

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, October 16, 2019 at 9:00 a.m.
Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman, Oregon
AMENDED

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated October 17th; Retirement Taxes, October 8th, \$20,563.41; **Fair Premiums, October 17th, \$5,086.98**
 - b. Minutes: September 4th; **September 11th**
 - c. Oregon Department of Veterans' Affairs, 2019-20 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County; \$45,000
 - d. Oregon Health & Science University Subaward Agreement #B04MC31511, Title V, Maternal & Child Services
 - e. Accept Department of Land Conservation and Development Small Jurisdiction Grant, \$4,000
 - f. Resolution No. R-2019-20: To apply for Oregon Parks & Recreation Department ATV Grant for equipment at OHV Park
- 5. Public Hearing** – To consider the renaming of Laurel Road to Laurel Lane Road
- 6. Business Items**
 - a. Draw Applicant Names for 2019 Youth Hunt – Spike Elk (Greg Close, Parks Manager)
 - b. Irrigon Building Update (Darrell Green, Administrator)
 - c. Overview of Sheriff's Office Accounts (Kate Knop, Finance Director; Undersheriff John Bowles)
 - d. Code Enforcement Task Force Report (Carla McLane, Planning Director)
 - e. Request for Proposals – Port of Morrow Interchange Area Management Plan (Carla McLane)
 - f. **Umatilla Electric Cooperative Easement**
- 7. Department Reports**
 - a. Juvenile Department Quarterly Report (Christy Kenny, Director)
 - b. The Loop, Morrow County Transportation Quarterly Report (Anita Pranger, Coordinator)
 - c. Emergency Management Quarterly Report (Undersheriff John Bowles)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Executive Session** – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 11. Executive Session** – Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 12. Sign documents**
- 13. Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchner at (541) 676-5613.

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

Morrow County Board of Commissioners Meeting Minutes
September 4, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Kate Knop, Finance Director

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

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

City & Citizen Comments: None

Open Agenda: None

Consent Calendar

Commissioner Lindsay requested to remove the seven Permit Applications to Build on the Right-of-Way.

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

1. *Accounts Payable, September 5th, \$236,480.17; Void Check, July 26th, \$127.50; Two Manual Checks, August 19th, \$1,800 & August 30th, \$24,730.37; Payroll Payables, August 27th, \$178,030.55*
2. *Minutes: August 14th*
3. *Intergovernmental Agreement #DCJ-IGA-R-11358-2020 with Multnomah County to allow Morrow County Parole & Probation access to its database dashboard on offenders; term to be two years at \$287.82 per year; and authorize Chair Doherty to sign on behalf of the County*
4. *Resolution No. R-2019-18 – A Resolution Adopting the Morrow County Housing Strategies Report dated June 2019, as a Guidance Document in Support of Continued Work Related to Goal 10 Housing*

Commissioner Lindsay seconded. Unanimous approval.

Permit Applications to Build on the Right-of-Way, #OON through #OOR

Matt Scrivner, Public Works Director

Mr. Scrivner explained these were crossing permits for the 230 kV line that will run north from the Wheatridge Project. He said he had concerns about Permit #OOR, the crossing at Bombing Range Road south of Finley Buttes Landfill. It listed a 36' clearance and he said he'd like to increase that to about 45', but there may be height restrictions from the Navy. The Board agreed with Mr. Scrivner's request to postpone a decision on Permit #OOR pending further research.

Commissioner Lindsay moved to approve the following Permit Applications to Build on the Right-of-Way from Umatilla Electric Cooperative:

1. #OON – Frontage Lane 0.07 miles from intersection with Bombing Range Road, Electric Transmission Line (230 kV)
2. #OOO – Homestead Lane at the intersection with Bombing Range Road, Electric Transmission Line (230 kV)
3. #OOP – Bombing Range Road 0.2 miles from the intersection with Frontage Lane, Electric Distribution Line
4. #OOQ – Lindsay West 1 mile from the intersection with Bombing Range Road, Electric Transmission Line (230 kV)
5. #OOS – Bombing Range Road 1 mile from the intersection with Wilson Lane, Electric Distribution Line
6. #OOT – Little Juniper Lane 1 mile from the intersection with Bombing Range Road, Electric Transmission Line (230 kV)

Commissioner Russell seconded. Unanimous approval.

Department Reports

Treasurer's Monthly Report

The written report submitted by Treasurer Gayle Gutierrez was reviewed.

Business Items

Draft Comment Letters: Wheatridge Wind Energy Facility Draft Proposed Order (DPO), Fourth Amendment to Site Certificate; Army Corps of Engineers Mid-Columbia River Regional Master Plan

Stephen Wrecsics, GIS Planning Tech

Mr. Wrecsics presented the letters on behalf of Planning Director Carla McLane. The first letter to the Department of Energy (DOE) pertained to NextEra's application to add a photovoltaic solar energy generation facility with battery storage and other necessary components to the Wheatridge Project. NextEra also requested to amend the site boundary and extend the construction commencement deadline. Ms. McLane's letter listed several minor errors and omissions in the DOE's Draft Proposed Order, and identified areas of concern to the County.

Commissioner Russell moved to approve the comment letter to the Oregon Department of Energy and directed Planning Director McLane to finalize the letter for submission on or before September 9, 2019. Commissioner Lindsay seconded. Unanimous approval.

Ms. McLane's second letter about the Army Corps of Engineers' Mid-Columbia River Regional Master Plan, was drafted on behalf of Morrow County as a Cooperating Agency. The Plan is a guidance document only, said Mr. Wrecsics, and does not involve decision-making. The letter contained a few suggestions and corrections to the Plan.

Commissioner Russell moved to approve the comment letter to the Army Corps of Engineers and directed Planning Director McLane to finalize the letter for submission on or before September 9, 2019. Commissioner Lindsay seconded. Unanimous approval.

Proposal for New Parks Reservation System

Kate Knop, Finance Director

Sandi Pointer, Public Works Management Assistant

Ms. Knop said at the Budget Committee Meetings this spring, the Parks Department and Public Works discussed a new system for reservations at County Parks and for Transfer Station transactions. However, based on research, today's proposal is for the Parks reservation system only, she said. The solution for the Transfer Stations was still being reviewed but she said she anticipated it will come to the Board in November or December.

A PowerPoint presentation comparing the current system to the recommended system, ResNexus, was viewed and discussed. Ms. Knop said the change will mean cost savings and efficiencies, as well as being more user-friendly. The contract with ResNexus will be on next week's Consent Calendar, she said. A question and answer session took place.

Eastern Oregon Counties Association (EOCA) Dues Invoice

There were several discussions surrounding the payment of the \$10,500 EOCA dues invoice, for instance, the current activities of EOCA, particularly concerning the hiring of a lobbyist; the fact that non-dues-paying counties have a vote at EOCA meetings; and the need for that organization to come up with a firm budget, membership and voting requirements, and a formula to determine dues.

Commissioner Russell moved to approve paying \$7,500 in dues this year with the idea it may be adjusted in the future. Commissioner Lindsay seconded. Unanimous approval.

Review Updated Employment Application

Karmen Carlson, Human Resources Director

Ms. Carlson said she worked with CIS (Citycounty Insurance Services) to develop the new application to bring it into compliance with current laws. She reviewed the changes for the Board, which then agreed with the updates.

Reclassification Request Update

Karmen Carlson

Ms. Carlson said the submitter of the request for a reclassification decided to pursue the next step in the process and appeal the decision of the Appeal Committee to the Board of Commissioners. After determining everyone's availability on September 11th, Ms. Carlson discussed sending the packets of information to the Commissioners in advance of that meeting.

Request to Form Committee to Revise Reclassification Policy

Karmen Carlson

Ms. Carlson requested permission to move forward with forming a committee to work on revising the current Reclassification Policy. She recommended it consist of two employees who are union members, two employees who are in management and one elected official. The Board asked her to return in the near future with names for appointment.

Collective Bargaining Team for Retirement Plan Redesign

Darrell Green, Administrator

Mr. Green explained the last round of union negotiations concluded with all parties signing Letters of Agreement to reopen the retirement portion of the contracts. He asked that a Retirement Bargaining Team be formed consisting of the Finance Director, Human Resources Director, Administrator and Labor Counsel. During the discussion that followed, Commissioner Lindsay requested additional time to consider options other than the current proposal to change from a defined-benefit plan to a defined-contribution plan. The item was moved forward to next week's agenda.

Irrigon Building Update

Darrell Green

Mr. Green said the asbestos survey was conducted last Friday on the building to be demolished and the written report was anticipated next week. The Request for Qualifications for the Progressive Design-Build Team will close September 17th and consensus scoring will take place October 4th, he said.

Discuss Local Representation on the Governor's Interview Panel for Morrow County Justice of the Peace Vacancy

Darrell Green

Mr. Green said the Governor's interview panel for the Justice of the Peace vacancy will not include a representative from Morrow County. While the Commissioners expressed disappointment, Mr. Green reminded them the Governor's Office did not commit to including a local representative on the panel even though the County communicated its desire to do so.

Department Reports

Administrator's Monthly Report

Darrell Green

Mr. Green reviewed his report. He then introduced the new Juvenile Department Director, Christy Kenny. Ms. Kenny, who most recently worked for Umatilla County, said she was born and raised in Morrow County and was excited to be with the County.

Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross

Lt. Ross reviewed the report of statistics for August. She said the request to further refine the types of code enforcement calls on the report will be reflected in next month's report.

Commissioner Russell, as a member of the Code Enforcement Task Force, said the members are looking at the level of staffing needed for code enforcement and which department should absorb code enforcement. The Task Force will present its recommendations to the Board.

Commissioner Reports

- Commissioner Russell discussed upcoming meetings: Columbia Development Authority; and a meeting with the Managing Director of the Community Renewable Energy Association, Brian Skeehan. Discussion ensued on the viability of CREA and what would happen if it ceased to exist; County Counsel Justin Nelson said he would look into it. Commissioner Russell said he was interviewed last week by KGW's Pat Dooris about the closure of the coal fire plant in Boardman, but the airdate was not yet known.
- Commissioner Lindsay discussed her interactions with Veterans Services Officer, Linda Skendzel, about a grant opportunity, and with Public Works to activate the Airport Advisory Committee. Commissioner Lindsay said she was working with GEODC (Greater Eastern Oregon Economic Development Council) to bring more of its program offerings to Morrow County, including a housing program. At the Willow Creek Valley Economic Development Group meeting, the new duplexes being built in Heppner were discussed. She said the intent is for them to be purchased by a private party. A discussion transpired on the Community Enhancement Funds received by WCVEDG, Boardman Community Development Association and the City of Irrigon from the Columbia River Enterprise Zone II Board. Chair Doherty asked if WCVEDG could use its funds to help businesses, in particular a veterinarian who wants to stay in Lexington but the Community Enhancement Funds were more attractive in Boardman. Commissioner Russell said there were no "sideboards" when CREZ distributed the funds and each entity makes its own decisions. He also said WCVEDG had the flexibility to change its plan, which currently focuses on a rehab program for existing housing.

Signing of documents

Adjourned: 11:30 a.m.

Morrow County Board of Commissioners Meeting Minutes
September 11, 2019
Irrigon Branch of the Oregon Trail Library District
Irrigon, Oregon

Present

Chair Jim Doherty
Commissioner Melissa Lindsay
Commissioner Don Russell
Darrell J. Green, Administrator

Kate Knop, Finance Director
Richard Tovey, County Counsel
Karmen Carlson, Human Resources Director
Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:00 a.m., followed by a moment of silence in remembrance of the victims of the September 11, 2001 terror attacks.

City & Citizen Comments: Irrigon City Manager Arron Palmquist said he remembered where he was 18 years ago during the attacks and we, as government employees, need to remain diligent. He also provided a brief update on an improvement project on the west side of Irrigon.

Open Agenda: No items

Consent Calendar:

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

1. *Accounts Payable, September 12th, \$126,102.84; Three Payroll Payables, July 15th, \$1,615.29, August 21st, \$18,718.44 & August 29th, \$195,428.53; Retirement Taxes, September 3rd, \$20,563.41*
2. *Letter verifying Board review and approval of State of Oregon, Department of Corrections, Community Corrections Plan 2019-2021 Intergovernmental Agreement #5854*
3. *Amendment 1 to the Highway Safety Improvement Program, Region 5 Local Jurisdiction Sign Upgrades 2016, Morrow County Agreement No. 31234*
4. *Purchase Pre-Authorization request from the Parks Department signed by the Administrator for a forestry brush cutter and hardware kit from Diamond Mowers, Inc., \$23,765 using grant funds from the Oregon Department of Parks and Recreation*
5. *Letter to the Department of Justice, Crime Victim and Survivor Services Division, authorizing the Administrator to sign the Victims of Crime Act/Criminal Fine Account application award documents and reporting forms on behalf of the Board for the period October 1, 2019 – September 30, 2021*

Commissioner Lindsay seconded. Unanimous approval.

Business Items

Permit Application to Build on the Right-of-Way #OOL & #OOR from Umatilla Electric Cooperative (UEC)

Carla McLane, Planning Director
Steve Meyers, Member Service Administrator, UEC
Grant Bassett, Toth and Associates, Inc.

Ms. McLane said both permits were previously before the Board but questions arose. The first question was about whether the temporary line was actually temporary, and the second was about the height on one of the crossings. Chair Doherty requested to address the height question concerning Permit #OOR first.

Mr. Bassett said the height of 36' on that crossing (Bombing Range Road 4.8 miles from the intersection with Homestead Lane) was already at the maximum due to restrictions from the Navy. He said they looked at going along the south side but easement issues in the curve prohibited it. Discussion.

Commissioner Lindsay said the line has been referred to as the "Wheatridge Line" because it feeds the Wheatridge Project, therefore, she recused herself.

Commissioner Russell moved to approve Permit Application to Build on the Right-of-Way #OOR from Umatilla Electric Cooperative, Bombing Range Road 4.8 miles from the intersection with Homestead Lane, Electric Transmission Line, and authorize the Public Works Director to sign on behalf of the County. Chair Doherty seconded. Vote - Aye: Chair Doherty and Commissioner Russell. Recused: Commissioner Lindsay. Motion carried.

In discussing Permit #OOL, Chair Doherty asked how the County can be secure in knowing it's a temporary line since it is not spelled out in the conditions of the permit.

Mr. Bassett said the 115 kV line had to be temporary because it can't satisfy the load requirements of that route. He offered to provide something in writing to assure the Board it's not permanent. Discussion.

Commissioner Russell moved to approve Permit Application to Build on the Right-of-Way #OOL from Umatilla Electric Cooperative, Olson Road near the intersection with Wilson Lane, Electric Transmission Line, and authorize the Public Works Director to sign on behalf of the County. As this request was for a temporary crossing, the Board further requested that evidence be provided in the form of written correspondence, including pictures, when the temporary installation is removed. In addition, a review by the Planning Department of the temporary nature of this will take place in 24 months from the date of signing. Commissioner Lindsay seconded. Discussion as to the process after 24 months and to documenting the motion on the application itself and not just in the minutes. Vote - Aye: No response. Nay: Chair Doherty, Commissioner Lindsay and Commissioner Russell. Motion died.

Commissioner Russell moved to approve temporary Permit Application #OOL for a temporary crossing, further requiring evidence be provided in the form of written correspondence and pictures when the temporary installation is removed and that the permit be reviewed in 24 months, September 2021, by the Planning Department and that the permit expires in September 2023 with an option to reapply if not done in 2023, and to note this on the actual application. Commissioner Lindsay seconded. Unanimous approval.

Permit Application Process

Chair Doherty requested clarification from staff on the authorities of the Board, particularly circumstances in which a permit can be denied. Hypothetical situations were discussed, as were appeal processes for denials, mostly pertaining to land use decisions. Chair Doherty said he still lacked knowledge about other types of permits.

Commissioner Lindsay agreed and said a legal memo was needed.

Chair Doherty asked County Counsel to continue to look into these questions.

Commissioner Lindsay said someone has to take responsibility for good planning and asked what the Board's ability was to be involved in conversations early in the planning process instead of just being told. Discussion continued on the interpretation of being a "business-friendly" County.

Adjusted revenue from Oregon Department of Veterans' Affairs & Sign County Application for ODVA Funds

Linda Skendzel, Veterans Services Officer

Ms. Skendzel presented the County Application for ODVA Funds reflecting an increase of \$933 over what was budgeted last spring during Budget Hearings. Concern was expressed that the form did not show the amount contributed by the County (\$30,000).

Commissioner Russell moved to approve receipt of the funds from ODVA and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay said the form was not accurate since it didn't include the County's contribution. Motion died for lack of a second.

Commissioner Lindsay moved to approve receipt of the funds from ODVA and authorize Chair Doherty to sign the revised form with the correction to the actual funds and the grand total for both County and State funds. Commissioner Russell seconded. Unanimous approval.

Oregon Health Authority Intergovernmental Agreement for Behavioral Health Services – Overview and Discussion

Kate Knop, Finance Director

Morrow County receives funding from the State (OHA) for this contract (\$1,542,803.84) and passes it through to Community Counseling Solutions, Inc. (CCS) as the contracted provider of these services. There is a separate contract between the County and CCS for the provision of the services on the County's behalf. That contract is under an extension that will expire at the end of September. Ms. Knop recommended changes to the new contract with CCS so it would mirror the same requirements OHA makes of the County. She reviewed the recommended changes.

