUKE SWANSON

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

----ONE MILLION AND NO/100THS----

\$ 1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Barry T. Bassis

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of March, 2018.

This power of attorney expires: April 30, 2019

Parag H. Shah
Assistant Secretary



**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

As Per OAR 137-040-0017

BID CLOSING DATE & TIME: March 22, 2018 at 1:00 p.m.

DISCLOSURE DEADLINE: March 22, 2018 at 3:00 p.m.

BID OPENING: March 22, 2018 at 3:30 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
Not Applicable		

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Silver Creek Contracting LLC

Phone No.: (541) 626-2060

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, Silver Creek Contracting LLC, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number 202075 allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a [Non-resident] [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. Yes No

Bidder Signature: _____

Date: 3/22/18

Title: Owner

T BAR CONSTRUCTION INC.

69047 WILSON LANE

BOARDMAN, OR 97818

PCB # 196446

TO BE OPENED ONLY BY AUTHORIZED PERSONNEL

3/22/18 —
11:45 A.M.
[Signature]

BID FOR: MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM ENCLOSED

4
388.049⁰⁰

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT", AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER'S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: T BAR CONSTRUCTION INC.

Address: 69047 WILSON LANE
BOARDMAN, OR 97818

Phone: 541-481-3032

Oregon Construction Contractors Board Registration Number: 196446

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the "MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT", for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Project Plans and specified in the Bidder's Packet and Contract Documents that are on file at the MORROW COUNTY PUBLIC WORKS DEPARTMENT, 365 West Highway 74, Lexington, Oregon, 97839, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.

3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.
5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE:  DATE: 3/22/18

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, T BAR CONSTRUCTION INC., certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number 196446 allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a ___ [Non-resident] [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. Yes No

Bidder Signature:  Date: 3/22/18

Title: PRESIDENT

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

As Per OAR 137-040-0017

BID CLOSING DATE & TIME: March 22, 2018 at 1:00 p.m.

DISCLOSURE DEADLINE: March 22, 2018 at 3:00 p.m.

BID OPENING: March 22, 2018 at 3:30 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
HERMISTON ROCK PRODUCTS	\$48400.00	CONCRETE
BRUNDAGE BONE CONCRETE PUMPING	\$6600.00	CONCRETE PUMPING
CONCRETE SPECIAL TIES	\$43435.00	REBAR

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): T BAR CONSTRUCTION INC.

Phone No.: 501-377-4619

**BID SCHEDULE
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum	1	\$ <u>9634.00</u>	\$ <u>9634.00</u>
2	Steel Reinforcement for Concrete	Lbs	59,500	\$ <u>1.73</u>	\$ <u>102935.00</u>
3	1" dia x 16" Galv. Anchor Rod with nuts and washers	Each	152	\$ <u>55.00</u>	\$ <u>8360.00</u>
4	Concrete for Footings (4000 psi)	Cu. Yds.	290	\$ <u>378.00</u>	\$ <u>109620.00</u>
5	Concrete for Wall/Columns (4000 psi)	Cu. Yds.	150	\$ <u>1050.00</u>	\$ <u>157500.00</u>
TOTAL BID AMOUNT					\$ <u>388049.00</u>

By: 
Signature

Print Name: TRACY R. McCLURE

Title: PRESIDENT

Telephone: 541-377-4619

Company Name: T BAR CONSTRUCTION INC.

Mailing Address: 69047 WILSON LAKE

BEARDMAN, OR 97818

Oregon CCB No.: 196446

INVITATION TO BID
For
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018

Sealed Bids for the “**MORROW COUNTY LEXINGTON YARD BUILDING FOUNDATION PROJECT**” will be received by the Morrow County Public Works Department, 365 West Highway 74 (P.O. Box 428), Lexington, Oregon, 97839, until 1:00 p.m. local time on Thursday, March 22, 2018. The bids will be publicly opened and read at the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, at 3:30 p.m. local time on Thursday, March 22, 2018. First Tier Subcontractor Disclosure Forms will be accepted until 3:00 p.m. on date of the bid opening.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing concrete footings, columns and walls as shown in the Project Plans titled “**LEXINGTON YARD BUILDING FOUNDATION**”. The contractor will construct the form work and provide, haul and place concrete reinforcing steel, building anchoring bolts and structural concrete according to the Project Plans. Morrow County Public Works Department will perform all site preparation, excavations and backfill as required.

