

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 5, 2019 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

1. **Call to Order and Pledge of Allegiance:** 9:00 a.m.
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Accounts Payable, May 30th & June 6th; Manual Check Run, May 21st, STF Loop Drivers, \$2,100; Two Payroll Payables, May 15th, \$580.15 & May 21st, \$167,709.06
 - b. Minutes: May 8th; May 15th; May 22nd
 - c. Tenth and Eleventh Amendments to Oregon Health Authority 2017-2019 Agreement for the Financing of Public Health Services
 - d. Contract with Blue Line Transportation Co. Inc., supply & delivery of asphalt emulsion, and asphalt distributor trucks with qualified operators
 - e. Agreement for Engineering Aviation Project Services, Century West Engineering
 - f. Mapping Maintenance Contract with the Department of Revenue
5. **Legislative Updates**
6. **Department Reports**
 - a. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
7. **Business Items**
 - a. Order No. OR-2019-10, Authorizing Treasurer to Invest Funds (Gayle Gutierrez)
 - b. Wildhorse Foundation Grant Agreement, Public Health Department (Sheree Smith, Director)
 - c. Purchase Pre-Authorization Request, Public Health Department, Generator, \$42,278 (Sheree Smith)
 - d. Knowledge Capital Alliance, Software Service Agreement, Public Health Department (Sheree Smith)
 - e. Operation OX 2019 After Action Report (Shelley Wight, Emergency Preparedness Coordinator, Public Health Department)
 - f. Reclassification Request Update (Karmen Carlson, Human Resources Director)
 - g. Appeal Committee for Reclassification Requests (Karmen Carlson)
 - h. Commercial "Through the Fence" Airport Access Agreement with John L. Boyer (Sandi Pointer, Public Works)
 - i. Award bid, Fence Construction Services (Sandi Pointer, Public Works)
 - j. Award bid, Willow Creek Road Signing Project (Matt Scrivner, Public Works Director)
 - k. R-2019-11, Declaring June 12th as Larry Lindsay Day in Morrow County
 - l. Irrigon Building Update (Darrell Green, Administrator)
8. **Department Reports, continued**
 - a. Administrator's Monthly Report (Darrell Green)
 - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)

- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Signing of documents**
- 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, Administrator at (541) 676-2529.

**Morrow County Board of Commissioners Meeting Minutes
May 8, 2019
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon**

Present

Chair Jim Doherty

Kate Knop, Finance Director

Commissioner Melissa Lindsay

Richard Tovey, County Counsel

Commissioner Don Russell

Roberta Lutcher, Executive Assistant

Darrell J. Green, Administrator

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: Commissioner Lindsay offered congratulations to the Heppner Mustang Golf Teams, Girls and Boys, for winning at the District Tournament. She specifically mentioned the coach for the Girls Team, Matt Scrivner, Public Works Director.

Consent Calendar

Commissioner Lindsay requested to remove the Accounts Payable.

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

1. *Minutes: April 3rd & 10th*
2. *Draft of the Audit Services Request for Proposals for a Certified Public Accountant firm to conduct the Financial and Compliance Audits for the County for fiscal years ending June 30, 2019 through June 30, 2021.*
3. *Out-of-State Travel Request from the Finance Director to attend Government Finance Officers Association Annual Conference in California*

Commissioner Russell seconded. Unanimous approval.

Accounts Payable

Commissioner Lindsay asked about a toaster oven purchase of \$93.49.

Finance Director Kate Knop said her office was researching the purchase by the Sheriff's Office because it's not the standard practice of the County to purchase appliances. They are still following-up with questions, she said.

Commissioner Lindsay said with that explanation and the additional research, she moved to approve the Accounts Payable, May 9th, \$174,877.21; Four Manual Check Runs: April 24th, \$518.87; April 29th, Retirement Taxes, \$173 & \$5,000; Community Bank, \$189,997.60.

Commissioner Russell seconded. Unanimous approval.

Discussion Concerning Purchase by Sheriff's Office

Sheriff Ken Matlack

Undersheriff John Bowles
Communications Lieutenant Kristen Bowles
Communications Sergeant Sarah Smith

Sheriff Matlack said he approved the purchase of the toaster oven because those types of things have always been provided in the break room and are part of doing business. In addition, he said dispatchers cannot leave the facility, which is more critical during swing shift than night shift. Maybe it's not something all departments do, but it's something the Sheriff's Office does and he said he didn't know why it was being questioned.

Commissioner Lindsay said when she reviewed the APs, she did not have access to the list of billing codes by department, nor could she view any of the details. She said when she has questions, she usually contacts the Finance Department in advance of the meeting but for various reasons, that did not happen this time. As one of six people whose signatures certify the APs, she said she takes that seriously, and that her questions help her to be prepared when members of the public, in turn, ask her questions.

Ms. Knop said the purchase was coded to the 911 Emergency Fund, Office Supplies, but historically items such as this have not been paid by taxpayer dollars. Perhaps this is an opportunity to revisit this issue to determine what the Board wants to accept for break rooms and standardize what we provide in break rooms, especially with the upcoming north end building project, she said. Continuing, she said, the break room in the Bartholomew Building has appliances purchased by individuals and by groups of employees who shared the costs. The group purchases were made with the understanding when an employee leaves, he or she lets go of interest in the item.

Sgt. Smith said the Sheriff's Office has two employees in dispatch with dietary restrictions who can't use a microwave because it "rubberizes" the food and they can't digest it.

Commissioner Russell said the County needs to determine what will be basic equipment in break rooms and standardize it throughout the County.

Chair Doherty agreed with Commissioner Russell and said questions have to be asked, no matter the department. Discussions are valid and welcome, he added.

Legislative Updates

Miscellaneous discussions on the current status of several bill.

Business Items

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said interviews were held on May 1st with all three of the firms that submitted proposals. The Intent to Award for Project Management & Owner's Representative Services will be published either Friday or Monday in the Daily Journal of Commerce, however, nothing

is final until after the May 22nd protest deadline. He said conversations have begun concerning the written agreement for Owner's Rep Services and once completed, things will move along quickly.

Morrow County Goals

Mr. Green proposed a facilitated Goal Setting Workshop to help define common goals to assist in Long Range Planning, Strategic Planning, and then in developing the vision or branding of the County. In researching options, he said he contacted other county administrators about their experiences with facilitators and then obtained three quotes. However, one of the facilitators was travelling and needed additional time to work-up a complete quote, so he said he will report back next week with more information, if the Commissioners were agreeable. The Board supported Mr. Green moving forward with the Goal Setting Workshop.

Additional Documents Related to Federal Lands Access Program (FLAP), East of Morphine Lane Improvement Project

Sandi Pointer, Public Works Management Assistant

Ms. Pointer explained the County originally applied for the FLAP Grant in 2016; the Board signed the Match Agreement on February 14, 2018, followed by the Project Memorandum of Agreement on March 27, 2019. The documents needed in order to proceed were:

1. Amendment #1 to the Project Memorandum of Agreement
2. Disclosure of Lobbying Activities
3. Assurances – Construction Programs
4. Additional Required Statements & Assurances for Grant Awards from Federal Highway Administration – Western Federal Lands
5. Application for Federal Assistance SF-424

Commissioner Russell moved to approve Chair Doherty signing the additional documents needed for the Federal Lands Access Program Grant Funds. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Planning Department Monthly Report

Carla McLane, Planning Director

Ms. McLane reviewed her report and discussed the update to the Planning Commission Bylaws by the Planning Commission. It was agreed the process would be: County Counsel review, sign-off by the Planning Commission, followed by signature by the BOC.

Chair Doherty then asked about Code Enforcement activity in the Planning Department Office.

Ms. McLane said there were currently 32 open cases, 24 of which involved the possible use of recreational vehicles as dwellings. She said the staff member assigned to code enforcement related work is part-time at 19 hours per week and has other duties, as well. She said she agreed with the Board's goal to increase code enforcement activity, but there are not enough people to

accomplish that. The Commissioners first need to determine what kind of resources they are willing to put into it, she said. Discussion.

Chair Doherty referred to the recent process by the Planning Department to update the Code Enforcement Ordinances, and said it will have been an exercise in futility unless steps are taken to enforce the codes on behalf of the people of the County. He then asked if a Work Session on Code Enforcement was planned, to which Mr. Green replied it was.

A discussion took place on public access roads in the County. Chair Doherty requested a map be generated to show all County roads and their classifications.

Veterans Services Quarterly Report

Linda Skendzel, Veterans Services Officer

Ms. Skendzel said the Salute to Veterans Dinner on March 29th in Irrigon went very well, with approximately 80 participants. Next year's event will probably be held in Boardman and she said she hoped it would be even better. She also reported the Wellness Fair held at Ione American Legion Post 95 on April 26th was another successful event. An important upcoming event will be the Veterans Benefit Expo 19 at the Pendleton Convention Center on July 27th. And lastly, the Morrow County Veterans Services Office will sponsor a greased pig contest at the Morrow County Fair, and there will be free admission for all veterans on "Veterans Day at the Fair," Friday, August 16th.

Correspondence

- Energy Facility Siting Council Agenda, May 16th & 17th, Hotel Condon, Condon, Oregon

Commissioner Reports

- Commissioner Lindsay discussed the Owner's Rep RFP interviews of May 1st and yesterday's tour of Finley Buttes Landfill and Finley BioEnergy, LLC. She said she'd never been there and learned a great deal. She said the dehydration plant tour was "amazing," as was seeing the whole process there. Chair Doherty reminded Commissioner Russell that Multnomah County Commissioner Jessica Vega Pederson recently said she would like to see energy produced there, when in fact, it has been produced there for quite some time. Perhaps he should invite her to take a similar tour, suggested Chair Doherty. Commissioner Lindsay agreed and went on to review her calendar of upcoming meetings.
- Commissioner Russell said phone conferences continue regarding the Retirement Plan redesign and the expectation is to have information from the actuary to show options of how things project out over time. He also discussed his upcoming meeting schedule.
- As reported last week by Chair Doherty: Governor Brown nominated James Nash to the Oregon Department of Fish & Wildlife Commission, who also happens to be the son of Wallowa County Commissioner Todd Nash. James Nash is a hunter/outfitter from Enterprise but environmental groups pushed back because there were pictures of him on

social media with big game animals he killed. Chair Doherty provided the following update: James Nash's name was removed from consideration. He said the photos were from a trip sponsored by a philanthropist who wanted to pay for a big game hunting experience for a wounded warrior. That was the only time James Nash went on such a trip, he said.

11:42 a.m. Executive Session – Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent

12:18 p.m. Closed Executive Session

12:18 p.m. Resumed Regular Session

Signing of documents

Adjourned: 12:34 p.m.

Morrow County Board of Commissioners Meeting Minutes
May 15, 2019
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Vice Chair Melissa Lindsay
Commissioner Don Russell
Darrell J. Green, Administrator
Richard Tovey, County Counsel

Roberta Lutcher, Executive Assistant
Excused
Chair Jim Doherty

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: No comments

Open Agenda: Vice Chair Lindsay said Chair Doherty was attending the National Association of Counties' Western Interstate Region Conference in Spokane.

Consent Calendar

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

- 1. Accounts Payable, May 16th, \$148,262.83; Retirement Taxes, May 6th, \$19,738.41*
- 2. Minutes, April 17th*
- 3. Office Space Agreement Renewal with the Department of Human Services – conference room space for Child Welfare visits, and office space in the Public Health Department for Self-Sufficiency Program client visits on the first Monday of each month; effective July 1, 2019 to June 30, 2020; no monetary consideration*
- 4. Revised Intergovernmental Agreement with the City of Irrigon for Sheriff's Services, effective July 1, 2019 for one year, not-to-exceed amount \$85,504.82*

Vice Chair Lindsay seconded. Unanimous approval.

Legislative Updates

Commissioner Russell said he will speak before the legislature on May 23rd in opposition to House Bill 2852 on Community Choice Aggregation (CCA). He explained the Community Renewable Energy Association (CREA) originally sponsored the legislation but later withdrew its support, however, it was already reflected in the bill itself and couldn't be removed. He said as CREA's Chair, he will clarify they do not support CCA. PGE also asked for that clarification, he said.

Vice Chair Lindsay talked about a proposal to build a facility somewhere in eastern Oregon that would be a non-prison option for people with legal and behavioral health issues. She said she planned to sign the letter of support that will be sent to Representative Greg Smith. Others who planned to sign were Boardman Police Chief Rick Stokoe, Sheriff Ken Matlack and Kimberly Lindsay, Community Counseling Solutions Executive Director.

Business Items

Eastern Oregon Coordinated Care Organization, Community Benefit Initiative Reinvestment Program Grant Agreement

Administrator Darrell Green spoke on behalf of Public Health Director Sheree Smith, who was unable to attend. He explained the funds will partially support two programs - CARE and SPURS (Community Access for Resource Effectiveness & Students Providing Understanding and Respectful Support). This is the last time the County can receive these grant funds, so there was a brief discussion about the need to identify how to fund the two nurse positions that will be impacted.

Commissioner Russell moved to approve the EOCCO Community Benefit Initiative Reinvestment Program Agreement, total amount \$49,583; grant period March 15, 2019-March 14, 2020; and authorize Vice Chair Lindsay to sign on behalf of the County. Vice Chair Lindsay seconded. Unanimous approval.

Irrigon Building Update

Darrell Green

Mr. Green said based on the timeline in the Request for Proposals for Project Management & Owner's Representative Services, the Intent to Award could be announced today. The County intends to award the RFP to Hill International out of Spokane, Washington, he said. The other steps in the timeline include: May 22nd deadline to protest the Award; negotiate the agreement for Owner's Rep Consulting Services with Hill; issue the Notice to Proceed.

Lease Invoice for Sheriff's Office Station 2, Heppner Mill Site

Darrell Green

Mr. Green said during Budget Committee Meetings, Sheriff Ken Matlack and Undersheriff John Bowles mentioned they received an invoice from the Port of Morrow for four years of rent (\$22,000 in total) for the building the Sheriff's Office leases at the former Kinzua Mill site in Heppner. The invoice was for \$5,500 per year for four years beginning December 1, 2015 and ending November 30, 2019. Mr. Green said his research showed the following:

- The original three-year lease agreement was signed in 2011.
- The Port sent a letter dated July 27, 2015 asking the County to acknowledge renewal of the lease with the term to begin December 1, 2014 for an additional three-year period.

That letter was signed by the County on August 5, 2015.

Vice Chair Lindsay asked what the response was from the Sheriff's Office.

Mr. Green said some people at the Sheriff's Office were of the understanding they were to pay utilities and \$1 per year and were surprised when they received the invoice in April. He said he did not know where past invoices were mailed but the address will be changed to the County's post office box. A conversation with the Sheriff about long term goals regarding vehicle storage, etc., has not yet taken place, said Mr. Green.

Vice Chair Lindsay said she would like to have that conversation to determine if that site can be used for economic development, which might ultimately be a better use for the citizens of the County. The County has space to move that to another location, she added.

Commissioner Russell moved to approve paying the invoice from the Port of Morrow in the amount of \$22,000. Vice Chair Lindsay seconded. Vice Chair Lindsay and Commissioner Russell specified the invoice was to be paid from the Sheriff's Office budget. Unanimous approval.

Commissioner Russell suggested the Port be involved in economic development discussions regarding the former mill site property. Vice Chair Lindsay said she absolutely would and noted Executive Director Ryan Neal was committed to helping with development of that area.

Negotiating Team – NextEra Energy Road Use Agreement

Matt Scrivner, Public Works Director

Mr. Scrivner requested a negotiating team be formed for the road use agreement with NextEra Energy for the Wheatridge Project. After discussion, the Board concurred it would consist of Mr. Scrivner, Mr. Green, Vice Chair Lindsay and County Counsel.

Purchase Pre-Authorization Request – Courthouse Window Blinds

Matt Scrivner

Tony Clement, General Maintenance Supervisor

Mr. Clement reviewed the quotes and discussed the style of blind chosen. He noted the quote from Select Blinds was lowest and offered a three-year warranty.

Commissioner Russell moved to approve the Purchase Pre-Authorization Request for window blinds at the Courthouse in the amount of \$6,397.78 from Select Blinds and authorize Vice Chair Lindsay to sign on behalf of the County. Vice Chair Lindsay seconded. Unanimous approval.

Purchase Pre-Authorization Request – 1991 6x6 Dump Truck

Matt Scrivner

Mr. Scrivner requested approval to purchase a 1991 6x6 dump truck from State surplus.

Vice Chair Lindsay moved to approve the Purchase Pre-Authorization Request for a 1991 6x6 five-ton dump truck from Oregon State Surplus in the amount of \$10,000, based on the analysis and that it is in the budget; and authorize Vice Chair Lindsay to sign on behalf of the County. Commissioner Russell seconded. Unanimous approval.

Oregon Department of Transportation (ODOT) Intergovernmental Agreement #33067, Weed Control, Gilliam, Wheeler & Morrow Counties

Dave Pranger, Weed Coordinator/Inspector

Mr. Pranger said the agreement allows Gilliam County to continue to spray noxious weeds along a portion of Interstate-84 within Morrow County (from the County line to Tower Road).
Discussion.

Commissioner Russell moved to approve ODOT Intergovernmental Agreement No. 33067, Weed Control, Gilliam, Wheeler and Morrow County; term shall begin when all required signatures are obtained and shall terminate upon completion of the Project and final payment or December 31, 2021; and authorize Vice Chair Lindsay to sign on behalf of the County. Vice Chair Lindsay seconded. Unanimous approval.

Award Bid for Engineering Aviation Project Services

Sandi Pointer, Public Works Management Assistant

Ms. Pointer explained the County released a Request for Qualifications (RFQ) for assistance with several Federal Aviation Administration grant projects. One response was received, which then went through the normal panel review process. Public Works recommended awarding the bid to Century West Engineering, stated Ms. Pointer.

Commissioner Russell moved to award the bid for Engineering Aviation Project Services to Century West Engineering. Vice Chair Lindsay seconded. Unanimous approval.

Vice Chair Lindsay thanked Ms. Pointer and Public Works for continued efforts to improve the Lexington Airport. It's important for economic development, she said.

Award Bid – Mowing and Brushing Services

Sandi Pointer

Ms. Pointer said the RFQ for Mowing and Brushing Services received only one response from JLC Contracting, Inc., which held the contract from March 2016-2019. She said JLC's response was reviewed by a panel and Public Works recommended awarding the bid to JLC. When asked about working with JLC, Ms. Pointer said they were "great" to work with.

Commissioner Russell moved to award the bid for Mowing and Brushing Services to JLC Contracting, Inc. Vice Chair Lindsay seconded. Unanimous approval.

Correspondence

- Vice Chair Lindsay discussed a correspondence she received from the Eastern Oregon Jobs Council regarding an amendment to the bylaws. EOJC is proposing to change this line in the bylaws from: "Each County shall have no less than two Workforce Board members." to "Each County shall have one, but no more than two Workforce Board members." She said she opposed the change because it could result in larger counties having more of a voice than smaller counties. Commissioner Russell said he supported Vice Chair Lindsay's recommendation.
- Notice for a class on May 23rd to learn about logging operations, tax implications, road maintenance, etc., from John Punches, OSU/Union County Extension Forester.

Commissioner Reports

- Commissioner Russell said a meeting was held May 9th with representatives from Naval Air Station Whidbey Island and congressional delegation staff members to discuss the Department of Defense's unpaid invoice from the Boardman Rural Fire Protection District, and other entities, for expenses from last year's fire on the Bombing Range. Predator control and noxious weeds were also discussed. He said the Navy's Community Planning and Liaison Officer, Kimberly Peacher, was not interested in predator control as it did not impact them. However, in a follow-up phone call to her, she said if the County can document the problem(s) and it doesn't cost them anything, the Navy might be interested in participating. Commissioner Russell also reported on last week's CREA meeting where he informed them the County would no longer make the \$50,000 payment related to the PGE/Carty contract. They were disappointed but not surprised, he said. CREA also voted on whether or not to admit PGE as a member. The vote was 3-3, which meant PGE did not become a member. Commissioner Russell said he participated in the decision to award the Nate Arbogast Memorial Scholarship. Awards were made to multiple Morrow County high school seniors totaling \$20,000.
- Vice Chair Lindsay said she attended a Court Security meeting that included Mr. Green, Judge Christopher Brauer, Roy Blaine and others. Court Security funds will be used to purchase cameras in the Courthouse and parking lot, and a new fingerprint machine is being considered. Vice Chair Lindsay serves on the board of GEODC (Greater Eastern Oregon Development Corporation) and CAPECO (Community Action Program of East Central Oregon). She reported GEODC will start a project in Morrow County, and she urged CAPECO to hold office hours in north and south County to engage and help people here.

Signing of documents

Adjourned: 10:30 a.m.

Morrow County Board of Commissioners Meeting Minutes
May 22, 2019
Bartholomew Building
Heppner, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutcher, Executive Assistant

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: Commissioner Russell asked Undersheriff John Bowles about a portable car crusher that was brought in by the Sheriff's Office sometime in the past. He asked if that should be considered again, particularly for the large number of abandoned vehicles in the West Glen area outside Irrigon. Undersheriff Bowles said not only did it work well, but old tires were also accepted; the idea should be explored. Chair Doherty and Commissioner Lindsay supported looking into the concept.

Consent Calendar

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

1. *Accounts Payable, May 23rd, \$249,332.03; Manual Check, May 13th, \$27,117.75; Four Payroll Payables: April 23rd, \$165,222.95; April 30th, \$190,786.67; May 8th, \$167,407.78; May 13th, \$3,000 (HRA VEBA)*
2. *Minutes: April 24th & May 1st*
3. *Form FSA-578, Report of Commodities (land surrounding the Lexington Airport), and authorize Chair Doherty to sign on behalf of the County*
4. *Morrow County Personal/Professional Services Contract with JLC Contracting, Inc., for Mowing and Brushing Services, effective May 22, 2019-May 22, 2022*
5. *Eighth Amendment to the 2017-2019 Oregon Health Authority Agreement #153133 for the Financing of Mental Health, Substance Use Disorders and Problem Gambling; increase the Intoxicated Driver Program Fund by \$16,530 for the biennium (July 1, 2017-June 30, 2019); and authorize Chair Doherty to sign on behalf of the County*
6. *Resolution R-2019-10, Amended County Assessment Function Funding Assistance (CAFFA) Program Grant Application*

Commissioner Lindsay seconded. Unanimous approval.

Public Hearing on the Approved Budget for Fiscal Year 2019-2020

Kate Knop, Finance Director, via telephone conference

Chair Doherty opened the Public Hearing at 9:05 a.m. and called for the Staff Report.

Ms. Knop read the “Notice of Budget Hearing” portion of Form LB-1. She said the total budget appropriation, as of today, was \$43,618,361.

Chair Doherty said during the Budget Committee Meetings, funds were set aside to potentially look at again before the close of the budget. He asked if this would be the appropriate time to discuss those.

Ms. Knop said now would be the time but she would have to make modifications to the budget if changes were made and it’s scheduled to be adopted on June 19th.

Chair Doherty asked the process if he wanted to suggest a different use of funds.

Ms. Knop restated the budget adoption timeline and said budget resolutions can occur after July 1st. She said the budget currently has unappropriated dollars in contingency.

Chair Doherty said he was specifically looking at the \$50,000 awarded to the Community Renewable Energy Association (CREA) each year in conjunction with the 15-year Strategic Investment Program (SIP) agreement on the PGE/Carty project. The County made the payments to CREA for the first two or three years, but at the Budget Meetings it was decided to use those funds elsewhere. CREA is now aware of the County’s decision, explained Chair Doherty, but that frees up \$600,000 for the remaining years of the SIP agreement. Can those funds now be earmarked for Health Care Accreditation and/or the software systems necessary to implement that, he asked. Perhaps the other Commissioners have ideas for those funds as well, he said.

Commissioner Lindsay said Health Care Accreditation has to happen and the County has not yet focused any resources toward it.

Ms. Knop explained the \$50,000 is in the SIP Fund for PGE and is currently appropriated to Long-Term Goals, Other Expenditures. That was approved by the Budget Committee, she said, and the Board can decide how to appropriate those dollars.

Chair Doherty said he did not see the need to revisit any other items in the budget; Commissioners Lindsay and Russell agreed.

Chair Doherty said this is with the understanding the Board will continue to determine how to put this money to work for the County. He called for proponents to speak, no response; opponents to speak, no response. Chair Doherty said the Public Hearing would remain open for the duration of the meeting.

Legislative Updates

Commissioner Lindsay said several of her fellow Commissioners around the State were making a “last ditch run” at funding for County Fairs. She also said she continued to track proposed funding for Courthouse improvements.

Business Items

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the protest period ends today regarding the selection of the Owner's Representative for the Irrigon building project. He reported the firm that was selected, Hill International, received a draft Owner's Rep Agreement that was written with the assistance of County Counsel and the consultant hired by the County, Robynne Thaxton Parkinson. That agreement will be brought to the Board for discussion and approval, he said. Mr. Green said he anticipated the agreement will be signed June 6th so that Hill International can attend the June 7th meeting with Ms. Parkinson and the Board to discuss the next steps in the process.

Quotes for Facilitated Morrow County Goal Setting Workshop

Mr. Green proposed the idea of a facilitated goal setting workshop at the May 8th BOC Meeting. He returned today to present the three quotes. Discussion.

Commissioner Lindsay moved to approve hiring David Rabiner to facilitate a Goal Setting Workshop, flat fee of \$5,500. Commissioner Russell seconded. Unanimous approval.

Reclassification Request for Review

Karmen Carlson, Human Resources Director

A Reclassification Request was received January 29th and later denied, based on the County's evaluation system (JOBMEAS™) used to compare the Reclassification Request form and the job description submitted by the employee. According to Personnel Policy, the next step involved a salary survey, which was brought to the Board on March 27th, at which time the Board concurred a salary survey was conducted. On April 16th, the employee asked for a Request for Review. Again, according to Policy, the Board is being asked to concur, or not, that Policy has been followed, said Ms. Carlson.

Ms. Carlson said she gathered information from 12 counties, made four other telephone contacts and did not find any evidence to alter her original finding that the position remains at Pay Range 8 on the General Employee Wage Scale. If the Board concurred Policy was followed, Ms. Carlson said she will send a letter to the employee stating that and outline the next process – a review by an appeal committee. She said the appeal committee needed to be created and she planned to bring it forward as an agenda item for the June 5th BOC Meeting.

After discussion, Chair Doherty and Commissioner Russell concurred Policy was followed; Commissioner Lindsay did not.

Eastern Oregon Workforce (EOWB) Board Appointment

Commissioner Lindsay said Morrow County has two representatives on the EOWB but one position is vacant; the other is held Heppner Chamber of Commerce Executive Director Sheryll Bates.

Commissioner Russell said he contacted Kalie Davis, Workforce Training Coordinator with the Port of Morrow, and she eagerly agreed to be nominated. Brief discussion.