Chair Doherty commented if the County needed to do these things, he couldn't imagine the provider pushing back because it's black and white...it's spelled out clearly. He also said he'd like to know the resources the County puts into administering the contract, adding he didn't think he had any interest in cutting into that. However, if it's a substantial amount, he said he might need to rethink it.

Ms. Knop said there were indirect costs of supporting this contract but they haven't been captured yet by her office, but they are looking into it. She recommended working with County Counsel to revise the provider contract so the County has the opportunity to have access to reporting, monitoring and certifications. She said there are some certifications in the contract she's never seen or asked for. There is the assumption everyone is certified but she said it's the County's responsibility to verify that.

Chair Doherty said it looked like these things (in the revised contract) are not negotiable.

County Counsel Richard Tovey said that is where the County stands on this.

Commissioner Lindsay said Chair Doherty should be involved in the conversations with CCS as the liaison to the CCS Advisory Board. She also said she wanted to maintain the County's "excellent relationship" with CCS.

The Board directed staff to revise the provider contract with Community Counseling Solutions to meet the 2019-2021 "Required Provider Contract Provisions" as defined in the OHA IGA #159175-0.

Break: 10:31-10:39 a.m.

Reclassification Request for Review

Karmen Carlson, Human Resources Director

Ms. Carlson explained the person who submitted a Request for Reclassification and was denied, appealed that decision to the Board, which is the final decision-maker in the process. The submitter has the option to address the Board, she said.

LeAnn Wright, Juvenile Department Office Support Specialist, presented her reasons to reclassify the position to the Board. Ms. Wright's comments included:

- She is currently doing the work of a Legal Secretary.
- The current job title is not correct and should be changed to Legal Secretary/Office Manager.
- She disagreed with the validity and accuracy of the JobMeas™ System used by the County to evaluate job descriptions.
- She was satisfied with her wage.
- When the job description was updated in 2014 to include duties such as preparing legal documents, the title was not updated.
- The Appeal Committee did not meet within 30 days, as required by policy.

A lengthy question and answer exchange took place.

Commissioner Russell moved to support the findings of the Appeal Committee. Commissioner Lindsay seconded. Aye: Chair Doherty and Commissioner Russell. Nay: Commissioner Lindsay. Motion carried.

Collective Bargaining Team for Retirement Plan Redesign

Darrell Green, Administrator

Mr. Green said last week the Board opted to think about retirement plan change options for an additional week. He asked if the Board wanted to move forward with the recommended Team members. Brief discussion with Commissioner Lindsay tentatively agreeing to attend the meetings in the capacity of an observer.

Commissioner Russell moved to appoint a Retirement Bargaining Team consisting of the Finance Director, Human Resources Director, County Administrator and Labor Counsel; and to send a letter to AFSCME's Business Agent to negotiate the retirement benefits of Morrow County General Employees and Road Department Employees. Commissioner Lindsay seconded. Unanimous approval.

Irrigon Building Update

Darrell Green

Mr. Green said the deadline to submit Request for Qualifications for the Progressive Design-Build Team was 1:00 p.m. on September 17th and he anticipated at least four submissions.

Intergovernmental Agreement between Morrow County, City of Boardman, Port of Morrow and the Oregon Department of Transportation to Update the POM Interchange Area Management Plan

Carla McLane

Ms. McLane explained representatives from each of the entities have been meeting and determined the current IAMP does not allow for anticipated growth and, therefore, needs to be updated. She said the County's share would be \$5,000 and the funding source would be the Building Permit Fund. The Request for Proposals for a consultant to update the IAMP was not yet ready for signature, she said.

Commissioner Russell moved to approve the IGA between Morrow County, the City of Boardman, the Port of Morrow and the Oregon Department of Transportation to accomplish an update to the Port of Morrow Interchange Area Management Plan, including the funds that go along with the request. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Planning Department Monthly Report

Carla McLane

Ms. McLane reviewed her report. One of the topics in her report was about Laurel Road and Ed Glenn's request to change it to Laurel Lane. She asked for clarification from the Board about the next step in the process because the information submitted by Mr. Glenn did not constitute an actual application, based on the Road Naming Ordinance.

Chair Doherty said the motion made at the August 7th BOC Meeting specified the County would be responsible for the process to change it to Laurel Lane Road.

Ms. McLane said the Planning and Public Works Departments would move forward with the process to change the name to Laurel Lane Road with the County as the applicant; the Commissioners agreed.

Correspondence

- Letter from Captain M.L. Arny, Commanding Officer, Naval Air Station Whidbey Island. Subject: U.S.D.A. Predator Control Onboard Naval Weapons Systems Training Facility Boardman, Oregon

Commissioner Reports

- Commissioner Russell said he met with the Managing Director of the Community Renewable Energy Association, Brian Sheehan. Mr. Skeehan brought up the County's recent decision to no longer pay CREA \$50,000 per year on the Carty contract. The County determined that payment was not part of the actual contract, a point not disputed by CREA. Mr. Skeehan told Commissioner Russell he believed it was in retaliation because Morrow County disagreed with CREA's efforts to promote Community Choice Aggregation. Commissioner Russell told him that was not the case and the timing was coincidental. Commissioner Russell provided an update on last week's Columbia Development Authority meeting. He said Oregon Trail enthusiasts wanted more land set aside and to tie it to the title of the property but the CDA was not in favor of that. In addition, the Base Realignment and Closure (BRAC) Office does not want to further delay the process, which is now anticipated to end in the late spring or early summer of 2020. Commissioner Russell also attended Association of Oregon Counties meetings related to that organization's search for a new Executive Director.
- Commissioner Lindsay and Chair Doherty deferred their reports until next week.

Postponed: Executive Session – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

Signing of documents

Adjourned: 12:45 p.m.



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Anita Pranger

Phone Number (Ext): 541-676-LOOP(5667)

Department: The Loop Morrow Co Transportation

Requested Agenda Date: October 16, 2019

Short Title of Agenda Item:

(No acronyms please)

Veterans' Highly Rural Transportation Grant 2019-2020 Agreement

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

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> 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: Oregon Dept. of Veterans' Affairs

Contractor/Entity Address: 700 Summer Street N.E., Salem, OR 97301

Effective Dates – From: September 15, 2019

Through: September 14, 2020

Total Contract Amount: \$45,000.00

Budget Line: 216-320-3-30-3145

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

Reviewed By:

Anita Pranger

10-3-2019

Department Director

Required for all BOC meetings

DATE

[Signature] 10/14/19 Administrator

DATE

Required for all BOC meetings

email J. Nelson

10-14-19

County Counsel

*Required for all legal documents

DATE

email K. Knop

10-14-19

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):

This yearly grant helps to pay for the transportation of Morrow County Veterans' to medical appointments. This grant comes from the Department of Veterans' Affairs and is in its fifth year. The dollars from this grant are used to help pay for fuel, tires, maintenance, insurance for the Veterans' Van. It also covers the cost of the driver to transport the Veteran to the medical appoint and part of the office staff costs for scheduling the ride for the driver.

2. FISCAL IMPACT:

This agreement is \$45,000.00 in fund 216.

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

Move to sign agreement between Oregon Department of Veterans' Affairs and The Loop Morrow County Transportation for a total of \$45,000.00 beginning September 15, 2019 and ending September 14, 2020.

☒ Attach additional background documentation as needed.

**STATE OF OREGON
OREGON DEPARTMENT OF VETERANS' AFFAIRS**

2019-20 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County

This Grant Agreement No. 1 (this "Agreement") is entered into by and between the State of Oregon, acting by and through its Department of Veterans' Affairs ("Agency"), and Morrow County, a subgrantee of the Highly Rural Transportation Grant (HRTG).

Recitals

A. Agency received a federal grant award from the U.S. Department of Veterans Affairs ("USDVA"), award number 702-2019-HRTG-003, on September 15, 2019 ("USDVA Grant"), under Section 307 of the Caregivers and Veterans Omnibus Health Services Act of 2010, Pub.L. No. 111-163 (2010); 38 CFR §§17.700-17.730. The purpose of the USDVA Grant award is to provide transportation of veterans in Oregon's highly rural counties.

B. This Grant Agreement sets forth the terms and conditions under which Agency is making a subgrant under the USDVA Grant to Subgrantee.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement Purpose

The general purpose of this Agreement is to establish the terms and conditions pursuant to which Agency is providing a Grant (as defined below) to Subgrantee for the project described in Exhibit A ("Project") under the Transportation of Veterans in Highly Rural Areas program ("Program").

Grant funds are derived from federal sources, are subject to the terms under which they are received and shall be provided by Agency only for reimbursement of allowable costs incurred by Subgrantee within the terms and conditions of this Agreement, specific Program requirements (including any Agency directives), and applicable law.

2. Agreement Documents in Order of Precedence

This Agreement consists of the following documents, which are listed in descending order of precedence. All Exhibits and Attachments are incorporated herein by this reference

- This Agreement less all Exhibits and Attachments
- Exhibit A - Project Description and Project Budget
- Exhibit B – Federal Requirements
- Exhibit C – Proof of Insurance
- Exhibit D - Request for Funds Form
- Exhibit E - Quarterly Reporting Form

3. Consideration; Reporting

a. Agency has agreed to make a conditional award of funds ("Grant") to the Subgrantee in the amount not-to-exceed of **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)**. Distributions will be made in increments (but no more frequently than monthly) upon written approval of Agency on a cost incurred basis unless otherwise agreed to in writing by Agency..

b. 100% of the Grant award must be used to provide services or to purchase equipment for providing rides to veterans for VA-approved medical appointments only, unless prior written approval is secured from Agency.

c. Subgrantee shall submit quarterly reports on the form set forth in Exhibit E no later than 25 days after the end of the quarter being reported or the termination date of this Agreement, whichever is applicable.

4. Term of Agreement; Return of Unexpended Grant Funds

a. Unless terminated or extended, this Agreement covers the period **September 15, 2019 through September 14, 2020**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon State Department of Justice. The expiration or termination of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Subgrantee hereunder.

b. Upon expiration or termination of this Agreement, Subgrantee shall return all unexpended grant fund monies to Agency within 60 days.

5. Scope of Services

The services to be performed or equipment to be purchased are solely for the transportation of county veterans to VA-approved medical appointments, and advertisement/promotion of said program. Subgrantee shall comply with Agency guidelines and requirements in accordance with the terms and conditions of this Agreement.

6. Funding Appropriation

Funds specified in the Consideration section of this Agreement may include moneys that have not yet been appropriated to Agency, but which Agency anticipates receiving for use in funding this Agreement. All disbursements of funds by Agency to Subgrantee are contingent upon them being lawfully appropriated, allocated, and available to Agency.

7. Requests for Funds; Withholding of Grant Funds from Request

a. Requests for Funds. Subgrantee shall request Grant funds on the form set out in Exhibit D or in such form and manner as is satisfactory to or required by Agency. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee shall limit any request for funds to an amount already expended in providing veteran medical transportation.

b. Withholding of Grant Funds from Request

Agency may withhold any and all requested funds from Subgrantee under this Agreement if Agency, in its sole discretion, determines that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subgrantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Agreement obligations, including federal requirements relating to any awarded Grant funds.

8. Distribution of Funds Properly Supported

Subgrantee shall document in a manner satisfactory to Agency all expenditures made with Grant funds received under this Agreement. Expenditure documentation shall be supported by properly executed payroll and time records, contracts, invoices, vouchers, orders, canceled checks or any other appropriate accounting documents pertaining in whole or in part to the Agreement in accordance with the USDVA Grant agreement and generally accepted accounting principles (GAAP), Oregon Administrative Rules, and applicable requirements as specified herein.

Agency reserves the right to and may request full itemization, receipts, and any other information at any time. Agency also may request financial records in order to review costs associated with Subgrantee's performance under this

Agreement, at its discretion.

9. Unallowable Costs

Subgrantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the Program covered by this Agreement. If Subgrantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures for the Program, Agency may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

10. Disallowance of Costs

Agency is not responsible for and shall not pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Agency. If a cost is disallowed by Agency after reimbursement has occurred, Subgrantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Agency, either demonstrate to the satisfaction of Agency that such disallowance is in error or make repayment of such cost from either federal or non-federal funds.

If Subgrantee is a county, such disallowed costs may be recovered by Agency only through repayment or withholding to the extent permitted by the Oregon Constitution, and particularly Article XI, Section 10. If Subgrantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

Subgrantee shall cooperate and shall cause its subrecipients to cooperate with Agency and all appropriate investigative agencies and shall assist in recovering invalid payments.

11. Dual Payment

Subgrantee shall not be compensated for work performed or equipment purchased under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided or equipment purchased under this Agreement. Any additional funds received through or for activities or purchases arising under this Agreement shall immediately be reported to Agency.

12. Compliance with Applicable Law

Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement, including but not limited to those listed in Exhibit B. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon Subgrantee's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are incorporated by reference herein. Subgrantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

13. Indemnity

Subgrantee shall assume sole liability for breach of the conditions of the USDVA Grant and this Grant (including all terms and conditions of this Agreement) by Subgrantee or any of its subrecipients, and hereby covenants and agrees to save, defend (consistent with ORS chapter 180), hold harmless, and indemnify the Agency, the State of Oregon and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to Grant funds provided or to be provided hereunder as well as to reimburse Agency for an amount equal to the Grant funds received by it under this Agreement.

14. Confidentiality

Subgrantee shall, and shall require and cause its subrecipients to, protect the confidentiality of all information concerning recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the Program, as authorized in writing by such recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subgrantee shall, and shall require and cause its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

15. Insurance

Subgrantee will provide proof of insurance coverage. Submit as Exhibit C.

16. Audits

Unless exempt by OMB Circular A-133, Subgrantee will obtain and submit the final fiscal year audit of its performance hereunder to Agency as soon as possible after completion of the fiscal year. Subgrantee will provide the audit to Agency not later than ten (10) days after such audit is received by the Subgrantee.

Subgrantee shall, and shall require and cause its subrecipients to, submit to Agency satisfactory financial and compliance audits for the periods covered by the grants in accordance with the provisions of OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

Agency may withhold any or all requested funds from Subgrantee if Subgrantee violates this provision, and Agency may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

18. Records Maintenance

Subgrantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

Subgrantee and its subrecipients shall retain all records pertinent to expenditures incurred under this Agreement for a minimum of six (6) years and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Agency' Record Retention Schedule, as may be modified from time to time and is available upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

19. Records Access

Agency, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities shall have free access to all or any part of the books, documents, papers, audits and records of Subgrantee and its subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose

of making audit, examination, excerpts, transcripts and copies. These records are the property of Agency who may take possession of them at any time after three (3) business days' notice to Subgrantee or subrecipient, as the case may be. Subgrantee or subrecipient may retain copies of all records taken by Agency under this Section.

In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by Agency of the subrecipients' books and records related to this Agreement.

20. Monitoring Required

a. Agency Authorized to Monitor Subgrantee

Agency may monitor the activities of Subgrantee and its subrecipients as it deems necessary or appropriate, to, among other things, ensure Subgrantee and its subrecipients comply with the terms of this Agreement, that Grant fund awards are used properly for authorized purposes hereunder, and that performance goals are achieved as specified in the Project Description. Monitoring activities may include any action deemed necessary or appropriate by Agency including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee and subrecipient(s) files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and Program reports and prior approval documentation; and (5) evaluating and enforcing compliance of Subgrantee, subrecipient(s), and their officers, employees, agents, contractors and other staff. Agency may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. Agency monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Agency and may be effected through contractors, agents or other authorized representatives. Subgrantee consents to such monitoring and enforcement by Agency and agrees to cooperate fully with same, including requiring by agreement that and causing its subrecipients so cooperate.

Agency reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

b. Subgrantee Shall Fully Cooperate

Subgrantee shall fully and timely cooperate with Agency in the performance of any and all monitoring and enforcement activities. Failure by Subgrantee or any of its subrecipients to comply with this requirement is sufficient cause for Agency to require special conditions and may be deemed by Agency as a failure by the Subgrantee to perform its obligations under this Agreement.

21. Termination

a. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.

b. Agency may immediately terminate this Agreement in whole or in part upon written notice to the Subgrantee for any of the following reasons:

- (A) Any material misrepresentation is made by Subgrantee, whether directly by Subgrantee or through one or more of its agents, subrecipients, subcontractors, successors or assigns, as determined by Agency in its sole discretion;
- (B) Any certification, license or certificate required by law to be held by Subgrantee or others to performance under this Agreement is for any reason denied, revoked, suspended, limited or not renewed;

(C) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that Agency is prohibited from paying for or lacks authority to pay for the Project under this Agreement or to pay for the Project from the planned funding source(s); or

(D) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated.

c. Agency may, upon 30 days written notice, terminate this Agreement in whole or in part upon the occurrence of any event of default, as determined by Agency in its sole discretion, including but not limited to the following:

(A) An act or omission by Subgrantee, its subrecipients, agents, representatives, contractors, or assigns by which Subgrantee, as determined by Agency at its sole discretion, fails to timely and appropriately perform one or more material obligation, or otherwise breaches a duty, owed to Agency under this Agreement;

(B) Malfeasance, gross negligence, or abandonment of performance hereunder by Subgrantee, whether directly by Subgrantee or through one or more of its agents, subrecipients, subcontractors, successors or assigns Subgrantee fails to fulfill timely any of its obligations under this Agreement;

(C) Subgrantee fails to comply timely with directives received from Agency or from an agency that is the original source of the Grant funds;

(D) Funds provided under this Agreement are used improperly or illegally by Subgrantee or any of its subrecipients;

(E) Subgrantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or all or substantially all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy; or

(F) Subgrantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.

d. Subgrantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if;

(A) Agency unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period.