The work will consist of, but may not be limited to, the following total estimated unit cost quantities:

Mobilization, Lump Sum,1; Steel Reinforcing for Concrete, 59,500 Lbs; 1”dia x16” Anchor Bolts, 152 Ea.; Concrete for Footings (4000 psi), 290 Cu. Yds; Concrete for Walls & Columns (4000 psi), 150 Cu. Yds.

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Public Works Department at (541) 989-9500.

For additional information, questions or concerns, contact Sandi Pointer by e-mail at spointer@co.morrow.or.us or by phone at (541) 989-9500.

MORROW COUNTY is an equal opportunity employer.

Matt Scrivner
Morrow County Public Works Director.

**CONTRACT
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

THIS CONTRACT, made and entered into in duplicate, this _____ day of _____, 2018 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and _____, hereinafter called "Contractor".

Federal Tax ID No.

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith and the BID SCHEDULE containing the contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into

consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency shall be ninety (90) calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, Liquidated Damages shall be paid at the rate \$250.00 per calendar day.

MORROW COUNTY

CONTRACTOR

By: _____
Don Russell, Chair
Morrow County Board of Commissioners

By: _____

By: _____
Jim Doherty, Commissioner
Morrow County Board of Commissioners

Title: _____

By: _____
Melissa Lindsay, Commissioner
Morrow County Board of Commissioners

IN WITNESS WHEREOF, The parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

**MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

CERTIFICATION OF WORKERS COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers, Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or other authorized insurer.)

Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated _____ 2018

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810

**PREVAILING WAGE RATES
FOR
MORROW COUNTY
LEXINGTON YARD BUILDING FOUNDATION PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
March , 2018**

The Prevailing Wage Rates for this project, effective January 1, 2018, are available at The Oregon Bureau of Labor and Industries web site:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.

ROAD REPORT APRIL 2018

IONE-BOARDMAN: The crew has completed preparations for the paving project on Lone-Boardman. Paving is scheduled for this summer.

CLARKS PIT: Crew members have cleaned up our pit on Clarks Canyon. Decades of rubble and fill have been cleaned up and organized for the purpose of storing materials and equipment and allow room for future rock crushing. The fence and entrance gates have been updated or replaced for security.

Lexington Airport: Our new Working Foreman has begun the taxi extension project. Materials are being tested and collected. We break ground this week.

North Transfer Station: Some of the crew worked to upgrade the lot. New fencing and gates are ready to be installed by ODOT. Since they built a new salt shed building on our property under a twenty-year lease, they have offered to fence the property for security at their expense.

SPRING BLADING: Spring blading continues around the county. The crew has been hauling road rock to areas where needed.

SAND MATERIAL REMOVAL: Our sweeping crew has completed sand removal on all county paved roads.

PERMITS: Listed below are permits applied for and approved for the month of April:

229/229a	905 Poleline Road	Farmland Reserves, LLC	Approach
230/230a	905 Poleline Road	Farmland Reserves, LLC	Approach

**Morrow County Health Dept.
BOC Quarterly Update
04/25/18**

Triennial Review

The review this time will be modified (some programs will be reviewed via phone) as we will be having our next review in August of 2019 to align travel with Umatilla's review. State program representatives will be reviewing each of the programs throughout the month of May with the Administrative portion (Admin, Civil Rights and Health Officer) scheduled in June to accommodate the reviewers schedule.