Commissioner Russell moved to appoint Kalie Davis to the Eastern Oregon Workforce Board to fill the position vacated by Debbie Radie. Commissioner Lindsay seconded. Unanimous approval.

Chair Doherty asked that the Board's appreciation be conveyed to Ms. Radie for her service on this board, as well as to Ms. Bates for her continued service.

Order No. OR-2019-9, Solid Waste Collection Rate Increase, Sanitary Disposal, Inc.

Matt Scrivner, Public Works Director

Mike Jewett, Manager, Sanitary Disposal, Inc.

Mr. Jewett said the rate increase to the majority of customers will be 9.6%, or \$1.46 per month for a 90 gallon cart. There are about 1,000 customers on their weekly route and the last increase was in July 2016, he said.

Mr. Scrivner outlined the steps in a rate increase request and said the last step is review by the Board. If the Board approved the increase, the accompany Order is signed, he said. Discussion.

Commissioner Russell moved to approve Order No. OR-2019-9 – In the Matter of Rate Increase for Solid Waste Collection by Sanitary Disposal, Inc.; effective July 1, 2019. Commissioner Lindsay seconded. Unanimous approval.

Award Bid, Asphalt Emulsion

Matt Scrivner

Eric Imes, Assistant Road Master

Mr. Scrivner said three responses were received from the Request for Quotes for Liquid Asphalt Emulsion. After review by a panel, he said Public Works recommended Blue Line Transportation Co. Inc. Both Mr. Scrivner and Mr. Imes discussed the reasons for recommending Blue Line above the others.

Commissioner Lindsay moved to award the bid for the supply, delivery and application of liquid asphalt emulsion to Blue Line Transportation Co. Inc. Commissioner Russell seconded. Unanimous approval.

Department Reports

Road Department Monthly Report

Mr. Imes reviewed the Road Report for May.

Mr. Scrivner provided an update on the following:

- Bridge project on Rhea Creek – supplier had a few issues so the project is behind by a few days. Work on Snyder Bridge will probably start on May 28th.

- Permit for a 72" waterline from the Columbia Improvement District was delayed again as CID decided to reroute the line.
- A meeting will take place May 23rd with representatives from Windwave about the fiber design going down Rippee and Olson Roads and Wilson Lane.
- Work by UEC on Olson Road was shut down after its consultant put in permanent power to the Amazon site without permits. UEC representatives were very apologetic but Mr. Scrivner said if he had been properly notified, UEC's plans could have been designed into the same project by Windwave. Commissioner Lindsay commented UEC should be made to remove all their work. Chair Doherty agreed and said there have been similar discussion about a different company. Real consequences are needed, otherwise what is the point, he said.

Correspondence

- Flyer for the Morrow County Wheat League/Oregon State University Extension Crop Tour & Social, Thursday, June 20th, 3:00 p.m.

Commissioner Reports

- Commissioner Lindsay attended the Military Economic Advisory Committee (MEAC) Meeting where the County's GIS Planning Tech, Stephen Wreccics, presented a draft preliminary map overlaying all the current and proposed energy projects. She said it was very interesting. Commissioner Lindsay asked the Association of Oregon Counties to send a letter in support of increased statewide funding of County Fairs.
- Commissioner Russell reported on the Oregon Association of County Engineers and Surveyors spring conference he attended in Hood River. He said he is on OACES' Board of Directors and noted the conference was also attended by Mr. Scrivner, Mr. Imes and Sandi Pointer, Public Works Management Assistant.
- Chair Doherty said he intended to relay more details in the near future on last week's Western Interstate Region Conference he attended in Spokane. Chair Doherty said he wanted to thank Tom Meier, former Juvenile Department Director, who opted to move on. In addition, he wanted to thank Cindy Greenup, Office Manager in the District Attorney's Office, who resigned relative to some challenges she had. He said he wished them both well.

10:52 a.m. – Closed Public Hearing

Signing of documents

Adjourned: 11:00 a.m.



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

(For BOC Use)
Item #
400

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:

Phone Number (Ext): 5212
Requested Agenda Date: 06/05/19

OHA Agreement #154124-10

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 Authority (OHA)
Contractor/Entity Address: 800 NE Oregon Street, Suite 465B, Portland, Or 97232
Effective Dates - From: July 1st, 2017 Through: June 30th, 2019
Total Contract Amount: \$294,464 (w/ \$10,000 increase) Budget Line: 101-114-3-30-3455
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith 04/24/19 Department Head Required for all BOC meetings
Justin Nelson (per email) 05/29/19 County Counsel *Required for all legal documents
Kate Knop (per email) 04/24/19 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):

OHA Agreement #154124-10 2019 IGA - Additional \$10,000 Student Based Health Center funding:

1. Clinic supplies and youth friendly engagement - \$7000/SBHC to be used to purchase SBHC clinic supplies and support youth-friendly clinic upgrades. Some examples of youth-friendly upgrades could include improvements to the physical clinic space (i.e. painting, furniture, soundproofing), marketing and outreach materials, youth engagement projects, and support to Youth Advisory Committees.

2. Professional development and training for SBHC staff - \$3000/SBHC to support professional development and training activities for SBHC staff. See attached list of suggested activities.

All funds must be spent by June 30, 2019.

2. FISCAL IMPACT:

Additional funding will be utilized for items/supplies to create a more youth friendly environment at the SBHC (lone Community Clinic) and for training cost. It will have no impact on the level of FTE.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement document to be returned to the State for full execution.

Attach additional background documentation as needed.

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: 154124-10 , hereinafter referred to as "Document."

I, _____
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 _____
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.

Authorizing signature

Date



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

Agreement #154124



**TENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC 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 Tenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, acting by and through its Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Public Health Division Revenue and Expenditure Report" Forms and Instructions, set forth in Exhibit C of the Agreement; and

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit C "Public Health Revenue and Expenditure Reporting Forms" and "Public Health Division Revenue and Expenditure Report" Forms and Instructions, are hereby superseded and replaced in their entirety as per Attachment B attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. 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.

8. This Amendment becomes effective on the date of the last signature below.

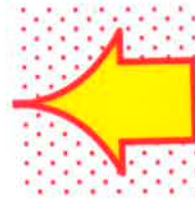
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Morrow County		2) Issue Date March 12, 2019		This Action AMENDMENT FY 2019
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01	State Support for Public Health	14,015		14,015
PE12	Public Health Emergency Preparedness and Response (PHEP)	80,723		80,723
PE13	Tobacco Prevention and Education Program (TPEP)	37,188		37,188
PE41	Reproductive Health Program	2,869		2,869
PE42-01	MCAH Title V CAH	5,523		5,523
PE42-02	MCAH Title V Flexible Funds	12,884		12,884
PE42-03	MCAH Perinatal General Funds & Title XIX	1,890		1,890
PE42-04	MCAH Babies First! General Funds	6,039		6,039
PE42-05	MCAH Oregon Mothers Care Title V	3,141		3,141
PE42-06	MCAH General Funds & Title XIX	3,546		3,546
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	8,365		8,365
PE44-01	SBHC Base	60,000	10,000	70,000
PE44-02	SBHC - Mental Health Expansion	40,000		40,000
PE46	RH Community Participation & Assurance of Access	8,281		8,281
		284,464	10,000	294,464
5) Foot Notes:				
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE41	1	Funding Period is for two month - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836	2) Issue Date March 12, 2019	This Action AMENDMENT FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-02 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03 1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award Must be Spent by the End of June 30, 2019		
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.		
6) Comments:			
PE12	Operation OX: MCM Mini Grant Award \$4,947		
PE42-01	\$1,381 must be spent from 7/1/18 to 9/30/18. \$4,142 must be spent from 10/1/18 to 6/30/19.		
PE42-02	\$3,221 must be spent from 7/1/18 to 9/30/18. \$9,663 must be spent from 10/1/18 to 6/30/19.		
PE42-05	\$785 must be spent from 7/1/18 to 9/30/18. \$2,356 must be spent from 10/1/18 to 6/30/19.		
PE44-01	PE44-01 Additional Funding Award 03-2019		
PE46	PE46 7 Month award 9/1/18 to 3/31/19		
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment B

OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL TO: OHA-PHD.ExpendRevReport@dhs.ohs.state.or.us

Agency: [Enter your agency name]
Program: [Enter the Program Element Number / Sub Element and Title]
Fiscal Year: July 1, [start year] to June 30, [end year]

REVENUE	BREAKDOWN BY FISCAL YEAR QUARTER									
	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
A. PROGRAM INCOME/REVENUE										
1. Revenue from Fees										\$ -
2. Donations										\$ -
3. 3rd Party Insurance										\$ -
4. Other Program Revenue										\$ -
TOTAL PROGRAM INCOME		\$ -		\$ -		\$ -		\$ -		\$ -
5. Other Local Funds (Identify)										\$ -
5a.										\$ -
5b.										\$ -
6. Medical/DHP/Care										\$ -
7. Volunteer and In-Kind (estimate value)										\$ -
8. Other (Specify)										\$ -
9. Other (Specify)										\$ -
10. Other (Specify)										\$ -
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES										
	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
B. EXPENDITURES										
1. Personal Services (Salaries and Benefits)										\$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts										\$ -
2b. Travel & Training										\$ -
2c. General Supplies										\$ -
2d. Medical Supplies										\$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay										\$ -
4. Indirect Cost (\$)										\$ -
4a. Indirect Rate (%)										\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income										\$ -
TOTAL REIMBURSABLE EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Check Box if amounts have been revised since report previously submitted

WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.					
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**					
C. CATEGORY	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date
1. Client Services					\$ -
2. Nutrition Education					\$ -
3. Breastfeeding Promotion					\$ -
4. General Administration					\$ -
TOTAL WIC PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -
D. CERTIFICATE	I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)				
PREPARED BY	PHONE	AUTHORIZED AGENT SIGNATURE		DATE	

Form Number 23-152

Revised Mar. 2019

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT

EMAIL TO: OHA-PHD.ExpendRevReport@dhsosha.state.or.us

Agency: [Enter your agency name]

Program: [Enter the Program Element Number / Sub Element and Title]

Fiscal Year: July 1, [start year] to June 30, [end year]

OTHER SERVICES & SUPPLIES EXPENDITURES FORM

OTHER SERVICES & SUPPLIES EXPENDITURES		BREAKDOWN BY FISCAL YEAR QUARTER									
		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
2e. OTHER SERVICES & SUPPLIES*		Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	Enter Other S&S Category									\$ -	\$ -
	TOTAL OTHER S&S EXPENDITURES**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Form Number 23-152 Other S&S Expenditures

Revised Mar. 2019

*Note: For each line under 2e. OTHER SERVICES & SUPPLIES, enter the type of other expenditures and the amount for both the Non-OHA/PHD Expenditures column and OHA/PHD Expenditures Column.

**Note: The Total Other S&S Expenditures for each quarter here needs to be entered into the corresponding cells in Line 2e. Other under the Expenditure Section of the Expenditure and Revenue Report.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report
FORM NUMBER: 23-152 (Instructions)
WHO MUST COMPLETE THE FORM 23-152: All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT: OHA-PHD.ExpendRevReport@dhsoha.state.or.us
WHEN TO SUBMIT: Reports for grants are due **25 days** following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and **50 days** after the 12-month period (8/25) in each fiscal year. **Any** expenditure reports due and not received by the 25th could delay payments until reports have been received from the payee for the reporting period.
WHAT TO SUBMIT: Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title, and Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE

Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.

Program Revenue

Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.

TOTAL PROGRAM INCOME

The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.

Non-OHA/PHD Revenue

Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.

TOTAL REVENUE

The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.

Fiscal Year To Date

The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.

B. EXPENDITURES

Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.

Non-OHA/PHD Expenditures

Program expenditures not reimbursed by the OHA Public Health Division.

OHA/PHD Expenditures

Reimbursable expenditures less program income.

Line 1. Personal Services

Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.

Line 2. Services and Supplies (Total)

The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.

Line 2a. Professional Services/Contracts

Report contract and other professional services expenditures for each quarter.

Line 2b. Travel & Training

Report travel and training expenditures for each quarter.

Line 2c. General Supplies

Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

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

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

OHA Agreement #154124-11 2019 IGA - Additional \$3,118 PE 46-01 Reproductive Health Community Participation & Assurance of Access (April - June) funding:

1. The PE 46 Reproductive Health Community Participation & Assurance of Access Program was previously funded up through March 31st, 2019. Funding beyond March 31st was dependent on legal proceedings based on Oregon's acceptance of Federal Funding for the Reproductive Health program. The additional \$3,118 represents 4th quarter funding allocated for FY 2019.

2. FISCAL IMPACT:

Additional funding will be utilized to continue support of services and activities to assure community access of Reproductive Health services.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement document to be returned to the State for full execution.

Attach additional background documentation as needed.

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: 154124-11 , hereinafter referred to as "Document."

I, _____
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 _____ ,
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.



Authorizing signature

Date

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

Agreement #154124



**ELEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC 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 Eleventh Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, acting by and through its Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. 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.

8. This Amendment becomes effective on the date of the last signature below.

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

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Morrow County		2) Issue Date April 10, 2019		This Action AMENDMENT FY 2019
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	14,015	0	14,015	
PE12 Public Health Emergency Preparedness and Response (PHEP)	80,723		80,723	
PE13 Tobacco Prevention and Education Prgram (TPEP)	37,188		37,188	
PE41 Reproductive Health Program	2,869		2,869	
PE42-01 MCAH Title V CAH (FY18-19)	5,523		5,523	
PE42-02 MCAH Title V Flexible Funds (FY18-19)	12,884		12,884	
PE42-03 MCAH Perinatal General Funds & Title XIX	1,890		1,890	
PE42-04 MCAH Babies First! General Funds	6,039		6,039	
PE42-05 MCAH Oregon Mothers Care Title V (FY18-19)	3,141		3,141	
PE42-06 MCAH General Funds & Title XIX	3,546		3,546	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	8,365		8,365	
PE44-01 SBHC Base	70,000		70,000	
PE44-02 SBHC - Mental Health Expansion	40,000		40,000	
PE46 RH Community Participation & Assurance of Access	8,281		8,281	
PE46-01 RH Community Participation & Assurance of Access - (April-June)	0	3,118	3,118	
	294,464	3,118	297,582	
5) Foot Notes:				
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE41	1	Funding Period is for two month - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		2) Issue Date April 10, 2019	This Action AMENDMENT FY 2019
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-01 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-02 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03 1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award Must be Spent by the End of June 30, 2019		
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.		
PE46-01 1	Award period is April 1, 2019 through June 30, 2019. Fund must be expended by June 30, 2019		
6) Comments:			
PE12	Operation OX: MCM Mini Grant Award \$4,947		
PE42-01	\$1,381 must be spent from 7/1/18 to 9/30/18. \$4,142 must be spent from 10/1/18 to 6/30/19.		
PE42-02	\$3,221 must be spent from 7/1/18 to 9/30/18. \$9,663 must be spent from 10/1/18 to 6/30/19.		
PE42-05	\$785 must be spent from 7/1/18 to 9/30/18. \$2,356 must be spent from 10/1/18 to 6/30/19.		
PE44-01	PE44-01 Additional Funding Award 03-2019		
PE46	PE46 7 Month award 9/1/18 to 3/31/19		
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE46-01: RH Community Participation & Assurance of Access (April - June 2019)

Funding Information Table

Federal Award Identification Number (FAIN):	1 FPHPA006442-01-00
Federal Award Date:	4/1/2019
Performance Period:	4/1/19 - 3/31/20
Federal Awarding Agency:	DHHS/OPA
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	\$3,100,000
Project Description:	Oregon Reproductive
Awarding Official:	Mr. Reyna Jesus
Indirect Cost Rate:	17.15%
Research and Development (Y/N):	No

PCA: 52822

INDEX: 50333

Agency/Contractor	DUNS	Amount
Morrow	10741189	\$3,118

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Road Department is nearing our chip seal season. The award for the supplier for this years chip seal emulsion product had been awarded to Blue Line Transportation on May 22, 2019 at the Regularly scheduled Board of Commissioners meeting.

Based on total project cost, additional offered benefits, and per-construction initiative, I advise the Board of Commissioners to select Blue Line Transportation as this years supplier for emulsion asphalt.

2. FISCAL IMPACT:

This contract would pull from the 202 - Road Fund budget Materials and Services 202-220-5-20-2504. The current balance is \$325,960.76. Money will be moved from other Materials and Service items to supplement the difference. My Materials and Services balance currently sits at \$1,007,905.39. The \$323,000 portion of the contract would pull from the 2019 fiscal year budget.

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

(1) Motion to sign the contract with Morrow County and Blue Line Transportation as this years supplier for asphalt emulsion.

Attach additional background documentation as needed.

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **(CONTRACTOR)**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. Contractor agrees and covenants with County that it will supply and deliver liquid asphalt emulsion, and furnish asphalt distributor trucks with qualified operators as requested by County as set forth in Contractor's Quote, which is attached hereto, and by this reference incorporated herein (Attachment A), as a response to Contractor's formal Request for Quotes (Attachment B). Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Specifications," which are incorporated herein, and in accordance with the Quote which is attached hereto. All of the said Quote and this Contract constitute the Contract documents.
2. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
3. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
4. Contract period shall be from the awarding of the Contract until and including September 30, 2019. The County Assistant Road Master will determine the quantities that are needed.
5. Payments shall be as set forth in the Specifications, Section GP-6.
6. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
7. Contractor agrees to abide, fully and conscientiously, by the statutory provisions of ORS 279A, 279B, and 279C. Contractor agrees and covenants that the aforesaid statutory references have the same force and effect as if printed in full in this Contract.
8. The Contract may be canceled at the election of County for any willful failure or refusal on the part of Contractor to faithfully perform the Contract according to its terms.
9. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.

10. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable under provision GP-2 of the specifications.
12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.
13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

Blue Line Transportation

Jim Doherty, Chair

James Tindall

Melissa Lindsay, Commissioner

Jason Tindall

(Name)

Don Russell, Commissioner

May 17, 2019

Date

Date

QUOTE SCHEDULE

SUPPLY, DELIVERY, AND
APPLICATION OF LIQUID ASPHALT EMULSION

QUOTES DUE: Monday May 13th. 2019, 3:00 P.M., P.S.T.

Quote Item	Unit	Unit Rate or Total
CRS-3P Liquid Asphalt	Ton	\$ 111 546
CRS-3P Required	Tons	1,419.1
CSS-1H / BL-Fog	Ton	\$ 323
CSS-1H Required	Tons	304.51
Distributor Truck	Hour	\$ 200
Demurrage		\$ N/A
Minimum Haul Fee	Ton	\$ 30
Product Return Fee		\$ N/A
Chip Rock Required	Tons	7,333
Duration of project	Days	Chip 11 / Fog 4
Warranty	months	24

Distributor Truck: Year: 1994 Make: FreightlinerDistributor Bar Brand: BearCat Tank Capacity: 4,200Company Name: Blue Line Transportation Co. Inc.Address: 2606 North Newark Street Portland Or 97217Phone: 503-279-2615 Fax: 503-279-2611E-mail address: troy@blueline trans. comPrinted Name: Troy TindallAuthorized Signature:  Date: 5/10/2019

CHIP SEAL WORKSHEET

CRS-3P

ROAD NAME	AREA	LENGTH	WIDTH	SQUARE YDS.	GALLONS	TONS	RADIUS'
ALPINE	North Lexington	11200	20	24889	11,000	45.7	2
PATTERSON FERRY north of 207	Irrigon	17635	26	50946	23,000	95.5	2
PATTERSON FERRY south of 207	Irrigon	15101	26	43625	19,650	81.5	2
COLUMBIA	Irrigon	12830	25	35639	17,110	71	2
MILLER	Boardman	2660	20	5911	3,250	13.5	2
KUNZE east of main	Boardman	6547	22-24	16731	7,530	31.25	1
KUNZE west of main	Boardman	25239	33.5	93945	42,275	175.5	2
PETERS north of Kunze	Boardman	2630	20	5844	2,630	11	4
PETERS south of Kunze	Boardman	3125	20	6944	3,125	13	2
TOM CAMP	Boardman	2650	20	5889	3,240	13.45	2
TOWER	Boardman	43845	26	126663	57,000	234.5	0
WILSON west of Paul Smith	Boardman	12640	29	40729	19,550	81.2	1
IONE-GOOSEBERRY	Ione	103752	24-30	275519	132,250	550	4
TOTAL		259854		733274		1,419.1	

FOG SEAL

ROAD NAME	AREA	LENGTH	WIDTH	SQUARE YDS.	GALLONS	TONS	RADIUS'
ALPINE	North Lexington	11200	20	24889	2,490	10.4	2
PATTERSON FERRY north of 207	Irrigon	17635	26	50946	5,100	21.2	2
PATTERSON FERRY south of 207	Irrigon	15101	26	43625	4,365	18.1	2
COLUMBIA	Irrigon	12830	25	35639	3,545	14.8	2
MILLER	Boardman	2660	20	5911	591	2.45	2
KUNZE east of main	Boardman	6547	22-24	16731	1,675	7	1
KUNZE west of main	Boardman	25239	33.5	93945	9,395	39	2
PETERS north of Kunze	Boardman	2630	20	5844	585	2.45	4
PETERS south of Kunze	Boardman	3125	20	6944	695	2.88	2
TOM CAMP	Boardman	2650	20	5889	590	2.45	2
TOWER	Boardman	43845	26	126663	12,447	52.54	0
WILSON west of Paul Smith	Boardman	12640	29	40729	4,073	16.9	1
IONE-GOOSEBERRY	Ione	103752	24-30	275519	27,552	114.32	4
TOTAL		259854		733274		304.51	



REQUEST FOR QUOTES

**SUPPLY, DELIVERY, AND
APPLICATION OF LIQUID ASPHALT EMULSION**

**SPRING 2019
LATE SUMMER 2019**

QUOTES DUE:

Monday May 13th. 2019 – 3:00pm

**Morrow County Public Works
P. O. Box 428
365 West Highway 74
Lexington, Oregon 97839
ATTN: Eric Imes - eimes@co.morrow.or.us**

THIS IS A REQUEST FOR QUOTES TO SUPPLY, DELIVER, AND APPLY LIQUID ASPHALT EMULSION. This **REQUEST FOR QUOTES** is solicited in accordance with LCPR 137-047-0830, Class Special Procurements.

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Quotes

Quotes for the herein described work will be received by Morrow County Public Works on or before Monday May 13th, 2019, 3:00 p.m., P.S.T.

IP-2 Scope of Work

A. Supplier shall furnish to Morrow County Public Works liquid asphalt emulsion as indicated below:

- CRS-3P Quantity to be advised by oil supplier (see quote sheet)
- Fog Seal Quantity to be advised by oil supplier (see quote sheet)

The product shall be delivered to various job sites at dates and times directed by the County. Supplier shall be capable of delivering up to 132 tons per day on any day included in the contract period.

B. Supplier shall provide on a contract rental basis one asphalt distributors daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface. Asphalt distributors shall have a carrying capacity of 4,400 gallons of product, and be capable of applying product at a constant rate across a span of no less than 20 feet.

C. County will prepare road surfaces to receive the surface treatments at the specified job sites. County will provide traffic control measures. County will provide equipment and qualified operators for chip spreading, rolling, and sweeping. County will provide aggregate for surface treatment.

D. This spring 2019 project includes approximately 30 miles of single chip seal roadway and 20 miles of single chip roadway sometime during late summer.

E. The intended period of operations is proposed as Monday, June 3rd, 2019 through approximately Thursday June 27th, 2019, but subject to change. Lone-Gooseberry is to be completed during the late summer months. The typical work week will be Monday through Thursday, ten (10) - hour work days, as scheduled by Morrow County.

IP-3 Submission of Quotes / Minimum Requirements

- A. The submission of a quote signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.
- B. All quotes shall be submitted in sealed cover to Morrow County Public Works before the above stated time.
- C. A quote will not be accepted after the time as stated in IP-1, above, whether or not quotes are opened exactly at the stated time.
- D. Suppliers shall submit the cost portion of the request for quotes on the attached Quote Schedule which shall be signed in the place provided.
- E. A quote may not modify any of the provisions stated herein.
- F. Quotes may be submitted by mail or presented in person.

IP-4 Withdrawal of Quotes

- A. A quote may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, e-mailed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a quote does not prejudice the right of the supplier to submit a new quote.
- C. No quote can be withdrawn after the request for quotes due time. The quote constitutes an offer to enter into a contract if accepted by Morrow County.

IP-5 Review of Quotes

Quotes will be reviewed at Morrow County Public Works on or about the time and place specified in IP-1, above.

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the quote deemed most advantageous to Morrow County. Quotes will be evaluated with consideration of the quote listed.
- B. A decision to award the contract will be made in its entirety to a single supplier within ten business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor with the quote that is most advantageous to Morrow County.

IP-8 **Contract Documents**

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.
- B. Any person contemplating the submission of a quote and being in doubt as to the meaning or intent of said contract document should request, by e-mail, interpretation by the Assistant Road Master at eimes@co.morrow.or.us
 - 1. Any interpretation or change will be e-mailed to each person receiving a set of contract documents.
 - 2. Morrow County will not be responsible for any other explanations or interpretations of said contract documents.
- C. Any person submitting a quote shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.

IP-9 **Contractor's Bonds**

- A quote bond is not required for submission of a quote.
- A performance bond is not required for this contract for the supply of materials.
- A payment bond is not required for this contract for the supply of materials.

IP-10 **Prequalification**

- Prequalification is not required.

IP-11 **Appeal Process**

- A. Appeal of any decision(s) by Morrow County that are adverse to the Supplier must be delivered in writing, within five (5) working days, to the Morrow County Contract Review Board, which is composed of the Morrow County Board of Commissioners.
- B. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

GENERAL PROVISIONS:

GP-1 Definitions and Terms

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

- A. **County** – Morrow County, Oregon, the party awarding the contract.
- B. **County Public Works Director** - The County Public Works Director of Morrow County, acting either directly or through an authorized representative.
- C. **County Assistant Road Master** – The County Assistant Road Master of Morrow County, acting either directly or through an authorized representative.
- D. **Supplier** - The party awarded the contract.
- E. **Standard Specifications** - The *Oregon Standard Specifications for Construction* are hereby referenced and contained within the contract, except as follows:
 - 1. Standard Specifications may be modified, supplemented or superseded by the General and Special Provisions herein contained.
 - 2. Wherever the words “State Highway Commission”, “Department”, “State of Oregon”, “Highway Commission”, or “State”, appear in Standard Specifications, they shall mean Morrow County, Oregon

GP-2 Insurance

- A. The Supplier shall carry all necessary insurance for the labor employed and assume all responsibility for any accidents, which may occur to any of Supplier’s workers or the public in the performance of the project. The Worker’s Compensation coverage provided shall be in full compliance with ORS Chapter 656.
- B. General Liability Insurance in the amount of \$1,500,000 is required. Morrow County shall be listed as a “certificate holder.”
- C. Automobile liability insurance in the amount of \$1,000,000 must be maintained for the duration of the contract.