(B) Agency provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.

22. Remedies

a. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Agency may, in its sole and absolute discretion, require that Subgrantee obtain prior Agency approval for any additional expenditures that would obligate Agency to reimburse it from Grant funds or otherwise.

b. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, Program reports, studies and reports purchased or prepared by Subgrantee under this Agreement shall be delivered to Agency within sixty (60) days of the date of termination or upon such date as requested by Agency.

c. Notwithstanding the above, or any termination hereunder, neither Subgrantee nor Agency shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Termination of this Agreement shall not impair or invalidate any remedy available to Agency or to Subgrantee hereunder, at law, or otherwise. Agency may withhold any reimbursement to Subgrantee in the amount of compensation for damages due Agency from Subgrantee (as estimated by Agency in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

d. Agency may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding or reducing Grant funds; (c) disallowing costs; (d) suspending or recouping payments; (e) appointing a receiver for the receipt and administration of Grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Subgrantee's eligibility for other funding from Agency; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit or sanction by other governmental bodies.

e. The rights and remedies of Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise.

23. Subgrantee Status

a. Subgrantee shall perform under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of the State, as those terms are used in ORS 30.265, with respect to its performance under this Agreement.

b. Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee or Subgrantee's agents, employees, officers or subcontractors is the sole responsibility of Subgrantee.

c. Subgrantee certifies that it is not employed by or contracting with the federal government for the Project covered by this Agreement.

d. Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors or employees:

- (A) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (B) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (C) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii); and
- (D) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

24. Oregon False Claims Act

a. Subgrantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Subgrantee pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Subgrantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to

other liabilities that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Subgrantee.

b. Without limiting the generality of the foregoing, Subgrantee represents and warrants that:

(A) Subgrantee's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and

(B) None of Subgrantee's performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.

c. For purposes of this Section 24., a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

d. Subgrantee shall immediately report in writing, to Agency, any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.

e. Subgrantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or Agency under any other provision of law, or this Agreement.

25. No Third-Party Beneficiaries

Agency and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

26. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile or email, or mailing the same, postage prepaid, to Subgrantee or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

27. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Agency or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Agency by its counsel.

28. Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 28(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

29. Time is of the essence

Time is of the essence in the performance of all under this Agreement.

30. No Limitations on Actions of Agency in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of Agency in the exercise of its governmental powers. The exercise of its governmental powers by Agency shall not constitute a breach of this Agreement.

31. Severability

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

32. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

33. Merger Clause

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 all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

34. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

35. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

36. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

F. Subgrantee further certifies to having a formal statement of nondiscrimination in employment policy.

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Subgrantee (print Subgrantee's name): The Loop, Morrow County Transportation

By: _____
Authorized Signature

Name (print): Jim Doherty - Chair

Title: Morrow Co. Commissioner Date: October 16, 2019

Subgrantee Address: PO Box 495, Heppner, OR 97836

Hours of Operation: 8:00 – 5:00, M-F

DUNS #: 010741189 Secretary of State Business Registry #: _____

Contact Person (Type or Print): Anita Pranger

Contact Telephone Number: 541-676-5667 Contact Fax Number: 541-676-5619

Contact E-Mail Address: apranger@co.morrow.or.us

Fiscal Contact Name: Kate Knop Title: Finance Director

Fiscal Telephone Number: 541-676-5615

Fiscal E-Mail Address: kknop@co.morrow.or.us



EXHIBIT A

PROJECT DESCRIPTION AND PROJECT BUDGET

MORROW COUNTY GRANT for TRANSPORTATION in HIGHLY RURAL AREAS

Morrow County veteran population is estimated at 837. Veterans in Morrow County live in an area of 2,049 square miles in Eastern Oregon and do not have a comprehensive medical transportation system to meet their diverse medical needs.

This Grant is a continuation of Grant 2014-HRTG-0114 begun in 2014, and renewed each subsequent year. The Loop/Morrow County Transportation will continue the program developed for transporting veterans to VA-approved medical appointments—either at a VA facility or at a Community Care provider sanctioned by the Mission Act. \$45,000 will be available to reimburse costs expended for personnel and supplies in the operation of the specific grant program only.

Performance measures to be reported quarterly:

1. Record of time expended
2. Trips completed
3. Total distance covered
4. Unique veterans served during that quarter
5. Locations serviced

Copies of trip sheets or other proof of service provided will be faxed or delivered on a regular basis (no less than monthly) to the transportation coordinators (Veterans Transportation Service Mobility Managers or Patient Transportation or Beneficiary Travel Office) in applicable VA Medical Centers.

All performance data will be gathered and submitted to the Oregon Department of Veterans' Affairs by The Loop/Morrow County Transportation. ODVA will gather data from all counties participating and submit total figures to the United States Department of Veterans Affairs, Grantor.

Veterans will be strongly encouraged to participate in the satisfaction survey provided by VA.

EXHIBIT B
FEDERAL REQUIREMENTS

1. Lobbying.

a) Lobbying. Subgrantee may not conduct political lobbying, as defined in the statutes, regulations and OMB Circular A-122 (2 CFR Part 230) and Circular A-110 (2 CFR Part 215), within its federally-supported Project. In addition, Subgrantee may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to 18 USC § 1913 (Lobbying with appropriated moneys) and the OMB Circulars listed above.

Section 319 of Public Law 101-121, codified at 31 U.S.C. Sec. 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in Subgrantee's Project Budget, and their use must be disclosed to the awarding Federal agency (i.e., USDVA). Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from the definition of lobbying certain professional and technical services by applicants and awardees.

The applicable regulations are published as 38 CFR Part 45, and can be found at www.ecfr.gov.

b) Certification Regarding Lobbying. Subgrantee certifies, to the best of its knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally-funded Agreement, Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Execution of this Agreement constitutes certification by Subgrantee as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

2. Nondiscrimination Policies. Recipient must execute its Project in accordance with the following laws, where applicable.

a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq. (1994), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency..

b) Executive Order 11246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations as set forth in 41 CFR §60-1.4 (Equal Employment Opportunity Duties of Government Contractors), 41 CFR §60-250.4 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era) and 41 CFR §60-741.4 (Inclusion of Affirmative Action Clause in Government Contracts or Subcontracts), which equal opportunity clauses are hereby incorporated by reference. Subgrantee certifies that it has a valid Assurance of Compliance on file.

c) Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 and §1684 *et seq.*, which provides that no person in the United States shall, on the basis of sex or blindness, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any education program or activity receiving Federal financial assistance.

d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794 (1994), which provides that no otherwise qualified individual with a disability in the United States, Shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance.

e) The Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*, which provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance.

f) The Americans with Disabilities Act of 1990, 42 U.S.C. §§12101-12213 (ADA), which prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III).

3. Vietnam Era Veterans' Readjustment Act of 1974. (For subagreements of \$10,000 or more for the furnishing of supplies or services or the use of real or personal property) Subgrantee certifies that it is in compliance with the Vietnam Era Veterans' Readjustment Act of 1974.

4. Davis Bacon Act. If applicable, Subgrantee shall comply with the Davis-Bacon Act, as amended, 40 U.S.C. §276a to a-7.

5. Contract Work Hours and Safety Standards Act. If applicable, Subgrantee shall comply with Sections 102 and 107 of the Contract Work Hours Safety Standards Act, 40 U.S.C. §§327-333 (1994), as supplemented by the Department of Labor regulations (29 CFR Part 5).

6. The Drug Free Workplace Act, 41 U.S.C. §8102 *et seq.* (see also 45 CFR Part 1155), requires Subgrantee to publish a statement about its drug-free workplace program. Subgrantee must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

Subgrantee must maintain on file the place(s) where work is being performed under this Grant award (i.e., street address, city, state and zip code). Subgrantee must notify ODVA's Program Office of any employee convicted of a violation of a criminal drug statute that occurs in the workplace.

7. Anti-Kickback Act. If applicable, Subgrantee shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. §874, as supplemented by Department of Labor regulations, 29 CFR Part 3.

8. Trafficking in Persons. This government-wide award term implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104 *et seq.*), located at 2 CFR Part 175. Full text of the award term is provided at 2 CFR Part 175.15.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to

terminate the award, without penalty, if the recipient or a sub-recipients –

- a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procures a commercial sex act during the period of time that the award is in effect; or
- c) Uses forced labor in the performance of the award or sub-awards under the award.

9. Clean Air Act and Federal Water Pollution Control Act. Subgrantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 *et seq.*, and the federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.*

10. Audits of States, Local Governments and Non-Profit Organizations. Subgrantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled “Governmental Accounting, Auditing and Financial Reporting (GAAFR).” In addition, Subgrantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient’s performance. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (OMB) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997).

Subgrantee certifies that it complies with the audit requirements of the Section. If not previously provided, Subgrantee agrees to provide, within thirty (30) days of signing this Agreement, a copy of its latest compliance audit report along with a corrective action plan, if appropriate, to the ODVA.

ODVA may require Subgrantee to provide a Program-specific or financial audit by providing written notice to Subgrantee. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits shall be performed by a qualified, independent accounting firm and shall be submitted to ODVA within the earlier of: nine (9) months after the close of Subgrantee’s fiscal year (if applicable), six months of the close of the period being audited, or 30 days after completion of the audit. It shall include any response Subgrantee wishes to make concerning any audit findings. Audits shall be submitted to: Sue Farkash, contact information above.

Subgrantee shall pay all costs for audits and ODVA shall not be responsible for audit costs. Grant funds may only be used to pay for audit costs if: (1) the cost is allowable under the appropriate federal, state or other grant law or guidelines, and (2) the cost is specifically included in the grant budget and narrative justification, and (3) the cost is approved in writing by ODVA.

11. Debarment and Suspension. Subgrantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Subgrantee must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180.

12. Federal Debt Status. Subgrantee certifies that it is not delinquent on the repayment of any Federal debt. Subgrantee may not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefits that were overpaid (OMB Circular A-129). Subgrantee must notify ODVA immediately if it becomes delinquent during the term of the Agreement. ODVA cannot release award funds to Subgrantee until Subgrantee provides documentation showing a repayment plan has been accepted by the Internal Revenue Service and payments have been made.

13. Site Visits

ODVA and USDVA, through authorized representatives, have the right, at all reasonable times, to make site visits to review Project accomplishments and to provide such technical assistance as may be required. If any site visit is made by ODVA or USDVA on the premises of the Subgrantee, a sub-recipient, or subcontractor, the Subgrantee shall provide, and shall require its sub-recipients and subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly interfere with or delay the work.

14. Environmental and Preservation Policies

- a)** The National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), which applies to any Federal funds that would support an activity that may have environmental implications. ODVA may ask Subgrantee to respond to specific questions or provide additional information in accordance with NEPA. If there are environmental implications, ODVA will determine whether a categorical exclusion may apply, to undertake an environmental assessment or to issue a “finding of no significant impact,” pursuant to applicable regulations and 42 U.S.C. §4332.
- b)** The National Historic Preservation Act of 1966, as amended (“NHPA”), which applies to any Federal funds that would support either the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106 of NHPA. NHPA also applies to Project activities, such as new construction, that would affect such properties. ODVA will consult with its Historic Preservation Officer, as appropriate, to determine the impact of its plan or renovation on the structure or any affected properties. Any change in Subrecipient’s design, renovation, or construction plans must be submitted to ODVA for review and approval prior to undertaking any of the proposed changes. Subrecipient may be asked to provide additional information on its Project to ensure compliance with NHPA. (16 U.S.C. §§470, 470-1).

EXHIBIT C

PROOF OF INSURANCE

CERTIFICATE OF COVERAGE

Agent
Wheatland Insurance-Heppner
PO Box 755
Heppner, OR 97838

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



citycounty insurance services
cisoregon.org

Named Member or Participant
Morrow County
PO Box 788
Heppner, OR 97838

Companies Affording Coverage
COMPANY A - CIS
COMPANY B - National Union Fire Insurance Company of Pitts, PA
COMPANY C - RSUI Indemnity
COMPANY D - Federal Insurance Company

LINES OF COVERAGE

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

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	General Liability	A	19LMORC	7/1/2019	7/1/2020	General Aggregate:	\$16,000,000
X	Commercial General Liability					Each Occurrence:	\$5,000,000
X	Public Officials Liability						
X	Employment Practices						
X	Occurrence						
X	Auto Liability	A	19LMORC	7/1/2019	7/1/2020	General Aggregate:	None
X	Scheduled Autos					Each Occurrence:	\$5,000,000
X	Hired Autos						
X	Non-Owned Autos						
X	Auto Physical Damage	A / C	19APDMORC	7/1/2019	7/1/2020		
X	Scheduled Autos						
X	Hired Autos						
X	Non-Owned Autos						
X	Property	A / C	19PMORC	7/1/2019	7/1/2020		Per Filed Values
X	Boiler and Machinery	D	19BMORC	7/1/2019	7/1/2020		Per Filed Values
	Excess Liability						
	Excess Crime						
	Excess Earthquake						
	Excess Flood						
	Excess Cyber Liability						
	Difference in Conditions						
	Workers' Compensation						

Description:

Certificate Holder:
ODOT Rail and Public Transit Division
ATTN: David Schwert
555 13th Street N.E.
Salem, OR 97301-4179

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

By: Danielle Eberhardt

Date: 7/12/19

EXHIBIT D

FUNDS REQUEST FOR HIGHLY RURAL TRANSPORTATION GRANT

Date: Click here to enter a date.

COUNTY	
<input type="checkbox"/> Baker	<input type="checkbox"/> Malheur
<input type="checkbox"/> Gilliam	<input type="checkbox"/> Morrow
<input type="checkbox"/> Grant	<input type="checkbox"/> Sherman
<input type="checkbox"/> Harney	<input type="checkbox"/> Wallowa
<input type="checkbox"/> Lake	<input type="checkbox"/> Wheeler

Name of Authorized Requester: Click here to enter text.

Total Grant Amount	\$45,000.00
Total Previous Withdrawals	\$Click here to enter text.
Available Balance:	\$Click here to enter text.
Verified by ODVA (initial)	

FUND REIMBURSEMENT REQUESTED	
Personnel Costs Expended:	\$Click here to enter text.
Supply Costs Expended:	\$Click here to enter text.
Total Reimbursement Request:	\$Click here to enter text.

Approved By ODVA (<i>signature</i>)	Requestor (<i>Signature</i>)
Date	Date

Remaining Balance: Verified by ODVA (initial)	\$
--	----

EXHIBIT E

Report of Performance Measures for Grant for Transportation in Highly Rural Areas

Instructions: Please complete the following form quarterly and at the conclusion of the grant, and submit electronically to the Oregon Department of Veterans' Affairs, Statewide Veteran Services, attn: Sue Farkash (Farkas@ODVA.state.or.us). Please be sure to indicate the time frame for which the form is being submitted. Progress reports are due within 25 days after the end of the submitting periods, which are December 31, March 31, June 30, and September 14. Tracking and reporting these Performance Measures is a requirement of the grant.

County	Time Frame Covered:
<input type="checkbox"/> Baker	<input type="checkbox"/> September 15 – December 31, 2019
<input type="checkbox"/> Gilliam	<input type="checkbox"/> January 1 – March 31, 2020
<input type="checkbox"/> Grant	<input type="checkbox"/> April 1 – June 30, 2020
<input type="checkbox"/> Harney	<input type="checkbox"/> July 1 – September 14, 2020
<input type="checkbox"/> Lake	
<input type="checkbox"/> Malheur	
<input type="checkbox"/> Morrow	
<input type="checkbox"/> Sherman	
<input type="checkbox"/> Wallowa	
<input type="checkbox"/> Wheeler	

Performance Measure (All data is for reporting period only)	County Response
Total time spent picking up veterans and dropping off at destination.	
Number of trips completed.	
Total distance driven.	
Number of unique veterans served.	
Locations of pick up and drop off (e.g., VAMC, home, CBOC, etc.) REMINDER: all trips must be for VA-approved medical care.	
Veteran Customer Satisfaction Number: 1-855-488-8445	Please actively encourage all veterans using your program to call the number.

Name of Person Authorized to Submit Data: _____

Title of Person Authorized to Submit Data: _____

Signature: _____

Date: _____



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

(For BOC Use)
Item #
4d

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

Staff Contact: Sheree Smith
Department: Health
Short Title of Agenda Item:

Phone Number (Ext): 5212
Requested Agenda Date: 10/16/19

**Oregon Health & Science University Subaward Agreement #B04MC31511
Title V - Maternal & Child Services**

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health & Science University / Office of Proposal & Award Management**

Contractor/Entity Address: **3181 SW Sam Jackson Park Rd. Portland, Or 97239-3098**

Effective Dates – From: **10/01/2018**

Through: **09/30/2024**

Total Contract Amount: **\$45,960 (\$9,192/yr)**

Budget Line: **101-114-3-40-4681**

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

Reviewed By:

Sheree Smith

10/4/19

Department Head

Required for all BOC meetings

DATE

[Signature] 10/14/19

DATE

Admin. Officer/BOC Office

Required for all BOC meetings

Justin Nelson

email

10-7-19

DATE

County Counsel

*Required for all legal documents

Kate Knop

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):

This document is the OHSU Subaward for CaCoon home visiting services for children with special healthcare needs representing the timeframe of 10/01/2018 - 09/30/2024. Arrival for consideration was delayed, having been received via email 9/26/19.