Immunization

Since the last touch base with BOC we have done two on-site immunizations clinics for Lamb Weston taking a variety of adult vaccinations to workers, in addition to Hepatitis B and A vaccine.

The State required that we by Immunization Data Loggers with Display outside of the refrigerator/freezer units for each site. This provides for checking of Temps without opening the units.

New portable refrigerator/freezer unit provided by the State for off site clinics. We utilized this unit for the 12 hr clinics at Lamb Weston. The unit worked really well, but is a bit cumbersome to transport.

Preparedness Update

All staff completed basic Incident Command training 100 and 700 classes accomplished onsite here at the Bartholomew Conf Rm.

The Morrow County School District conducted an Active Shooter exercise on 4/13. Public Health participated in the planning, and CARE Staff were staged in the school to see how the process might play out in a real event. I have not yet had a chance to hear specifics of the exercise other than CARE staff did not receive any Alerts or updates of the situation from school personnel.

Family Planning

The program is undergoing changes within the payment for services system.

Public Health Modernization

The three PH Mod positions have been hired: Callie (CD Investigator); Ashley (Data Analyst) and Nora (Communications and Outreach Liaison). The Regional Eastern Oregon Modernization Collaborative is continuing to move forward, with regular touch bases and we are exploring how to best utilize this resource to benefit our county. There is also a State wide learning collaborative meeting on April 26th in Bend.

CARE Team

EOCCO awarded the Morrow LCAC with a continuation grant of \$50,000 to support the CARE Team Nurse Case Manager. Grant period is for 3/15/18 – 3/14/19 crossing two fiscal years.

Home Visiting Programs

The CaCoon program supports children with disabilities from 0 – 21 years of age. Focus of the program is adding more emphasis on transition into adulthood. Utilizing the Shared Plan of Care (SPoC) process.

New RN in the other home visiting programs of Babies First/Nurse Family Partnership (NFP). The Babies First program is utilizing a similar approach as the NFP serving women prenatally and after delivery to the child's 2nd Birthday.

The NFP program is in collaboration with Umatilla County and we are in the process of creating a Contract vs MOU as we do not currently have one in place.

Medical Reserve Corp (MRC)/Emergency Preparedness

MRC – Will be traveling more this quarter to reach out to hospitals in other counties in her Region.

Alert Sense – Public Health attended training and have been provided administrative rights to utilize for staff. The system was utilized for Health Dept staff during the School exercise on 4/13.

Local Community Advisory Council (LCAC)/Blue Mountain Early Learning (BMEL) Hub

The LCAC and the Early Childhood Committee held their second joint meeting on April 12th to further enhance collaboration between early learning and healthcare.

Part Time Translator

Position continues Vacant



PO Box 338-- Heppner, Oregon 97836
(541) 676-5604 FAX (541) 676-9876

County Clerk

Bobbi A. Childers Ext. 5601
Deputy Clerk- Records
Theresa Crawford: Ext. 5600
Deputy Clerk- Elections
Kandy Boyd Ext 5603

April 23, 2018

RE: Draft Schedule of Dept Reports

Dear Commissioners,

My department is currently working on daily updates and changes in OCVR (Oregon Central Voters Registration) for updating prior to the May Primary. We currently have 6043 registered voters in Morrow County, I have attached a political party list for you, and it shows the numbers registered and their party affiliation.

I will once again be using ENR (Election Night Reporting) for the May election, I have been proofing my data on the public site prior to opening it to the public. I used the ENR for the January Special Election and received no calls that night. I have the links on our County Website and continue to add more information to our site and find it easy to work with.

I am currently working with the state on naming conventions in OCVR (Oregon Central Voter Registration) this will help our Election Night Reporting Statewide. The current measure is a prime example of why we need to have conventions that are similar, "Morrow County 4-H, Extension and Agricultural Research Service District", is just too big. I will probably need to ask them along with other districts to allow some need changes, when we put the District names on ballots. I would envision the new district to look more like "Morrow County Extension Service District", as that would work better on a ballot header.