GP-3 Laws to be Observed

- A. The Supplier shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Supplier shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the violation by Supplier's officers, employees and agents, or Supplier's sub-contractors, their officers, employees or agents, of laws described in GP-3 A. above.
- C. The Supplier shall be responsible for acts of Supplier's employees and sub-contractors and shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the Supplier's negligence.

GP-4 Labor Provisions

A contract issued pursuant to this Request For Quotation will not be a "Public Improvement Contract" as defined in ORS 279C.305 (5). However, this contract will meet the definition of a "Public Works Contract" as defined in OAR 839-025-0004 (20) (a) and (22). Supplier shall therefore comply with the applicable requirements defined in OAR 839-025 including but not limited to:

- A. Supplier must submit a certified payroll statement to the County by the fifth business day of each month following the month in which workers were employed upon this public works project.
- B. Supplier must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- C. Supplier must require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- D. If the Supplier fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the supplier or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the supplier by reason of the contract (Reference: ORS 279C.515).
- E. Supplier must give notice to employees who work on a public works contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work (Reference: ORS 279C.520(2))

- F. Supplier must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such supplier, of all sums which the supplier agrees to pay for such services and all moneys and sums which the supplier collected or deducted from the wages of the supplier's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service (Reference: ORS 279C.530)

Pursuant to Oregon Revised Statute, ORS279B.235:

- G. Supplier shall comply with the provisions of ORS 279C.800 through ORS 279C.870 regarding prevailing rate of wage on public contracts
- H. Supplier shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- I. Pursuant to ORS 279B.235, Supplier may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise. Supplier shall pay his or her employees at least time and a half for all overtime in excess of eight hours in any one day, or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or for all overtime in excess of ten hours in any one day, or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; or if the employee performs work on Saturday or on any legal holiday specified in ORS 279C.540.
- J. Supplier shall comply with ORS 652.220 and shall not discriminate with regard to any protected class in the payment of wages for work of comparable character, the performance of which requires comparable skills. Protected classes include race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and/or genetic information. Compliance is a material element of this contract and failure to comply is a breach that entitles County to terminate the contract for cause.
- K. Pursuant to ORS 279B.235, Supplier may not prohibit any of the supplier's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

- L. Pursuant to ORS 279B.230(1), Supplier shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the supplier, of all sums that the Supplier agrees to pay for the services and all moneys and sums that the Supplier collected or deducted from the wages of employee under any law, contract or agreement for the purpose of providing or paying for the services.
- M. Pursuant to ORS 279B.230(2) all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126..

GP-5 **Contract Performance**

- A. Supplier shall meet with County staff and review the proposed work and schedule at least one week prior to the start date.
- B. Morrow County reserves the right to void the contract at any time due to unforeseen occurrences (weather, mechanical breakdowns, union strike, lack of funds, inferior workmanship, etc.)
- C. Morrow County reserves the right to bill the supplier for expenses incurred due to the necessity of removing chip rock from the road surface in the findings that poor application workmanship was a factor. Morrow County Reserves this right for the duration of twelve (12) months following completion of the section of road surface in question.
- D. Morrow County reserves the right to bill the supplier for expenses incurred due to the necessity of applying any kind of material to mitigate or stop migration of CRS-3P or CSS-1H (or equivalent) during the application stage and twelve (12) months following completion of the section of road surface in question.
- E. County expectation is that a chip seal be applied to road surfaces achieving a life span of seven (7) to ten (10) years depending on ADT counts. Fill out the quote schedule with this goal in mind. The oil supplier shall have complete control of oil and aggregate application rates during the project depending on warranty if offered by the supplier. Please attach warranty behind quote schedule if supplier wishes to offer one.

GP-6 Payment

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County, and return freight costs shall not be assessed to the County. Individual daily tickets shall be provided to Morrow County in accordance with SP-1.
- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site and are ready to start applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day.
- C. Demurrage will be paid, if applicable, in accordance with SP-4 below.
- D. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- E. Payment will be made by Morrow County upon approval by Morrow County Public Works of the received invoice(s) from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

SPECIAL PROVISIONS:

SP-1 Distributor and Transport Trucks

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of four thousand three hundred (4,300) gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts without mechanical breakdowns.
- B. Supplier shall furnish distributor truck combinations capable of delivering no less than thirty (30) tons of liquid asphalt.
- C. The distributor bars shall be capable of distributing asphalt at a minimum width of twenty (20) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- D. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.60 gallons per square yard at varying widths to twenty (20) feet or more, all cab controlled.
- E. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- F. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- G. The distributors shall typically transfer product from the transport trucks at a rate of 280 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.

- H. Supplier shall supply one distributor truck daily, unless otherwise directed prior to start of operations.
- I. Supplier shall supply a copy of the bills of lading for the emulsified liquid asphalt delivered each day.
- J. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County’s construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- K. Supplier shall provide transport trucks capable of delivering no less than thirty three (33) tons of liquid asphalt.
- L. The transport delivery driver shall give the bill of lading and other applicable documents to the distributor driver to be given to Morrow County Public Works representative no later than the end of each day. The transport delivery driver shall write on the bill of lading to record the time of arrival and completion of off-loading at the designated location.

SP-2 Asphalt

- A. Supplier shall deliver liquid asphalt emulsion on Morrow County Public Works orders, as follows:
 Liquid asphalt emulsion shall be delivered to specified job sites in Morrow County by supplier. Distributor shall expeditiously fill from supplier’s carriers and be in position and ready to start applying asphalt at the specified times each day.
 Liquid asphalt emulsion shall be delivered at a minimum temperature of 155°F as measured on the road surface behind the distributor truck.
 Morrow County reserves the right to stop production and reject liquid asphalt if applied characteristics do not meet the satisfaction of Morrow County.
- B. Asphalt material shall conform as indicated below.

1. CRS-3P

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified.

TESTS ON EMULSION	Min.	Max
Saybolt Viscosity @ 122°F SFS.....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test.....	Positive	
Sieve test %.....		0.1
TESTS ON RESIDUE FROM DISTILLATION	Min.	Max
Oil distillate % by volume of emulsion.....		3
Residue % by weight (Note 1).....	68	

Penetration @ 77°F.....90
 Solubility in Trichloroethylene % (Note 2).....97.5
 Elastic Recovery % (Note 3).....70

- i. AASHTO T59 with modifications to include 300 grams emulsion and a 177 ± 5°C (350 ± 10°F) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.

4. Fog Seal Material

The Supplier shall deliver CSS-1H or equivalent emulsified liquid asphalt to be used as fog seal. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

Test	Test Result	Method
Viscosity	20 - 100	ASTM D7496
Sieve test, %	0.1	ASTM D6933
Particle Charge	positive	ASTM D7402
Residue by distillation	60 min.	ASTM D6997
Penetration, 77°F, 100 g, 5 sec.	20-60	ASTM D5

- C. Morrow County reserves the right to perform quality control testing. Samples may be taken from each load of asphalt and tested by County personnel or a designated representative for compliance with specification requirements.

Material not in compliance with the Standard Specifications and/or these contract specifications will be rejected by County.

If testing reveals an out of compliance product after all or part of the product has been applied, the product represented by the tested sample may be rejected wholly or in part at the sole discretion of the County. Payment will not be made for rejected materials.

Morrow County test results shall supersede test results provided by the supplier.

- D. Supplier shall provide to County a copy of supplier’s quality control test results for each load of material supplied.

SP-3 Traffic Control

- A. County will be responsible for directing and protecting traffic while asphalt application work is in progress.

- B. County will be responsible to provide signs and flaggers as necessary for the safety and protection of the public, and workers engaged in County's construction activities.

SP-4 Stand-By-Time

- A. Supplier shall furnish Morrow County a contract hourly price for stand-by-time ("demurrage") of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.

Supplier shall provide for a two and one half hour period of time for the product to be off loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two and one half hours after the arrival of the transport truck to the off load location, or the specified time, whichever is later. Demurrage will be assessed in half hour increments, rounded to the nearest quarter hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County's construction activities.

Delays in production due to tardiness of transport trucks and/or distributor trucks; and/or slow performance of distributor operators during refill or the application stage shall negate any concurrent or subsequently effected demurrage.

- B. Delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities shall be deducted from any amount due at the rate of Two Thousand Five Hundred dollars (\$2500) per hour for every occurrence in excess of one half hour. Delay and loss of production penalties will be assessed in half hour increments, rounded to the nearest half hour.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.



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

(For BOC Use)
 Item #

4e

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
 Department: Morrow County Public Works - Airport Requested Agenda Date: ~~05.22.2019~~
 Short Title of Agenda Item: **CONTRACT - Aviation Project Services** 6/5/19
 (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 checked="" 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: **Century West Engineering**
 Contractor/Entity Address: **1020 SW Emkay Drive, Suite 100, Bend, OR 97702**
 Effective Dates – From: **05.22.2019** Through: **5.22.2024**
 Total Contract Amount: **Will vary on project** Budget Line: **205.250.3.30.3618**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

	5/16/19	Department Head	Required for all BOC meetings
	6/3/19	Admin. Officer/BOC Office	Required for all BOC meetings
Email <u>R. Tovey</u>	5/14/19	County Counsel	*Required for all legal documents
Email <u>K. Knop</u>	5-23-19	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):

Morrow County Public Works requested the services of a qualified Airport Engineering Services to provide services for various County Airport projects as the need arises. Work is expected to be accomplished during the course of several Federal Aviation Administration grant projects. It is very important that a firm is familiar with Federal Aviation Administrations expectations, rules and regulations. These costs are all reimbursable with the AIP funds received from Federal Aviation.

The award to this firm was done at the regular BOC meeting held on May 15, 2019 and approved to award.

2. FISCAL IMPACT:

Their cost is almost always reimbursable via the Grant. The projects range from \$300,000 to \$600,000 received to development and improvement of the Morrow County Lexington Airport. revenue will be seen 205.250.3.30.3618 and the expenditure will be a capitol project 205.250.5.40.4306.

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

Move to sign the Aviation Engineering contract with Century West Engineering Corporation.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Tuesday, May 14, 2019 9:09 AM
To: Sandra Pointer
Subject: RE: AWARD for Aviation services along with contract
Attachments: AGREEMENT FOR ENGINEERING AVIATION PROJECT SERVICES.docx

Sandi-

I have updated and modified the agreement. Please take a look through it and let me know if there are any changes you would like. Two things that we haven't had in most of the contracts that are in this form are in Section 2. Time and Materials Basis and in Section 18 which sets up a reserve in any project budget for changes. Are those both things that Public Works is fine with?

Thanks-
Rich

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

From: Sandra Pointer
Sent: Tuesday, May 14, 2019 8:52 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Subject: RE: AWARD for Aviation services along with contract

Correct, we will only use this firm for the AIRPORT projects. We have an engineer for our road services.

From: Richard Tovey
Sent: Tuesday, May 14, 2019 8:50 AM
To: Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: AWARD for Aviation services along with contract

Sandi-

I am working through the contract now. Will the county be using this company for general engineering issues or just for the airport? I am thinking that if they are contracted for the airport that we should clarify that in the agreement. "The COUNTY has need of a consulting Engineer from time to time for a variety of county airport projects. The COUNTY hereby designates the ENGINEER as "Engineer of Record for Morrow County Airport projects." Thoughts?

Thanks-
Rich

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

Sandra Pointer

From: Kate Knop
Sent: Thursday, May 23, 2019 6:02 PM
To: Sandra Pointer; Richard Tovey; Justin Nelson
Subject: RE: AWARD for Aviation services along with contract

I don't have any concerns regarding the contract award. We can meet to discuss the budget as needed.

Best regards,

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Monday, May 13, 2019 7:13 AM
To: Richard Tovey <rtovey@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: FW: AWARD for Aviation services along with contract

Richard, Justin and Kate,
Any of you looked this over for award for a contract?

From: Sandra Pointer
Sent: Wednesday, May 08, 2019 7:40 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: AWARD for Aviation services along with contract

Justin and/or Richard,

I am getting things ready for an AWARD to contract aviation services you will find the award and also a contract I had started editing some items but feel you need to do you modifications. I am looking to get this awarded on May 15th then will contract sign the 22 of May. Please let me know if there is anything else you wish to have.

Morrow County Public Works
Sandi Pointer

AGREEMENT FOR ENGINEERING AVIATION PROJECT SERVICES

THIS AGREEMENT, made this May 22, 2019, by and between **Morrow County, Oregon**, hereinafter referred to as the COUNTY, and **Century West Engineering Corporation** hereinafter referred to as the ENGINEER:

The COUNTY has need of a consulting Engineer from time to time for various Morrow County Lexington Airport projects. The COUNTY hereby designates the ENGINEER as "Engineer of Record for Morrow County Lexington Airport projects". The COUNTY intends to have the ENGINEER provide assistance with these projects and intends to contract for these services on a project-by-project basis by issuing individual Work Orders which will by extensions of this general engineering agreement, subject to all of the provisions contained herein. The scope of work and cost of services for each specific project shall be described in each project Work Order requesting the ENGINEER'S services. The ENGINEER agrees to provide the necessary engineering services under the terms and conditions as outlined herein and as may be further detailed and described in the respective Work Orders.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – ENGINEERING SERVICES

WORK ORDERS

The COUNTY shall request the ENGINEER to provide Professional Services whenever the COUNTY wishes to engage the ENGINEER. A Work Order (see general format attached to this Agreement) shall be prepared which describes the scope of services to be provided by the ENGINEER, which describes any special contractual agreements that are applicable to the Work Order, and which defines the method of compensation for the services to be performed. Either the COUNTY or the ENGINEER may prepare the Work Order. The ENGINEER will provide the services outlined in the Work Order after the Work Order has been approved and authorized by both the COUNTY and the ENGINEER's representatives. However, the ENGINEER may proceed immediately, if requested by the COUNTY, and the Work order will be prepared and approved within a reasonable amount of time thereafter. Work Orders will be prepared for each specific project or work task to be performed for the COUNTY.

ENGINEERING SERVICES

When requested by the COUNTY in a Work Order, the ENGINEER may provide engineering services of the general type and scope outlined hereafter. The detailed scope of the requested engineering services shall be defined in the respective Work Order.

1. Planning studies, technical evaluations, and feasibility studies.

2. Design engineering services including conceptual designs, cost estimates, site mapping, final designs, and plans and specifications.
3. Construction engineering services such as construction contract administration, engineering review of construction work, staking, and materials testing.
4. Preparation of environmental review records, impact statements, and other information as may be requested from outside agencies or bodies.
5. Assistance with obtaining permits, applications, etc., as necessary for the work.
6. Property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements.
7. Geological, hydraulic, or other studies.
8. Assistance with water right issues and the preparation of water right applications.
9. Administrative services for administering project grant and loan funding from outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, audit data, wage monitoring and reviews, and other support as appropriate to help facilitate the overall project development in accordance with local, State, and Federal requirements.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

The COUNTY shall compensate the ENGINEER for the various engineering services to be provided on either a Lump Sum Basis or on a Time and Materials Basis as the COUNTY and ENGINEER agree. The method(s) of compensation shall be defined in each Work Order and as described herein.

1. Lump Sum Basis

The COUNTY shall compensate the ENGINEER on a lump sum basis for the tasks defined and at the dollar amounts stated in the respective Work Orders. If during the course of the work, the scope of the work should substantially change, the COUNTY and the ENGINEER shall amend the Work Order to cover the revised scope and lump sum cost of services.

2. Time and Materials Basis

The COUNTY shall compensate the ENGINEER on a time and materials basis, plus direct reimbursable expenses, for the tasks defined in the respective Work Orders.

The time and materials cost referred to in this Agreement shall be the sum of the “total personnel cost” plus “overhead cost and profit”. Total personnel cost includes the base wages paid to employees plus payroll taxes and fringe benefits. Total personnel cost is computed as 1.35 times the base wages paid to employees. This figure shall be adjusted annually to reflect changes in the cost of payroll taxes and fringe benefits.

The overhead cost and profit is 1.52 times the total personnel cost. The overhead cost and profit factor may be adjusted annually to reflect the ENGINEER'S actual overhead rate.

Direct reimbursable expenses shall include such direct job costs as the cost of travel, subsistence, lodging, special tests and services of special or outside consultants, plus 10 percent to cover handling, overhead, and insurance costs, etc. Mileage shall be charged at the Federal reimbursement rate (currently \$0.555 per mile).

3. Payment

The COUNTY agrees to pay the ENGINEER for the services outlined in this section on a monthly basis for the actual services provided. The ENGINEER will render to the COUNTY an itemized bill at the end of each month, for compensation for such services performed under each separate Work Order during such month, the same to be due and payable by the COUNTY to the ENGINEER. Past due amounts owed shall include a service fee charge of 10 percent annual interest from the 45th day from date of billing. The ENGINEER may suspend work under this Agreement until the account is paid in full.

SECTION C – GENERAL PROVISIONS

1. This Agreement represents the entire and integrated agreement between the COUNTY and the ENGINEER and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the ENGINEER.
2. This Agreement is not exclusive to either party. The COUNTY may contract with other engineering firms as the COUNTY deems appropriate and in the best interest of the COUNTY.
3. Approval of a Work Order under this Agreement by the COUNTY and the ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for in this Agreement and as further defined in the respective Work Order. However, the ENGINEER may proceed immediately with the work prior to execution of a Work Order, if requested by the COUNTY.
4. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
5. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended purpose of the projects and no warranty or representation either express or implied, is included or intended as part of its services.
7. Any opinion of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the COUNTY. Since the ENGINEER has no control over the cost of labor and material, or over the competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the COUNTY.
8. The COUNTY shall pay plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, State, or Federal authorities, and shall secure the necessary land easements, rights-of-way, and construction permits.
9. Insofar as the work under this Agreement may require, the COUNTY shall furnish the ENGINEER all existing maps, field survey data, grades and lines of street, pavements, and boundaries, rights-of-way, and other surveys presently available. The COUNTY shall provide for full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
10. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
11. Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the COUNTY, are and shall remain the property of the ENGINEER. Documents, including plans and specifications, which contain an Engineer's stamp prepared under this Agreement are instruments of service of the Engineer. Reuse of any of the plans and specifications that may be developed during a project by the COUNTY on extensions of the project or on any other project without the written permission of the ENGINEER shall be at the COUNTY'S risk. The COUNTY agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of any unauthorized reuse of the ENGINEER'S instruments of service by the COUNTY OR BY OTHER'S AGENTS ACTING THROUGH THE COUNTY. The ENGINEER shall make available to the COUNTY, when requested, copies of these documents, plans, photographs, etc., that are prepared as part of the ENGINEER'S services under this Agreement. There will be no cost for these documents except for the cost of the labor to compile the documents and the reproduction costs.
12. There are no third party beneficiaries of this Agreement between COUNTY and

ENGINEER and no third party shall be entitled to rely upon any work performed or reports prepared by the ENGINEER hereunder.

13. Neither the COUNTY nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
14. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the ENGINEER shall be paid for services based on actual man-hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
15. This Agreement may be terminated by either party without cause with 60 days notice to the other party, and may also be terminated for non-appropriation of funds. If this Agreement is terminated, the ENGINEER shall be paid for services performed based on actual man-hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
16. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
17. The COUNTY will require that any contractor or subcontractor performing construction work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the COUNTY and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Construction contract Documents, but not including liability that may be due to the sole negligence of the COUNTY, the ENGINEER, their consultants, or their officers, agents and employees.
18. The COUNTY and ENGINEER acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the drawing and specifications or changes that are identified during construction which will result in a better overall project for the COUNTY, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the COUNTY, ENGINEER or Contractor.

As a consequence of the above, the COUNTY realizes that the construction contractors may be entitled to additional payment. The COUNTY agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved

change order. The COUNTY further agrees to make no claim by way of direct or third party action against the ENGINEER with respect to additional payments made to construction contracts relating to such changes.

19. The ENGINEER shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The ENGINEER shall comply with applicable Federal, State, and local laws, rules, and regulations concerning Equal Employment Opportunity.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

CONTRACTOR
CENTURY WEST ENGINEERING CORPORATION

By:  Title: PRESIDENT Date: 5/14/2019
JOSEPH ROSHAK

COUNTY
MORROW COUNTY BOARD OF COMMISONERS

Date: _____

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

APPROVED AS TO FORM:

County Counsel

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

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

Annual contract for Assessment Map Maintenance with Oregon Dept. of Revenue.

2. FISCAL IMPACT:

\$18,000 (see attached Budget Worksheet)

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

Approve and sign

Attach additional background documentation as needed.

MORROW COUNTY, OREGON
 PROPOSED BUDGET WORKSHEET
 AS OF: MAY 31ST, 2019

101-GENERAL FUND
 ASSESSOR/TAX COLLECTOR

			----- 2018-2019 -----		----- 2019-2020 -----	
	2016-2017 ACTUAL	2017-2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	REQUESTED BUDGET	PROPOSED BUDGET
101-103-5-10-1015 AESSOR/TAX CLERK	32,646	35,593	36,876	29,785	39,644	
101-103-5-10-1016 ASSESS/TAX CLERK	46,727	58,317	60,067	48,515	61,869	
101-103-5-10-1301 FICA	22,078	22,720	25,029	20,543	26,357	
101-103-5-10-1302 WORKERS COMP	2,359	2,063	3,249	2,220	3,447	
101-103-5-10-1303 PACIFIC MUTUAL	91,561	144,330	100,116	84,810	105,427	
101-103-5-10-1305 AOC - MEDICAL	91,734	98,353	105,686	87,813	107,857	
101-103-5-10-1306 DENTAL INSURANCE	6,804	7,342	7,678	6,153	7,365	
101-103-5-10-1309 UNEMPLOYMENT INSURANCE	4,679	4,284	3,501	2,768	3,397	
101-103-5-10-1316 PRINCIPAL FINANCIAL GR	441	437	434	364	434	
101-103-5-10-1317 UNITED HERITAGE LIFE	357	346	364	289	364	
101-103-5-10-1320 VACATION ACCRUALS	640	227	1,033	0	1,064	
101-103-5-10-1321 MANDATED MEDICARE	5,163	5,314	4,939	4,804	5,142	
TOTAL PERSONNEL SERVICES	594,411	665,075	655,722	536,792	685,964	
MATERIALS & SERVICES						
101-103-5-20-2110 STATIONERY, OFFICE FOR	3,091	3,093	4,000	3,119	5,000	
101-103-5-20-2210 BOOKS, PERIODICALS, PU	664	1,329	2,000	680	2,500	
101-103-5-20-2251 GASOLINE	1,542	1,638	3,500	819	3,500	
101-103-5-20-2255 LEGAL FEES	0	1,406	4,500	4,306	2,000	
101-103-5-20-2256 SHORT PAYMENTS	24	22	50	0	50	
101-103-5-20-3140 PROFESSIONAL SERVICES	1,310	400	2,000	205	2,000	
101-103-5-20-3230 PUBLISHING	649	332	650	314	650	
101-103-5-20-3240 TELEPHONE	0	0	0	0	0	
101-103-5-20-3311 LODGING AND MEALS (TRNI	7,321	6,437	10,000	5,533	10,000	
101-103-5-20-3314 REGISTRATION & DUES	4,630	4,233	4,000	2,410	4,000	
101-103-5-20-3323 MILEAGE	0	0	500	0	500	
101-103-5-20-3420 DEPT OF REVENUE MAPPIN	16,380	12,930	18,000	9,630	18,000	
101-103-5-20-3441 GOVERNMENTAL FEES	9,195	6,943	7,000	3,652	7,000	
101-103-5-20-3505 BONDS	500	500	500	500	500	
101-103-5-20-3710 REPAIR & MAINT AUTO OU	351	214	2,500	1,277	2,500	
101-103-5-20-3711 GIS DATA BASE CONTRACT	28,980	0	0	0	0	
101-103-5-20-3718 A & T PROGRAM MAINTENA	45,882	47,973	61,000	38,184	70,000	
101-103-5-20-3719 GIS PROGRAM MAINTENANC	1,500	1,500	2,000	1,500	2,000	
TOTAL MATERIALS & SERVICES	122,019	88,950	122,200	72,128	130,200	
CAPITAL OUTLAY						
101-103-5-40-4151	0	0	0	0	0	
101-103-5-40-4401 OFFICE FURNITURE	0	0	0	0	0	
101-103-5-40-4402 OFFICE EQUIPMENT	5,587	0	0	0	0	
101-103-5-40-4426 REPLACEMENT VEHICLE	0	0	0	0	25,000	
TOTAL CAPITAL OUTLAY	5,587	0	0	0	25,000	
TOTAL EXPENDITURES	722,017	754,025	777,922	608,920	841,164	
REVENUE OVER/ (UNDER) EXPENDITURES (	543,615)	(652,049)	(658,322)	(482,549)	(711,464)	

From: [Richard Tovey](#)
To: [Mike Gorman](#)
Subject: RE: Morrow County ORMAP Map Maintenance Contract for 2019-2020
Date: Tuesday, May 28, 2019 8:43:12 AM

Mike-

Doesn't look like much has changed in the last year. I have no issues with the form or content. The ORMAP Map Maintenance Contract is good to go for review by the BoC.

Thanks-

Rich

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

From: Mike Gorman
Sent: Tuesday, May 28, 2019 8:19 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Subject: FW: Morrow County ORMAP Map Maintenance Contract for 2019-2020

Hi Rich,

Hope you had a great weekend. Would you review the attached contract? It is for my annual mapping maintenance with the DOR. Also attached is last years'.

Thanks,

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

From: HILL Nick * DOR [<mailto:Nick.Hill@oregon.gov>]
Sent: Friday, May 24, 2019 3:57 PM
To: Mike Gorman <mgorman@co.morrow.or.us>
Cc: HALL Rebecca * DOR <Rebecca.HALL@oregon.gov>; OLSON Krista * DOR <Krista.OLSON@oregon.gov>
Subject: Morrow County ORMAP Map Maintenance Contract for 2019-2020

Attached is your county's ORMAP Map Maintenance Contract for 2019-2020. It has already been signed by Rebecca Hall from DOR.

Please have it signed by the appropriate parties and return a scanned copy to me.

Thank you,
Nick Hill
Contracts and Procurement Specialist
Oregon Department of Revenue

Phone: (503) 947-2623
Mobile: (971) 301-0481
E-Mail: nick.hill@oregon.gov

From: [Kate Knop](#)
To: [Mike Gorman](#)
Subject: RE: Morrow County ORMAP Map Maintenance Contract for 2019-2020
Date: Tuesday, May 28, 2019 2:30:59 PM

I approve.

Kate Knop

Finance Director

Morrow County

P.O. Box 867

Heppner, OR 97836

541-676-5615 or x5302

kknop@co.morrow.or.us



From: Mike Gorman
Sent: Tuesday, May 28, 2019 8:47 AM
To: Kate Knop <kknop@co.morrow.or.us>
Subject: FW: Morrow County ORMAP Map Maintenance Contract for 2019-2020

Kate, will you review the attached contract for DOR map maintenance? Rich has already approved. The dollar amount in the contract matches the amount in the budget. I wish to have this contract signed at next week's commission meeting.