Funding received annually will be \$9,192 for a total of \$45,960 over a time period of 5 years.

Attachment #5 Scope of work includes: Part I Introduction, Part II CaCoon - Scope of work and Part III Share Plan of Care (SPOC) - Scope of work with at least 70% of contracted funds directed toward the implementation of Shared Plans of Care (SPOC).

2. FISCAL IMPACT:

The funding level has remained relatively unchanged from previous levels with some changes in the scope of work as identified above. There are no changes in current staff FTE level.

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

Following review per county counsel, I would request that the BOC review, approve and sign the agreement document.

☐ Attach additional background documentation as needed.

FDP Fixed Price Research Subaward Agreement

Federal Awarding Agency: Other PHS [Type in Agency] HRSA

Pass-Through Entity (PTE):

Oregon Health & Science University

Subrecipient:

Morrow County Health Department

PTE PI: Benjamin Hoffman

Sub PI: Sheree Smith

PTE Federal Award No: B04MC31511

Subaward No: 1015198_MORROW

Project Title: Title V: Maternal & Child Services

Subaward Period of Performance (Budget Period):

Start: 10/01/2018

End: 09/30/2019

Amount Funded This Action (USD): \$ 9,192.00

Estimated Project Period (if incrementally funded):

Start: 10/01/2018

End: 09/30/2024

Incrementally Estimated Total (USD): \$ 45,960.00

Terms and Conditions

1. PTE hereby awards a fixed price Subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable completed and milestone payment amount, Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the appropriate party's Financial Contact, shown in Attachment 3A.
3. A final invoice, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period. PTE shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
4. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

Name: Elizabeth Williams, M.S.

Date

Title: Award Operations Manager

By an Authorized Official of Subrecipient:

Name:

Date

Title:

Attachment 1
Certifications and Assurances

Subaward Number:

1015198_MORROW

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
1015198_MORROW

Required Data Elements

The data elements required by Uniform
Guidance are incorporated **in the attached Federal Award.**

Federal Award Issue Date	FAIN	CFDA No.
07/19/18	B04MC31511	93.994
CFDA Title		
Maternal and Child Health Services Block Grant to the States		
Key Personnel Per NOA		
Cate Wilcox		

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<https://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96> except for the following :
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: **Additive**

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

☐ Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: **42 CFR Part 50 Subpart F**

Other Sponsor Agency: **HRSA**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) **Not Applicable**

This section left intentionally blank

Additional Terms

The terms and conditions of the HRSA and PTE Awards, Attachment 6, are hereby incorporated as a part of this Agreement.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

1015198_MORROW

PTE Information

Entity Name: Oregon Health & Science University

Legal Address:
Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Website: <https://www.ohsu.edu/xd/research/administration/proposal-and-award-management/index.cfm>

PTE Contacts

Central Email: spasub@ohsu.edu

Principal Investigator Name: Benjamin Hoffman

Email: hoffmanb@ohsu.edu

Telephone Number: 503.494.6513

Administrative Contact Name: Jen Michaud, Subout Grants & Contracts Administrator

Email: michauj@ohsu.edu

Telephone Number: 503.494.2379

COI Contact email (if different to above): integrity@ohsu.edu

Financial Contact Name: Subout Administrator

Email: spasub@ohsu.edu

Telephone Number: 503.494.7784

Email invoices? ☒ Yes ☐ No Invoice email (if different): spasub@ohsu.edu

Authorized Official Name: Elizabeth Williams, M.S., Award Operations Manager

Email: spasub@ohsu.edu

Telephone Number: 503.494.7784

PI Address:

3181 SW Sam Jackson Park Road
Portland, OR 97239-3098

Administrative Address:

Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Invoice Address:

Office of Proposal & Award Management
0691 SW Bancroft Street
Mail Code: L106OPAM
Portland, OR 97239

Attachment 3B**Subrecipient Contacts**

Subaward Number:

1015198_MORROW

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Morrow County Health Department

EIN No.: 93-6002308

Institution Type: County Government

DUNS: 010741189

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent DUNS: N/A

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: OR-002

Zip Code+4:

97836-7328

110 N. Court Street
P.O. Box 799
Heppner, OR 97836-7328

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name: Sheree Smith

Email: ssmith@co.morrow.or.us

Telephone Number: 541.676.5421

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Katerine Knop

Email: kknop@co.morrow.or.us

Telephone Number: 541.676.5615

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Same as Place of Performance

Administrative Address:**Payment Address:**

110 N. Court Street
P.O. Box 867
Heppner, OR 97836-7328

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

1015198_MORROW

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- ☒ Annual technical / progress reports will be submitted within 90 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 45 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover is not applicable for fixed price Subawards

Other Reports:

- ☒ A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted 45 days after the end of the Project Period to the PTE's Financial Contact
- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator within 30 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Principal Investigator within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: Upon Request
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Payment: Pass-through Entity requires a final invoice for each budget period which must be received no later than 45 days after the end of each subaward budget period and be clearly marked "FINAL."

Attachment 5
Statement of Work, Indirects, & Payment Schedule

Subaward Number:
1015198_MORROW

Statement of Work

☐ Below ☒ Attached, **18** pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget & Milestone Information

Indirect Information

Indirect Cost Rate (IDC) Applied: **10** % Rate Type: **Modified Total Direct Costs**

Milestone Details

☒ Below ☐ Attached, **18** pages

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

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$5,515.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2019, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$3,677.

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

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.

**Oregon Center for Children and Youth with Special Health Needs
Title V CYSHCN
Attachment A – Scope of Work**

Part I - Introduction

Mission:

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

Vision:

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

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

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

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

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

Contract Goals:

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

Sub-contractor Responsibilities General:

- Sub-contractor will ensure that all deliverables outlined within the subsequent scope of work documents are completed by the end of the contract period and that ALL participation requirements have been met.
- In order to receive payment sub-contractor will submit invoices to OHSU as outlined in Attachment D.
- Final Invoices must include “Certificate of Completion” language.
 - Final Invoice template will be provided by OCCYSHN*.
- Sub-contractor will submit an expenditure report at the end of the contracting period.
 - Financial reporting template will be provided by OCCYSHN*.
- Sub-contractor will submit a Final Invention Statement at the end of the contracting period.
 - Invention Statement form will be provided by OCCYSHN*.

**A year end packet with templates/forms will go out separately from the contract documents.*

Part II - CaCoon – Scope of Work

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

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

Contract Goals:

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

CaCoon Program Eligibility

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

Subcontractor Responsibilities (CaCoon Standards):

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

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

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

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

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

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

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

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

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

Contract Goals:

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

Subcontractor Responsibilities:

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

7. Ensure fidelity to the SPOC process as described in the SPOC Handbook (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)
8. Conduct the total number of required SPOC (numbers vary per LHD). Please see Attachment D for a breakdown of your LHD's activities and payments.
 - 60% of required SPOC are 6-month re-evaluations. Re-evaluations should follow the SPOC process.
 - 40% of required SPOC must be for newly-identified CYSHCN (i.e. initiation of a SPOC for a client who does not have one).
 - Approximately 20% of total SPOC must address **transition** to adult health care for a child 12 years up to their 21st birthday. Please see Attachment D for breakdown of activities.
 - At least 40% of total SPOC must address the needs of a child with a **complex** condition. Please see Attachment D for breakdown of activities and Attachment E for Memorandum with Definition of Complex for SPOC.
 - The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both the transition requirements AND the complex requirements.
9. Ensure:
 - all appropriate releases of information are signed;
 - participation in monthly OCCYSHN-facilitated technical assistance webinars; and
 - participation in annual SPOC Regional Meetings facilitated by OCCYSHN.
10. Participate in evaluation activities required by OCCYSHN:
 - submit SPOC Information Forms for each SPOC initiated or re-evaluated;
 - offer Study Interest Form to every family and return all completed forms to OCCYSHN;
 - complete a Mid-year Report via REDCap; and
 - complete a Year-end Report via REDCap or email.

Attachment B

Use of Allotment Funds [Section 504]

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

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

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

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

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

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

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

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

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

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

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

Babies First Risk Factor Definitions

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

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

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

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

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

CaCoon Risk Factor Definitions

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

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

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

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

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

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

Morrow County Health Department shall complete the following:

CaCoon Activities 30%	SPOC Activities 70%	Total Subcontract 100%
\$2,419	\$6,773	\$9,192

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

2	Re-evaluation
1	New
3	Total SPOC

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

Of the total SPOC to be completed:

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

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

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

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU an initial 60% as soon as subcontract is fully executed	\$5,014	\$501	\$5,515
LHD to invoice OHSU the FINAL 40% after LHD has submitted all required deliverables	\$3,343	\$334	\$3,677
Total Funding	\$8,357	\$835	\$9,192



January 19, 2017

ATTACHMENT E

MEMORANDUM

TO: OCCYSHN Local Public Health Partners

FROM: OCCYSHN SPOC Implementation Team

RE: Definition of Complex for SPOC

Institute on
Development & Disability

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

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

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

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

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

i. Examples

- A child with a genetic syndrome with an associated congenital heart defect, difficulty with swallowing, cerebral palsy, and a urologic condition. The child requires the care of a primary care physician, pediatric subspecialists, home nurses, rehabilitative and habilitative therapists, community-based services, pharmaceutical therapies, special nutritional attention, and durable medical equipment.

- A child with a chronic neurodevelopmental disability in need of assistance with medical equipment, such as a tracheostomy and gastrostomy tubes.

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

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

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

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

Subaward 1015198_MORROW

ATTACHMENT 6

OHA Subaward No. 143021 Applicable Terms and Conditions

REQUIRED FEDERAL TERMS AND CONDITIONS

1. General Applicability and Compliance.

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

2. Miscellaneous Federal Provisions.

Subrecipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Subaward Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

3. Equal Employment Opportunity.

Subrecipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

4. Clean Air, Clean Water, EPA Regulations.

Subrecipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

5. Energy Efficiency.

Subrecipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Truth in Lobbying.

By signing this Subaward Agreement, the Subrecipient certifies, to the best of the Subrecipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Subaward Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Subaward Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subrecipient under this Subaward Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Resource Conservation and Recovery.

Subrecipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Audits.

Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Subaward Agreement and applicable state or federal law.

If Subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to PTE within 30 days of completion. If Subrecipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Subrecipient is exempt from Federal audit requirements for that year. Records must be available as provided in OHA Required Terms and Conditions, "Records Maintenance Access".

9. Debarment and Suspension.

Subrecipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. Drug-Free Workplace.

Subrecipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Subrecipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subrecipient's workplace or while providing services to OHA Clients. Subrecipient's notice shall specify the actions that will be taken by Subrecipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subrecipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Subaward Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Subaward Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify PTE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Subrecipient, or any of Subrecipient's employees, officers, agents or subcontractors may provide any service required under this Subaward Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subrecipient or Subrecipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subrecipient or Subrecipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Subaward Agreement.

11. Pro-Children Act.

Subrecipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

12. Medicaid Services.

Subrecipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as

- the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Subrecipient shall acknowledge Subrecipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Subaward Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

13. Agency-based Voter Registration.

If applicable, Subrecipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Subrecipient shall make the disclosures required by this Section to PTE. PTE reserves the right to take such action required by law, or where PTE has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Subaward Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subrecipient agrees that it has been provided the following notice:

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

OHA REQUIRED TERMS AND CONDITIONS

- 1. **Governing Law, Consent to Jurisdiction.** This Subaward Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Subaward Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Subaward Agreement.
- 2. **Compliance with Law.**

- a. Subrecipient shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Subaward Agreement or to the delivery of services. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Subrecipient client abuse; (3) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. All employers, including Subrecipient, that employ subject workers who provide services 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.
 - b. Subrecipient shall comply with the federal laws as set forth or incorporated, or both, in this Subaward Agreement and all other federal laws applicable to Subrecipient's performance under this Subaward Agreement as they may be adopted, amended or repealed from time to time.
3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. Representations and Warranties.
 - a. Subrecipient's Representations and Warranties. Subrecipient represents and warrants to PTE that:
 - i. Subrecipient has the power and authority to enter into and perform this Subaward Agreement;
 - ii. This Subaward Agreement, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
 - iii. Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient will apply that skill and knowledge with care and diligence to perform the Statement of Work in a professional manner and in accordance with standards prevalent in Subrecipient's industry, trade or profession;
 - iv. Subrecipient shall, at all times during the term of this Subaward Agreement, be qualified, professionally competent, and duly licensed to perform the Statement of Work; and
 - v. Subrecipient prepared its proposal related to this Subaward Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 5. Ownership of Work Product (Subaward 143021, Attachment B, Article 7). Subject to 37 CFR 401.14,
 - a. Definitions. As used in this Section 5 the following terms have the meanings set forth below:
 - i. "Recipient Intellectual Property" means any intellectual property owned by Subrecipient and developed independently from the Statement of Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than PTE or Subrecipient.
 - iii. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Subrecipient is required to deliver to PTE pursuant to the Statement of Work.
 - b. Original Works. All Work Product created by Subrecipient pursuant to the Statement of Work, including derivative works and compilations, mid whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Oregon Health Authority ("OHA"). PTE and Subrecipient agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Statement of Work is not "work made for hire," Subrecipient hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Statement of Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Subrecipient shall execute such further documents and instruments necessary to fully vest such rights in OHA. Subrecipient forever waives any and all rights relating to original Work Product created pursuant to the Statement of Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - c. In the event that Work Product is Recipient Intellectual Property, a derivative work based on Recipient Intellectual Property or a compilation that includes Recipient Intellectual Property, Subrecipient hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Recipient Intellectual Property and the pre-existing elements of the Recipient Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
 - d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Subrecipient shall secure on OHA's behalf and in the name of OHA an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the

preexisting elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

6. Insurance (Subaward 143021, Attachment B, Article 14). If Subrecipient is not a unit of the local government as defined in ORS 190.003, Subrecipient shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performing work under this Subaward Agreement, and ii) maintain the insurance in full force throughout the duration of this Subaward Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Subrecipient is not authorized to begin work under this Subaward Agreement until the insurance is in full force. Subrecipient shall provide proof of such insurance as required under this Article 6 annually upon request by PTE. In no event shall Subrecipient continue to perform under this Subaward Agreement if Subrecipient is not in compliance with the insurance requirements.

Subrecipient:

- ☐ Has attached a copy of certificates of policies required under this section 6 as Attachment 7; or
☒ Certifies that Subrecipient is exempt from such requirements due to being a unit of the local government as defined in ORS 190.003.

REQUIRED INSURANCE:

1. Workers Compensation. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subaward Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and PTE's acceptance of all services required under the Subaward Agreement or, (ii) the expiration of all warranty periods provided under the Subaward Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient may request and OHA may grant approval, upon approval by OHA, of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
3. Notice of Cancellation or Change. The Subrecipient or its insurer must provide 30 days' written notice to PTE before cancellation of, material change to, potential

exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. Certificate(s) of Insurance. Subrecipient shall provide a certificate(s) of insurance for all required insurance before the contractor performs under the Subaward Agreement. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
7. Records Maintenance; Access (Subaward 143021, Attachment B, Article 15). Subrecipient shall maintain all financial records relating to this Subaward Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Subaward Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient whether in paper, electronic or other form, that are pertinent to this Subaward Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Subaward Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Subaward Agreement, whichever date is later. Subrecipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. Information Privacy/Security/Access (Subaward 143021, Attachment B, Article 16). If the Statement of Work performed under this Subaward Agreement requires Subrecipient or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Subrecipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Subrecipient shall comply and require all subcontractor(s) to which such access has been granted to comply with. OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. Assignment of Agreement, Successors in Interest (Subaward 143021, Attachment B, Article 18).
 - a. Subrecipient shall not assign nor transfer its interest in this Subaward Agreement without prior written approval of PTE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PTE may

deem necessary. No approval by PTE of any assignment or transfer of interest shall be deemed to create any obligation of PTE in addition to those set forth in the Subaward Agreement.

- b. The provisions of this Subaward Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

10. Subcontracts (Subaward 143021, Attachment B, Article 19). Subrecipient shall not enter into any subcontracts for any of the Statement of Work required by this Subaward Agreement without PTE's prior written consent. In addition to any other provisions PTE may require, Subrecipient shall include in any permitted subcontract under this Subaward Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Subrecipient with respect to all articles in this OHA Subaward No. 143021 Applicable Terms and Conditions attachment. PTE's consent to any subcontract shall not relieve Subrecipient of any of its duties or obligations under this Subaward Agreement.
11. No Third Party Beneficiaries (Subaward 143021, Attachment B, Article 20). PTE and Subrecipient are the only parties to this Subaward Agreement and are the only parties entitled to enforce its terms. The parties agree that Subrecipient's performance under this Subaward Agreement is solely for the benefit of PTE to assist and enable PTE to accomplish its statutory mission. Nothing in this Subaward Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Subaward Agreement.
12. Severability (Subaward 143021, Attachment B, Article 22). The parties agree that if any term or provision of this Subaward Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Subaward Agreement did not contain the particular term or provision held to be invalid.
13. Survival (Subaward 143021, Attachment B, Article 23). Sections I, 4, 5, 6, 7, 8, 11, 13 of the OHA Required Terms and Conditions in the OHA Subaward No. 143021 Applicable Terms and Conditions shall survive Subaward Agreement expiration or termination as well as those the provisions of this Subaward Agreement that by their context are meant to survive. Subaward Agreement expiration or termination shall not extinguish or prejudice PTE's right to enforce this Subaward Agreement with respect to any default by Subrecipient that has not been cured.
14. Indemnification by Subcontractors (Subaward 143021, Attachment B, Article 31). Subrecipient shall take all reasonable steps to cause its contractor(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 and its officers, employees and agents ("Indemnitee") 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) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees of subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.