We had the Secretary of State visit. I have a copy of the newspaper Secretary Richardson, which I will deliver when I have a training on the 31st of May in Salem.

Our election mailing will be going out on the 25th of April. The Primary will be on May 15, 2018. I am worried about the Circuit Court trial that is starting on the 14th, it could cause problems with parking and the noise from my office may be offensive to the Judge above my office. The machine is loud and I have extra bodies in my office.

My department continues to facilitate the opening and closing of the building along with being the zero number (operator) for all the county phone lines.

Regards,

A handwritten signature in cursive script that reads "Bobbi A Childers".

Bobbi Childers
Morrow County Clerk

Political Party Report

Parties : All

Code	Description	Reg Voters
DEM	Democrat	1244
REP	Republican	2060
LBT	Libertarian	41
PGP	Pacific Green	3
CON	Constitution	12
NAV	Nonaffiliated	2329
OTH	Other	48
WFP	Working Families Party of Oregon	25
IND	Independent Party	278
PRO	Progressive	3
AME	Americans Elect	0
Grand Total		6043



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

Human Resources

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

To: Morrow County Board of Commissioners

From: Karen Wolff, Human Resources Director

Date: April 20, 2018

Re: Human Resources Quarterly Report

Some of the highlights/lowlights from this quarter include:

January 20-31

- Continued to work with a Department Director on a Performance Improvement Plan.
- Continue discussions with Finance and County Administrator regarding reorganization of Finance and HR.
- Continue compiling data for Compensation Board meeting.
- Hired an RN!
- Attended HR training sponsored by Boardman Chamber.
- Posted OSHA 300 Log. Compiled data on work related injuries and time loss.
- Begin reviewing FTE packages.

February

- Assist SAIF investigator.
- Continue working with department regarding employee in crisis/FMLA. Work with Labor Counsel, CIS Pre-Loss Legal and Morrow County department.
- Continue to monitor two long term Work Comp claims.
- Work with County Administrator and Finance Director on FTE packages.
- Complete Compensation Board notebooks, deliver to Board members.
- Compensation Board meeting.
- Continue discussions with Finance and County Administrator regarding reorganization of Finance and HR.
- Presented EAP (Employee Assistance Program) to Public Health at staff meeting.
- Distribute new EAP program information to all eligible employees.
- Meet with County Administrator, County Counsel and Finance Director to finalize wage status of Surveyor.

March

- Attended CityCounty Insurance Services Annual Conference in Salem.
- One week Vacation.
- Assist with employee in crisis. Work with Labor Counsel, CIS Pre-Loss Legal and Morrow County Department.
- Department Director meeting. CIS presentation cancelled due to illness. Contacted Sheriff's Office to present Active Shooter training.

- Juvenile Probation Counselor orientation.
- Continue working with department regarding employee in crisis/FMLA. Work with Labor Counsel, CIS Pre-Loss Legal and Morrow County department.
- Continue to monitor two long term Work Comp claims.
- Continue to work with County Administrator and Finance Director on FTE packages.
- Continue discussions with Finance and County Administrator regarding reorganization of Finance and HR.
- Participate in Leadership Values meeting.
- Finalize Reclassifications.

April

- Continue working with department regarding employee in crisis/FMLA. Work with Labor Counsel, CIS Pre-Loss Legal and Morrow County department.
- Continue to monitor two long term Work Comp claims. Employees return to work, Modified Duty.
- Continue to work with County Administrator and Finance Director on FTE packages.
- Continue discussions with Finance and County Administrator regarding reorganization of Finance and HR.
- Meet with employee regarding all benefits available. Provide documents.
- Budget Hearings. Assist with prep. Attend.