Thanks,

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

From: HILL Nick * DOR [<mailto:Nick.Hill@oregon.gov>]
Sent: Friday, May 24, 2019 3:57 PM
To: Mike Gorman <mgorman@co.morrow.or.us>
Cc: HALL Rebecca * DOR <Rebecca.HALL@oregon.gov>; OLSON Krista * DOR

<Krista.OLSON@oregon.gov>

Subject: Morrow County ORMAP Map Maintenance Contract for 2019-2020

Attached is your county's ORMAP Map Maintenance Contract for 2019-2020. It has already been signed by Rebecca Hall from DOR.

Please have it signed by the appropriate parties and return a scanned copy to me.

Thank you,
Nick Hill
Contracts and Procurement Specialist
Oregon Department of Revenue

Phone: (503) 947-2623

Mobile: (971) 301-0481

E-Mail: nick.hill@oregon.gov

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #DOR-161-19**

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

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

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2019 to June 30, 2020. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

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

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

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	300	\$60.00	\$18,000
Related Maps		Actual	

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

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Ralph Amador Date
Chief Financial Officer

Internal Review

By Rebecca Hall 7/24/19
Rebecca Hall Date
Unit Manager, Property Tax Division

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

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED

By _____
Assessing Official of Morrow County Date



100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: ggutierrez@co.morrow.or.us

TREASURER

Gayle L. Gutierrez

06/05/2019

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.75%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

The interest rate for US Bank is .01694%.

Investment in US Bank is 2.539%. The State Pool was at 2.25% at the time the investment was made.

Outstanding checks as of April 30, 2019 total is \$417,755.38.

The statement and activity sheets for the LGIP is also included.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	7,061,621.29 (	711,263.23)	6,350,358.06
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,586.80	39.86	17,626.66
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	385,492.97	875.39	386,368.36
202-100-1-10-1500		ROAD FC W/TREASURER	3,018,282.93	6,553.28	3,024,836.21
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	433,289.43	26,954.21	460,243.64
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	39,494.07	3,993.43	43,487.50
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	36,895.28	83.63	36,978.91
207-100-1-10-1500		911 FC W/TREASURER	204,681.04	59,194.54	263,875.58
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	218,701.47	1,903.37	220,604.84
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	808,005.48	93,337.63	901,343.11
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	836.56	37,490.20	38,326.76
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	81.45	3,364.80	3,446.25
214-100-1-10-1500		FAIR FC W/TREASURER	223,785.19	3,998.59	227,783.78
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	37,664.90	7,585.37	45,250.27
216-100-1-10-1500		STF FC W/TREASURER	38,615.48	12,606.89	51,222.37
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	71,207.98	161.40	71,369.38
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,113.78	52.39	23,166.17
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	52,079.63	17,260.71	69,340.34
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	24,011.75 (	7,602.01)	16,409.74
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	39,546.96	89.64	39,636.60
223-100-1-10-1500		CAMI GRANT FC W/TREAS	30,304.47 (	5,150.44)	25,154.03
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,330.65	12.08	5,342.73
225-100-1-10-1500		STF VEHICLE FC W/TREAS	140,791.61	319.12	141,110.73
226-100-1-10-1500		FAIR ROOF FC W/TREAS	18,135.42	2,041.11	20,176.53
227-100-1-10-1500		HAPPNER ADMIN BLDG FC W/TREAS	36,587.92 (	21,067.87)	15,520.05
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	23,906.91 (	13.08)	23,893.83
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	10,201.72	23.12	10,224.84
230-100-1-10-1500		RODEO FC W/TREAS	19,801.16	44.88	19,846.04
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	76,403.04	59,378.06	135,781.10
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	19,233.47	205.28	19,438.75
234-100-1-10-1500		DUII IMPACT FC W/TREAS	27,902.11	63.24	27,965.35
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,732.78	5,012.99	10,745.77
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	716,611.19	40,519.52	757,130.71
238-100-1-10-1500		PARK FC W/TREAS	315,783.68	23,088.33	338,872.01
240-100-1-10-1500		EQUITY FC W/TREAS	170,573.48	386.62	170,960.10
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	248,146.18	25,562.45	273,708.63
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	842.77	1.91	844.68
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	61,706.15	6,027.23	67,733.38
322-100-1-10-1500		COURT SECURITY FC W/TREAS	161,061.51	482.87	161,544.38
500-100-1-10-1500		ECHO WINDS FC W/TREAS	6,856.57	15.54	6,872.11
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	15,886.62	36.01	15,922.63
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	25,747.72 (	8,533.76)	17,213.96
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	11,019.42	24.98	11,044.40
510-100-1-10-1500		P & P FC W/TREAS	385,591.27	87,446.03	473,037.30
514-100-1-10-1500		IONE SD B & I FC W/TREAS	6,441.21 (	5,951.41)	489.80

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		2,109.37 (	1,940.28)	169.09
516-100-1-10-1500	RADIO DIST FC W/TREAS		11,323.04 (	10,447.55)	875.49
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		1,672.24 (	1,544.63)	127.61
521-100-1-10-1500	PGE CARTY FC W/TREAS		15,147.21	34.33	15,181.54
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		60,318.83 (	55,645.83)	4,673.00
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		13,886.61 (	12,830.47)	1,056.14
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.13 (	0.13)	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		7,253.08 (	6,704.97)	548.11
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		15,213.04	67.69	15,280.73
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		182.87 (	169.46)	13.41
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,433.61	9.53	3,443.14
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		5,602.31 (	5,169.21)	433.10
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		63,605.37 (	58,751.19)	4,854.18
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		12,815.17 (	11,859.85)	955.32
633-100-1-10-1500	CITY OF IONE FC W/TREAS		2,063.82 (	1,908.66)	155.16
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		6,499.78 (	6,005.50)	494.28
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		1,306.82 (	1,205.75)	101.07
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		36,970.06 (	34,089.75)	2,880.31
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		2,030.03 (	1,875.57)	154.46
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		3,748.45 (	3,464.66)	283.79
640-100-1-10-1500	IONE RFPD FC W/TREAS		692,483.85 (	20,813.41)	671,670.44
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		117.43	0.55	117.98
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		916.73 (	845.28)	71.45
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		1,685.58 (	1,558.14)	127.44
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		112,682.14 (	4,551.54)	108,130.60
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		684.60 (	634.03)	50.57
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		4,982.60 (	4,605.33)	377.27
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		9,674.80 (	8,920.70)	754.10
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		2,720.28 (	2,519.19)	201.09
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		27,763.63 (	25,478.15)	2,285.48
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		755,502.42	4,060.60	759,563.02
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		316.45 (	292.60)	23.85
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		244,119.19 (	225,095.66)	19,023.53
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,887,582.49	8,778.56	1,896,361.05
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		40,838.03 (	37,681.89)	3,156.14
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.94	0.03	13.97
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	0.00	26,031.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		7,182.06 (	4,985.99)	2,196.07
658-100-1-10-1500	BMCC FC W/TREASURER		43,856.95 (	40,467.48)	3,389.47
659-100-1-10-1500	BMCC B & I FC W/TREASURER		14,748.41 (	13,609.13)	1,139.28
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		14,123.88 (	13,023.56)	1,100.32
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		1,503.03 (	1,389.33)	113.70
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		14,431.77 (	13,312.09)	1,119.68
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		6,132.37 (	5,666.50)	465.87
667-100-1-10-1500	BOTT FC W/TREASURER		0.00	0.00	0.00

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: APRIL 30TH, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500		TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	10,613.86	24.06	10,637.92
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	11,206.88	25.40	11,232.28
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,119.23	2.54	1,121.77
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	179,097.87	20,439.18	199,537.05
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	38,535.48	34,691.53	3,843.95
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	1,924.87	8.89	1,933.76
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,211,000.89	477.12	1,211,478.01
685-100-1-10-1500		STATE HOUSING FC W/TREAS	19,939.70	10,496.56	9,443.14
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	72,263.83	163.79	72,427.62
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	23,626.61	21,838.77	1,787.84
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	1,145.49	1,066.57	78.92
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	1,604.15	1,494.01	110.14
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.02	0.01	0.01
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			21,095,364.29	907,903.74	20,187,460.55

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	293,182.81	128,530.69	164,652.12
999-100-1-10-1502	PAYROLL BEO	11,694.54	1.18	11,695.72
999-100-1-10-1503	STATE TREASURY POOL	19,788,996.74	779,374.24	19,009,622.50
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.16	0.00	100.16
999-100-1-10-1508	US BANK	1,000,502.80	0.01	1,000,502.81
SUBTOTAL CASH IN BANK - POOLED CASH		21,094,477.05	907,903.74	20,186,573.31

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH

21,094,477.05	(907,903.74)	20,186,573.31
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OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending **April 30, 2019**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	19,788,996.74
Purchases	614,234.56
Redemptions	(1,393,608.80)
<hr/>	
Closing Balance	\$19,009,622.50
Dividends	43,022.17

Asset Summary		
	April 30, 2019	March 31, 2019
Oregon LGIP	19,009,622.50	19,788,996.74
Total	\$19,009,622.50	\$19,788,996.74



Account Statement

For the Month Ending April 30, 2019

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,788,996.74
04/01/19	04/01/19	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - March 2019	1.00	fees (0.30)	19,788,996.44
04/01/19	04/01/19	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - March 2019	1.00	(0.20)	19,788,996.24
04/02/19	04/02/19	Redemption - ACH Redemption	1.00	DCBS (165.00)	19,788,831.24
04/02/19	04/02/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	T/O (2,109.37)	19,786,721.87
04/02/19	04/02/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(1,672.24)	19,785,049.63
04/02/19	04/02/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(27,763.63)	19,757,286.00
04/02/19	04/02/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(58,605.36)	19,698,680.64
04/02/19	04/02/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(9,674.80)	19,689,005.84
04/02/19	04/02/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(244,955.75)	19,444,050.09
04/02/19	04/02/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(77,491.98)	19,366,558.11
04/02/19	04/02/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(40,838.03)	19,325,720.08
04/02/19	04/02/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(30,149.27)	19,295,570.81
04/03/19	04/03/19	Redemption - ACH Redemption	1.00	(182.87)	19,295,387.94
04/04/19	04/04/19	Redemption - ACH Redemption	1.00	BT (200,000.00)	19,095,387.94
04/05/19	04/05/19	SFMS Fr:Oregon Health Authority CFAA Special Payments - Interest Adjustment Late Presentment 4-4-2019	1.00	HD 0.23	19,095,388.17
04/05/19	04/05/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor) - Interest Adjustment Late Presentment 4-4-2019	1.00	OLCC 0.37	19,095,388.54
04/05/19	04/05/19	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	HD 3,000.00	19,098,388.54
04/05/19	04/05/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	OLCC 4,861.04	19,103,249.58



Account Statement

For the Month Ending April 30, 2019

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
04/10/19	04/10/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	HD 1,077.70	19,104,327.28
04/10/19	04/10/19	Redemption - ACH Redemption	1.00	BT (400,000.00)	18,704,327.28
04/12/19	04/12/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	CCS 155,230.63	18,859,557.91
04/16/19	04/16/19	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	Fed F. 172,499.94	19,032,057.85
04/17/19	04/17/19	ODOT - ODOT PYMNT	1.00	GAS 62,804.40	19,094,862.25
04/22/19	04/22/19	SFMS Fr:Youth Authority, Oregon Juvenile Basic	1.00	JUV 3,040.24	19,097,902.49
04/23/19	04/23/19	ODOT - ODOT PYMNT	1.00	SCA 27,251.14	19,125,153.63
04/24/19	04/24/19	Redemption - ACH Redemption	1.00	BT (300,000.00)	18,825,153.63
04/25/19	04/25/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	Monthly 23,159.83	18,848,313.46
04/26/19	04/26/19	OR REV CAFFA - DORACHDISB	1.00	CAFFA 25,083.00	18,873,396.46
04/26/19	04/26/19	SFMS Fr:Military Dept 911 Tax	1.00	911 75,657.50	18,949,053.96
04/29/19	04/29/19	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	219 17,141.37	18,966,195.33
04/30/19	04/30/19	OR DHS HP MMIS - TITLE XIX	1.00	HD 405.00	18,966,600.33
04/30/19	05/01/19	Accrual Income Div Reinvestment - Distributions	1.00	int 43,022.17	19,009,622.50



Account Statement

For the Month Ending **April 30, 2019**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					19,009,622.50
		Month of April	Fiscal YTD July-April		
Opening Balance		19,788,996.74	14,425,454.12	Closing Balance	19,009,622.50
Purchases		614,234.56	33,039,499.82	Average Monthly Balance	19,035,478.30
Redemptions		(1,393,608.80)	(28,455,331.44)	Monthly Distribution Yield	2.75%
<hr/>					
Closing Balance		19,009,622.50	19,009,622.50		
Dividends		43,022.17	353,498.42		



Daily Confirmation of Activity
as of April 30, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,966,195.33
04/30/19	05/01/19	Accrual Income Div Reinvestment - Distributions	1.00	43,022.17	19,009,217.50
04/30/19	04/30/19	OR DHS HP MMIS - TITLE XIX	1.00	405.00	19,009,622.50
Closing Balance					19,009,622.50



OREGON
STATE
TREASURY

Daily Confirmation of Activity
as of April 29, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,949,053.96
04/29/19	04/29/19	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	17,141.37	18,966,195.33
Closing Balance					18,966,195.33



Daily Confirmation of Activity
as of April 26, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,848,313.46
04/26/19	04/26/19	OR REV CAFFA - DORACHDISB	1.00	25,083.00 ✓	18,873,396.46
04/26/19	04/26/19	SFMS Fr: Military Dept 911 Tax	1.00	75,657.50 ✓	18,949,053.96
Closing Balance					18,949,053.96



Daily Confirmation of Activity
as of April 25, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,825,153.63
04/25/19	04/25/19	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	23,159.83	18,848,313.46
Closing Balance					18,848,313.46



Daily Confirmation of Activity
as of April 24, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,125,153.63
04/24/19	04/24/19	Redemption - ACH Redemption	1.00	(300,000.00)	18,825,153.63
Closing Balance					18,825,153.63



Daily Confirmation of Activity
as of April 23, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,097,902.49
04/23/19	04/23/19	ODOT - ODOT PYMNT	1.00	27,251.14	19,125,153.63
Closing Balance					19,125,153.63



Daily Confirmation of Activity
as of April 22, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,094,862.25
04/22/19	04/22/19	SFMS Fr:Youth Authority, Oregon Juvenile Basic	1.00	3,040.24	19,097,902.49
Closing Balance					19,097,902.49



Daily Confirmation of Activity
as of April 17, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,032,057.85
04/17/19	04/17/19	ODOT - ODOT PYMNT	1.00	62,804.40	19,094,862.25
Closing Balance					19,094,862.25



Daily Confirmation of Activity
as of April 16, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,859,557.91
04/16/19	04/16/19	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	172,499.94	19,032,057.85
Closing Balance					19,032,057.85



Daily Confirmation of Activity
as of April 12, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,704,327.28
04/12/19	04/12/19	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	155,230.63	18,859,557.91
Closing Balance					18,859,557.91



Daily Confirmation of Activity
as of April 10, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,103,249.58
04/10/19	04/10/19	Redemption - ACH Redemption	1.00	(400,000.00)	18,703,249.58
04/10/19	04/10/19	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,077.70	18,704,327.28
Closing Balance					18,704,327.28



Daily Confirmation of Activity
as of April 5, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,095,387.94
04/05/19	04/05/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	4,861.04	19,100,248.98
04/05/19	04/05/19	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor) - Interest Adjustment Late Presentment 4-4-2019	1.00	0.37	19,100,249.35
04/05/19	04/05/19	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	3,000.00	19,103,249.35
04/05/19	04/05/19	SFMS Fr:Oregon Health Authority CFAA Special Payments - Interest Adjustment Late Presentment 4-4-2019	1.00	0.23	19,103,249.58
Closing Balance					19,103,249.58



Daily Confirmation of Activity
as of April 4, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
					19,295,387.94
04/04/19	04/04/19	Redemption - ACH Redemption	1.00	(200,000.00)	19,095,387.94
Closing Balance					
					19,095,387.94



Daily Confirmation of Activity
as of April 3, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,295,570.81
04/03/19	04/03/19	Redemption - ACH Redemption	1.00	(182.87) ✓	19,295,387.94
Closing Balance					19,295,387.94



Daily Confirmation of Activity
as of April 2, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					19,788,996.24
04/02/19	04/02/19	Redemption - ACH Redemption	1.00	(165.00) ✓	19,788,831.24
04/02/19	04/02/19	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(58,605.36) ✓	19,730,225.88
04/02/19	04/02/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(27,763.63) ✓	19,702,462.25
04/02/19	04/02/19	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(9,674.80) ✓	19,692,787.45
04/02/19	04/02/19	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(77,491.98) ✓	19,615,295.47
04/02/19	04/02/19	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(2,109.37) ✓	19,613,186.10
04/02/19	04/02/19	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(1,672.24) ✓	19,611,513.86
04/02/19	04/02/19	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(40,838.03) ✓	19,570,675.83
04/02/19	04/02/19	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(30,149.27) ✓	19,540,526.56
04/02/19	04/02/19	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(244,955.75) ✓	19,295,570.81
Closing Balance					19,295,570.81



Daily Confirmation of Activity
as of April 1, 2019

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
					19,788,996.74
04/01/19	04/01/19	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - March 2019	1.00	(0.30) ✓	19,788,996.44
04/01/19	04/01/19	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - March 2019	1.00	(0.20) ✓	19,788,996.24
Closing Balance					
					19,788,996.24

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

IN THE MATTER OF AUTHORIZING) ORDER NO. OR-2019-10
THE COUNTY TREASURER TO)
INVEST FUNDS)

This matter having come before the Morrow County Board of Commissioners this 5th day of June 2019, at a properly organized meeting, a quorum having been present and all notice and procedural requirements having been met, the Morrow County Board of Commissioners does hereby make the following findings and issue the following ORDER:

That the Morrow County Treasurer is a “custodial officer” as defined by ORS 294.004(2);

That the Morrow County Treasurer is authorized to invest funds of this body by virtue of ORS 294.035, 294.125, and other general authorization:

Therefore, it is hereby ordered that the Treasurer of Morrow County is authorized to invest the funds of this body, subject to all statutory guidelines and provisions, for the fiscal year 2019-2020:

It is further ORDERED that this ORDER be spread upon the minutes/journal of this body.

SO ORDERED this 5th day of June 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Approved as to Form:

Morrow County Counsel



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

(For BOC Use)
Item #
76

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: Health
Short Title of Agenda Item:

Phone Number (Ext): 5212
Requested Agenda Date: 6/5/19

Wildhorse Foundation Grant Award

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Confederated Tribes of the Umatilla Indian Reservation
Contractor/Entity Address: 46510 Wildhorse Blvd., Pendleton, Or 97801
Effective Dates - From: 6/1/19 Through: 6/30/19
Total Contract Amount: \$10,000 Budget Line: 101-114-3-30-3453
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith 5/17/19 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson 5/31/19 County Counsel *Required for all legal documents
Kate Knop 05/31/19 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 Health Dept. identified \$30,000 in funding within the Emergency Preparedness program FY 2019 Budget, that could be re-allocated into the Capital Outlay expense line to purchase a generator for the Boardman Health Dept office.

Purchase and installation of an emergency generator for the Boardman Clinic will address the following four significant areas of need: 1.) Protect vaccines during power outages; 2.) Allow the county to utilize the clinic as an emergency operations center; 3.) Address public health accreditation requirements of the department, and 4.) Coordinate public health responses during an epidemic or other public health emergencies. Purchase of a generator will also allow the clinic to operate critical services during power outages that include emergency response, Investigation and follow up of Communicable Disease, reproductive health, immunizations, etc.

The request to move funding into the Capital Outlay line item was made to the BOC with Finance (Kate) support and the request was approved.

Our next step was to obtain three different bids to reflect total cost to purchase and install the generator at the Boardman Office. Gordon's Electric provided the lowest of which at \$42,278, compared with Wildcat Electric at \$46,485 and Wight's Electric at \$49,865. Note, I will be following up this email with a request submitted to the BOC for Purchase Authorization of the Bid provided by Gordon's Electric.

Realizing the need to identify additional funding to fully implement the plan to obtain a generator with the associated installation costs, a grant application was submitted to the Wildhorse Foundation for an additional \$20,000 on 4/1/19.

The Health Dept received notification of the \$10,000 Wildhorse Foundation award via an award letter per USPS Thursday 5/16/19.

Please review the Grant Award notification and Grant Agreement Form and if you approve, please present to the BOC for review, approval and signature.

2. FISCAL IMPACT:

Funds will be utilized to purchase Capital Outlay equipment and will not result in any changes to current level of FTE.

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

Following review per county counsel, request the BOC review, approve and sign the Agreement with the Wildhorse Foundation to accept the \$10,000 Grant award.

Attach additional background documentation as needed.

WILDHORSE FOUNDATION

MAY 16 2019

May 9, 2019

Mrs. Sheree Smith
Morrow County Health Department
P. O. Box 799
Heppner, OR 97836

Dear Mrs. Sheree Smith,

The Wildhorse Foundation Board of Directors has reviewed your application for funds and we are pleased to inform you that a grant in the amount of \$10,000.00 was awarded to Morrow County Health Department for Boardman Health Department Emergency Generator.

Enclosed you will find a grant agreement form for your award. Please sign the agreement and return it to us, retaining a copy for your records. Your check will be mailed upon receipt by us of the signed agreement.

For your final report, log into your Wildhorse Foundation account or visit www.TheWildhorseFoundation.com to submit your report at the end of the grant period. Take note of the project period on your grant contract as it states when your final report is due.

We look forward to a successful partnership on this worthy project.

Sincerely,



Mary Liberty-Traugher
Foundation Administrator

DIRECTORS

George Murdock
Chairperson

Debra Croswell
Vice Chairperson

John Turner
Secretary/Treasurer

Doris Wheeler

Louisa Allman

Confederated Tribes of the Umatilla Indian Reservation
46510 Wildhorse Blvd. • Pendleton, Oregon 97801

WILDHORSE FOUNDATION
Grant Agreement Form

ACCEPTANCE OF GRANT:

The grant to your organization from Wildhorse Foundation is made solely for the purpose(s) described in the grant objectives below. Payment of the grant is conditioned on your acceptance of the terms described in this agreement. Your final report is due at the end of the project period stated below. The Final Report you must complete can be found by logging into your Wildhorse Foundation account or by visiting www.TheWildhorseFoundation.com. Please sign and return one copy of *this* document, *retaining a copy for your file*, as evidence of your understanding of, and agreement with the terms outlined below:

Grantee Contact Information: Morrow County Health Department
Mrs. Sheree Smith

Amount of grant: \$10,000.00

Project period: 6/1/2019 to 6/30/2019

Grant objectives: Boardman Health Department Emergency Generator

TERMS OF GRANT

1. USE OF FUNDS GRANTED: This grant is made expressly and solely for purposes stated in the grant objectives. The funds provided may be spent only in accordance with the provisions and budget in the application submitted. The program is subject to modification only with Foundation's prior written approval, requested a minimum of one month in advance of any potential modification.

2. EXPENDITURE RESPONSIBILITY: The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. All funds distributed by the Foundation will be spent within a year from the grant award or by the project end date indicated in the proposal application if the project length is greater than one year. Exceptions must be approved by the Foundation Board of Directors. Grantee will return to the Foundation any unexpended funds at the close of the project period, unless otherwise authorized by the Foundation Board of Directors through the granting of a time limited waiver. Funds also will be returned if the Foundation determines that the grantee has not performed in accordance with the Grant Agreement or satisfied the specific conditions of the approved program and its supporting budget.

3. REPORTS: The grantee will notify the Foundation of any changes in administrative or project management staff. The Foundation requires a financial and narrative report from the grantee covering the use of funds received from the Foundation, due upon completion of the project. The format of the financial section of this report should be consistent with that of the budget as it was approved by the Foundation and show a comparison of actual to budgeted

expenditures. The narrative report will contain the information requested in the Foundation's Grantee Report form. Interim reports may be requested by the Foundation.

4. PROGRAM MONITORING: In order to assist the effectiveness of our grants, the Foundation may conduct an evaluation of the program funded by this grant, which may include visits by representatives of the Foundation to observe the Grantee's program procedures and operations and discuss the program with Grantee personnel. The grantee will allow access to the site, books, records and personnel for monitoring purposes.

5. PUBLICITY: Announcements of the grant award will be made by the Foundation and are expected to be made by the grantee. When you issue a press release about this grant project, please email a copy of your press release to foundation@wildhorseresort.com.

6. INSURANCE: The grantee assures that liability and property insurance is held current by the grantee at a level considered adequate for program operations.

7. SPECIAL CONDITIONS:

8. LIMIT OF COMMITMENT: Unless otherwise provided in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the grantee.

We are pleased that Wildhorse Foundation is able to make this grant to your organization, and wish you continued success. Your check will be presented after you return this signed grant agreement form and complete any special conditions requirements listed above.

Authorizing Official (Print)

Date

Authorizing Official (Signature)

Date

W. Jane Liberton

Wildhorse Foundation Administrator

05/09/2019
Date



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Following a request with approval to reallocate \$30,000 within the Public Health Emergency Preparedness Program (PHEP) FY 2019 to Capital Outlay to allow for the purchase of a generator for the Boardman Office. Next, three bids were obtained from local Electrical Contractors. Gordon's Electric provided the lowest at \$42,278, compared with Wildcat Electric at \$46,485 and Wight's Electric at \$49,865.

The following funds: PHEP \$30,000, Wildhorse Foundation Grant award \$10,000, and a portion (\$2,278) of the additional \$4,743 PHEP funds awarded per OHA Agreement 154124-8 (from Statewide unspent FY 2018 funds) provided the needed dollars to make to support this purchase.

I am requesting authorization to purchase the generator and install a 50 KW Cummins generator as described in the Gordon's Electric bid: 1.) Acquire the electrical permits for the generator, 2.) construct a concrete pad for the generator and accompanying propane tank; 3.) Wire the generator into the permanent physical structure of the clinic using an automatic transfer switch, and 4.) training of staff for management/maintenance of the generator.

2. FISCAL IMPACT:

Funds will be utilized to purchase Capital Outlay equipment and will not result in any changes to current level of FTE.

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

Following review per county counsel, request the BOC review, approve and authorize the purchase of the Generator from Gordon's Electric as per the lowest Bid (of three), provided.

Attach additional background documentation as needed.