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)

Presenter at BOC: Carla McLane

Department: Planning

Short Title of Agenda Item:

(No acronyms please)

Phone Number (Ext): 541-922-4624 or 5505

Requested Agenda Date: October 16, 2019

**2019-2021 Grant Young Memorial Planning Assistance Grant,
Department of Land Conservation and Development**

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: 5 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other Grant |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Department of Land Conservation and Development**

Contractor/Entity Address: **635 Capitol St. NE, Suite 150, Salem OR 97301**

Effective Dates – From: **October 31, 2019**

Through: **April 30, 2021**

Total Contract Amount: **\$4,000**

Budget Line: **101-115-3-30-3554**

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

Reviewed By:

Carla McLane

10112019

Department Director

Required for all BOC meetings

DATE

[Signature]

10/14/19

Administrator

Required for all BOC meetings

DATE

R. Tovey email

10-15-19

County Counsel

*Required for all legal documents

DATE

K. Knop email

10-15-19

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):

This agreement is made and entered into by and between the State of Oregon, acting by and through its Department of Land Conservation and Development (DLCD), and Morrow County to accomplish planning-related efforts including: meeting preparations; creating, updating, or amending regulations, planning studies or reports; updating and reprinting maps and other plan documents; etc.

It is a biennial grant with funds available in the fall of 2019, with closure in April 2021. The value for this biennium is \$4,000.00, an amount in the 2019-2020 budget. Any portion of the \$4,000.00 not expended in this fiscal year is carried over. At the conclusion any unexpended funds must be returned to the DLCD (something that has never happened).

Historically we have paid for training, training materials, incidentals and publishing out of these grant funds.

2. FISCAL IMPACT:

Budgeted Grant Revenue Funds of \$4,000.00 than can be expended on a variety of planning activities.

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

"I move to authorize Carla McLane, Planning Director, to sign acceptance of the DLCD Grant Young Memorial Grant as an authorized official for Morrow County, which will allow disbursement of \$4,000.00 to the Morrow County Planning Department, available for planning activities through to April 30, 2021."

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2019-2021 GRANT YOUNG MEMORIAL
PLANNING ASSISTANCE GRANT**

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: August 29, 2019	Grant No. GY-21-151
Grantee Morrow County PO Box 788 Heppner, Oregon 97836	DLCD Grant Manager Angela Williamson, Grants Administrative Specialist 503-934-0054 DLCD.GFGrant@state.or.us
GRANT AMOUNT: \$4,000	CLOSING DATE: April 30, 2021

This grant is named in honor of Grant Young, DLCD's Eastern Oregon regional representative who passed away in 2017. Mr. Young was a strong advocate for smaller jurisdictions in the Eastern Oregon region and a proponent for creative use of these grants. He helped find productive uses of the grants by pooling or leveraging the funds or simply suggesting uses for the dollars in ways to advance the objectives of the jurisdiction. Mr. Young put a considerable amount of effort into helping small cities and counties in his region address local needs.

INSTRUCTIONS – READ CAREFULLY

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at DLCD.GFGrant@state.or.us by October 31, 2019. Alternatively, the signed Agreement may be mailed to:

Angela Williamson, Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE, Suite 150
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Grant Program Manager will countersign the Agreement and return an electronic file containing the executed Agreement to Grantee with a payment voucher for the grant amount as listed in the Grant Amount box above, to the address provided above.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2019-2021 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: GY-21-151

Morrow County

This agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Land Conservation and Development, hereinafter referred to as "DLCD," and **Morrow County**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained ("Effective Date"). Grant Funds under this Agreement are available for eligible costs as defined in Section 8 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or **April 30, 2021** ("Closing Date"). DLCD's obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Closing Date.
2. **Agreement Documents.** The Agreement consists of this document and one attachment, all of which are attached hereto and incorporated by reference:
3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$4,000**. Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement.
4. **Closeout Report.** Grantee must submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Closing Date, whichever is earlier to the DLCD Grant Manager in writing by personal delivery, e-mailing, or mailing at the address or number set forth in the attachment. The closeout report is attached to this Agreement.
5. **Subsequent funding:** Eligibility for subsequent funding to the Grantee is contingent upon receipt of the closeout report as referenced in Section 4.
6. **Acknowledgment.** All reports, studies, and other documents produced in whole or in part under this grant must indicate on the cover or title page an acknowledgment of the financial assistance provided by DLCD.
7. **Final Products.** Grantee shall provide copies of all final products produced under this grant to DLCD upon request. Grantee must describe final products in the Grant Closeout Report. DLCD may display products on its website.

8. **Acceptable use of grant funds.** Grant funds may be used by Grantee to accomplish and carry out one or more of the following:
- a. Paying the salary of an employee or the fee of a contractor for day-to-day administration of the Grantee's planning program, including but not limited to: answering planning and zoning questions; providing planning and zoning information; carrying out administrative actions such as zone changes, permits, land divisions, and similar ministerial and quasi-judicial actions; updating application forms; and enforcing local zoning regulations.
 - b. Preparing for meetings such as planning commission, city council, and board of commissioners for planning and zoning related matters. Examples include postage, copying, paper, notices, and other documents.
 - c. Creating, updating, amending, or codifying all or a part of a comprehensive plan, land use regulations, or other planning studies or reports.
 - d. Collecting data and conducting inventories and studies related to comprehensive plan elements, land use regulations, development codes, zoning ordinances.
 - e. Updating and reprinting maps, inventory data, and plan documents.
 - f. Developing and implementing a public facility financing plan.
 - g. Supporting citizen involvement programs and activities.
 - h. Developing and conducting public workshops on planning and zoning.
 - i. Developing, amending, or implementing intergovernmental coordination programs or agreements.
 - j. Developing and implementing a dispute resolution program.
 - k. Training in land use planning for local elected and appointed officials, staff, and citizens on land use planning.
 - l. Purchasing maps, aerial photos, GIS products, or mapping software.
 - m. Other planning activities or products pre-approved by DLCD.
9. **Excluded uses of grant funds:** The grant funds may not be used for office equipment or other types of hardware such as desks, tables, chairs, cabinets, appliances, computers, printers, photo copiers, digital equipment, vehicles, outdoor supplies, beautification projects, and other business supplies. Grant funds may not be used by the grantee for legal or administrative costs associated with defending the grantee or other grantees from decisions made by the Land Conservation Development Commission or DLCD. Grant funds may not be used for legal or administrative costs associated with Measure 37 or Measure 49 costs incurred by Grantee.
10. **Subsequent funding.** Eligibility for subsequent funding is contingent upon timely receipt of the Closeout Report by DLCD.
11. **Unexpended Funds.** Grantee will return all unexpended grant funds to DLCD with submission of the Closeout Report.
12. **Payment.** All grant funds will be disbursed upon execution of this Agreement.
13. **DLCD Funds.** DLCD certifies that at the time this grant is written sufficient funds are available and authorized.

14. **Reporting.** At any time during the grant period, when requested by the DLCD grant manager, Grantee shall provide a written report on the status and progress of work performed under this grant.

15. **Indemnity.**

a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTION 15.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE 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 FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

16. **Recovery of Grant Moneys.** Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than 15 days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within 14 days after the earlier of expiration or termination of this Agreement."

17. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

18. Failure to Comply: If a party fails to comply with any of the requirements or conditions of this Agreement, the other may, without incurring liability, refuse to perform further pursuant to this Agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall

upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this Agreement.

19. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
20. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
21. **Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
22. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment to this Agreement may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date and be signed by all parties on or before sixty (60) days prior to the Closing Date.
23. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
24. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
25. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This

Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

26. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
27. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
28. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

DLCD Planning Assistance Grant Information and Signature Page

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name Morrow County	E-mail Address	
Mailing Address, City, State, Zip code		
Telephone Number	Fax Number	
Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		
Print Name of Authorized Official for DLCD Gordon Howard	Grant Program Manager	Date
Signature of Authorized Official for DLCD		

Department of Land Conservation and Development *Attachment A*
2019-21 Grant Young Memorial Planning Assistance Grant Closeout Report

Grantee Morrow County	Grant No. Assigned by DLCD GY-20-151	Grant Funds – Already Dispersed \$4,000.00*	Final Report
Funding / Grant Period From: Agreement Execution	Funding / Grant Period To: 4/30/2021	Summary of Activities and Products Provide a brief description of activities performed and/or products worked on using funds from this grant in the space provided below. Expenditure detail not needed for this section. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
Transactions	Do not write in this space		
DLCD Grant Funding Expenditures	Provide amounts in spaces below		
1. Salaries and Benefits			
2. Supplies and Services			
3. Agreements (including consultants – provide name and contact information)			
4. Other (provide detailed list and explanation)			
5. DLCD Total (add lines 1, 2, 3, 4)			
Local Contributions – not required	Provide amounts in spaces below		
6 Salaries and Benefits			
7. Supplies and Services			
8. Agreements			
9. Other			
10. Local Total (if any)			
11. Certification: I certify to the best of my knowledge and belief that this report is correct, complete, and that all expenditure are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for SIX (6) YEARS after the Final Products and Payment are received.			
12. * If the total grant expenditures are less than the grant funds already dispersed, enter the difference here and send a reimbursement check for that amount to: DLCD, ATTN: Fiscal. \$ _____			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
PLEASE DO NOT WRITE BELOW THIS LINE			
DLCD CERTIFICATION (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ____ has met the terms and conditions of the grant and that all funds have been expended. ____ has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and reimbursement from the grantee in the amount of \$_____ is due.			
Signature of DLCD Grant Manager		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____		VOUCHER#/DATE _____ PCA _____	
OBJ. CODE _____		VENDOR NO. _____ AMOUNT _____	

Closeout Form Attachment - Instructions

Instructions for Department of Land Conservation and Development 2019-21 Planning Assistance Grant Closeout Report

If you have questions about the Closeout Report or what the grant can be used for, please contact Angela Williamson, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us.

The closeout report documents the allowable expenditures of previously distributed funds. Unexpended funds must be returned to DLCD.

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”) for which the reimbursable expenditures were incurred. This will be the date the city or county signed the grant agreement.
- Under “Transactions,” complete items 1–5 for how the grant funds were used (required) and items 6–10 for local contributions (optional). Please do not include expenditures for projects or activities that the grant did not contribute to.
 1. **Salaries and Benefits** include the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
 2. **Supplies and Services** include the grantee’s supplies used for the planning program and services not covered by an agreement or contract. Receipts are not required with this report submission.
 3. **Agreements** include consultants, attorneys, and any company or individual retained by the grantee to conduct work under the grant. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report is: Name, address, and phone number of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each individually. If space in the Summary of Activities and Products box is insufficient to identify contractors, please attach an additional sheet.
 4. Please provide a brief explanation and dollar breakdown for amounts listed as “**Other.**” Receipts are not required.
 5. The **Total** listed in the “DLCD Grant Expenditures” section cannot exceed the total amount of the previously dispersed funds. If the total is less than the dispersed amount, the difference between the amount previously dispersed and the amount listed on the **Total** of the DLCD Grant Expenditures section is due and payable to DLCD upon submission of the closeout report. Please send a check with the report to: DLCD, Attn: Fiscal Department, 635 Capitol Street NE, Suite 150; Salem, OR 97301.

- Reporting of Local Contributions (boxes 6–10) is not required. DLCD asks for the information to receive accurate information regarding the cost of activities and/or products worked on in compliance with this grant. This category includes both in-kind and cash contributions.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions please contact Angela Williamson, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us.
- **Returning funds (box 12):** When returning general grant funds that were awarded to the jurisdiction because expenditures were less than the grant funds award to the jurisdiction, please indicate the number of dollars being returned.

Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.
 14. Print the mailing address where payment should be sent.
 15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.
 16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.
- The “Summary of Activities and Products” box, located on the top right side of form, must be completed. Please provide a brief description of activities performed and/or products worked on in compliance of this grant. Use additional sheets as needed. The Planning Assistance Grant Awards Conditions describes in detail the projects and activities allowed. (If you have questions, please contact Angela Williamson, Grants Administrative Specialist at 503-934-0054 or DLCD.GFGrant@state.or.us).

The grant funds dispersed to you must be used after the date on which all parties have signed the agreement and not after the closing date of this agreement.

It is important that you retain documentation of expenditures in a grant file maintained in your jurisdiction for six (6) years from the closeout date.

Two ways to submit the Closeout Report:

1. E-mail a PDF file of the signed closeout form attachment and cover memo to DLCD.GFGrant@state.or.us.
2. Send the hard copy of the signed closeout form and cover memo via US Mail to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540



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

(For BOC Use)

Item #

4f

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

Presenter at BOC: Kirsti Cason/Greg Close

Phone Number (Ext): 541-989-9500

Department: Public Works/Parks

Requested Agenda Date: 10/16/2019

Short Title of Agenda Item:

(No acronyms please)

Resolution No. R-2019-20 – Oregon Parks & Recreation Department
All-Terrain Vehicle Grant - 2019 OHV Equipment

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:



Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

 10/10/19 _____ Department Director
DATE
 10/14/19 _____ Administrator
DATE

DATE _____ County Counsel

DATE _____ Finance Office

DATE _____ Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*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 was notified by Oregon State Parks that there was a grant opportunity for equipment purchases. It was discussed internally that the first thing that needed replaced was a 1982 Case backhoe that has gotten to the point of repairs exceeding value and needs replaced for loading trucks with rock, bark and fire wood. The other thing that would be of great value is a portable sawmill to make wooden trail signs, with material that is removed from the park in normal maintenance practices. A resolution is required to continue the grant application process along with one quote for a estimated value of the equipment that is going to be applied for in the grant.

If the Grant process continues forward with a resolution and on-line application, Public Works will be building a Power-point presentation that would be presented to the Oregon State Parks ATV Committee sometime in February. After the February presentation the awarded grant applications will be notified usually sometime in the middle of March or first of April for a purchase after July 1st of 2020. There is a 20% match to this grant which Public Works will work into the 2020 budget along with a decision packet for this grant in the normal budget process.

2. FISCAL IMPACT:

20% match that would be included in the 2020/2021 Parks budget for Capital Outlay purchase.

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

Motion to approved and sign Resolution for Public Works / Parks Department to apply for the ATV grant with Oregon State Parks for equipment purchases.

* Attach additional background documentation as needed.

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

IN THE MATTER OF AUTHORIZING MORROW)	
COUNTY PUBLIC WORKS DEPARTMENT TO)	
APPLY FOR AN ALL-TERRAIN VEHICLE GRANT)	Resolution No. R-2019-20
FROM THE OREGON PARKS AND RECREATION)	
DEPARTMENT FOR OPERATIONS AND)	
MAINTENANCE EQUIPMENT PURCHASE FOR)	
THE MORROW-GRANT COUNTY OHV PARK)	

IN THE MATTER COMING BEFORE THE Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled meeting on October 16, 2019; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the All-Terrain Vehicle Grant Program; and

WHEREAS, the Morrow County Parks Master Plan has identified the need to provide operations and maintenance for the trail system, campground, equipment and structures at the Morrow/Grant County Off-Highway Vehicle Park (OHV); and

WHEREAS, the Morrow County Public Works Department desires to participate in this grant program to the greatest extent possible as a means for purchasing a backhoe and lumber processor sawmill that would assist with park recreation, maintenance, improvements and enhancements;

WHEREAS, the applicant hereby certifies that the 20% matching share for this application will be included in the budget request for the 2020-2021 budget for the Morrow/Grant County Off-Highway Vehicle Park (OHV), and shall be readily available at the time of purchase in fiscal year 2020-2021, if approved by budget committee; and

NOW, THEREFORE, BE IT RESOLVED that the Morrow County Public Works Department be authorized to apply for the All-Terrain Vehicle Grant from the Oregon Parks and Recreation Department.

Dated this _____ day of _____ 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 #
5

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

Staff Contact: Stephen Wrecsics

Department: Planning

Short Title of Agenda Item: **Road Renaming - Laurel Road**
(No acronyms please)

Phone Number (Ext): 5504

Requested Agenda Date: 10-16-2019

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

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input checked="" 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 type="checkbox"/> Other |

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Carla McLane

10/11/2019

Department Head

Required for all BOC meetings

DATE

DATE

Admin. Officer/BOC Office

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

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):

Based on public comment at recent Board of Commissioner meetings the Board did, on August 7, 2019, make a motion to consider a change in the name of Laurel Road to Laurel Lane Road. The motion requires the county to follow the requirements in the Morrow County Road Naming and Rural Addressing Procedures Ordinance. The new name could be Laurel Lane Road, or based on testimony, other road names could be considered, including changing the name to Laurel Lane, or retaining the current name of Laurel Road.

Board options and a more detailed background are provided in the attached findings.

2. FISCAL IMPACT:

Replacement of the road name signs, amending various maps maintained by Morrow County and others, amending various records associated with the road name change including property records, and changing the addresses within the voter records system. Additionally the residents would be accountable for any address change requirements placed by the United States Postal Service.