Recruitments

- Patrol Deputy
- School Resource Officer
- Working Foreman
- Senior Maintenance Specialist
- Planning Outreach Coordinator

Monthly

- Send Anniversary Date Reminders
- Safety Committee
- Respond to Unemployment Claims
- Handle SAIF Claims
- Insurance claims
- Correspondence with Unions on various issues.
- Meet with employees and Department Directors as needed.
- Support County Administrator as needed.
- Support Commissioners as needed.
- Continue to update Human Resources page of county web site.

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

6e

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

April 25th, 2018

Re: County Surveyor's report.

Dear Morrow County Commissioners,

In my January report I commented on the statutes concerning necessary interference / destruction of land survey monuments and the legal requirement to protect those monuments. Since that last report in January, I have come across several instances where monuments that I personally know about have been destroyed by construction activities that happened within the last year. One monument was destroyed by the West Extension Irrigation District, one was paved over by the Morrow County Road Department, and several were destroyed by the recent installation of communications lines along Wilson Lane. I am planning to place the attached brochure on the County Surveyor's web page in an effort to educate the landowners of Morrow County concerning the importance of their corner marks and their need to protect them. In reality, it is the landowners who bear most of the financial damage when their marks are destroyed and they also have the greatest ability to defend those marks legally. It is also my hope to make this brochure available for distribution at the planning office and the road departments.

During the recent budget hearings, I explained that I was using the "microfilm services" line item to make the multiple copies of maps necessary to maintain viewable copies at Morrow County's current locations for public access to the survey records. After the budget meeting Mike Gorman suggested that we may be able to develop a process whereby I would be able to use the assessor's scanner/copier to print the necessary surveyors copies. Mike and I will be looking into how this might be accomplished as it appears that it would be beneficial for both offices to use this machine.

In February I obtained a copy of the county road files in digital form. Prior to receiving the electronic copy I had been reviewing these manually at the road department, so, having an electronic version has been very beneficial to the process of looking for olde surveys that can be found in the road files but were never recorded. In the process of this review I also discovered that there are a series of records that indicate a survey was performed but for which there is no record in either the road records or the county surveyor's records. I am currently working with the road master to try to track these surveys down as they would have a direct bearing on the location of the road right of way for the particular projects they were a part of.

Sincerely,

Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor.

PROPERTY CORNER MARKERS

THINGS YOU NEED TO KNOW



**FROM THE OFFICE OF THE
MORROW COUNTY SURVEYOR**

P.O. BOX G

PILOT ROCK, OREGON 97868

541-443-2922

WHAT IS A PROPERTY CORNER?

A property corner is an infinitely small point in space created by the legal action of law at the end of a line marking the limit of an owner's right to possess, use and enjoy their land.

WHAT IS A PROPERTY CORNER MARKER?

A property corner marker is any manner of physical object that represents the property corner. In land surveying terms, this physical object is called a monument. A monument can be natural such as a creek or a bluff, or it can be manmade such as a wooden stake, a wooden post, a steel pipe, an iron rebar, a railroad spike, a nail, a tack in a lead plug, an "x" chiseled in stone or concrete, a glass bottle, buggy or car axles, horse shoes, cast iron stove grates, and many more.

WHY IS THIS IMPORTANT TO ME?

In a tightly knit and happy family a person would know if their spouse's eyes are brown or blue or what foods they liked or if they had just had their hair cut. Even so, every property owner, to enjoy full and peaceful use and possession of their land, should know all of the distinct features that identify their property. In some properties the fences are on the line and in some they are not. (This is particularly true along road rights of way). Some property lines run down ditches or along the driveway or along the row of trees next to the fence, and some do not. Some properties have buildings or other structures over the lines and some do not. For some properties the corners have markers and some do not. Some markers are visible and some are buried.

CAN "NOT KNOWING" MY PROPERTY CAUSE ME PROBLEMS?

YES! When the lines and corners are not known it is possible that someone else may build on or take some other form of use of your property (or you theirs). This situation is particularly prevalent when the property has never been marked, or when the marks have been destroyed by excavation. When discovered, these problems usually cost the price of an expensive land survey (\$1500 and up) and can cost much more in the form of legal battles over the location of the actual boundary and possession of the land. And, in certain circumstances, you may even lose ownership of a part of your property.