Gordon's Electric Inc.
80891 hwy 395 North
Hermiston, Ore. 97838
Phone # (541) 567-0114, Fax # (541) 567-1701
Lic # 30-24c cccb# 9144

February 20, 2019

Morrow County Health Department
101 Boardman, Ave. NW
Boardman, OR. 97818

RE: new backup generator system tied into existing utility system with automatic transfer switch

Attn: Shelley Wight

Our quote for the scope of work installed will be:

\$ 42,278.00

This includes the following:

- New 50 kw generator
- Automatic transfer switch
- Wiring to block heater on generator
- Wiring to battery charger on generator
- Concrete pads with protective bullards for generator and propane tank
- 500 gallon propane tank with 500 gallons of propane

- Electrical permit
- Start up and training of generator system
- Trenching and backfill

Exclusions to this quote:

- No service contract on generator (that must be done with owner and generator supplier, all generator suppliers offer this after install on private contract)

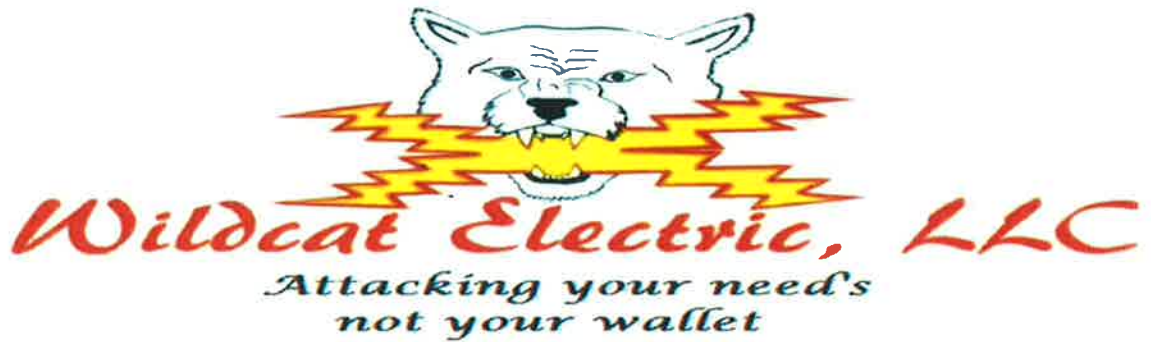
Notes to this quote:

1. Gordon's Electric will be installing a 50kw generator to be able to take all the load required on the east wing of the building. With this method we will be simply intercepting the utility power after the disconnect and running through the new transfer switch and back into the breaker panel located in furnace closet. This will power up all the new addition which will include the refrigerator that contains the medicine required to be kept cool at all times
2. The propane tank proposed will run this generator for 48hrs continuously in the event of power outage. If you wanted to go to a 1000 gallon propane tank you would have to add \$ 1,200.00 to the base quote.

Thanks for the opportunity to quote this to you. If you have any questions please feel free to call me anytime

Sincerely,

Mike Martin



32224 Baxter Rd, Hermiston OR, 97838

Phone: 541-571-2965 Fax: 541-289-6840

March 14, 2019

Boardman Health Department

Thank you for the opportunity to offer our Quote to supply and install 48kw automatic backup generator system with a 500 gallon propane tank.

“Note this price assumes that the power company will not require any updates to any of their existing equipment.”

Our price \$56,350.00

If you would like to down size the Generator to 22kw which would be 100amps of load.

Our price \$46,485.00

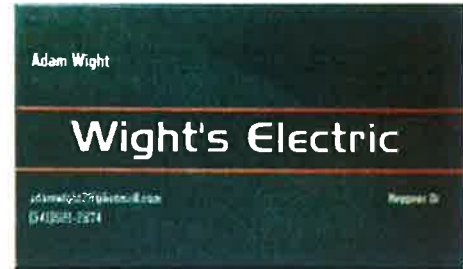
We are committed to providing an affordable price and great customer service.

Our quote is good for 30 days, If you have any questions or concerns feel free to contact me.

Thank you,

Chad Weems

Wight's Electric
PO Box 468
Heppner, OR 97836
United States



ESTIMATE

ADDRESS

Shelley Wight
Morrow County Health
Department
Heppner, Oregon 97836

ESTIMATE # 1052
DATE 03/15/2019

ACTIVITY	QTY	RATE	AMOUNT
Installation This bid is to cover the installation of a 50kw generator at the Boardman building. Bid is to cover. Labor for generator installation. Generator. 50kw. Cummins. Automatic Transfer switch. Cummins. Meter upgrade if needed. Trenching and back fill. Pipe and wire to and from generator. Pad for generator. Propane tank. (Filled) Permits. Bid is good for 30 days. Thank you for the chance to bid this job for you.	1	49,865.00	49,865.00
		TOTAL	\$49,865.00

Accepted By

Accepted Date

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County is one of the partners of the Eastern Oregon Modernization Collaborative representing 14 Eastern Oregon counties. I am forwarding the email from Teri Thalhofer of North Central Public Health District, acting as the Fiscal representative of the Eastern Oregon Modernization Collaborative. Through this partnership, the group identified the need for a data collection "dashboard" tool and VMSG was chosen. Remaining funds allocated to the Eastern Oregon Modernization collaborative will be utilized to pay the Invoices on behalf of each of the counties participating.

Morrow County will be required to authorize and sign the Software as a Service (SaaS) Agreement in order to utilize the VMSG Dashboard. I have attached the Invoice which has been submitted to North Central Public Health District for payment on behalf of Morrow County, as a reference only. Morrow County will not be making any payment for use of the VMSG Dashboard.

2. FISCAL IMPACT:

N/A No funding will be required by Morrow County. VMSG is a software Dashboard for Health Dept employees to utilize and will not result in any changes to FTE.

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

Following review per county counsel, the BOC or the County Administrator needs to review, approve and sign the agreement document to be returned to the State for full execution.

Attach additional background documentation as needed.



Knowledge Capital Alliance

Driving Organizational Performance

7373 E Doubletree Ranch Rd.
Suite 210
Scottsdale, AZ 85258
p: (480) 922-5327
www.kca-inc.com
info@kca-inc.com

SOFTWARE as a SERVICE (SaaS) AGREEMENT

VMSG Dashboard Performance Management System

The purpose of this Agreement ("Agreement") is to set forth to define an arrangement under which Knowledge Capital Alliance ("KCA") will provide Software as a Service ("SaaS") for the benefit of the Customer.

The standard SaaS Agreement with KCA is provided below. By purchasing and/or using our SaaS you are explicitly agreeing to all of the following terms and conditions:

DEFINITIONS.

"Software" shall mean the Software or Program(s) provided by KCA to Customer under this Agreement.

"Hosting Services" shall mean the services provided by KCA to Customer under this Agreement.

"Support Services" shall mean customer service and technical support provided to SaaS users as detailed under the Specifications.

"SaaS" shall mean the combination of internet-based (cloud) Software, Hosting Services, and Support Services provided by KCA to Customer.

"Source Code" shall mean the readable forms together with program and data files.

"Delivery" shall mean the SaaS transmitted by KCA to Customer electronically and in accordance with security measures agreed upon by both parties as described in this Agreement.

"KCA Materials" shall mean any software, code, audio files, video files, data, graphics or other materials or resources transmitted to Customer in order to provide any of the services under this Agreement.

Subject to the following terms and conditions of this Agreement, KCA will provide SaaS for Customer:

1. SAAS SPECIFICATIONS

KCA agrees to provide Customer with SaaS according to the following Specifications ("Specifications"):

SaaS

KCA provides SaaS in the form of cloud-based Software, Hosting Services, and Support Services.

Software

The VMSG Dashboard Performance Management System enables clients to manage the performance of their organization through the development, implementation and management of their strategic and operational plans.

Hosting Services

Fees for Hosting Services are included in the SaaS licensing fees.

Support Services

Fees for Support Services are included with the SaaS license for licensed system users. Services include:

- SaaS (Software as a Service)
 - Hosting
 - All software updates
 - Daily backups
 - Worldwide access via the Internet
- Initial setup
 - Establish Organization
 - Establish Groups and hierarchy
 - Establish Categories & Sub-Categories
 - Establish Users
 - Admin
 - Manager
 - Read/Write
 - Read-Only
 - Partner
- Online and Webinar-based User Training
- Technical Support

KCA agrees to provide assistance in using SaaS based on the customer's needs via e-mail, phone, text message, web-conference and KCA's web sites.

2. SERVICES PROVISIONS

Rights and License Granted.

Except for Customer use of the licensed SaaS, Customer is not granted any rights or license to the Software or Services under this agreement. Customer acknowledges that through its payments to KCA it is granted access to the SaaS. Customer further acknowledges that at no time shall it be entitled to download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement. The Customer understands that access to the SaaS ends when one of the following events takes place: 1) Customer payments are unpaid after sixty days (60 days) of the invoice date, or 2) Customer cancels its subscription with an advanced 30-day written notice and Customer's account is paid in full.

KCA reserves the right to remove any content KCA views as harmful or content that could subject KCA or a customer to a penalty.

Limitations to Rights and License.

At no time will Customer hold title to or ownership of any of the SaaS, KCA Data, Source Code or any Materials provided to Customer during the term of this Agreement.

Customer has real-time access to all of their data via the Data Export functions built into the system.

U.S. export control laws and other applicable export and import laws govern Customer's use of the SaaS, including technical data. Neither the KCA Materials nor any direct product thereof may be exported, directly or indirectly, in violation of these laws, or may be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

2.1 LENGTH OF SERVICE

Customer agrees to an initial, minimum term of service ("Term") of 1 year. At the Customer's option, they may initially purchase multiple years of service ("Term").

2.2 SERVICE START DATE

Service shall begin upon KCA receipt of payment for the first Term of service or upon a mutually agreed upon alternate date.

2.3 RENEWAL BY CUSTOMER

The VMSG Dashboard subscription may be renewed for a minimum Term of 1 year. KCA will notify Customer approximately 60 days prior to the annual renewal date. Customer will have the option to renew the subscription at the current license count, modify the license count or terminate the subscription with, at least, 30 days' notice to KCA. KCA will invoice Customer for the selected license count. Renewal prices will only change based on the modification of the user count.

2.4 SAAS PERSONALIZATION AND CUSTOMIZATION

Each Customer account will be personalized with Customer setup information and graphics at no additional cost to the Customer. Customer acknowledges that the SaaS is provided "as is" and "as delivered". Customer assumes all responsibility to review all features included in the SaaS prior to signing this agreement. Some customization of the VMSG Dashboard system for the Customer can be completed for an additional fee. This fee will be negotiated on a case-by-case basis.

2.5 SAAS SUPPORT

All support for the SaaS shall be conducted as defined in the Specifications.

3. TERMS OF PAYMENT

Terms of payment net thirty (30) days upon issuance by KCA and receipt by Customer of the invoice.

4. PROPRIETARY INFORMATION

Proprietary information exchanged hereunder shall be treated as such by Customer. This information shall include, but is not limited to, the provisions of this Agreement, product and services information, materials, software, code, pricing, or any other materials transmitted to Customer under this Agreement. Customer agrees not to (a) decompose, disassemble, decode, or otherwise reverse engineer any KCA program, code, or technology installed or delivered to Customer or any portion thereof; (b) transmit or allow to be transmitted any such materials to any third party except as necessary for the fulfillment of this Agreement; (c) use any KCA Materials or SaaS in any way not intended or expressly provided for by this Agreement.

5. CUSTOMER INFORMATION

KCA takes ordinary and customary security measures in protecting customer information passing through software, web sites, e-mail, and the portions of non-public network within KCA's control. KCA accepts no responsibility beyond ordinary and customary responsibilities.

6. WARRANTIES

KCA warrants that the SaaS will function as represented in any product description provided by KCA either directly to the Customer or to the public at large, except as expressly stated in this Agreement. KCA and any suppliers of content materials also disclaim any warranty of merchantability or fitness for any particular purpose. Use of any information obtained by way of KCA is at Customer's own risk, and KCA specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

Connection speed represents the speed of an end-to-end connection. KCA does not represent guarantees of speed or availability of end-to-end connections. KCA expressly limits its damages to Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. KCA specifically denies any responsibilities for any damages, direct or indirect, arising as a consequence of such unavailability.

6.1 SERVICE LEVEL AGREEMENT

KCA shall use commercially reasonable efforts to make the service available for use 24 hours a day, 7 days per week with the exception of maintenance downtime. All regular maintenance, updates and upgrades will be performed during non-business hours. Business hours, for this purpose, are defined as 6:00 AM – 6:00 PM local time. KCA expressly limits its obligation for any non-accessibility time or other down time during normal business hours to the pro-rata charge during the system unavailability. Any requested and verified pro-rata charges for downtime will be credited to the customer's license agreement fees for the next billing cycle.

The service level agreement does not apply in the following cases:

- Client system and infrastructure issues
- Systemic Internet issues
- Data issues resulting from client errors

6.2 NO DUTY TO CUSTOMER'S USERS NOT DIRECTLY CONTRACTED WITH KCA

KCA shall have no obligation to support, train or troubleshoot issues for any third-party, non-licensed user due to problems arising out of the use of the SaaS provided to Customer by KCA. Third parties shall include, but are not limited to: vendors, contractors, Customer's customers, Customer's clients or any third party not directly licensed by KCA for SaaS and SaaS Support.

7. COPYRIGHTS AND TRADEMARKS

Customer warrants that Customer has the right to use any applicable trademarks or materials that Customer installs, integrates or uses in connection with this SaaS.

8. TRANSFER OF AGREEMENT

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of KCA. In the event that Customer contemplates whole or partial sale of Customer's business, ownership change, or change in jurisdiction, Customer shall notify KCA by mail, facsimile, or email no less than sixty (60) days prior to the effective date of the event.

9. TERMINATION

KCA may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) Customer's failure to cure any material noncompliance with any provisions of the Agreement within a commercially reasonable time after Customer's receipt of written notice from KCA of said material noncompliance, 2) appointment of receiver or the filing of any application by Customer seeking relief from creditors, or 3) upon mutual agreement in writing by KCA and Customer.

KCA agrees, upon termination of this agreement, to provide the Customer with their system data in a mutually agreeable format.

Customer may terminate this agreement by not renewing the license by providing written notice to KCA at least 30 days before the end of the license period. Previously paid license fees are not refundable. If Customer does not provide notice to KCA to terminate this agreement prior to 30 days before the renewal date, payment will become due by the renewal date.

10. DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, each party shall be responsible for their costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

11. LIMITATION OF LIABILITIES

- A. Notwithstanding any damages that customer might incur for any reason whatsoever (including, without limitation, all direct or general damages), the entire liability of KCA and any of its suppliers under any provision of this agreement and customer's exclusive remedy for all of the foregoing shall be limited to actual damages incurred by customer based on reasonable reliance up to the amount actually paid by customer for the product. Additionally, KCA shall not have any liability with respect to any incident or damages arising out of or related to any third-party services. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

- B. In no event shall KCA or its suppliers be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the product or support services, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, and even if KCA or any supplier has been advised of the possibility of such damages.

12. GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and any disputes arising hereunder shall be governed by the laws of State of _____. A failure by any party to exercise or any delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

The parties represent and warrant that, on start of service Term, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their use of the SaaS provided by KCA.

13. SIGNATURE

Organization

Name

Title

Date

Signature





Invoice

Knowledge Capital Alliance
 P.O. Box 94287
 Phoenix, AZ 85070

Please note our new billing address

Phone (480) 225-8193

DATE: 5/13/19
Number: 051319-01
Client PO#:
Payment Terms: Net 30 Days

For: Morrow County Health Department

Product/Services
 VMSG Dashboard Cloud-based
 Performance Management System

Attn: Sheree Smith

DESCRIPTION	QTY	RATE	AMOUNT
VMSG Dashboard Performance Management System Annual License Including up to 24 Active Users Annual License fee Includes: SaaS (Software as a Service) Hosting All software updates Daily backups Worldwide access via the Internet Initial setup Establish Organization Establish Groups and hierarchy Customize Categories & Sub-Categories Establish Users Admin Users Read/Write Users Read/Only Users Partner Users Unlimited Video and/or Webinar-based User Training Unlimited Technical Support Initial Operational Plan Development Assistance	24	\$ 100.00 Per User per Year	\$2,400.00
SUBTOTAL			\$ 2,400.00
TAX RATE			0.00%
SALES TAX			-
OTHER			-
TOTAL			\$ 2,400.00

KCA accepts **purchasing cards** for licenses. If this is easiest, we'll send a purchasing card invoice with a payment link.

If you have any questions, please contact Fred Erickson, (480) 225-8193 or fred@kca-inc.com

THANK YOU FOR YOUR CONSIDERATION!

Incident/Exercise Summary Report

Notification

Exercise: Due 30 Days Before Exercise

Incident: Within 48 hours of notification of incident requiring a response

Name of Exercise:	Operation OX 2019	Date(s) of LPHA Play:	04-30-2019
Scope	Type of Exercise/Event:	<input type="checkbox"/> Drill <input type="checkbox"/> Functional Exercise <input type="checkbox"/> Planned Event/Training <input type="checkbox"/> Tabletop Exercise <input checked="" type="checkbox"/> Full Scale Exercise <input type="checkbox"/> Incident/Declared Emergency	
	Participating Organizations:	Morrow County, Union County, Baker County, Kristy Beachamp/OHA, Dean Marcum/OHA, Region 9 Eastern Oregon Medical Reserve Corps	
	Duration:	3 days	Location	Heppler, OR
Primary Activities:	Dispensing	Epidemiology	Misc.
	<input checked="" type="checkbox"/> Open POD <input type="checkbox"/> Notional <input checked="" type="checkbox"/> Functional <input type="checkbox"/> Closed POD <input type="checkbox"/> Notional <input type="checkbox"/> Functional <input type="checkbox"/> Other Dispensing	<input type="checkbox"/> Contact investigation to determine source for identifying PEP needs <input checked="" type="checkbox"/> Multi-jurisdiction outbreak <input type="checkbox"/> State lead <input checked="" type="checkbox"/> Local/Regional lead <input type="checkbox"/> Joint investigation with health and law enforcement	<input checked="" type="checkbox"/> Local Distribution Site <input type="checkbox"/> Notional <input type="checkbox"/> Functional <input checked="" type="checkbox"/> EOC Activation <input type="checkbox"/> Notional <input type="checkbox"/> Functional <input type="checkbox"/> Other Misc.
Objectives:	<ul style="list-style-type: none"> Per mini-grant deploy vaccine cooler to our remote clinic to test capability to maintain temp and viability of vaccine Submit resource request to Morrow County Emergency for supplies (antibiotics) Send Alert Sense notification to BOC, Administration, Public Health Staff Informing them of the OX exercise, including educational information about Plague. Test Credentialing MRC volunteers into a Medical facility. Coordinate EOMRC to help in an open POD. Test and formalize protocols around activation around deployment of the EOMRC 		
Design Team:	Shelley Wight, Morrow County Health Department Kristy Beachamp, OHA Dean Marcum, OHA Sophie Miller-Desart, OHA		
Point of Contact:	Shelley Wight, PHEP Coordinator/Region 9 Eastern Oregon MRC Coordinator	LPHA or Tribe:	Morrow County
POC Email:	swight@co.morrow.or.us	Phone:	541-676-5421

Capabilities Addressed

BIOSURVEILLANCE

- 12: Public Health Laboratory Testing
 13: Public Health Surveillance and Epidemiological Investigation

COMMUNITY RESILIENCE

- 1: Community Preparedness
 2: Community Recovery

COUNTERMEASURES AND MITIGATION

- 8: Medical Countermeasure Dispensing and Administration
 9: Medical Materiel Management and Distribution
 11: Non-pharmaceutical Interventions
 14: Responder Safety and Health

INCIDENT MANAGEMENT

- 3: Emergency Operations Coordination

INFORMATION MANAGEMENT

- 4: Emergency Public Information and Warning
 6: Information Sharing

SURGE MANAGEMENT

- 5: Fatality Management
 7: Mass Care
 10: Medical Surge
 15: Volunteer Management

After Action Report

To be completed within 60 days of exercise or incident completion

Strengths:

- Morrow County Public Health and Eastern Oregon MRC were both able to participate in 3 days of the 2019 OX exercise.
- Morrow County Public Health sent Alert Sense notifications to LHD staff, Commissioners and Administration with educational material about the exercise and health information about Plague. We were able to activate our MCM plan and successfully request, store and receive the antibiotics through the Ops-Center. (Simulated)
- Eastern Oregon MRC had numerous resource requests sent to Ops-Center (5) for the MRC Medical Support trailer and Medical volunteers to support regional needs.
- Successful deployment of EOMRC Medical trailer with myself and (2) volunteers to Grande Ronde Hospital to test and understand the credentialing process to have volunteers work inside of a hospital during a disaster. This went very well with the State issued Serv-Or badges as identification and I received a copy of their policy to credential volunteers when medical support in a hospital is needed in the event of a disaster/emergency. Partnering with Union County Emergency Management, Grand Ronde Emergency Preparedness Coordinator and Grand Ronde Credentialing Coordinator.
- EOMRC Medical support trailer, myself and (2) volunteers were deployed to Baker City High School to help with medical intake and screening completion of "antibiotics" in an open POD (Point of Distribution).
- Simulated transporting "antibiotics" in the mobile vaccine cooler we received from a mini-grant. (We put M&M's in cooler to transport to Baker.)
- Partnering with Baker County Emergency Management, Baker County Public Health, PHEP, Union Co. Search, Rescue, Baker High School and St. Elizabeth's hospital volunteers.
- Over 50% of R9 MRC volunteers responded to a "call down" notification.
- IRMS tools (e.g. pre and post-health screening) were tested and found to be useful.
- Health Security Preparedness and Response (HSPR) staff support was strong.
- Medical Response Trailer and Volunteers worked well for all intended uses throughout Region 9.
- Communicable Disease-Practiced inputting data into a cloud-based Orpheus. In the event of a mass disease investigation and the need to get minimal information fast with limited time or internet access.

Design Team:

Better coordination with OHA and local LHD with more briefing on exercises

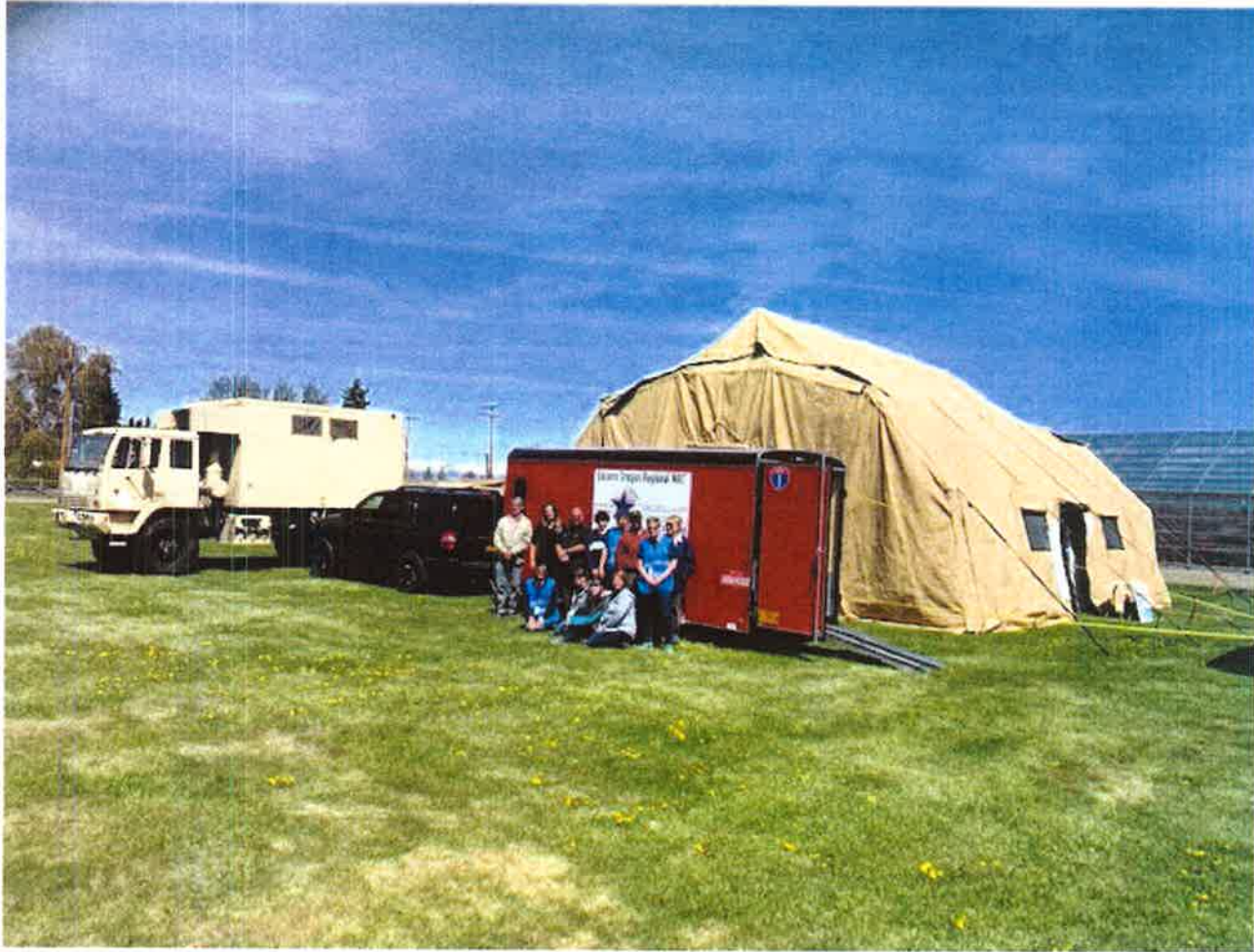
Improvement Plan

To be completed with action review

and submitted to liaison within 60 days of exercise or incident completion

Name of Event or Exercise		Operation OX 2019		Date(s)	4/30/19-5/2/19
CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action		Timeframe	Date Completed
Volunteer Management	There are no guidelines directing communication of impending OpsCenter requests between State and Local partners.	Conduct regional OpsCenter training for local R9 partners, to include special focus on resource request content/format/details/etc.		12/31/19	To be filled in when completed
		OHA to establish flow chart for communication of impending resource requests (e.g. HPP/PHEP Liaisons to gather info on resource requests as they are entered via "lean forward" through communication with locals.		12/31/19	To be filled in when completed
	Formal legal ownership of R9 MRC assets, as a State or Local resource, has not been established.	Establish formal written ownership assets and authority over R9 MRC.		6/30/20	
	There is no standard operating guideline for prioritization of R9 MRC deployment in the event of competing requests.	Adopt "All Incidents Are Local" template for R9 MRC activation and deployment.		6/30/20	To be filled in when completed
		Evaluate CHEMPACK SOP and consider modification/adoption for MRC medical resource. Bring to R9 HPP Partners for final approval. Establish a formal process, including a hold-harmless agreement for agency housing the R9 MRC.		6/30/20	To be filled in when completed
Volunteer Management	Counties within R9 HPP geographical boundaries are not accurately represented in R9 MRC affiliation. Current affiliated counties include: Gilliam, Morrow, Umatilla, Union, Wallowa, Grant, and Baker; Gilliam Co. is located within Region 6 HPP, Grant Co. is located within Region 7 HPP; Malheur County is located within Region 9 HPP boundaries and funding from St. Alphonsus Ontario supports the MRC, but Malheur Co. not an affiliate to the R9 MRC. <i>(Note: Individual volunteers from neighboring counties</i>	Incorporate all R9 counties into the R9 MRC.		6/30/20	To be filled in when completed
		Direct non-R9 counties to MRCs within their respective areas.		6/30/20	To be filled in when completed

	<i>may still participate in the R9 MRC.)</i>			
	R9 hospital/healthcare agencies' volunteer credentialing capabilities are not fully known.	Evaluate hospital/healthcare system's capability to credential volunteers in all R9.	6/30/20	To be filled in when completed
		Conduct corrective actions (e.g. training/implementation of credentialing guidance) as necessary.	6/30/20	To be filled in when completed
Information Sharing	Exercise planning was not clearly conveyed to R9 partners.	R9 PHEP/HPP Liaisons to conduct more in-depth briefing of local partners in future exercises.	6/30/19	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed







AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A Salary Survey was conducted by Human Resources and prepared for the Board of Commissioners. The survey was completed on comparable Registered Nurse Positions in other County's as well as Private positions for assessment of all information requested.