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

Laurel Lane: "I move to change the name of Laurel Road to Laurel Lane which does not conform with the Road Naming and Rural Addressing Procedures Ordinance, but is supported by testimony within the record. Planning staff is directed to generate the necessary Order to complete this action."

Laurel Lane Road: "I move to change the name of Laurel Road to Laurel Lane Road which technically conforms with the Road Naming and Rural Addressing Procedures Ordinance by including both lane and road. Planning staff is directed to generate the necessary Order to complete this action."

Laurel Road: "I move to retain the name of Laurel Road which conforms with the Road Naming and Rural Addressing Procedures Ordinance." No further action is necessary.

☒ Attach additional background documentation as needed.

FINDINGS OF FACT
MORROW COUNTY BOARD OF COMMISSIONERS
Road Renaming – Laurel Road to Laurel Lane Road

REQUEST: To rename, in its entirety, Laurel Road to Laurel Lane Road.

APPLICANT: Morrow County
P.O. Box 788
Heppner, Oregon 97836

ROAD LOCATION: Township 4N Range 25E Sections 10 and 15, from the Port of Morrow (POM) Interchange south to Wilson Lane.

I. APPROVAL CRITERIA:

The following review, completed by Planning staff, is in compliance with Ordinance MC-C-3-92, which governs establishing a road name and rural addressing procedures in unincorporated Morrow County, specifically Item 4.4, Processing Road Name Applications.

The Morrow County Planning Department shall have the responsibility for processing and maintaining applications for road naming and renaming and shall perform such function in the following manner: (Criteria are listed below in **bold type**, followed by a response in standard type).

- A. Verify legal status, i.e. ownership and maintenance of road.**
Laurel Road is a paved County Road located south of Boardman, Oregon between the Port of Morrow Interchange south to Wilson Lane, specifically in Township 4N Range 25E Sections 10 and 15. Documentation found in the Public Works road file indicates that Laurel Road was established as early as 1983.
- B. Check proposed road name(s) for duplication or similarity with other existing road names.**
No other road names in the adopted Morrow County Road Name list would be considered similar or in conflict with the proposed name: Laurel Lane Road. Additionally, the proposed road name is not similar or in conflict with any of the street names of the cities within Morrow County.
- C. Perform a field check, when deemed necessary.**
No site visit has been completed for this request, nor has one been deemed necessary.
- D. Assist applicant or other affected person(s) to find alternate names when required.**
There is opportunity during the public hearing for discussion around alternate road names. The Board on their Motion initiated this process on August 7, 2019, to change the name from Laurel Road to Laurel Lane Road. There has been comment submitted along with a petition that requests that the Board of Commissioners consider Laurel Lane.

E. Notify the following departments and agencies if they are affected by the road naming or renaming:

- 1. County Assessor,**
- 2. County Road Department,**
- 3. County Clerk,**
- 4. Cities,**
- 5. Private Sector Businesses,**
- 6. Emergency Services.**

Please see the list of notified agencies below.

F. When appropriate, mail questionnaire to owners of all property abutting the road to determine general consensus regarding the proposed name.

A petition was received and was signed by a portion of the land owners along Laurel Road (see attached). Adjoining property owners received notice of the public hearing scheduled for 9:00 a.m. on October 16, 2019, at the Port of Morrow Riverfront Center in Boardman, Oregon.

G. Prepare recommendation on the proposed road name for the Board of Commissioners.

The Morrow County Board of Commissioners have several options related to this request as listed below:

- The Board may choose to rename Laurel Road to Laurel Lane. This option would fulfil the request of the signatories to the Petition submitted by Ed Glenn dated October, 7, 2019. This option would also fulfil the original request from 1983 by Ed Glenn and Dewey West as part of the consideration for the road dedication. This option would not be in compliance with the road naming convention found in the Morrow County Road Naming and Rural Addressing Procedures Ordinance (Road Naming Ordinance).
- The Board may choose to rename Laurel Road to Laurel Lane Road. This option was verbally agreed to by Ed Glen at the Board Meeting on August 7, 2019. This option would maintain the naming convention found in the Road Naming Ordinance as well as integrate "Laurel Lane" into the road name.
- The Board may choose to keep Laurel Road named as is. This option would create no changes or impacts to adjoining property owners.

Any change in the current name of Laurel Road would constitute a change in address and would require action from residents and land owners along Laurel Road to work with the United States Post Office and anyone land owners receive mail from, changing their mailing address or other legal use of Laurel Road to whatever the new name might be.

H. Determine appropriate County Court meeting date.

The public hearing is scheduled for 9:00 a.m. on October 16, 2019, at the Port of Morrow Riverfront Center in Boardman, Oregon.

I. Give notice of public hearing by publication in a newspaper of general circulation and, if appropriate, by posting along the road and/or by mailing notices to all owners of property abutting the road. Publication notice or written notice of posting shall be given at least two (2) weeks prior to the date of the hearing.

Public notice was provided to the *Heppner Gazette-Times* to be published Wednesday, October 2, 2019. Public notice was also provided to the *North Morrow-Times* to be published Saturday, October 5, 2019. Adjoining property owners were

mailed notice of the hearing on October 2, 2019. It has been deemed not appropriate or necessary to post notices along the road.

II. AGENCIES NOTIFIED: Matt Scrivner, Public Works Director; Bobbi Childers, Morrow County Clerk; Mike Gorman, Morrow County Assessor; Marc Rogelsted, Boardman Rural Fire Protection District; Bob Houser, Morrow County Health District; Eric Patton, Morrow County Sheriff's Office; Karen Pettigrew and Barry Beyeler, City of Boardman; Ryan Neal, Port of Morrow; Lana Eckman, Boardman Post Office

III. DETERMINATION:

Planning staff have prepared two draft Orders dependent upon the Board of Commissioners decision. The first order renames Laurel Road to Laurel Lane Road. The second order renames Laurel Road to Laurel Lane. A decision to maintain Laurel Road as currently named would not require an Order.

Attachments:

Vicinity Map

Ed Glenn Submission

Memorandum

Exhibit A - Roadway Dedication

Exhibit B - Responses

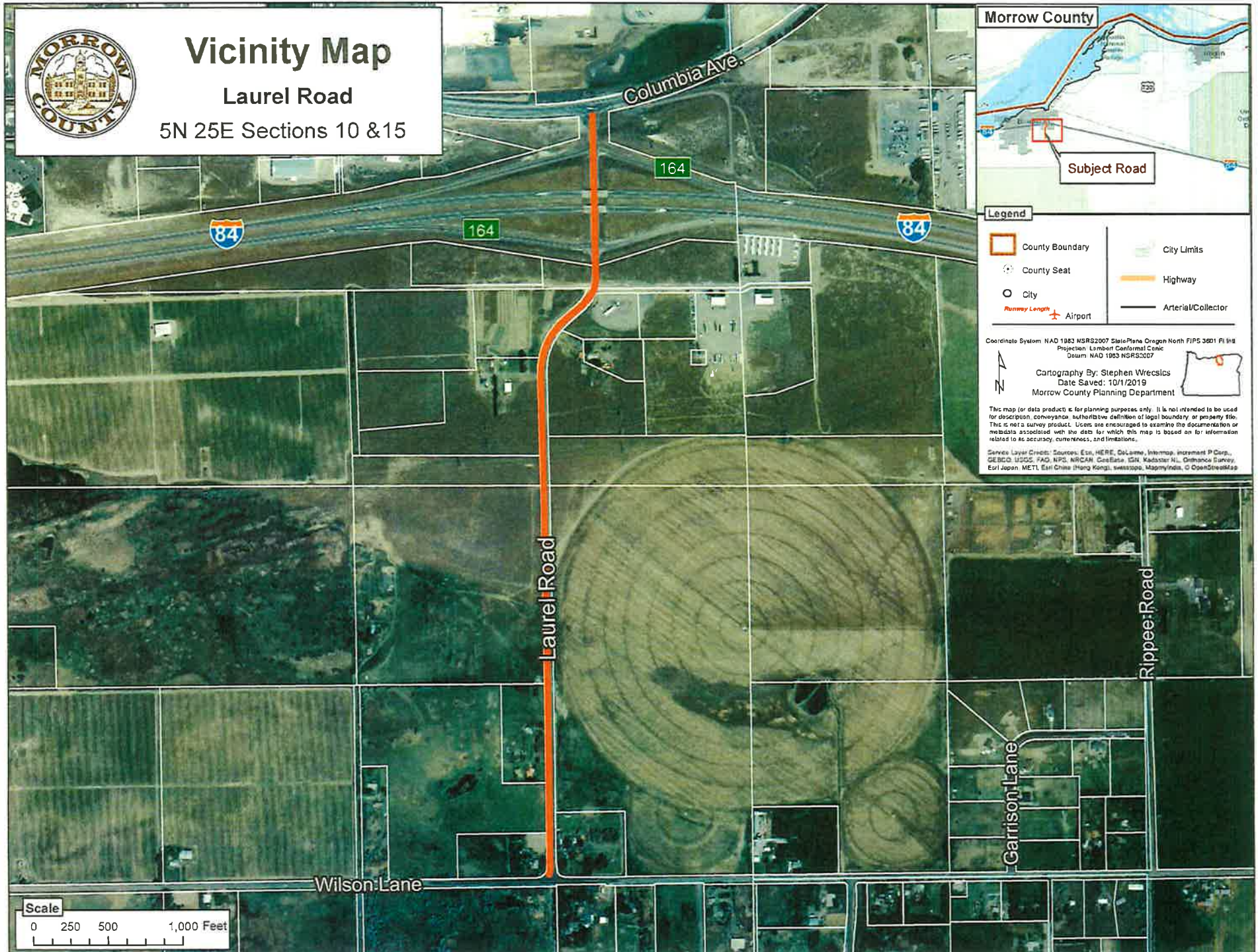
Exhibit C - Petition



Vicinity Map

Laurel Road

5N 25E Sections 10 & 15



MEMORANDUM

TO: Morrow County Court

FROM: Ed Glenn 

RE: Laurel Road

DATE: OCTOBER 7 2019

Thank You for taking the initiative in the process of changing the name of Laurel Road. As you know, I believe the road was named Laurel Road by mistake. It was dedicated on the condition that it be named Laurel Lane. A unilateral interlineation by a County Judge changing the word 'Lane' to 'Road' was all it took to make the name officially "Laurel Road." (see Dedication marked as exhibit "A" attached).

Over the ensuing years the road has been called "Laurel Road," "Laurel Lane Road," and "Laurel Lane." We all welcome this opportunity to end the confusion and establish a name we can all use and not have different names used by different folks for different purposes.

A Morrow County Ordinance provides for the naming and renaming of rural roads, and this proceeding proposes the name be changed to Laurel Lane Road as appears to be required by that Ordinance.

However, the Planning Department and County Court should change the name to Laurel Lane for the following reasons:

- Laurel Lane was the name specified by the Grantors, Dewey West and me, as part of the consideration for the Dedication,
- The name Laurel Lane will not frustrate the underlying purpose of the Ordinance
- There are several other instances throughout the County where road names do not appear to meet the requirements of the Ordinance. See Exhibit "B" attached,
- The Ordinance directs that when road names are proposed for change every effort will be made to maintain historical road names,
- The Ordinance allows the Planning Department and County Court to consider the general consensus of landowners abutting the subject road. See Exhibit "C" a Petition to the County Court favoring the name Laurel Lane. (Attached)
- The road is less than one mile long and is highly unlikely to be extended via future

development. The northern terminus is a T-intersection with Boardman Avenue and the southern terminus at Wilson Lane abuts a property line unlikely to be extended.

- The road is and has been well traveled and is commonly known as Laurel Lane.
- The road is already named Laurel Lane on many maps *i.e. Google, Mapquest, Rand-McNally.*
- And finally Laurel Lane Road destroys the poetic ring of Laurel Lane.

ROADWAY DEDICATION

DEWEY W. WEST, .r. and F. E. GLENN, as co-partners, Grantors, do hereby grant, convey and dedicate unto Morrow County, Oregon and the public, the lands described in Exhibit "A" attached, to have and hold forever, so long as used for roadway purposes.

This dedication is subject, however, to the following conditions:

1. Vested rights and interests of prior grantees of easements of record.

2. Protection of prior easement holders' and of Grantors' improvements such as pipelines, powerlines and related works.

3. No roadway will be opened for public traffic until such roadway is constructed to standards specified for "minor arterial" streets.

4. Grantors reserve the right to construct a part of the roadway and thereafter open such part to public traffic.


5. This dedication, together with other acquisitions, qualifies for "public access" from the south side of an interchange being constructed on I-84 north of this dedication.


6. Morrow County will name any roadway constructed on this dedication "Laurel ~~Lane~~ ^{ROAD}." DEEM

In the event these dedicated lands are not used as a roadway (after a period of five (5) years from the date hereof) or in the event any of the conditions of this dedi-

cation are not observed, this dedication shall be null and void and the lands described herein shall revert to and revest in Grantors without any act of reentry.

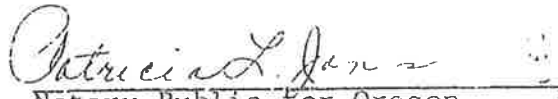
Dated this 6th day of May, 1983.


Dewey W. West, Jr.


F. E. Glenn


STATE OF OREGON)
) ss.
COUNTY OF MORROW)

The foregoing instrument was acknowledged before me on the 6th day of May, 1983, by Dewey W. West, Jr., as his voluntary act and deed.


Notary Public for Oregon
My Commission Expires: 2/4/84

STATE OF OREGON)
) ss.
COUNTY OF MORROW)


The foregoing instrument was acknowledged before me on the 6th day of May, 1983, by F. E. Glenn, as his voluntary act and deed.



Notary Public for Oregon
My Commission Expires: 2/4/84

ACCEPTANCE:

The foregoing dedication is hereby accepted by Morrow County Oregon, on behalf of the public, subject to the conditions set forth therein.

Dated this 18th day of ^{April} ~~May~~, 198⁴~~8~~.


County Judge


County Commissioner

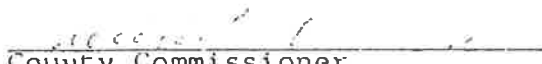

County Commissioner

EXHIBIT "A"

The Easterly 60 feet of the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section 15;

The Easterly 50 feet of the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section 15;

The Easterly 50 feet of the Southerly 200 feet of the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section 10;

The Easterly 60 feet of that portion of the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of Section 10 which lies between a point 200 feet North of the South boundary thereof and a point which lies North $4^{\circ} 03' 19''$ West 781.94 feet from the Southeast corner of said Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$);

A strip of land 60 feet in width lying 30 feet either side of the following described centerline:

Commencing at the South sixteenth corner common to Sections 10 and 11; thence South $89^{\circ} 30' 43''$ West along the North line of the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of said Section 10, a distance of 990.48 feet to a point on said centerline, said point also being the point of beginning for this description;

Thence along a 400.00 foot radius curve to the right, the chord bears South $39^{\circ} 23' 14''$ West a distance of 248.04 feet, an arc distance of 252.20 feet, to a point reverse curve; thence along a 400.00 foot radius curve to the left, the chord bears South $38^{\circ} 57' 44''$ West 253.68 feet, an arc

distance of 258.13 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 10, said point being North 1° 51' 24" West a distance of 933.35 feet from the Southwest corner of said Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); thence continuing along a 400 foot radius curve to the left, the chord bears South 9° 18' 32" West 154.92 feet, a distance of 155.90 feet to a point which is North 4° 03' 19" West a distance of 781.94 feet from said Southwest corner, said point being the terminus point of this description.

Together with a slope easement lying 40 feet either side of the above described centerline.

All being in Township 4 North, Range 25 East of the Willamette Meridian, Morrow County, Oregon.

STATE OF OREGON }
County of Morrow }

ss.

Indexed

131031

I hereby certify that the within instrument was received for record.

on 4-22-84 at 11:32 a.m.

and assigned

No 23150

in the Microfilm Records of said county.

Witness My Hand and Seal of County Affixed

Barbara Bloodsworth
County Clerk

By Barbara Bloodsworth
Deputy

Non-Conforming road names in Morrow County:

- a. "Roads running predominately north-south shall be known as a 'Road'."

Kenny Road runs generally east to west from its junction with Sand Hollow Road to its junction with Healy Road

Root Lane runs north from Boardman Canal Lane most of its length to a bend thence west to Rippie Road.

Fairview Lane runs generally north from Cecil Road to an intersection with unknown roads to the north.

- b. "Roads running predominately east-west shall be known as a 'Lane'."

Frontage Road runs generally east-west from the US Hwy 730/I-84 interchange to the Morrow County line.

Columbia Blvd. runs generally west to east through the City of Boardman, thence northeasterly to a slight curve to the east where it becomes Columbia Lane continuing into downtown Irrigon.

A portion of Baseline Road runs east-west from Kilkenny Road to its junction with Sand Hollow Road.

Blackhorse Canyon Road runs generally east to west from the City of Lexington to its junction with Piper Canyon Road

- c. "Roads dead-ending 1000 feet or less from their beginning points shall be known as a 'Drive'."

Lewis and Clark Drive runs east from near the Columbia River several miles to US Hwy 730

PETITION

TO: Morrow County Planning Department and the
Morrow County Court:

We, the undersigned, being owners and/or occupants of property adjacent to Laurel Road, hereby request the name of said road be changed to Laurel Lane.