WHAT CAN I DO TO PROTECT MYSELF?

KNOW YOUR PROPERTY RIGHTS! The subject of property rights can be quite complex. A landowner can do a lot to educate themselves in this area, but property rights issues are normally best handled with the advice of a competent attorney.

KNOW YOUR PROPERTY! Every property owner should do their best to understand the legal description of their property and where the boundaries physically are on the land. Properties

are as different from one another as people are and there are a variety of ways to describe a property. There are many good books on the subject of descriptions but asking a land surveyor may be the quickest way to learn.

AND KNOW YOUR PROPERTY MARKERS! **PROPERTY MARKERS ARE PROTECTED BY LAW.**

The Oregon Revised Statutes "ORS" provide in part:

ORS209.140(1)

Any person or public agency that finds it necessary to interfere with or pave over any established public land survey corner or accessories for any reason, shall notify the county surveyor prior to the interference, who shall lower and witness the monument, or place another monument and witness over the existing monument or reference and replace or set a witness monument, as the case may demand.....

ORS209.150 (1)

Any person or public agency removing, disturbing or destroying any survey monument of record in the office of the county surveyor or county clerk shall cause a registered professional land surveyor to reference and replace the monument within 90 days of the removal, disturbance or destruction.....

ORS209.990 (1)

1) The costs of the reestablishment of the corner or witness monument may be recovered in a civil action together with costs and attorney fees for the prevailing party. (2) A person may obtain injunctive relief to prevent further disturbance or destruction of survey monuments....

The greatest danger to property markers are excavators. These include fence builders, power, phone, water, or other utility companies, road maintenance activities, farm machinery trying to eliminate weeds along the roads, just to name a few. Some may know the marks are there and some may not. When an excavator breaks the phone, power, or other utility lines, people know it quickly. However, when an excavator destroys your corner marker, nothing stops working so you may not know it for a very long time. If you can show the excavator is the one who destroyed your marker (or markers), you can make them pay to replace them. However, if you don't catch them, YOU will pay when the time comes to replace the marks.

YOU are your best defense. Know if your property corners are marked and with what monument. This information can be found by asking prior land owners, neighbors, and the County Surveyor's Office. And if you see excavation activities happening in the area around your property corners, ask the excavator to avoid them or to comply with the statutes by having a surveyor provide the protection duties required by law.

And remember, good markers make for good neighbors.



ENERGY FACILITY SITING COUNCIL

Energy Facility Siting Council Meeting Notice and Agenda

Columbia Gorge Discovery Center
5000 Discovery Drive
The Dalles, OR

Friday, April 27, 2018 – 8:30 a.m.

Please Note: Every effort will be made to consider items as they are indicated. However, the Council agenda and the order of agenda items are subject to change.

Friday, April 27

A. Consent Calendar (Information and Action Items) – Approval of minutes; Council Secretary Report and other routine Council business.

B. Eugene to Medford Transmission Line, Amendment Request Consultant Appointment (Action Item) – Maxwell Woods, Senior Policy Advisor. Council will consider appointing a consultant to support the technical review of the Request for Amendment 4 to the Eugene to Medford Transmission Line site certificate (Sams Valley Reinforcement Project).

C. [9:00 a.m.] Golden Hills Wind Project, Informational Hearing on Transfer Request (Information Item) – Chase McVeigh-Walker, Siting Analyst. The Council will hold an informational hearing regarding the transfer of ownership of the Golden Hills Wind Project site certificate from Orion Renewable Energy Group to Pacific Wind Development LLC, a subsidiary of Avangrid Renewables. The facility has not been constructed. The Council will accept public comments during the hearing only regarding the transfer request. The hearing begins at 9:00 a.m. The informational hearing is not a contested case hearing. The Council will make its decision on the transfer request under Agenda Item D or at a future Council meeting.