As per Policy 6.4 Step 2

Step 2 If the Submitter does not agree with the salary range establish by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The Personnel Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.

After the Personnel Director reviews the position, the results will be presented to the County Court for concurrence. After County Court concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request For Review, as outlined below. The Personnel Director's decision will be implemented if a Request For Review is not submitted by the deadline.

2. FISCAL IMPACT:

Unknown

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

The salary survey is being brought before the Board of Commissioners for concurrence.

Attach additional background documentation as needed.

RN Health Nurse -

County	Population	Job Title	Bottom Pay Scale	Top Pay Scale	Insurance Premium covered by County	Retirement Covered by County	Paid Leave Offered by County Holiday/Vacation	Job Description Differences
Crook	21717	Preparedness Coordinator	\$ 16.68	\$ 22.42	100% Employee Only	100% PERS	10/10	AA or BA - Public Health
Baker	15980	Community Health Nurse	\$ 22.34	\$ 27.15	95%	6% Emp / 24%	10/12	W/Emphasis on public health
Umatilla	76985	Public Health Nurse I	\$ 24.16	\$ 29.60	100% Employee Only	PERS - 6% employee	9/12	AA or BA - Public Health
Klamath County	66935	Oregon Nurse w/Associates	\$ 24.38	\$ 30.84	Employee/Spouse Med - Vis-Dental	PERS - 6% employee	12/10	AA or BA - Public Health
Hood River	22938	Public Health Nurse	\$ 25.21	\$ 36.38	85%	PERS - 6% employee	12/10	Registered Nurse - OR
Klamath County	66935	Oregon Nurse w/ Bachelors	\$ 25.60	\$ 32.39	Employee/Spouse Med - Vis-Dental Optional	PERS - 6% employee	12/10	AA or BA - Public Health
MORROW	11153	Public Health Nurse RN	\$ 26.19	\$ 33.43	92.50%	6% Emp .24.8%	9/12	RN-Req. BA-Desired
Jefferson	22707	Public Health Nurse	\$ 26.68	\$ 34.84	90% (\$68 in HRA)	6% PERS / 24%	11/10	RN-Req. BA-Desired
Good Shepherd	Private	Community Health Educator	\$ 26.97	\$ 37.75	82%	50% of 4% up to 50% of 8% after 20 years	10/10	AA or BA - Public Health
Harney	7289	Registered Nurse	\$ 28.75	\$ 42.96	92% EE/EC - 90% ES/EF	match 8%	10/12	Bachelors Required
Good Shepherd	Private	Care Transition Nurse	\$ 32.87	\$ 44.47	82%	50% of 4% up to 50% of 8% after 20 years	10/10	AA or BA - Public Health
Douglas	107576	NO PUBLIC HEALTH						
Wasco	25687	NO PUBLIC HEALTH						
Curry	22377	Outside Contract						
Grant	7209	Outside Contract						

STEM Employment Projections and Wages by Detailed Occupation, Columbia Basin (Morrow, Umatilla)

Oregon Employment Department, Workforce and Economic Research

Standard Occupational Classification Code and Title	Columbia Basin Employment Projections, 2017-2027							2018 Occupational Wage Information					
	2017 Employment	2027 Employment	Employment Change	Percent Change	Replacement Openings	Total Openings	Typical Entry Level Education	Competitive Education	10th Percentile	25th Percentile	50th (Median)	75th Percentile	90th Percentile
29-1141 Registered Nurses	431	499	68	16%	234	302	Bachelor's degree	Bachelor's degree	\$27.63	\$32.23	\$37.93	\$44.24	\$49.08

Notes:

Occupations are selected according to Brookings Institute's definition of

All data includes self-employment.

- S - means suppressed due to confidential or quality.

NA means not available.

For questions about projections for this area please contact Jason Payton at 503-947-1233

Published: April 1, 2019

STEM Employment Projections and Wages by Detailed Occupation, Eastern Six (Baker, Grant, Harney, Malheur, Union, Wallowa)

Oregon Employment Department, Workforce and Economic Research

Standard Occupational Classification Code and Title	Eastern Six Employment Projections, 2017-2027							2018 Occupational Wage Information					
	2017 Employment	2027 Employment	Employment Change	Percent Change	Replacement Openings	Total Openings	Typical Entry Level Education	Competitive Education	10th Percentile	25th Percentile	50th (Median)	75th Percentile	90th Percentile
29-1141 Registered Nurses	691	780	13%	89	371	460	Bachelor's degree	Bachelor's degree	\$26.35	\$31.42	\$37.34	\$44.24	\$49.07

All data includes self-employment.

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NA means not available.

For questions about projections for this area please contact Jason Payton at 503-947-1233

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Published: April 1, 2019



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

(For BOC Use) Item # 79

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

Staff Contact: Karmen Carlson
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: June 5, 2019

Appeal Committee Procedure

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: 10 min
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input checked="" type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

<u>Karmen Carlson</u>	<u>5/29/19</u>	Department Head	Required for all BOC meetings
<u></u>	<u>6/13/19</u>	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):

The appeal committee was called out to be created in Policy 6.4.

The policy states how many members the committee is to have, what members should be represented, their duration on the committee, and a renewal schedule.

Based on this information, HR would like the Boards approval to move forward with the appointments of the committee.

HR is requesting suggestions or input from the Board on the process as it is presented on the attached sheets.

**See Attached

2. FISCAL IMPACT:

None at this time.

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

Action to approve and/or to make recommendations regarding the process as presented.

Attach additional background documentation as needed.



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

Human Resources

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

To: Morrow County Board of Commissioners
From: Karmen Carlson, Human Resources Director
Date: June 5, 2019
Re: Appeal Committee Appointment

Morrow County Policy 6.4 states that there is to be an appeal committee to hear reclassification appeal requests. Morrow County Human Resources is requesting to create this committee. As per Policy 6.4, the appeal committee is required to be composed of 4 members including:

- 1) Employee representative from any of the three Morrow County Bargaining Units and two alternates.
- 2) Management Representative and one alternate
- 3) Elected Official (not a County Commissioner) and one alternate
- 4) Human Resources Director as ex officio.

Each member will serve a three-year term with no one member's term ending in the same calendar year. Therefore, as this is the first year that the committee is formed, the Elected Official and alternate will serve a 1-year term, the management representative and alternate will serve a 2-year term, and the Employee Representative and 2 alternates will serve a three-year term. With each renewal, the newly chosen representative will serve a three-year term.

The process to create this committee is as follows:

- 1) To choose the Union Representative, HR will contact the Union Delegated President's and ask for their assistance in finding a committee member as well as two alternate members in the event that a reclassification request is within the same department as the committee member.
- 2) HR will reach out to management via emailed letter to invite those interested to reply. An alternate member would be appointed to exclude bias based on reclassification request.
- 3) HR will reach out to Elected officials (excluding Commissioners) via emailed letter to invite those interested to reply. An alternate member would be appointed to exclude bias based on reclassification request.

As per the Policy, each member of the appeal committee will receive information and training regarding the classification system and the evaluation process. The appeal committee shall meet on an as-needed basis.

*Human Resources Director and the Union representatives will agree upon the appointments recommended.

MEMBERS:

- {2019-2020} Elected Member 1 member + 1 alternate
- {2019-2021} Management Member 1 member + 1 alternate
- {2019-2022} General Union Member 1 member + 2 alternates
Road Union Member
Teamster Union Member

MEMBER	2019	2020	2021	2022	2023	2024	2025
Elected	1 year	3 years			3 years		
Elected Alternate 1	1 year	3 years			3 years		
Management		2 years	3 years			3 years	
Management Alternate		2 years	3 years			3 years	
Union			3 years				3 years
Union Alternate 1			3 years				3 years
Union Alternate 2			3 years				3 years

POLICY 6.4 – Appeal Committee

C. **Appeal** - The Appeal Notice must be submitted in writing to the Personnel Director within thirty (30) calendar days of the date of the Request for Review Notice of Decision and identify what factors they believe to be incorrect and why, as well as what they believe would be an appropriate Pay Range. The Appeal Notice must be reviewed within thirty (30) days of submission.

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following;

- a. One employee representative (from any of the three Morrow County bargaining units).
- b. One (1) Management representative.
- c. One (1) Elected Official, however, not a member of the County Court.
- d. Personnel Director

The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

Each member, except the Personnel Director, will serve a three (3) year term, with one employee, Management representative, or Elected Official being replaced each calendar year. The Personnel Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the Appeal Committee will receive information and training regarding the classification system and the evaluation process. The Appeal Committee shall meet on an as needed basis.

The Appeal Committee will be provided with all of the material submitted on the position to date, including the Job Description and Submitter Explanatory Memo; Personnel Director Notice of Decision(s); the documentation prepared in the Request for Review; and the Request for Appeal.

The Appeal Committee will review the appeal request within 30 days. The Submitter may elaborate in person regarding their written Request for Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the Appeal Committee. The results of the Appeal Committee deliberations will be presented to the County Court for concurrence. *After* County Court concurrence, the results will be provided to the Submitter in a Final Notice of Decision.



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

(For BOC Use)
Item #
7h

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Morrow County Public Works, Airport Requested Agenda Date: 05-29-2019
Short Title of Agenda Item: Through the Fence Agreement with Commercial Pilot 6/5/19-
(No acronyms please)

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: John L. Boyer, dba Gar Aviation
Contractor/Entity Address: PO Box 338, Lexington, OR 97839
Effective Dates - From: July 1, 2019 Through: July 1, 2024
Total Contract Amount: Revenue amount 900.00 year Budget Line: 205.250.3.40.4350
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 5/8/19 Department Head Required for all BOC meetings
[Signature] 6/3/19 Admin. Officer/BOC Office Required for all BOC meetings
SEE EMAIL R. TOVEY 5/8/19 County Counsel *Required for all legal documents
SEE EMAIL K. KNOP 5/9/19 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):

When the Lexington Airport Layout plan was being completed there was an addition in the plan that discussed residential through-the-fence (RTTF) agreements to allow people who own residential property with aircraft storage facilities near an airport to access the airport from off-airport property. There was to be an agreement set in place for this operation in Federal Aviation standards. Currently we have a pilot/operation that lives and operates on and off the airport. To be in compliance with the operation and Federal Aviation with the County we are implementing a Through the Fence agreement. This will be a 5 year agreement for \$75.00 a Month. John L. Boyer, dba Gar Aviation is the commercial pilot which access's the airport with his neighboring operation. We currently have an agreement with this operator for the hanger and ground lease for the operation just need to complete the accessing on and off the grounds.

Morrow County Lexington Airport approve of this operation and want to be in compliance with what the Aviation Administration requests.

This agreement is vital for the Aviation funds we receive from Federal Aviation Administration. If we do not have an agreement in place it would jeopardize this opportunity.

2. FISCAL IMPACT:

This will be a revenue to the airport in the amount of \$900.00 a year going in the G/L line item 205.250.3.40.4350.

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

Move to accept and sign the agreement with John L. Boyer, dba Gar Aviation for the commercial through the fence airport access agreement with Morrow County Lexington Airport.

Attach additional background documentation as needed.

Sandra Pointer

From: Kate Knop
Sent: Thursday, May 09, 2019 1:55 PM
To: Sandra Pointer; Richard Tovey
Cc: Roberta Lutcher; Darrell Green; Matt Scrivner; Justin Nelson
Subject: RE: Through the Fence Lexington Airport

This will be presented on June 5th? I do not have any concerns.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Wednesday, May 08, 2019 7:44 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
Subject: Through the Fence Lexington Airport

Richard,

I believe you had worked on this contract with the through the fence agreement for the commercial pilot with the airport. I had the Commercial pilot sign, now I need to present to the BOC for their signatures, This will take place May 29th. Starting the 1st of July so it can be put to BOC anytime till then. Please let me know if there is anything else I can help with.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us

Road,Airport,Waste Management,Parks and General Maintenance
Visit us on the web www.co.morrow.or.us

From: [Richard Tovey](#)
To: [Sandra Pointer](#)
Cc: [Roberta Lutcher](#); [Darrell Green](#); [Matt Scrivner](#); [Kate Knop](#); [Justin Nelson](#)
Subject: RE: Through the Fence Lexington Airport
Date: Wednesday, May 08, 2019 3:24:33 PM

All-

I have reviewed this contract and it is ready for review by the BoC.

Thanks-

Rich

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

From: Sandra Pointer
Sent: Wednesday, May 08, 2019 7:44 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Cc: Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>
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Morrow County Public Works

Sandi Pointer

Management Assistant

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**COMMERCIAL THROUGH THE FENCE AIRPORT ACCESS AGREEMENT
FOR
JOHN L. BOYER, dba GAR AVIATION**

This Airport Access Agreement (“Agreement”) is made and entered into this 1st day of July, 2019, by and between MORROW COUNTY, a MUNICIPAL CORPORATION/POLITICAL SUBDIVISION of the State of Oregon (referred to as “Owner”), and John L. Boyer, dba GAR Aviation a business organized and existing under the laws of the State of Oregon (referred to as “User”), located at *P.O. Box 338, Lexington OR, 97839*; This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, MORROW COUNTY is the owner (Owner) and operator of Lexington Airport, located in Morrow County, State of Oregon (the “Airport”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the (State Code or Law), among other federal, state, and local laws, rules and regulations; and

WHEREAS, the User (User) owns real property (referred to as Lot 600, 601, 602), immediately adjacent to the physical property of the Airport; and

WHEREAS, the User seeks the right to taxi aircraft from (Lot 600, 601, 602), “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement, which complies with the FAA’s policies on mixed-use properties (commercial through-the-fence activities), while permitting general aviation airport sponsors (Owner) to enter into such agreements with property owners or associations representing property owners (User), provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Description of property with right of access:

LOT 600, 601, 602, MORROW COUNTY, SECTION 27, TOWNSHIP 1 SOUTH,
RANGE 25 EAST, W.M., MORROW COUNTY, OREGON

ARTICLE II – TERM OF AGREEMENT

The term of this Access Agreement shall commence on July 1, 2019, and shall continue for a 5-year period, through and including June 30, 2024 upon FAA consent. The existing use is consistent with the FAA’s definition of existing mixed-use properties, as identified in the FAA Compliance Guidance Letter, Section III *Proposed Interpretation of the Law*, Subsection D *Existing Mixed-Use Properties*. This agreement must be consistent with the FAA’s current policies on commercial through-the-fence activities and ensure the off-airport business does not result in unjust economic discrimination for on-airport aeronautical service providers. The FAA encourages sponsors (Owner) with mixed-use properties to adopt long-term plans to relocate the off-airport commercial aeronautical activity onto the airport when feasible and practicable to do so. This Access Agreement may be renewed with FAA approval, subject to any changes deemed necessary by the Owner.

ARTICLE III – PROHIBITIONS

1. Sale of Aviation Fuels Prohibited: User shall not permit any person or entity to sell aviation fuels on land owned by User described herein above.
2. Prohibitions and Restrictions on Access: The User is specifically prohibited from granting or selling any access/egress to the Airport through the aforementioned property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to the Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

ARTICLE IV – ACCESS FEE TO OWNER

User agrees to pay the access fees to the Owner:

1. Owner's Basis for Access Fee: The access fee is based on the rates and charges of other on-airport tenants and operators making similar use of the airport. For the purposes of this agreement the access fee is based upon the commercial tie-down rental fee which is \$75.00 per month for each aircraft engaged in commercial use. This rental fee is subject to annual adjustments.
2. User's Access Fee: Based upon the forgoing rate outlined above the access fee to be paid is \$75.00 (monthly) on the 1st of the month. This fee will be increased in accordance with the on-airport fees outlined above throughout the term of this agreement.
3. Payment: All payments required to be made by User under this Agreement shall be made payable to the "Owner," and shall be delivered or mailed to the address below:

Morrow County
P.O. Box 428
Lexington OR, 97839
4. Penalty for Late Payment: Owner will assess a late penalty of \$5 for every day User fails to remit payment after the payment date described above.

ARTICLE V - CONSTRUCTION AND MAINTENANCE OF PRIVATE USE INFRASTRUCTURE

It is understood and agreed that the User shall construct all private-use infrastructure, required and acceptable to the Owner, at User's sole cost and expense. All required private-use infrastructure such as, taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in Exhibit 1 and 2 to this agreement. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: To construct the private-use infrastructure on the User's or Owner's property as may be required. All construction on Owner's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement, User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by the Owner. These costs are in addition to the access fees described above.

ARTICLE VI - AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or the Owner's Federal obligations.

The User agrees to abide by the Airport Rules and Regulations in effect as of the date of this agreement and as may be amended from time to time.

ARTICLE VII - TERMINATION OF AGREEMENT

1. Parties Right to Terminate for Convenience: Either party shall have the right to terminate this agreement at any time by giving 60 days written notice to the other party.

2. Events of Default by User: Owner, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:
 - a. The User access fees outlined in Article IV, or any part thereof, are unpaid for 30 days;
or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if the User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without the required prior written consent of Owner; or
 - c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including the airport rules and regulations), to which the User has agreed to conform.
 - d. User fails to meet any term or condition of this agreement.
3. Notice of Default: If the User shall default in the performance of any other term of this Agreement (except the payment of fees), then the Owner shall send to the User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
 - a. If the User shall fail to timely cure and remedy such default, the Owner shall have the right to declare, by written notice to the User, that the User is in default, and to use all remedies available to the Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not

be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

- b. Termination of this Agreement for non-payment of fees to Owner by User shall not become effective until after the expiration of fifteen (15) days written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

- 1. Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

Morrow County
P.O. Box 428
Lexington OR, 97839

John L. Boyer, dba GAR Aviation
P.O. Box 338
Lexington, OR. 97839

USER

JOHN L. BOYER, dba GAR AVIATION



Date: 5-6-19

OWNER

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

APPROVED AS TO FORM

County Counsel



BUILDING/FACILITY KEY

DESCRIPTION
1 FUEL TANKS (PRIVATE)
2 COUNTY SHOP BLDG
3 STORAGE HANGARS (EXISTING)
4 COMMERCIAL HANGAR (EXISTING) RESIDENCE
5 TOWN APRON (EXISTING/FUTURE)
6 AGRICULTURAL RAMP AREA
7 AGRICULTURAL FEED AREA
8 CITY PORTA-BIT WATER TANK/WELL
9 WELLS
10 AIRPORT TOWER (EXISTING)
11 AIRPORT LIGHTS AND (UTURE)
12 HANGAR (UTURE)
13 TOWN APRON (UTURE)
14 AIRPORT OFFICE / TERMINAL

NON STANDARD CONDITIONS

NO	ITEM	DESCRIPTION	DISPOSITION
1	RUNWAY 07	AIRCRAFT HOLD LINES LOCATED 125' FROM RUNWAY CL BASED ON PREVIOUS OFZ STANDARD (250' WIDE)	RELOCATE AIRCRAFT HOLD LINES TO 200' FROM RUNWAY CL TO CLEAR OFZ
2	TAXIWAY 04A (APRON)	AIRCRAFT PARKING POSITIONS PARTIALLY LOCATED IN OFA	RECONFIGURE AIRFIELD

NOTES:

- EXISTING AC HOLD LINES ON CONNECTING TAXIWAYS LOCATED 125' FROM RUNWAY CENTERLINE (250' OFZ) WILL BE RELOCATED TO 200' FROM RUNWAY CENTERLINE (400' OFZ)
- WELLS LOCATED OFF AIRPORT PROPERTY ON AN EASEMENT NEGOTIATED BETWEEN MORROW COUNTY AND PROPERTY OWNER
- FOR CLARITY NPI MARKINGS DEPICTED FOR RUNWAY 8 (TO BE ADDED)
- RUNWAY EXTENSION RESERVE DEPICTED FOR ILLUSTRATION PURPOSES ONLY. PROJECT WOULD REQUIRE PROPERTY ACQUISITION AND ANALYSIS PRIOR TO DEVELOPMENT. THE RUNWAY EXTENSION RESERVE IS NOT REFLECTED IN AIRSPACE PLANNING DEPICTED ON SHEET 5.
- BRL (22') LOCATION CORRESPONDS TO TOP ELEVATION OF STRUCTURE. 22 FEET ABOVE RUNWAY ELEVATION AT NEAREST POINT ON CENTERLINE. TALLER STRUCTURES MAY BE ACCOMMODATED WITH INCREASED SEPARATION FROM RUNWAY.
- EXISTING THROUGH-THE-FENCE AERONAUTICAL ACCESS AT LEXINGTON AIRPORT CONSISTS OF ONE COMMERCIAL HANGAR WITH A DEDICATED (PRIVATE) TAXIWAY CONNECTION TO THE MAIN APRON. THE USER ALSO MAINTAINS A PRIVATE RESIDENCE WITH A DEDICATED ACCESS ROAD THAT CONNECTS TO AIRPORT ROAD. SURFACE ACCESS TO BOTH THE HANGAR AND RESIDENCE IS VIA AIRPORT PROPERTY DUE TO PARCEL CONFIGURATION AND SITE TERRAIN.

LEGEND

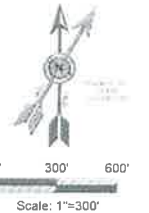
- BUILDINGS (AVIATION RELATED)
- AIRFIELD PAVEMENT
- BUILDING RESTRICTION LINE (BRL)
- AIRCRAFT PARKING LINE (APL)
- AIRPORT PROPERTY LINE
- RUNWAY SAFETY AREA (RSA)
- OBJECT FREE AREA (OFA)
- OBSTACLE FREE ZONE (OFZ)
- TAXIWAY OBJECT FREE AREA (TOFA)
- RUNWAY PROTECTION ZONE (RPZ)
- GROUND CONTOURS
- AIRPORT REFERENCE POINT (ARP)
- RUNWAY END IDENTIFIER LIGHTS (REIL)
- VISUAL GUIDANCE INDICATORS (VGI)
- WIND INDICATOR
- SEGMENTED CIRCLE
- FENCE
- BEACON
- THRESHOLD LIGHTS
- MEDIUM INTENSITY RUNWAY LIGHTS (MIRL)
- ACCESS ROAD/VEHICLE PARKING
- AVIGATION EASEMENT / SURFACE EASEMENT
- DEVELOPMENT RESERVE
- TO BE REMOVED
- PROPERTY TO BE ACQUIRED

EXISTING	FUTURE
BRL (E)	BRL (F)
APL (E)	APL (F)
10'	SAME
22'	SAME
XX	SAME
XX	SAME
XX	SAME
XX	SAME
N/A	N/A
N/A	N/A



JOHN BOYER, DBA GAR AVIATION AERONAUTICAL TTF USER

DRAFT



THIS PLAN IS THE PROPERTY OF CENTURY WEST ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CENTURY WEST ENGINEERING, INC. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS CENTURY WEST ENGINEERING, INC. FROM AND AGAINST ALL SUCH DAMAGES AND INJURIES. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS CENTURY WEST ENGINEERING, INC. FROM AND AGAINST ALL SUCH DAMAGES AND INJURIES.

FEDERAL AVIATION ADMINISTRATION APPROVAL

MORROW COUNTY APPROVAL

CENTURY WEST ENGINEERING, INC.

LEXINGTON AIRPORT

AIRPORT LAYOUT PLAN **EXHIBIT 1**

MAY 2015

FIGURE NO. 1 OF 11

Description of Lexington-Morrow County Airport and Existing Through-the-Fence Activity

Lexington Airport is equipped with single lighted and paved runway, partial-length parallel taxiway and apron facilities that accommodate aircraft parking, hangars, aircraft fueling, and aerial applicator operations. The airport currently has ten based aircraft, including two that are stored in a hangar located off airport property. Annual operations in 2014 were 4,250 (FAA-approved airport master plan forecast base year estimate).

Through-the-fence (TTF) activity has been an established use at Lexington Airport since the late 1980s. The adjacent property includes a residence and a commercial use aircraft hangar, both of which are owned by a local aerial applicator (Mr. John L. Boyer, dba GAR Aviation). The combination of residential and commercial uses on the adjacent private land is consistent with the FAA's definition of "Mixed Use Properties" as contained in the (July 16, 2013) **FAA Compliance Guidance Letter, Section III Proposed Interpretation of the Law, Subsection D Existing Mixed-Use Properties**. Based on FAA guidance, two access agreements will be created for this single user—one for commercial TTF access, and one for non-commercial (residential) TTF access.

The user performs the majority of their activities on airport property through an airport ground lease of approximately 14,950 square feet that extends to 2047. The on-airport lease accommodates aircraft ground operations and AG loading, aviation fuel storage/fuel dispensing, and additional hangar and storage building areas. The off-airport hangar is used for aircraft maintenance and storage of one commercial use aircraft and one non-commercial use aircraft. A dedicated taxiway (privately constructed) connects the off-airport hangar to the main apron area on the airport.

The user is currently charged a monthly fee for the aeronautical TTF access to the airport, although no formal TTF agreements are in place. The existing access fee arrangement will be replaced with the new mixed use properties access agreements.



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

(For BOC Use)
Item #
71

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

Staff Contact: Sandi Pointer
Department: Morrow County Public Works
Short Title of Agenda Item: (No acronyms please)

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 05-22-2019
6/5/19

AWARD - Fence Construction Services

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 AWARD

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:
[Signature] 5/16/19 DATE Department Head Required for all BOC meetings
[Signature] 6/3/19 DATE Admin. Officer/BOC Office Required for all BOC meetings
Emanil R. Tovey 5/16/19 DATE County Counsel *Required for all legal documents
Emanil K. Knop 5/22/19 DATE Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

Morrow County Public Works had a request for qualifications (RFQ) out for a Fence construction services contractor for areas in the County ROW and other areas necessary to clear for clear zone and drainage control these qualifications were due in April 4, 2019. Only one proposal was turned in at that time.