TERRY K. TALLMAN Terry K. Tallman
Printed Name Signature

Jonathan Tallman Jonathan Tallman
Printed Name Signature

Wendy Yates Wendy Yates
Printed Name Signature

Keith Tallman Keith Tallman
Printed Name Signature

Tim Tallman Tim D. Tallman
Printed Name Signature

Brian Bosma Brian Bosma
Printed Name Signature

J. Fletcher Hobbs J. Fletcher Hobbs
Printed Name Signature

John Bosma John Bosma
Printed Name Signature

PETITION

TO: Morrow County Planning Department and the
Morrow County Court:

We, the undersigned, being owners and/or occupants of property adjacent to Laurel Road, hereby request the name of said road be changed to Laurel Lane.

<u>Alan G. Holmes</u>	<u>Alan G. Holmes</u>
Printed Name	Signature

<u>Lisa Connell</u>	<u>Lisa Connell</u>
Printed Name	Signature

_____ Printed Name	_____ Signature
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_____ Printed Name	_____ Signature
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_____ Printed Name	_____ Signature
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_____ Printed Name	_____ Signature
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_____ Printed Name	_____ Signature
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_____ Printed Name	_____ Signature
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Exhibit "C" page 2



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

PUBLIC NOTICE

October 2, 2019

Dear Adjoining Landowner and Interested Parties:

Under provisions of the Morrow County Road Naming and Rural Addressing Procedures Ordinance (Ordinance) you are an affected landowner or an interested party concerned with the public hearing on the attached Public Notice. The Morrow County Board of Commissioners will hold a public hearing on Wednesday, October 16, 2019, at 9:00 a.m. at the Port of Morrow Riverfront Center, Boardman, Oregon.

Based on public comment at recent Board of Commissioner meetings the Board did, on August 7, 2019, make a motion to consider a change in the name of Laurel Road to Laurel Lane Road. The motion requires the county to follow the requirements in the Ordinance. You are receiving this correspondence as a property owner or resident along Laurel Road who could be affected by any change in name of the subject road.

In the 1980s the land that now comprises Laurel Road was granted to Morrow County for the purpose of creating a road. At that time the request was to name the road Laurel Lane. In the early to mid-1990s Morrow County engaged a consultant to assist in implementing the emergency or E-911 addressing system. Provisions in the adopted Ordinance require that roads that run north/south be called Roads and that roads the run east/west be called Lanes. When the final list of road names was adopted in 1996 Laurel Lane was changed to Laurel Road, complying with the new ordinance.

Any change in the current name of Laurel Road does constitute a change in address and would require action from residents and land owners along Laurel Road to work with the United States Post Office and anyone you may receive mail from, changing your mailing address or other legal use of Laurel Road to whatever the new name might be. Based on the Board of Commissioner's motion from earlier this year the new name could be Laurel Lane Road, or based on testimony other road names could be considered, including retaining the current name of Laurel Road.

You may obtain a copy of the Findings to the Board of Commissioners regarding this action from our office any time after Tuesday, October 8, 2019. If you have any information you feel should be addressed by the Board of Commissioners, or be included in the Boards findings, please contact our office. If you object to the request or feel that certain aspects need to be discussed in a public forum, you are invited to attend the Board of Commissioners public hearing on October 16, 2019. You may also submit comments in writing. We would appreciate any written comments prior to noon on Monday, October 14, 2019, so they can be provided to the Board of Commissioners in their meeting packet.

If you wish to be advised of the results of this public hearing, please send a request to this office.

Cordially,

A handwritten signature in cursive script, appearing to read "Carla McLane".

Carla McLane
Planning Director

Enclosures: Public Notice
Map





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

(For BOC Use)
Item #
6a

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

Presenter at BOC: *Greg Close, Parks manager*

Department: *Parks*

Short Title of Agenda Item:

(No acronyms please)

2019 Special Spike Youth Elk Hunt

Phone Number (Ext): 541-989-9500

Requested Agenda Date: October 16, 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 checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: <i>5 minutes</i> |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other <i>Youth Hunt Applications</i> |

☒ 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]
10/7/19
DATE

Department Director

Required for all BOC meetings

[Signature]
10/7/19
DATE

Administrator

Required for all BOC meetings

N/A

DATE

County Counsel

*Required for all legal documents

N/A

DATE

Finance Office

*Required for all contracts; other items as appropriate.

N/A

DATE

Human Resources

*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Annual opening of the Special Spike only Youth Elk Hunt Applications.

The Morrow/Grant County OHV Park opens a portion of the park for Grant and Morrow County youth residents to hunt on the park for a spike elk (Nov. 02 - Nov. 10, 2019) A portion of trail system is closed for ATV use during this time to allow for this youth hunt.

Average 4-6 applicants per year; of which at least one has been successful every year.

Sent information out to Morrow County and Grant County Schools to distribute to youth.
Placed ad in Heppner Gazette Time and Blue Mountain Eagle news papers.

Applications due back to Public Works office October 09, 2019 - applications will drawn/opened

2. FISCAL IMPACT:

Hunters making reservations during the hunting season.

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

Approve a total of six youth applicants to hunt at the Morrow/Grant County OHV Park

--- Goal is to have three from Morrow County three from Grant County with four alternates

--- If not enough applicants from one county fill hunting slots to have total of six hunters

☒ Attach additional background documentation as needed.

**Morrow/Grant County
OHV Park
Special Youth Hunt
Elk Second Season – Spike ONLY
2019
Applicants Morrow/Grant County
*Try for equal numbers
from Grant and Morrow County***

**TOTAL OF FOUR (____) APPLICATIONS RECEIVED
by Cutoff time October 09, 2018 @ 5:00pm
*ALL APPLICANTS SUCCESSFUL IN DRAW***

1. Successful – (up to 6)

~. First name/Last name – city, state – phone #

- a.
- b.
- c.
- d.
- e.

2. Alternate – (up to 4)

- a.
- b.
- c.
- d.

3. Unsuccessful – (any others)

- a.
- b.



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

(For BOC Use)
Item #
4C

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

Presenter at BOC: Kate Knop, John Bowles
Department: Finance & Sheriff
Short Title of Agenda Item: **Sheriff's Bank Accounts**
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 10/16/2019

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 Discussion |

☐ 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:

 10/14/19 Department Director
DATE

Required for all BOC meetings

 10/14/19 Administrator
DATE

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

The Board of Commissioners have requested additional information of the Morrow County Sheriff's bank accounts. Attached is a memo describing the purpose and balance of each account.

2. FISCAL IMPACT:

N/A

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

N/A

☒ Attach additional background documentation as needed.

Kate Knop

From: John Bowles
Sent: Monday, October 14, 2019 3:38 PM
To: Kate Knop
Subject: RE: Sheriff's Accounts.pdf

Hi Kate,

I read the attached and confirmed with the Sheriff and all looks good.
Thank You,

John

From: Kate Knop
Sent: Monday, October 14, 2019 3:26 PM
To: John Bowles <jbowles@co.morrow.or.us>
Subject: Sheriff's Accounts.pdf

Hi John,

Do you have time to review the attached memo regarding the Sheriff's accounts?

Thank you,

Kate Knop

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





P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Finance Department

Kate Knop, Finance Director
kknop@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners

FROM: Kate Knop, Finance Director

DATE: October 16, 2019

RE: Sheriff's Bank Accounts

The Morrow County Sheriff has three bank accounts open with the Bank of Eastern Oregon. There are two main authorized signers and one alternate. The name and purpose of each account is as follows:

- Sheriff's Trustee Account
 - The purpose of the account is to receive the Civil Service Fees that includes, but not limited to, Sheriff's fees (alarm, impounding, fingerprinting, etc.) and Parole & Probation fees. The fees are deposited into the Sheriff's Trustee Account and then turned over to the Morrow County Treasurer and allocated based on the source of revenue.
 - The account balance as of June 30, 2019 is \$142.50 and maintains a minimum balance estimated at \$345 for refunds.
- Sheriff's Reserve Deputy Account
 - The purpose of the account is to receive all reserve deputy, Security Detail, revenue that is used later for reserve deputy expenditures. The revenue includes, but not limited to, volunteers working at the Morrow County Rodeo, Pendleton Round-Up, etc.
 - The account balance as of June 30, 2019 is \$1,557.49.
- Sheriff's Special Account
 - The purpose of the account is to receive donations. The primary types of donations include: public, personal, animal (domestic), and animal (livestock). The donations are used towards expenditures identified by the donor.
 - The account balance as of June 30, 2019 is \$10,340.11.

The Oregon Revised Statute identifies in 295.002 the “Retention of cash working fund by public official”. It reads as follows:

O.R.S. § 295.002
Formerly cited as OR ST § 295.025

295.002. Retention of cash working fund by public official

Currentness

(1) A public official ~~may~~ retain undeposited such reasonable cash working fund as is fixed by the governing body of the political subdivision or public corporation for which the public official acts. Except to the extent of the cash working fund, a public official shall deposit public funds in the public official's custody or control in one or more depositories currently qualified pursuant to ORS 295.001 to 295.108. Unless a depository has entered into the agreement described in ORS 295.008 (2)(b) and has deposited securities pursuant to ORS 295.015 (1), the public official may not have on deposit in any one depository and branches of the depository a sum in excess of:

(a) The amount insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund; or

(b) For any amount over the amount insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, the amount insured or guaranteed by private deposit insurance or a deposit guaranty bond issued by an insurance company rated A- or better by a recognized insurance rating service.

(2) Compliance with ORS 295.001 to 295.108 relieves the public official of personal liability for the loss of the public funds in the public official's custody or control.

West's Oregon Revised Statutes Annotated
Title 28. Public Financial Administration
Chapter 295. Depositories of Public Funds and Securities (Refs & Annos)

O.R.S. § 295.002

Formerly cited as OR ST § 295.025

295.002. Retention of cash working fund by public official

Currentness

(1) A public official may retain undeposited such reasonable cash working fund as is fixed by the governing body of the political subdivision or public corporation for which the public official acts. Except to the extent of the cash working fund, a public official shall deposit public funds in the public official's custody or control in one or more depositories currently qualified pursuant to [ORS 295.001](#) to [295.108](#). Unless a depository has entered into the agreement described in [ORS 295.008 \(2\)\(b\)](#) and has deposited securities pursuant to [ORS 295.015 \(1\)](#), the public official may not have on deposit in any one depository and branches of the depository a sum in excess of:

(a) The amount insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund; or

(b) For any amount over the amount insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, the amount insured or guaranteed by private deposit insurance or a deposit guaranty bond issued by an insurance company rated A- or better by a recognized insurance rating service.

(2) Compliance with [ORS 295.001](#) to [295.108](#) relieves the public official of personal liability for the loss of the public funds in the public official's custody or control.

Credits

Renumbered from 295.025 in 2007 by the Legislative Counsel. Amended by [Laws 2010, c. 101 \(1st Sp. Sess.\)](#), § 2, eff. March 29, 2010, operative Jan. 1, 2013.

O. R. S. § 295.002, OR ST § 295.002

Current through laws enacted in the 2018 Regular Session and 2018 Special Session of the 79th Legislative Assembly; ballot measures approved and rejected at the Nov. 6, 2018 general election; and emergency legislation, effective through September 29, 2019, through Chapter 376, enacted during the 2019 Regular Session of the 80th Legislative Assembly, which adjourned sine die June 30, 2019, pending classification of undesignated material and text revision by the Oregon Reviser. See ORS 173.160. Non-legislative changes made by the Legislative Counsel Committee, consisting of codifications, rennumbers, and other non-legislative revisions, have been incorporated.



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

(For BOC Use)
Item #
6d

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

Presenter at BOC: Carla McLane
Department: Planning Department
Short Title of Agenda Item:

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: 10-16-2019

(No acronyms please) **Code Enforcement Task Force
Report**

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: 30 to 45 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Carla McLane

10142019

Department Director

Required for all BOC meetings

DATE

[Signature]

10/14/19

Administrator

Required for all BOC meetings

DATE

County Counsel

*Required for all legal documents

DATE

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):

Please see attached.

2. FISCAL IMPACT:

This is briefly discussed within the Report.

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

It is anticipated that any discussion on October 16 would be preliminary. And motions, at this point, would be difficult to anticipate.

☒ Attach additional background documentation as needed.

Code Enforcement Task Force Report

The Code Enforcement Task Force, approved by the Board of Commissioners in June 2019, was created to "become familiar with the various Ordinances to be enforced, create a communications network, become familiar with each person's role in the Code Enforcement process, and identify any challenges or necessary issues to be resolved." Over the course of three months a total of three meetings were held: August 27, September 23 and October 3, 2019. Task force members included: Carla McLane, Shambra Cooper, Glenn McIntire, Oscar Madrigal, Nathen Braun, John Bowles, Ken Matlack, Joe Fiumara, Dave Pranger, Shelley Wight, Sandi Pointer, Ann Spicer, Rich Tovey and Commissioner Don Russell. Terry Harper and Karmen Carlson also attended the meetings.

The following outlines various recommendations and outcomes from the discussion of the Task Force members.

PURPOSE:

As outlined in the Code Enforcement Ordinance, "the purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance."

During discussion it was suggested to add the following factors to this purpose statement: livability, compliance and consistency. This will require an amendment to the Code Enforcement Ordinance, a recognized outcome of the Task Force process.

There was also significant conversation about the various aspects of Code Enforcement. While the past year has seen a focus on the number of recreational vehicles and cars, other areas of concern include mismanagement of waste water, uninhabitable buildings including homes, implementation of the new environmental health measures, and how to deal with business operations in residential areas of the county. There was also an acknowledgment that when the Code Enforcement Ordinance was first consolidated in 2009 there was not an effort to create an implementation process; it was adopted with the expectation that the Code Enforcement Officer would 'go forth and conquer' without identifying the 'implementation team' that would support them. To address that defined need a communications network was discussed.

MULTI-DISCIPLINARY TEAM AND COMMUNICATIONS NETWORK:

A Multi-Disciplinary Team, or MDT, was identified as both a communications network and a mechanism that would identify the necessary individuals with the specific expertise to address the variety of issues encountered while in the field and included within the Code Enforcement Ordinance. Many of the individuals involved with the Task Force would make up the MDT, bringing to the table expertise in weeds, public health, environmental health, building codes and planning. While the details need to be refined this is an action that is quickly achievable and would not necessarily require any changes to the Code Enforcement or other Ordinance(s). There may be benefit in identifying the MDT within the Code Enforcement Ordinance as part of the discussion of Jurisdiction or Enforcement Procedures.

STAFFING LEVEL:

There was consensus that the Code Enforcement Officer should be a full time dedicated employee. This would require Board approval and work by the responsible department to

request the needed Full Time Equivalent, or FTE, through the approved county process starting in this month to be in place for fiscal year 2020-2021, or earlier if supported and approved by the Board.

RESPONSIBLE DEPARTMENT:

While it was agreed that a full FTE needs to be dedicated, there was not agreement on where the Code Enforcement Officer should be housed. The majority of the Task Force members identified Planning as the appropriate location; the Sheriff held his staff to a single vote which he cast in favor of the FTE being placed within the Sheriff's Office. Currently the Sheriff's Office has a ½ FTE dedicated to Code Enforcement, however other priorities are addressed ahead of Code Enforcement issues. This would be additional FTE to the Planning Department; the Sheriff also indicated that he would expect an additional FTE to implement the program.

Working with Karmen Carlson, Human Resources Director, a job description for a Code Enforcement Officer housed within the City of Pasco Community and Economic Development Department was identified. With minor changes it could accommodate the position as envisioned by the Task Force. Further review by Karmen using the County's JobMeas Program the cost per year of a FTE would start at just under \$88,000. This is contrasted by the cost of a deputy with comparable certifications and experience as the incumbent, Oscar Madrigal, of \$92,500. Attached is the City of Pasco job description as well as the Cost Per Year analysis provided by Human Resources of the two options.

There are other considerations, fiscal or otherwise, of enhancing the current Code Enforcement program. Training, certifications, office space and equipment, along with a vehicle should all be considered as program enhancements are evaluated. There may be other options that could be considered for how additional program focus is achieved, while maintaining programmatic costs.

JOB DESCRIPTIONS AND CONTRACTS:

The employees identified as part of the MDT should have their responsibility outlined either as part of their job description when a county employee or as part of the agreement that is in place for their services to be accomplished within Morrow County (Building Permit Program and programs through Umatilla County Public Health). This would need to be accomplished cooperatively with the department assigned responsibility for Code Enforcement, Human Resources, and the departments that have employees or contracts with Code Enforcement responsibility (Public Health or Public Works as examples).

POLICY AND PROCEDURE DEVELOPMENT:

An activity of the Code Enforcement Officer and the responsible department needs to be to create the necessary policies and implementing procedures to assure the ongoing success of the Code Enforcement program in Morrow County. Development of policies and procedures should be drawn from the current Code Enforcement Ordinance. This would include maintenance of the Code Enforcement Ordinance and input into changes needed in other applicable land use, solid waste and nuisance ordinances. This responsibility should be incorporated into the job description of the Code Enforcement Officer

ENFORCEMENT PRIORITIES:

The current policy of a complaint driven system was discussed at length. While there is concern with such a system it is also difficult to envision current or even proposed staffing levels to effectively address the level of violations across the county. A prioritization process would need

to be developed and supported, best driven by concerns with health, safety and welfare. Compliance, consistency and livability need to also be considered as discussed earlier in relation to the Purpose of the program.