D. Golden Hills Wind Project, Proposed Order on Request for Amendment 4 and Request to Transfer (Action Item) – Chase McVeigh-Walker, Siting Analyst. The Council will consider the Proposed Order on Request for Amendment 4 of the Golden Hills Wind Project site certificate. The public comment period and deadline for requesting a contested case closed on April 2, 2018, and an informational hearing on the transfer was held under Agenda Item C. The certificate holder's amendment request and the Department's proposed order can be found on the Department's website at <http://www.oregon.gov/energy/facilities-safety/facilities/Pages/GHW.aspx>

Break

E. Biennial Energy Report (Information Item) – Janine Benner, Director, Oregon Department of Energy. The Council will receive an update on Oregon Department of Energy activities.

F. The Climate Trust Update (Information Item) – Sheldon Zakreski, Chief Operating Officer, The Climate Trust. The Council will receive a presentation about The Climate Trust Board and Oregon Offset Committee.

G. Public Comment – This time is reserved for the public to address the Council regarding any item within the Council’s jurisdiction that is not otherwise closed for comment.

Break

H. [WORKING LUNCH] Boardman to Hemingway Transmission Line, Project Update (Information Item) – Kellen Tardaewether, Senior Siting Analyst. The Council will receive an update regarding the Boardman to Hemingway Transmission Line site certificate application.

I. Rulemaking: Carbon Dioxide, Phase II – (Action Item) – Jason Sierman, Rulemaking Coordinator. After receiving an update on this rulemaking project, Council may authorize staff to file official public notice. The purpose of this rulemaking project is to evaluate, and potentially modify, the Council’s CO2 emissions standards. The CO2 emissions standards apply to base load gas plants, non-base load power plants, and certain non-generating energy facilities. The update to Council will include a summary of staff’s research to find the most efficient combined-cycle combustion turbine energy facility operating in the United States, and a summary of any input received to date from the Rulemaking Advisory Committee.

Break

J. The Climate Trust Board, Appointments (Action Item) – Todd Cornett, Assistant Director/Council Secretary. The Council will consider potential appointees to The Climate Trust Board.

K. Public Comment – This time is reserved for the public to address the Council regarding any item within the Council’s jurisdiction that is not otherwise closed for comment.

Adjourn

Anticipated Future Energy Facility Siting Council Meetings: May 24-25, 2018; June 28-29, 2018; July TBD; Aug. 23-24, 2018; Sept. 27-28, 2018; Oct. 25-26, 2018; Nov. 15-16, 2018; Dec. 13-14, 2018. Locations to be determined.

To participate by teleconference please call toll-free: 1-877-873-8017 and enter code 799345.

To register for the meeting's webinar:

<https://connect9.uc.att.com/service32/meet/?ExEventID=8799345>

To prepare in advance for the conference (for all devices):

<https://connect9.uc.att.com/service32/Prepare/>

Meeting Materials associated with the agenda items are available at:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Council-Meetings.aspx>

Requests to the Council to Address an Issue:

Pursuant to Oregon Administrative Rule 345-011-0035, the public may ask the Council formally to address relevant issues within the Council's jurisdiction at future meetings. Please be sure to include information about why the issue should be on the agenda. Your request must be in writing and received at least 14 days before the Council meeting.

To ask the Council to address an issue, call or write:

EFSC Secretary

Toll-Free (in Oregon): 1-800-221-8035

Energy Siting Division/ODOE

Phone: 503-378-8328

550 Capitol St. NE

<http://www.oregon.gov/energy/facilities-safety/facilities>

Salem, OR 97301-3737

Americans with Disabilities Act: The Oregon Department of Energy will make reasonable accommodations upon request. Please contact us at least 72 hours before the meeting. Call Esther Kooistra at 503-378-3895; Fax 503-373-7806, or toll free in Oregon at 800-221-8035. TTY users should call the Oregon Relay Service at 711.