Public Works had a panel of five (5) individuals, Darrell Green, Matt Scrivner, Sandi Pointer, Kate Knop and Greg Close. review the proposal from Farm City Fence. After review and discussion the panel recommends unanimously the approval of this contractor. Morrow County Public Works would like to recommend approval of the proposal to Farm City Fence and recommend setting up a contract with this company. This should be a three year contract.

2. FISCAL IMPACT:

Expenditure lines for payment would come out of different departments, Parks, Transfer Stations, General Maintenance and road project areas.

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

Motion to AWARD the Fence Construction Services to Farm City Fence.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Thursday, May 16, 2019 11:09 AM
To: Sandra Pointer; Justin Nelson; Kate Knop
Cc: Darrell Green; Matt Scrivner; Roberta Lutcher
Subject: RE: AWARD for Fence Construction Services

Sandi-

I have read through the materials and have no issues with the award for fence construction services going to the BoC for review.

Thanks-

Rich

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

From: Sandra Pointer
Sent: Thursday, May 16, 2019 11:06 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: AWARD for Fence Construction Services

Justin, Richard and Kate,

Here is recommended award for the fence construction services we had reviewed. I plan to get this on the agenda for June 5th 2019

Morrow County Public Works

Sandi Pointer

Management Assistant

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

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

Sandra Pointer

From: Kate Knop
Sent: Wednesday, May 22, 2019 8:37 AM
To: Sandra Pointer; Justin Nelson; Richard Tovey
Cc: Darrell Green; Matt Scrivner; Roberta Lutcher
Subject: RE: AWARD for Fence Construction Services

I approve.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Thursday, May 16, 2019 11:06 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: AWARD for Fence Construction Services

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Here is recommended award for the fence construction services we had reviewed. I plan to get this on the agenda for June 5th 2019

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road, Airport, Waste Management, Parks and General Maintenance



81252 N HWY 395 • HERMISTON, OR 97838
541-567-6854 OFFICE • WWW.FARMCITYFENCE.COM

We are providing Morrow County Public Works with a quote for services of a qualified fence contractor Farm City Fence LLC.

Farm City Fence responsibilities

- Assist the County with development and planning of fence projects.
- Prepare preliminary fence project costs.
- Meet with the County and representatives of local, state, and federal agencies as necessary.
- Proceed with final design work after County approval.
- Review shop and working drawings on fence projects.
- Assist in obtaining permits, applications, etc., as necessary for the work.
- Respond to Request for Services within a reasonable time frame, no longer than one week.
- Provide and use all safety equipment required on the job site.

Fee Schedule

***** See Attached *****

Client List:

- Tice Electric (Sub Station)
- Amazon (Data Center)
- Microsoft (Data Center)
- Face Book (Data Center)
- D.P.R. (Cont)
- Swaggart Brothers (Cont))
- Wood Group (Cont)
- Ya Hoo (Data Center)
- Port Of Morrow (Cont)
- Umatilla Elc (Sub Station)
- Washington Power and Light (Sub Station)
- Gray Construction (data Center)

Belfour Beaty Construction (Data Center)
Hoffman Construction (Data Center)

Work Performed:

- Gate Motor Maintenance
- Site Security Operation
- Mission Critical Projects
- Time Sensitive Security
- 24 Hour Service
- Insurance Quotes

Employee:

Fifteen full time employees
General Manager
Assistant General Manager

All decision are made by one or both of the managers on every aspects of each job.

Equipment:

Three skid steer with all attachments
Back ho
Dump Trailer
Trailers
Tractor Trucks
Tracker

Rental equipment is acquired when the job requires and will be discussed prior with project with owner.

Registered with the State of Oregon as an emerging Small Business, A disadvantage Business Enterprise.
Always open to discussing how we can help meet project goals.

FARM CITY FENCE LLC**T/M RATES**

LABOR CLASSIFICATION	STRAIGHT TIME HR	18% PER HR	WEEK RATE	DAY RATE 18%
Superintendent	\$ 63.00	\$ 74.34	\$ 2,973.60	\$ 594.72
Foreman	\$ 46.00	\$ 54.28	\$ 2,171.20	\$ 434.24
Carpenter	\$ 43.00	\$ 50.74	\$ 2,029.60	\$ 405.92
Skilled Laborer	\$ 42.75	\$ 50.45	\$ 2,018.00	\$ 403.60
Laborer	\$ 39.00	\$ 46.02	\$ 1,840.80	\$ 368.16
Iron Worker	\$ 49.25	\$ 58.12	\$ 2,324.80	\$ 464.96
Welder	\$ 55.00	\$ 64.90	\$ 2,596.00	\$ 519.20
Mill Wright	\$ 49.25	\$ 58.12	\$ 2,324.80	\$ 464.96
Shop Labor	\$ 60.00	\$ 70.80	\$ 2,832.00	\$ 566.40
Pipe Fitter	\$ 49.25	\$ 58.12	\$ 2,324.80	\$ 464.96
Operator	\$ 43.00	\$ 50.74	\$ 2,029.60	\$ 405.92
Field Clerk	\$ 32.50	\$ 38.35	\$ 1,534.00	\$ 306.80
Field Controller	\$ 36.50	\$ 43.07	\$ 1,722.80	\$ 344.56
Document Controller	\$ 43.50	\$ 51.33	\$ 2,053.20	\$ 410.64
Per Diem	\$ 115.00	\$ 135.70	\$ 678.50	\$ 135.70
Tool Trailer	N/A	N/A	\$ 590.00	\$ 118.00
Generator	N/A	N/A	\$ 427.75	\$ 85.55
Skid Steer	\$ 65.00	\$ 76.70	\$ 3,068.00	\$ 613.60
Truck / Trailer	\$ 45.00	\$ 53.10	\$ 2,124.00	\$ 424.80
Chainlink Machine	\$ 32.50	\$ 38.35	\$ 1,534.00	\$ 306.80
Concrete Auger	\$ 27.75	\$ 32.75	\$ 1,310.00	\$ 262.00
Administration Controller	\$ 50.75	\$ 59.89	\$ 2,395.60	\$ 479.12
Small Tools/Consumables	\$ 2.00	\$ 2.36	\$ 222.79	\$ 18.88
Special Tools	\$ 25.00	\$ 29.50	\$ 1,180.00	\$ 236.00

Request For Proposals
Fence Construction services

Evaluation Criteria Score Sheet

Proposer: Farm City Fence

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>40</u>
B. Contractor capabilities, Experiences and references	20	<u>17</u>
C. Response time	10	<u>8</u>
D. Method of Approach	10	<u>5</u>
Total Maximum Score:		<u>70</u>

Scored by: Greg Close
(Please Print Name)

Signed: 

Date: 5-16-2019

Request For Proposals
Fence Construction services

Evaluation Criteria Score Sheet

Proposer: Farm City Fence

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>50</u>
B. Contractor capabilities, Experiences and references	20	<u>20</u>
C. Response time	10	<u>9</u>
D. Method of Approach	10	<u>7</u>
Total Maximum Score:		<u>86</u>

Scored by: Kate Long
(Please Print Name)

Signed: [Signature]

Date: 5/16/18

Request For Proposals
Fence Construction services

Evaluation Criteria Score Sheet

Proposer: FARM CITY FENCE

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>45</u>
B. Contractor capabilities, Experiences and references	20	<u>20</u>
C. Response time	10	<u>9</u>
D. Method of Approach	10	<u>5</u>
Total Maximum Score:		<u>79</u>

Scored by: MATT SCRIBNER
(Please Print Name)

Signed: 

Date: 5/16/19

Request For Proposals
Fence Construction services

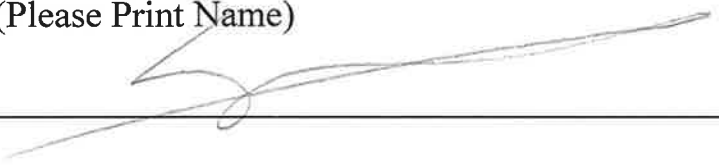
Evaluation Criteria Score Sheet

Proposer: Farm City Fence-

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>50</u>
B. Contractor capabilities, Experiences and references	20	<u>18</u>
C. Response time	10	<u>8</u>
D. Method of Approach	10	<u>4</u>
Total Maximum Score:		<u>80</u>

w/ in 24 hours-
could of been
more detailed

Scored by: Sandi Pointer
(Please Print Name)

Signed: 

Date: 5/16/19.

Request For Proposals
Fence Construction services

Evaluation Criteria Score Sheet

Proposer: Farm City Fence

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	60	<u>55</u>
B. Contractor capabilities, Experiences and references	20	<u>20</u>
C. Response time	10	<u>10</u>
D. Method of Approach	10	<u>10</u>
Total Maximum Score:		<u>95</u>

Scored by: Darren Green
(Please Print Name)

Signed: 

Date: 5/16/19

REQUEST FOR QUALIFICATIONS

FOR

FENCE CONSTRUCTION SERVICES

FOR

MORROW COUNTY PUBLIC WORKS PROJECTS

MORROW COUNTY

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

March 2019

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Section 2: Inquiries	3
Section 3: General Work Statement and Delivery Schedule	4
Section 4: RFQ Contents	4
Section 5: Proposal Evaluation and contractor Selection	5
Section 6: General Information	6
Advertisement	7

INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified Fence Builder to provide Fence building services for various County Public Works projects as the need arises. The contract is anticipated to start April 24, 2019 and will cover a period of three (3) years. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Separate work orders will be developed for each County project. The County reserves the right to select a different Fence Builder for these County projects if it is in the best interest of the public to do so.

Section 1: RFQ Submittal and Closing Date

Six copies of the RFQ must be received by 4:00 p.m. local time on April 4, 2019. RFQs may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFQs not in compliance with Section 4 will be considered non responsive. RFQs must be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-8166

Section 2: Inquiries

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

Morrow County
Ann: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-8166

2.2 Contractors shall submit questions in writing to Public Works no later than two days prior to the submittal date again this date is **April 4, 2019**. Substantive questions and answers will be provided to all RFQ recipients.

Section 3: General Statement of Work and Delivery Schedule

3.1 General Work Statements

The objective of this work is to assist Morrow County with fence projects as the need arises. Projects may include, but are not limited to, the following:

1. Building fence for County Buildings and Properties.
2. Building fence on County right of way.
3. Building fence for County Parks.
4. Repair of existing fence at various locations on County Right-Of-Way, Buildings and Parks under Public Works jurisdiction.
 - Projects will vary with all types of fencing material.
Barbed wire fence, field fence, chain link fence, cedar fence, hanging gates all sizes, rock crib type structures, decorative fence, corrals and repairing of all types fence.

3.2 Fence contractor's responsibilities

The scope of work to be performed by the contractor for various county projects.

1. Assist the County with development and planning of fence projects.
2. Prepare preliminary fence project costs.
3. Meet with the County and representatives of local, state, and federal agencies as necessary.
4. Proceed with final design work after County approval.
5. Review shop and working drawings on fence projects.
6. Assist in obtaining permits, applications, etc., as necessary for the work.
7. Respond to Request for Services within a reasonable time frame, no longer than one week.
8. Provide and use all safety equipment required on the job site.

Section 4: RFQ Content Requirements

4.0 Fee Schedule

Costs will be evaluated as part of the selection process. A Preliminary Fee Schedule for any Proposer selected must be submitted as part of the RFQ.

4.1 Contractor's Capabilities/Experience/References

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

- Experience with similar projects. Provide references.
- Internal procedures and/or policies related to work quality and cost control.
- Management and organizational structure.
- Capability to perform the work for the duration of the contract
- Provide proof of insurance.
- Provide proof of contractor license.

4.2 Project Team

Outline the contractor's personnel who would work with the County. The response should address the following:

Names of key members who will be performing the work on these projects and their responsibilities. Qualifications and relevant individual experience, including subcontractors. If a subcontractor is included the contractor recognizes that BOLI laws and regulations apply to the contract and agrees to follow all such laws and regulations, including, but not limited to, the prevailing wage rate for employees, Contractor further agrees to provide upon request any and all information related to certified payroll for the project.

4.3 Method of Approach

Outline the firm's approach to working with the County on County projects.

4.4 Understanding of Requested Services and Local Area Factors

Outline the Contractors understanding of the requested services and the impact of local area factors on these services.

Section 5: Proposal Evaluation and Consultant Selection

5.1 Evaluation Process

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

5.2 Evaluation Criteria

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

<u>Criteria</u>	<u>Maximum</u>
A. Fee Schedule	60
B. Contractors capabilities, Experiences and references	20
C. Response Time	10
D. Method of Approach	10
Total Maximum Score:	100

Section 6: General Information

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

-ADVERTISEMENT-

Morrow County Public Works is requesting for Qualifications for qualified fence builders to provide fence building services for various county public works projects as the need arises. For specifications please contact Morrow County Public works office at 541-989-8166.

Copies of the Request for Qualifications may be obtained from Morrow County, P.O. Box 428, 365 W. Hwy 74, Lexington, OR. 97839, (541) 989-9500. Complete proposals will be accepted at the same address until 4:00 p.m. April 4, 2019

Morrow County reserves the right to reject any and all request for qualifications.

Morrow County does not discriminate on the basis of age, religion, race national origin, sex or handicapped status in hiring our provision of services.

If any questions or concerns please contact Sandi Pointer, In the Morrow County Public Works office in Lexington, 541-989-9500, spointer@co.morrow.or.us.



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

(For BOC Use)
 Item #
 Tj

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: Morrow County Road Dept.
 Short Title of Agenda Item: **AWARD - Willow Creek Road Signing Project**
 (No acronyms please)

Phone Number (Ext): 541-989-9500
 Requested Agenda Date: 06/05/2019

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 type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other AWARD

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Cartello Construction, Inc.**
 Contractor/Entity Address: **PO Box 2405, Oregon City, OR 97045**
 Effective Dates – From: **June 12, 2019** Through: **September 30, 2019**
 Total Contract Amount: **55,389.00** Budget Line: ~~202.220.5.20.3119~~
 Does the contract amount exceed \$5,000? Yes No *202.220.5.20.3440*

Reviewed By:

	<u>5/16/19</u>	Department Head	Required for all BOC meetings
	DATE		
	<u>6/13/19</u>	Admin. Officer/BOC Office	Required for all BOC meetings
	DATE		
Email: <u>R. Tovey</u>	<u>5/17/19</u>	County Counsel	*Required for all legal documents
	DATE		
Email: <u>K Knop</u>	<u>5/29/19</u>	Finance Office	*Required for all contracts; other items as appropriate.
	DATE		
		Human Resources	*If appropriate
	DATE		

*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):

State Funded (ARTS) All Roads Transportation Safety Program is designed to address safety needs on all public roads in Oregon. Only by collaborating with local road jurisdictions can the Oregon Department of Transportation. This is to Increase awareness of safety on all roads. Promote best practices for infrastructure safety. Compliment behavioral safety efforts. Focus limited resources to reduce fatal and serious injury crashes in the state of Oregon.

Morrow County's Willow Creek road had qualified for the safety improvements program and funding. This funding will bring the County \$136,485.60 of which Morrow County will have engineering and staking of signage to be placed. The BOC had signed the agreement with ODOT on January 9, 2019 and we had solicited for contractors to complete the project. On May 9, 2019 a bid opening had taken place and three contractors had bid the project. After review, Public Works approves and accepts the bid from Cartello Construction, Inc.

Included you will find...

Bid Tabulation of the contractors interested in the project.
Bid packet they had presented to them.
The three bid contractors and their bids.

2. FISCAL IMPACT:

This is for the Fiscal year 2018/2019 and is a revenue of 136,485.60 which will go in GL/ code 202.220.3.80.7075 and the expenditure line used will be 202.220.5.20.3440

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

Motion is to move to award the bid for the Willow Creek Road signing project with Cartello Construction, Inc. in the amount of \$55,389.00.

Attach additional background documentation as needed.

**BID TABULATION
FOR
MORROW COUNTY
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
May 9, 2019 Bid Opening**

	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	Engineer's Estimate		Cartello Constuction Inc.		Baker Rock Resources		Construction Ahead Inc.	
				<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
1 -210	Mobilization	L.S.	1	\$15,000.00	\$15,000.00	\$11,250.00	\$11,250.00	\$14,000.00	\$14,000.00	\$6,500.00	\$6,500.00
2 -225	Flaggers	HR	180	\$70.00	\$12,600.00	\$56.00	\$10,080.00	\$92.00	\$16,560.00	\$65.00	\$11,700.00
3 -910	Wood Sign Support	FBM	2250	\$10.00	\$22,500.00	\$9.50	\$21,375.00	\$10.20	\$22,950.00	\$18.85	\$42,412.50
4 -940	Signs, Standard Sheeting Plywood	Sq. Ft.	604	\$30.00	\$18,120.00	\$21.00	\$12,684.00	\$17.00	\$10,268.00	\$30.00	\$18,120.00
			TOTALS		\$68,220.00		\$55,389.00		\$63,778.00		\$78,732.50

Sandra Pointer

From: Kate Knop
Sent: Wednesday, May 29, 2019 8:20 AM
To: Sandra Pointer; Justin Nelson; Richard Tovey
Cc: Matt Scrivner; Roberta Lutcher; Darrell Green
Subject: RE: AWARD - Willow Creek Signing project

I approve with the changes.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Sandra Pointer
Sent: Tuesday, May 28, 2019 4:59 PM
To: Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: RE: AWARD - Willow Creek Signing project

Kate

As we discussed this will be 202.220.5.20.3440 I had put the wrong budget line in the agenda coversheet. I will make the changes and as we talked, this will be likely in the 2019/20120 budget year.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road,Airport,Waste Management,Parks and General Maintenance

Sandra Pointer

From: Richard Tovey
Sent: Friday, May 17, 2019 8:47 AM
To: Sandra Pointer; Justin Nelson; Kate Knop
Cc: Matt Scrivner; Roberta Lutcher; Darrell Green
Subject: RE: AWARD - Willow Creek Signing project

Sandi-

I reviewed the AWARD package for the Willow Creek Signing project and have no issues with the form or process and it can go to the BoC for review.

Thanks-

Rich

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

From: Sandra Pointer
Sent: Thursday, May 16, 2019 4:11 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>
Subject: AWARD - Willow Creek Signing project

Justin, Richard and Kate,

I am submitting this for an agenda June 5th if possible. It is for the AWARD for a contractor on a sign project for some safety sign improvements.

Morrow County Public Works

Sandi Pointer

Management Assistant

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

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

WILLIAMS

Express

RT **FO** 14:00
FZ 7161 05.09

RECEIVED MAY 8 2009
10:39 A.M.
SJP

ORIGIN ID: BNOA (503) 351-5015
TARA TIDWELL
PD BOX 2405
OREGON CITY, OR 97045
UNITED STATES US

SHIP DATE: 08MAY19
ACTWTG: 0.10 LB
CAD: 6991220/SSFO2002
BILL CREDIT CARD

Part # 1462374857-97839-EX-04270

TO **WILLOW CREEK SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPT
365 WEST HIGHWAY 74**

LEXINGTON OR 97839

(711) 111-1111 REF:
IND: DEPT:



THU - 09 MAY 2:00P
FIRST OVERNIGHT

TRK# 7871 2146 7161
0201

X1 PSCA

97839
OR-US GEG



**Willow Creek Road
Signing Project BID**

147918 REV 008 RRD

FedEx First Overnight®

147918 REV 008 RRD

FedEx First Overnight®

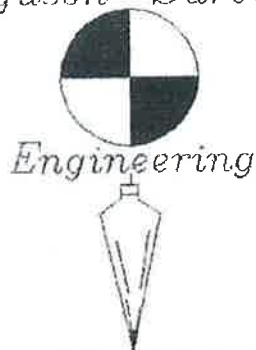
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**WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON**

May, 2019

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



RENEWS: 1/1/2020

INDEX
For
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

INDEX

1. Invitation to Bid
2. Information for Bidders
3. Project Proposal Form
4. Bid Proposal Form
5. Bid Schedule
6. Bid Bond Form
7. First Tier Sub-Contractor Disclosure Form
8. Bidder's Certification Statements as Required by Certain Oregon Revised Statutes (ORS)

INVITATION TO BID
For
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

Sealed Bids for the “**WILLOW CREEK ROAD SIGNING PROJECT**” will be received by the Morrow County Public Works Department, 365 West Highway 74 (P.O. Box 428), Lexington, Oregon, 97839, until 2:30 p.m. local time on May 9, 2019. First Tier Subcontractor Disclosure Forms will be accepted until 4:30 p.m. local time on May 9, 2019. The bids will be publicly opened and read at the Morrow County Public Works Department, 365 West Highway 74, Lexington, Oregon, at 3:00 p.m. local time on May 9, 2019.

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.

Estimated Cost Range: \$50,000 to \$80,000

The work will consist of installing new signs along a 20 mile section of Willow Creek Road, commencing at it's intersection with Highway 207 just South of Heppner, then running Southeasterly to the Forest Boundary near Cutsforth Park.

The project consists of, but may not be limited to the following total estimated unit cost quantities:

Mobilization, Lump Sum,1; Flaggers, Hour, 180; Wood Sign Supports, 2250 FBM; Signs, Standard Sheeting, Plywood, 604 sq. ft.;

This is a MORROW COUNTY Project, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, funded through the Oregon Department of Transportation's "State Funded Local Project Program", 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 County will award the contract at the May 15, 2019 Board of Commissioner's Meeting held at the Morrow Bartholomew Building, 100 S. Court St., Heppner, Oregon, starting at 9:00 a.m. Contract Work will commence within five (5) calendar days of the Notice to Proceed. The contractor shall complete all work required in the contract within forty five (45) calendar days of the Notice to Proceed.

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.

INFORMATION FOR BIDDERS

MORROW COUNTY will receive sealed bids for the "WILLOW CREEK ROAD SIGNING PROJECT", as shown in the INVITATION TO BID. Each bid shall be submitted in a sealed envelope labeled "**BID FOR: MORROW COUNTY WILLOW CREEK ROAD SIGNING 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 under the conditions 00120.40 of the SPECIAL PROVISIONS for this project. The First-Tier sub-contractor disclosure form must be submitted with either the bid submission or in a separate sealed envelope within two (2) working hours after the date and time of the deadline when bids are due to a contracting agency (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 WILLOW CREEK ROAD SIGNING 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. 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 time and date set forth under 00120.60 of the SPECIAL PROVISIONS for this project. Any modifications shall be prepared on the Contractor's company letterhead, signed by an authorized officer, state that the new document supersedes or modifies the prior bid and be submitted in a sealed envelope, appropriately marked. The Agency shall not accept modifications over the telephone, faxed modifications, or similar modification. This does not eliminate a third party hand delivering a faxed modification.

Any bid may be withdrawn prior to the scheduled time and date set forth in the INVITATION TO BID, according to the requirements of 00120.60 of the SPECIAL PROVISIONS for this project. 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 drawings and contract documents (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.

The contract documents 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 faxed to all prospective Bidders (at the respective fax numbers 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 FERGUSON SURVEYING AND ENGINEERING, at (541) 932-4520.

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.

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 forty five (45) consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages according to 00180.85 of the SPECIAL PROVISIONS.

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 as defined in 00130.10 of the SPECIAL PROVISIONS, 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, as required under the conditions of 00120.40 of the SPECIAL PROVISIONS.
- 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 Engineer: Douglas M. Ferguson, P.E., P.L.S.
Ferguson Surveying & Engineering
P.O. Box 519
Mt. Vernon, OR 97865
Ph. (541) 932-4520

PROJECT PROPOSAL FORM
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "MORROW COUNTY WILLOW CREEK ROAD SIGNING PROJECT", AS THE SCHEDULE OF ITEMS WILL SHOW, ALL IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: Cartello Construction Inc

Address: PO Box 2405
Oregon City OR 97045

Phone: 503-680-9923

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 WILLOW CREEK ROAD SIGNING PROJECT", for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Plans and Specifications 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 specifications and drawings 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 understands that the MORROW COUNTY PUBLIC WORKS DEPARTMENT will be in charge of road closures and traffic control for this project. The Contractor shall remain in close communication with the Public Works Department regarding project scheduling.
6. 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.
7. 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.
8. 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:

5-9-19

BID PROPOSAL
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

Proposal of Cartello Construction Inc., hereinafter called "BIDDER",
organized and existing under the laws of the State of OREGON, doing business as

Cartello Construction Inc.
(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 WILLOW CREEK ROAD SIGNING PROJECT**", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

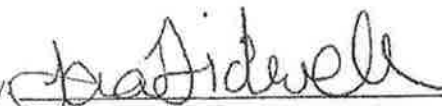
By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

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 pursuant to the SPECIAL PROVISIONS, SECTION 00180.

BIDDER SIGNATURE: Deirdre DATE: 5-9-19

BID SCHEDULE
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1-210	Mobilization	Lump Sum	1	\$ <u>11,250⁰⁰</u>	\$ <u>11,250⁰⁰</u>
2-225	Flaggers	Hour	180	\$ <u>56.00</u>	\$ <u>10,080⁰⁰</u>
3-910	Wood Sign Supports	F.B.M.	2250	\$ <u>9.50</u>	\$ <u>21,375⁰⁰</u>
4-940	Signs, Standard Sheeting, Plywood	Sq. Ft.	604	\$ <u>21.00</u>	\$ <u>12,684⁰⁰</u>
TOTAL BID AMOUNT					\$ <u>55,389.00</u>

By: 
 Signature

Print Name: Tara Tidwell

Title: President

Telephone: 503-351-5015

Company Name: Cartello Construction Inc.

Mailing Address: PO Box 2405
Oregon City OR 97045

Oregon CCB No.: 191837

BID BOND
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

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 WILLOW CREEK ROAD SIGNING
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 _____, 2019

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
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

As Per ORS 279C.370
 BID CLOSING DATE & TIME: May 9, 2019 at 2:30 p.m.
 DISCLOSURE DEADLINE: May 9, 2019 at 4:30 p.m.
 BID OPENING: May 9, 2019 at 3:00 p.m.

This form must be submitted within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract.

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
N/A		

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): Cartello Construction Inc
 Phone No.: 503-680-9923

BIDDER'S CERTIFICATION STATEMENTS
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, Cartello 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 191837 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: Bradwell Date: 5-9-19

Title: President



21880 S.W. Farmington Road
Beaverton, Oregon 97007-5470

RECEIVED MAY 09 2018
2:06 P.M.
SM

BID FOR:

"MORROW COUNTY WILLOW CREEK ROAD
SIGNING PROJECT"

TO BE OPENED ONLY BY AUTHORIZED

PROJECT PROPOSAL FORM
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE **"MORROW COUNTY WILLOW CREEK ROAD SIGNING PROJECT"**, AS THE SCHEDULE OF ITEMS WILL SHOW, ALL IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: Baker Rock Crushing dba Baker Rock Resources

Address: 21880 SW Farmington Road
Beaverton, OR 97007

Phone: 503-642-2531

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 WILLOW CREEK ROAD SIGNING PROJECT"**, for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Plans and Specifications 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 specifications and drawings 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 understands that the MORROW COUNTY PUBLIC WORKS DEPARTMENT will be in charge of road closures and traffic control for this project. The Contractor shall remain in close communication with the Public Works Department regarding project scheduling.
6. 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
7. 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.
8. 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: T. J. A. Bell DATE: May 8, 2019

BID PROPOSAL
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

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

Baker Rock Resources

(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 WILLOW CREEK ROAD SIGNING 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 pursuant to the SPECIAL PROVISIONS, SECTION 00180.

BIDDER SIGNATURE: T. J. A. Beck DATE: May 9, 2019

**BID SCHEDULE
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1-210	Mobilization	Lump Sum	1	\$ <u>14,000.⁰⁰</u>	\$ <u>14,000.⁰⁰</u>
2-225	Flaggers	Hour	180	\$ <u>92.⁰⁰</u>	\$ <u>16,560.⁰⁰</u>
3-910	Wood Sign Supports	F.B.M.	2250	\$ <u>10.²⁰</u>	\$ <u>22,950.⁰⁰</u>
4-940	Signs, Standard Sheeting, Plywood	Sq. Ft.	604	\$ <u>17.⁰⁰</u>	\$ <u>10,268.⁰⁰</u>
TOTAL BID AMOUNT					\$ <u>63,778.⁰⁰</u>

By: Todd A. Baker
Signature

Company Name: Baker Rock Crushing dba Baker Rock Resources

Print Name: Todd Baker

Mailing Address: 21880 SW Farmington Rd

Title: President

Beaverton, OR 97007

Telephone: 503-642-2531

Oregon CCB No.: 3838

BID BOND
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

KNOW ALL MEN BY THESE PRESENTS, THAT Baker Rock Crushing Co. Inc. dba Baker Rock Resources

_____ , herein after called the "PRINCIPAL",

and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Connecticut ,having its principal place of business at 1501 Fourth Avenue, Suite 1000, Seattle 98101 in the state of Washington 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 (10%) of Bid Amount dollars (\$ 10% of Bid Amount), 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 WILLOW CREEK ROAD SIGNING 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 9th day of May, 2019

Baker Rock Crushing Co. Inc. dba Baker
Rock Resources

PRINCIPAL



By

Travelers Casualty and Surety
Company of America

Surety



By **Attorney-in-fact** Tamara A. Ringeisen

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tamara A. Ringesen, of Portland, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of May, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

As Per ORS 279C.370

BID CLOSING DATE & TIME: May 9, 2019 at 2:30 p.m.

DISCLOSURE DEADLINE: May 9, 2019 at 4:30 p.m.

BID OPENING: May 9, 2019 at 3:00 p.m.

This form must be submitted within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract.

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
Certified Personnel Service Agency	\$22,179.40	Flagging

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): Baker Rock Crushing dba Baker Rock Resources

Phone No.: 503-642-2531

BIDDER'S CERTIFICATION STATEMENTS
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, Baker Rock Crushing dba Baker Rock Resources, 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 3838 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: T. J. A. B. K. Date: May 9, 2019

Title: President

RECEIVED MAY 09 2019
1:52 P.M

CONSTRUCTION AHEAD, INC. dba
PAVEMENT SURFACE CONTROL
CONSTAI083L5 DBE #D2F2315595 OR CCB Lic. #125652
P.O. Box 7204 • Kennewick, WA 99336

TO:

Bid for Morrow County
Willow Creek Road Signing
Project

"To Be Opened By Authorized
Personnel"

May 9, 2019
2:30 PM

PROJECT PROPOSAL FORM
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "MORROW COUNTY WILLOW CREEK ROAD SIGNING PROJECT", AS THE SCHEDULE OF ITEMS WILL SHOW, ALL IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: Construction Ahead Inc, dba Pavement Surface Control

Address: 712 S Washington St
Kennewick WA

Phone: 509-586-1969

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 WILLOW CREEK ROAD SIGNING PROJECT", for the MORROW COUNTY PUBLIC WORKS DEPARTMENT, as shown by those certain Plans and Specifications 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 specifications and drawings 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 understands that the MORROW COUNTY PUBLIC WORKS DEPARTMENT will be in charge of road closures and traffic control for this project. The Contractor shall remain in close communication with the Public Works Department regarding project scheduling.
6. 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
7. 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.
8. 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: May 8 2019

BID PROPOSAL
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

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

Pavement Surface Control
(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 WILLOW CREEK ROAD SIGNING 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 pursuant to the SPECIAL PROVISIONS, SECTION 00180.

BIDDER SIGNATURE:  DATE: 5/8/2019

BID SCHEDULE
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1-210	Mobilization	Lump Sum	1	\$ <u>6500⁰⁰</u>	\$ <u>6500⁰⁰</u>
2-225	Flaggers	Hour	180	\$ <u>65⁰⁰</u>	\$ <u>11,700⁰⁰</u>
3-910	Wood Sign Supports	F.B.M.	2250	\$ <u>18⁸⁵</u>	\$ <u>42,412⁵⁰</u>
4-940	Signs, Standard Sheeting, Plywood	Sq. Ft.	604	\$ <u>30⁰⁰</u>	\$ <u>18120⁰⁰</u>

TOTAL BID AMOUNT \$ 78,732⁵⁰

By: 
 Signature

Construction Ahead Inc
 Company Name: Pavement Surface Control

Print Name: Dorothy McDaniel

Mailing Address: PO Box 7204
Kennewick WA 99330

Title: President

Telephone: 509-586-1969

Oregon CCB No.: 125652

BID BOND
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____ Construction Ahead, Inc. dba Pavement Surface Control _____, herein after called the "PRINCIPAL",
and _____ The Ohio Casualty Insurance Company _____,
a corporation duly organized under the laws of the State of _____ New Hampshire _____, having its
principal place of business at _____ 9450 Seward Road, Fairfield _____ in the state of
_____ Ohio _____ 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 Bid Amount _____ dollars (\$ _____ 10% _____),
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 WILLOW CREEK ROAD SIGNING
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 _____ 9th _____ day of _____ May _____, 2019

_____ Construction Ahead, Inc. dba Pavement Surface Control
PRINCIPAL

By _____


_____ The Ohio Casualty Insurance Company
Surety

By _____

By Attorney-in-fact Kirsten K Jordan

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Karen Alley; Jodi Clayton; Jacqueline F. Hernandez; Charles E. Hudon; Kirsten K Jordan; Sarah Scott

all of the city of Pasco state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of May, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019**

As Per ORS 279C.370
 BID CLOSING DATE & TIME: May 9, 2019 at 2:30 p.m.
 DISCLOSURE DEADLINE: May 9, 2019 at 4:30 p.m.
 BID OPENING: May 9, 2019 at 3:00 p.m.

This form must be submitted within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract.

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
NA		

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): Construction Ahead Inc Sba
Pavement Surface Control
 Phone No.: 509-586-1969

BIDDER'S CERTIFICATION STATEMENTS
FOR
WILLOW CREEK ROAD SIGNING PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
May, 2019

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, Construction Ahead Inc. dba
Pavement Surface Control, 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 125652 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: 5/8/2019

Title: President

LOCAL AGENCY AGREEMENT
State Funded Local Project Program
Project Name Umatilla, Grant, Morrow County Safety Improvements (Morrow County)

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the Morrow County, acting by and through its Elected Officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Willow Creek Road is a part of the County Road system under the jurisdiction and control of Agency.
4. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.
5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. All traffic control devices on this Project must conform to the current State standards and specifications.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency to installing REQUIRED Chevron Signs on Rural Horizontal Curves (Ball banking and Revised Speed Riders Included), hereinafter

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referred to as "Project." The Project location and approximate limits are shown the map Marked "Exhibit A," attached hereto and by this reference made a part hereof.

2. The total Project cost for the work to be performed under this Agreement is estimated at \$148,000.00, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$136,485.60.
 - a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$136,485.60 of federal dollars allocated for this Project for \$136,485.60 of state dollars.
 - b. State funds under this Agreement are limited to \$136,485.60.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 92.22 percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
 - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").
 - b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a

temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at
<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
- e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

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- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination of this Agreement.
- 3. Except as otherwise provided in Agency Obligations Paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.
- 4. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
 - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings
- 5. Agency must obtain approval from the Region 5 Traffic Manager for changes to the Project's scope, schedule, or budget by submitting a request through State's project liaison or manager by written notification, e-mail is acceptable. Agency shall be fully responsible for cost increases due to changes to the established Project scope, schedule, or budget made prior to approval. The Parties shall execute an amendment to this Agreement to memorialize any approved changes referenced in this paragraph.
- 6. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key Number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.
- 7. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.

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8. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
9. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
11. All employers, including Agency, that employ subject workers who work under this 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
12. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

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14. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
15. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
17. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State 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 activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.

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- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 \$2,000,000 \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000 \$2,000,000 \$4,000,000 10,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
18. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

Agency/State
Agreement No.32994

20. Agency's Project Manager for this Agreement is Matt Scrivner, Public Works Director, Morrow County, P.O. Box 428, Lexington, OR 97839, Phone: 541-989-9500, Fax: 541-989-8352, mscrivner@co.morrow.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 92.22 percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If Project includes traffic signal improvements on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. Consistent with Agency Obligations Paragraph 2 State shall:
 - a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on,
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed,
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines,
 - d. Upon completion of the Project, maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops and at State's expense,

- e. Maintain the pavement markings and signing installed on the State highway in accordance with current ODOT standards, and
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer. Any such timing modification shall comply with the ADA and Agency Obligations Paragraph 2,
5. State's Project Manager for this Agreement is Michael P. Barry, Local Agency Liaison, 3012 Island Avenue, La Grande, OR 97850. michael.p.barry@state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

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4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20545) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Signature Page to Follow

Agency/State
Agreement No. 32994

Morrow County, by and through its
elected officials

By [Signature]
Commissioner

Date 1-9-19

By [Signature]
Commissioner

Date 1-9-19

By [Signature]
Commissioner

Date 1-9-19

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
Region 5 Manager

Date 1/18/19

By [Signature]
Region 5 Traffic Manager (Interim)

Date 1/17/19

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By [Signature]
Agency Counsel

Date 1-9-2019

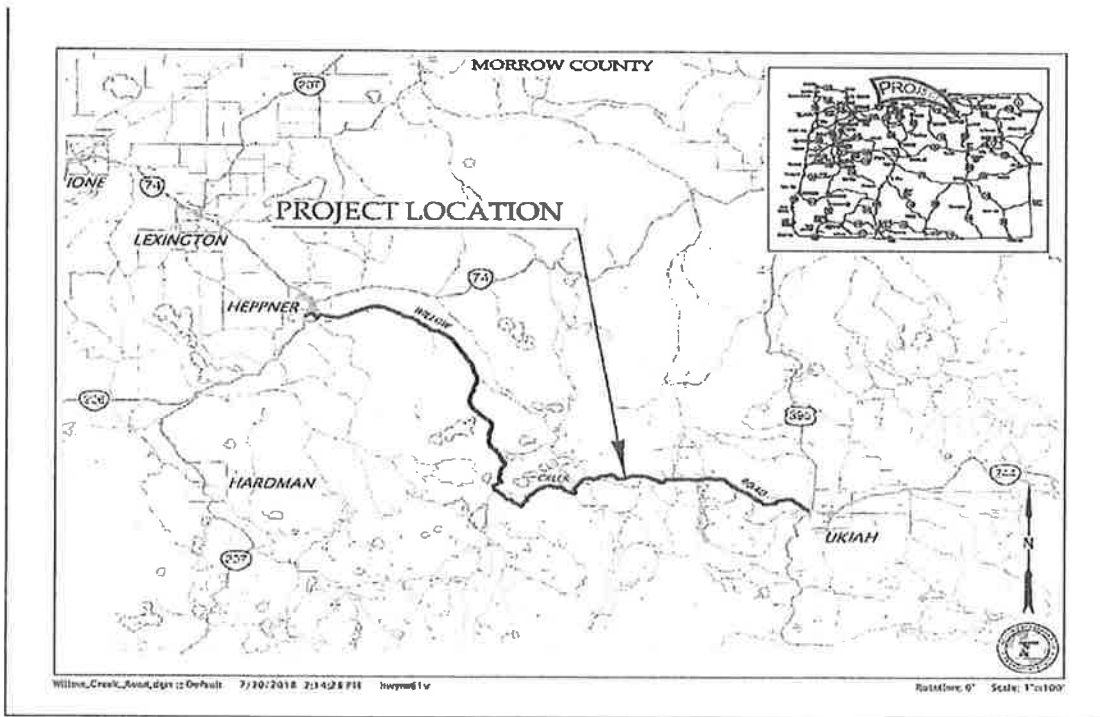
Agency Contact:

Matt Scrivner, Public Works Director
Morrow County
P.O. Box 428
Lexington, OR 97839
Phone: 541-989-9500
mscrivner@co.morrow.or.us

State Contact:

Michael P. Barry, LAL
3012 Island Avenue
La Grande, OR 97850
541-963-1353
Michael.p.barry@odot.state.or.us

EXHIBIT A – Project Location Map



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

IN THE MATTER OF DECLARING)
WEDNESDAY, JUNE 12, 2019) RESOLUTION NO. R-2019-11
AS LARRY LINDSAY DAY FOR ALL)
OF MORROW COUNTY)

WHEREAS, Morrow County recognizes that the Port of Morrow is the economic engine for Morrow County; and

WHEREAS, Morrow County further recognizes that Larry Lindsay was a Commissioner of the Port of Morrow for the past 52 years; and

WHEREAS, Larry Lindsay was committed to the citizens of Morrow County by his volunteer service and devotion to many state, regional and local organizations, committees and boards; and

WHEREAS, the citizens of Morrow County can look at all five communities and see evidence of water systems, subdivisions, parks, and bank stabilizations provided by the Port, just to name a few; and

WHEREAS, Larry Lindsay has decided to retire and his vision and leadership will be missed by all; and

NOW THEREFORE, based on the substantial contributions of Larry Lindsay to the Morrow County Community:

BE IT RESOLVED THAT JUNE 12, 2019 SHALL BE KNOWN BY ALL MORROW COUNTY CITIZENS AS “LARRY LINDSAY DAY.”

Adopted this 5th day of June 2019

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner



IN RECOGNITION

OF 52 YEARS OF SERVICE
TO THE PORT OF MORROW & MORROW COUNTY

BY **LARRY LINDSAY**

JOIN US FOR AN OPEN HOUSE TO SAY THANK YOU!

WEDNESDAY, JUNE 12, 2019, 4:00 - 6:00 PM

AT THE **RIVERFRONT CENTER**

2 MARINE DRIVE

BOARDMAN, OREGON



Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners

FROM: Darrell Green, County Administrator

DATE: May 31st, 2019

RE: Administrator Monthly Report for May 2019

Below are the highlights for the month of May:

1. North County Government Building update:
 - a) We interviewed 3 Owners Representatives on May 1st, and we announced our intent to award on May 15th to Hill International.
 - b) We are currently negotiating the terms of the Owners Representative Agreement.
2. Bartholomew Lower Level remodel- We received a bid for the remodel of the lower conference room and break room. I will bring that bid to the Board of Commissioners on June 12th.
3. Meetings
 - a) I participated in the Regional Forester Review on May 7th.
 - b) I attended the City, County, Port meeting on May 8th. There were good conversations around communication between the three entities, economic development, new Building Official and Building Permit IGA, and Interchange Area Management and Transportation System Plan.
 - c) We had two Leadership TEAM meetings, May 9th and May 23rd. We discussed the opportunity for Morrow County Leadership, Directors and Elected Official, to participate at the Fair this year to communicate what services we provide. We also set up a Pot Luck for June 20th to invite all employees and family members. We felt it is important to get to know each other better outside of work.
 - d) We had our Director's meeting on May 17th. Scott Clark for SAIF presented information on how Leadership can influence Safety, Jordan Standley presented information about Cyber Threats and ways we can avoid threats. I asked all departments and offices to forward all contracts, agreements to Justin, Kate and myself. The discussion on Agenda coversheets led to a work session scheduled for June 5th.
 - e) I attended County College on May 17th and 18th. The topic was Public Safety. We visited the Public Safety Training Academy, toured Marion County's Transition Center, heard presentations from Linn County's Juvenile Director, Yamhill's District Attorney, Grant County's Justice of the Peace, Marion County's Community Corrections Commander and Marion County's Sheriff.
4. Other projects or activities

- a) Retirement- trying to set up a meeting with OHSU's VP of Human Resources to learn about their process of transitioning from a Defined Benefit Plan to a Defined Contribution Plan.

Sincerely,



Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2019

Incident	January	February	March	April	May	June
Alarms	12	10	7	15	6	
Animal Complaint	26	26	36	29	33	
Agency Assist	23	16	23	19	24	
Assaults	2	2	3	3	7	
Burglary	6	0	3	4	2	
CHL	23	13	16	19	19	
Citizen Assist	11	14	12	25	17	
Civil Service	54	64	62	52	73	
Code	14	7	14	33	28	
Death Investigation	1	1	1	0	1	
Disturbance	15	7	13	25	19	
Dog	57	39	61	41	85	
Driving Complaints	83	71	80	97	89	
Drunk/Impaired Driver	4	5	6	6	5	
EMS	21	29	22	33	20	
Hit & Run	4	0	1	4	2	
Juvenile Complaints	15	12	18	23	28	
Motor Vehicle Crashes	19	80	15	7	12	
RV Code				6	2	
Sucidal	6	3	2	7	4	
Suspicious Activity	54	30	33	44	33	
Theft	21	13	8	11	10	
Trespass	10	3	9	11	8	
Traffic Stops - Cite	57	64	145	118	119	
Total Traffic Stops	177	188	406	336	280	
UUMV-Stolen vehicle	0	5	0	2	4	
Welfare Check	7	14	14	9	15	
Totals	722	716	996	979	945	
Other Misc. Incidents	679	558	435	609	568	
Total # of Incidents	1387	1267	1431	1588	1513	
Felony Arrests	29	13	18	19	17	
Total # of Arrests	47	31	36	48	42	



PUBLIC NOTICE

Boardman to Hemingway Transmission Line

Public Hearings on the Draft Proposed Order and Request for Comments

Date Notice Issued: May 22, 2019

Comment Deadline: July 23, 2019, 5 p.m. (PDT)

Location of Proposed Facility:

The proposed Boardman to Hemingway Transmission line would be a 500 kilovolt, high-voltage electric transmission line. The proposed facility would cross five counties in Oregon: Morrow, Umatilla, Union, Baker, and Malheur.

Introduction:

The Oregon Department of Energy (ODOE), staff to the Energy Facility Siting Council (EFSC), received an Application for Site Certificate (ASC) from Idaho Power Company (applicant) to construct and operate the proposed Boardman to Hemingway Transmission Line. The proposed facility would be a 500-kilovolt (kV) transmission line approximately 273 miles in length, spanning five counties in Oregon and one in Idaho. Under Oregon law, the applicant must obtain a site certificate from EFSC before constructing and operating the proposed facility. The applicant filed the complete ASC on October 3, 2018. ODOE issued a draft proposed order (DPO) on the ASC on May 22, 2019. The DPO recommends EFSC approve the ASC and issue a Site Certificate, subject to the conditions listed in the order. The purpose of this notice is to notify the public of the public hearings and open comment period extending through July 23, 2019.

The Boardman to Hemingway Transmission Line ASC and the DPO are available online:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx>

Public Hearings and Public Comment Period:

EFSC will hold a public hearing on the draft proposed order in each of the counties the proposed facility crosses. Each hearing will begin at 4:30 p.m. and will include a brief project introduction by ODOE staff and directions from an independent hearing officer,

appointed by EFSC, from the Oregon Office of Administrative Hearings. The opportunity for public testimony will begin at approximately 5 p.m.

See the next page for additional details about how to submit public comments.

County: Malheur
Date: Tuesday, June 18, 2019
Time: 4:30 – 8 p.m.
Location: Four Rivers Cultural Center, 676 SW 5th Ave, Ontario, OR 97914

County: Baker
Date: Wednesday, June 19, 2019
Time: 4:30 – 8 p.m.
Location: Baker City Veterans of Foreign Wars Hall 2005 Valley Ave, Baker City, OR 97814

County: Union
Date: Thursday, June 20, 2019
Time: 4:30 – 8 p.m.
Location: Blue Mountain Conference Center, 404 12th St, La Grande, OR 97850

County: Umatilla
Date: Wednesday, June 26, 2019
Time: 4:30 – 8 p.m.
Location: Pendleton Convention Center, 1601 Westgate, Pendleton, OR 97801

County: Morrow
Date: Thursday, June 27, 2019
Time: 4:30 – 8 p.m.
Location: Port of Morrow, Riverfront Room 2 Marine Dr NE, Boardman, OR 97818

Description of the Proposed Facility:

The applicant proposes to construct and operate a 500-kilovolt (kV) transmission line approximately 273 miles long. The proposed transmission line and

proposed alternative routes would cross five counties in Oregon, extending from a proposed switching station near Boardman, Oregon to the existing Hemingway Substation located in Owyhee County, Idaho. The major components of the proposed facility would include the 500-kV transmission line, removal of 12 miles of existing 69-kV transmission line, rebuilding of 0.9 mile of a 230-kV transmission line, and rebuilding of 1.1 miles of an existing 138-kV transmission line. The applicant is also proposing four alternative routes to the proposed route, totaling approximately 33 miles of transmission line. Related or supporting facilities would include a switching station ("Longhorn Station"), communication stations, new access roads and the modification of existing access roads. The proposed facility also includes temporary construction staging areas ("multi-use areas"), and temporary pulling and tensioning sites.

A map of the proposed facility is included at the end of this notice. Specific proposed locational maps are available on the project webpage in the ASC, Exhibit C (see page 1 for link).

EFSC Review Process:

The site certificate process is a consolidated, comprehensive review. The applicant must demonstrate that the proposed facility meets EFSC standards established under Oregon Revised Statute (ORS) 469.501 and set forth in Oregon Administrative Rule (OAR) Chapters 345, division 22, 23, and 24, as well as all other applicable Oregon statutes, rules and standards. ODOE serves as staff to EFSC and conducts the application review process.

The proposed Boardman to Hemingway Transmission Line is an energy facility subject to EFSC jurisdiction under the definition in ORS 469.300(11)(a)(C). As such, the proposed facility must receive a site certificate from EFSC before construction can begin. EFSC has jurisdiction on all lands in Oregon except Tribal Government controlled land; the facility must receive EFSC approval even on land owned by the federal government.

Public Hearings and Comment Period:

A series of public hearings on the DPO will be held in the vicinity of the proposed facility at EFSC meetings at the above listed times, dates, and locations.

Written comments to be included in the record of the public hearings must be received by ODOE no later than July 23, 2019 at 5 pm (PDT). Written comments may be submitted prior to, during, and after the public hearings by mail, email, hand-delivery or fax to the hearing officer, in care of:

Kellen Tardaewether, Senior Siting Analyst
Oregon Department of Energy
Phone: 503-373-0214
Address: 550 Capitol St N.E.
Salem, OR 97301
Fax: 503-378-6457
Email: B2H.DPOComments@Oregon.gov

Written or oral comments may also be provided at the public hearing(s). EFSC will not accept comments on the ASC or on the DPO after July 23, 2019 at 5 p.m. (PDT), the close of the record of the public hearings for the proposed facility.

To be eligible to participate in a contested case on this ASC or DPO, a person must raise an issue either in person at the public hearing(s) or in a written comment submitted on or after May 22, 2019 and received by ODOE before the record closes on July 23, 2019 at 5 p.m. (PDT). Even if a person commented before May 22, 2019, that person must raise an issue(s), either in person at the public hearing(s) or in writing during the comment period to be eligible to participate in the contested case. For consideration in the contested case, issues raised must be within the EFSC's jurisdiction and must be raised with sufficient specificity so that EFSC, the Department, and the applicant understand the issue being raised and are afforded an opportunity to respond to the issue. To raise an issue with sufficient specificity, a person must present facts that support the person's position on the issue. See Oregon Administrative Rule 345-015-0016(3).

EFSC Decision Process:

Following the public hearings and after the close of the record of the hearings on the draft proposed order, EFSC will review the DPO and public hearing comments during a scheduled EFSC meeting. Following its review, either at that meeting or at a subsequent meeting, EFSC will direct staff to prepare and issue a proposed order, and issue a notice of contested case. Following the contested case, EFSC

will issue a final order on the ASC. The Siting Division Public Guide contains information on the EFSC process, including the contested case process. To view this information on ODOE's website, please use the following link:

<https://www.oregon.gov/energy/facilities-safety/facilities/Documents/Fact-Sheets/EFSC-Public-Guide.pdf>

Receipt of this Notice:

Please note that you may be receiving this notice for multiple reasons:

1. You own property within 500 feet the site boundary. You will automatically receive all future EFSC notices for this facility.
2. You have previously signed up via GovDelivery to receive notices related to the Boardman to Hemingway Transmission Line or all EFSC project-related notices. You will automatically receive all future notices per your GovDelivery choices, unless you unsubscribe via GovDelivery.
3. You are the owner of real property normally used for sleeping, or normally used as schools, churches, hospitals, or public libraries within one half mile from the site boundary (noise sensitive property).
4. You requested to receive notices by mail and/or electronic delivery during the joint scoping meetings with ODOE, the Bureau of Land Management and the U.S. Forest Service in August 2010. If you would like to be removed from the mailing list, please contact the project siting analyst.

Additional Information:

1) Oregon Department of Energy's webpage:

More details on the Boardman to Hemingway Transmission Line application for site certificate and the draft proposed order:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx>

Additional resources to help you participate in the state siting process:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/Fact-Sheets.aspx>

2) Updates by email/mail:

Subscribe to GovDelivery, a self-managed, automated email system that sends notices and updates on the Boardman to Hemingway Transmission Line as well as any or all other energy facilities and events under EFSC jurisdiction. For more information, please visit:

<http://tinyurl.com/EFSC-email>.

To receive notices by U.S. Mail, please contact Kellen Tardaewether (see page 2 for contact information).

3) In hardcopy:

Hard copies of the proposed Boardman to Hemingway Transmission Line Application for Site Certificate are available for public inspection at:

Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

4) Electronic copies of the application may be viewed or downloaded at:

Baker County Public Library, 2400 Resort St., Baker City;
Oregon Trail Library District, 200 S. Main St., Boardman;
Cook Memorial Library, 2006 4th St., La Grande;
Pendleton Public Library, 502 S.W. Dorion Ave., Pendleton;
Ontario Community Library, 388 SW 2nd Ave, Ontario

Accessibility information:

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations to review the ASC or DPO, or need information in an alternate format, please contact Esther Kooistra at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to

esther.kooistra@oregon.gov. For any other accommodation needed to attend or participate in the hearing(s), please contact ODOE as soon as possible so we may provide the accommodation.

Figure 1: Proposed Facility Location