Over the course of the three meetings a number of areas of concern were identified that could become priority issues for Code Enforcement going forward. Those include the number of vehicles and use of recreational vehicles. Other items discussed included:

- Who should be held accountable, the land owner or renter. This could differ based on the program and any statutory limitations or requirements.
- Animal density has not been discussed as a historical and continuing area of violation. It was suggested that the Sheriff's Office may have a better view of this activity.
- We need to close the circle with the communication process. The Code Enforcement Ordinance has a restriction on limiting development permits when there is active (or even lingering) code enforcement action. If Planning does not have access to information this may be overlooked, allowing for development when there are active violations on the subject property.
- The role of County Counsel needs to be better understood over time.

SUMMARY:

There was agreement that communication networks need to be created and used in support of the Code Enforcement program. The end result of more investment in the Code Enforcement program should be an improvement in county livability.



CITY OF PASCO - Position Description

July - 2017

JOB TITLE:	Code Enforcement Officer
DEPARTMENT:	Community & Economic Development - Inspection Services
CLASSIFICATION:	Non-Exempt
REPORTS TO:	Inspection Services Manager
SUPERVISES:	None

SUMMARY OF POSITION

Enforces a variety of municipal codes pertaining to land use, buildings, housing conditions, nuisances, and various related issues by performing field inspections and responding to public complaints.

ESSENTIAL JOB FUNCTIONS

- Monitors activities in the public and private sector of the City to assure compliance with municipal codes.
- Investigates citizen complaints, inspects physical premises for violations, takes photographs, and issues citations.
- Determines corrective actions to be taken.
- Establishes compliance timeframes, zoning, sign code violations, and issues courtesy notices.
- Meets with business owners, developers, or residents to inform them of violations and discrepancies.
- Explains and interprets codes and communicates solutions.
- Re-inspects violation areas after the established period to determine if violations have been corrected; discusses with property owner the reason for continued violation. May be required to attend Code Enforcement Board meetings to explain in detail violation issues.
- Answers general questions regarding zoning, subdivisions, variances, building, fire, and other similar regulations. Directs more technical question posed to the appropriate staff.

OTHER JOB FUNCTIONS

- Ensures all businesses are maintaining current and proper licenses. Inspects physical premises for compliance within the limitations of the issued licenses.
- Keeps records, prepares monthly activity reports, special reports, and conducts door-to-door surveys.
- Acts as a liaison between City and City's solid waste contractor in cases of missed collection and other problems.
- Performs other related duties as assigned.

WORKING CONDITIONS

Duties are primarily performed in an office environment and in the field during code enforcement investigations, inspections and patrol.

ENVIRONMENT: Duties involve exposure to varying and extreme weather conditions when conducting field work.

MINIMUM QUALIFICATIONS - *The minimum amount of knowledge and ability required to be hired into the job.*

Knowledge of:

- Pasco municipal codes regarding nuisances, zoning, housing standards, signing, and other community development related codes.
- Code compliance methods and inspection techniques.
- Zoning, land use, and design/construction practices.
- Building design and materials used in within the construction phase.
- Housing and Urban Development's rehabilitation regulations.

Ability to:

- Work independently with minimal supervision.
- Analyze and interpret complex code enforcement problems and uniformly apply codes and regulations.
- Read, understand, and interpret architectural site plans, construction specifications, land descriptions, City codes and related statutes.

- Explain complex government codes and regulations to the general public, professionals, and other agencies.
- Learn and utilize computer programs and handheld devices (e.g., I-Pad or tablet).
- Deal courteously, tactfully, and firmly with the public in matters of compliance with codes and regulations.
- Prepare and maintain accurate records and files.
- Convey ideas and information effectively.
- Establish and maintain effective working relationships with a variety of people relating to nuisance violations, the court system, and the general public.
- Perform the essential functions of the job.

EDUCATION & EXPERIENCE - Any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job.

- High school diploma or G.E.D.
- Two (2) years of construction office or municipal government experience in code enforcement or related field.

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS - Certain licenses and certificates, if required, may be acquired on the job as agreed upon by the City and employee.

- Valid Washington State driver license.
- AACE/ICC Certified Zoning Enforcement Officer. (Must be acquired within six months of hire.)
- AACE/ICC Certified Property Maintenance & Housing Inspector. (Must be acquired within six months of hire.)

REVIEWED BY: *Department Director*

DATE

REVIEWED BY: *Human Resources Manager*

DATE

APPROVED BY: *City Manager*

DATE

12A

1. FTE FY 19-20	
YR.SALARY	\$46,164.00
HEALTH&DENTAL FAMILY	\$24,817.56
FICA	\$2,862.17
RETIRE	\$11,448.67
UNEMP	\$568.40
DISAB.	\$62.00
LIFE	\$52.00
W.C. 7720	\$1,218.73
MEDICARE	\$669.38
LIFE FLIGHT	\$50.00
TOTAL	\$41,748.91
OVERHEAD	\$20.07
AVG HR COST	\$22.19
TOTAL COST PER HR	\$42.27
COST PER YEAR	\$87,912.91
10/9/2019	

1 FTE within Planning

DEPUTY B4	
1. FTE FY 19-20	
YR. SALARY	\$56,028.00
HEALTH&DENTAL TEAMSTERS	\$16,091.04
FICA	\$3,473.74
RETIRE	\$13,894.94
UNEMP	\$568.40
DISAB.	\$62.00
LIFE	\$52.00
W.C. 7720	\$1,479.14
MEDICARE	\$812.41
LIFE FLIGHT	\$50.00
TOTAL	\$36,483.67
OVERHEAD	\$17.54
AVG HR COST	\$26.94
TOTAL COST PER HR	\$44.48
COST PER YEAR	\$92,511.67
	10/9/2019

1 FTE within the Sheriff's Office



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

(For BOC Use)
Item #
6e

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

Presenter at BOC: Carla McLane

Department: Planning

Short Title of Agenda Item:

(No acronyms please)

Phone Number (Ext): 541-922-4624 or (5505)

Requested Agenda Date: 10-16-2019

Request for Proposals (RFP)

Port of Morrow Interchange Area Management Plan

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **TBD**

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount: **\$15,000 (\$5,000 from MC)**

Budget Line: **237-115-5-20-3231**

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

Reviewed By:

Carla McLane

10112019

Department Director

Required for all BOC meetings

DATE

10/14/19

Administrator

Required for all BOC meetings

DATE

County Counsel

*Required for all legal documents

DATE

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):

Representatives from the Port of Morrow, City of Boardman, Morrow County and the Oregon Department of Transportation (ODOT) have been meeting for several months discussing the current challenges of the Port of Morrow Interchange and how the currently adopted Interchange Area Management Plan (IAMP) is applicable. It has been determined that the IAMP does need to be updated as it does not anticipate the types of changes to the Interchange infrastructure that are being contemplated to address current queuing concerns.

On September 13, 2019, the Intergovernmental Agreement to achieve the needed IAMP update was fully executed by the four partner entities (see attached). This paved the way to complete the Request for Proposals (RFP) (also attached) to address the planning necessary to update the in place IAMP, adding opportunities for improvements on the north side of the Interchange and possibly add refinements for the loop roads on the south side of the Interchange.

The RFP was approved by ODOT with a final review by the other partners and is ready to be distributed to various consultants and planners soliciting responses. You have seen previous drafts of this RFP.

2. FISCAL IMPACT:

\$5,000 as the county share of the anticipated cost of the IAMP update.
The Building Permit Fund is the source for the committed funds.

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

"I move approval of the Request for Proposals (RFP) to update the Port of Morrow Interchange Area Management Plan, originally adopted in November 2011, and authorize the Planning Department to initiate the process as outlined in the RFP."

☒ Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
MORROW COUNTY, CITY OF BOARDMAN, THE PORT OF MORROW
AND THE OREGON DEPARTMENT OF TRANSPORTATION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the City of Boardman, the Port of Morrow, and the Oregon Department of Transportation (ODOT), hereafter referred to as the "Partners." This Intergovernmental Agreement (IGA) is for the purpose of doing the necessary planning work to complete an update to the Port of Morrow (POM) Interchange Area Management Plan (IAMP). Each party to this agreement has the following common objectives:

- Complete an update to the POM IAMP which was originally adopted by both the City of Boardman and Morrow County in November 2011.
- Assure that the completed IAMP update meets the necessary ODOT standards to assure that the improvement alternatives and the selected project(s) will address current operational concerns with the Interchange.
- Assure that the selected project(s) can be accomplished timely.

The Partners desire to create an intergovernmental entity, the Project Management Team, which will support the Morrow County Planning Director in the oversight of the contract for the IAMP Update.

WHEREAS, each of the Partners to this agreement has authority to perform the functions, duties, and responsibilities set out in this agreement itself or by agreement with other parties;

WHEREAS, the Community Partners to this agreement wish to enter into an intergovernmental agreement to cooperatively engage in a POM IAMP Update to the mutual benefit of all.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose: This IGA establishes and forms a four jurisdictional entity to be known as the POM IAMP Project Management Team, hereinafter known as the PMT. The PMT will assist in the oversight of the POM IAMP Update.

2. Effective Date: This agreement shall be effective when fully executed by all parties.

3. Funding: Each of the Partners has agreed to support the POM IAMP Update with funding as follows:

Morrow County	\$ 5,000
City of Boardman	\$ 5,000
Port of Morrow	\$ 5,000

The total cost of the project will be finalized when the consultant team is identified and contracts are completed. The intent of the PMT is to not have the total cost of the POM IAMP Update to exceed the amount available of \$15,000.

4. Term: This IGA shall be in effect for the life of the project, expected to be no later than December 31, 2020. To account for any project delays the IGA shall remain effective until completion of the project.

5. Termination and Dissolution: This agreement may be terminated, in writing, by mutual consent of all the Partners prior to conclusion of the project. At the conclusion of the project the IGA is terminated and the PMT is dissolved.

6. Withdrawal: If a party to this IGA withdraws prior to dissolution, that party shall not be entitled to any reimbursement of funds nor to any remaining work products.

7. Modifications: No modification of the IGA shall be effective unless and until it is made in writing and signed by all parties.

8. Hold Harmless: Each of the Partners shall be solely responsible for any liability incurred by that Partner. To the extent possible each Partner shall hold the others harmless, and indemnify and defend the others from any and all liability.

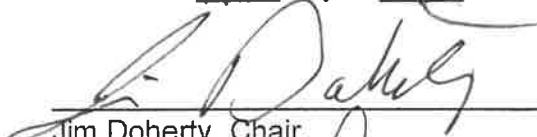
9. Severance: If any aspect of this agreement shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

10. Contract Execution in Counterparts: This IGA shall be comprised of four separate original documents, identical but for the signature blocks. The governing body of each Partner shall execute and date one of the separate original documents. This IGA shall be final upon the date of the last signature. Morrow County shall compile the four original documents in to one document. From that time forward this compilation shall be considered the original IGA. Morrow County shall provide a full copy of this document to each of the other Partners and shall maintain the original in its records.

Now therefore, the Partners enter into this IGA.

Morrow County Board of Commissioners


Dated this 11th day of Sept., 2019.



Jim Doherty, Chair



Melissa Lindsay, Commissioner



Don Russell, Commissioner

Approve as to Form:



County Counsel

City of Boardman

Dated this 3 day of Sept. 2019.


Sandy Toms, Mayor

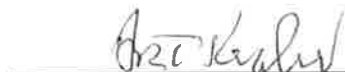

Brandon Hammond, Council President


Katy Norton, Council Member

Vacant, Council Member


Roy Drago, Jr. Council Member


David Jones, Council Member


Art Kegler, Council Member

Port of Morrow

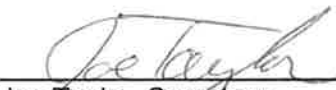
Dated this 11th day of Sept 2019.



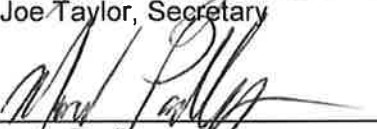
Jerry Healy, President



Rick Stokoe, Vice-President



Joe Taylor, Secretary




Marv Padberg, Commissioner



John Murray, Commissioner

Oregon Department of Transportation

Dated this 13th day of September 2019.

A handwritten signature in dark ink, appearing to read "Daniel Fine", written over a horizontal line.

Daniel Fine, ODOT Region 5 Traffic/Roadway Manager

TBD

Morrow County
City of Boardman
Port of Morrow
&
Oregon Department of Transportation

Request for Proposals

October 16, 2019

Morrow County
Planning Department
Post Office Box 40
Irrigon, OR 97844



PROJECT OVERVIEW

Morrow County and their partners are requesting proposals from qualified consultants to complete an update to the Port of Morrow Interchange Area Management Plan, originally adopted in November 2011.

The Morrow County Planning Director will serve as the local project manager to coordinate the partners, the process and intergovernmental discussions so that planning and policy stay linked through completion of the project and beyond.

The project is anticipated to start approximately December 1, 2019 and conclude no later than December 31, 2020.

PROPOSALS AND SELECTION PROCESS

Five copies of the proposals, clearly marked "Port of Morrow Interchange Area Management Plan Update," along with an electronic copy on a thumb (USB) drive, must be received by 4:00 p.m. on November 22, 2019 at the following mailing address:

Carla McLane
Planning Director
205 Third Street NE
Post Office Box 40
Irrigon, Oregon 97840
541-922-4624
cmclane@co.morrow.or.us

COLLABORATION WITH STAFF/COMMUNITY PROCESS

Project staff will collaborate with the consultant to provide available existing mapping and data, including current and historical maps and aerial photos. The County has available some Geographic Information System database layers of land use and zone designations. It is recommended that before submitting a proposal, any consultant understand the County's information limitations, and to contact Stephen Wrecsics, Morrow County GIS Planning Technician, to discuss how this information can be used.

The Morrow County Planning Director, in conjunction with the partner representatives, shall serve as the Project Management Team (PMT). Consultant shall work in partnership with the PMT, which has the responsibility of guiding the project and review of products through the various project stages.

This project will also utilize a Technical Advisory Committee (TAC) to review work products and make recommendations to Morrow County and our partners through the project and at the adoption stage. The TAC is comprised of the PMT along with other technical representatives. A Public Advisory Committee (PAC) will also be utilized drawing from local property owners, port business representatives, and others. The Consultant shall hold an initial meeting with the PMT, TAC and PAC to kick off and present an overview of the project, including time lines.

The consultant shall be expected to participate in meetings with County and partners. Consultant will be responsible for presenting the final product. Staff shall be responsible for preparation of any required DLCD Notices for Plan Amendments.

GOALS AND OBJECTIVES

The Port of Morrow continues to grow and describes the growth in the 2017 Economic Impact Analysis released on December 12, 2017. Permanent employment is calculated at just shy of 8,500 jobs with an economic output of \$2.77 billion. Visible signs of this growth have come in the form of new and expanding data center development along with growth in the food processing industry.

This growth has put pressure on the Port of Morrow Interchange. In order to respond to this growth and development-related issues and to plan for the future, Morrow County and our partners are seeking an update to the 2011 Port of Morrow (POM) Interchange Area Management Plan (IAMP), incorporating options to address stacking and turning issues predominately on the northern side of the interchange. Any update to the POM IAMP will need to meet certain local and ODOT standards.

SCOPE OF WORK

All products must be produced in hard copies as well as electronic files, including database, spreadsheet and GIS. All electronic documentation must be compatible with Microsoft Office products and ARCGIS.

A. Complete the POM IAMP Update as follows (December 1, 2019- June 30, 2020): **Step 1:** Initiate the project with a Kick Off meeting of the PMT, TAC and PAC.

Complete an analysis of the current POM IAMP to determine necessary revisions to the figures and tables to be included in the Plan update. Consultant shall obtain peak period (AM and PM peak) traffic counts provided by ODOT and evaluate the proposed lane geometry at the intersections of:

- Laurel Road and Eastbound I-84 Ramps
- Laurel Road and Westbound I-84 Ramps
- Laurel Road and Columbia Blvd.

Operational analysis must include:

- V/C ratio
- Level of Service (LOS)
- Turning movements shown in figures
- 95th percentile queues.

Consultant shall summarize non-motorized transportation movements provided by ODOT for all count locations. Summary must include:

- Volume
- Type
- Direction

Consultant shall obtain 5 years of the most recent crash data from ODOT highlighting collisions for all modes, including time of day, crash type, crash severity, crash

cause/factors, collision type and reported location. Consultant shall compile all information into a report summarizing crash severity, crash locations and crash frequency. Consultant shall identify hot spots of safety issues and propose a list of potential mitigations to address the issues.

Consultant shall discuss general issues with freight movements, including congestion, roadway geometrics, and potential new generators.

Based on the analysis, Consultant shall prepare a summary of existing transportation system deficiencies in the Project study area. Data must be presented in tabular and mapped formats and include narrative.

Deliverables: Consultant shall complete the existing conditions technical memorandum, distributing to the PMT, TAC and PAC. Consultant shall hold a meeting to review the existing conditions memorandum.

Step 2: Consultant shall develop future (year 2040) traffic volume forecasts for the Plan update. Using existing and future traffic volumes, Consultant shall evaluate capacity at each of the 3 intersections during both AM and PM peak periods. Vehicle queuing shall also be evaluated to determine appropriate storage for turn lanes.

Consultant shall apply the 2010 Highway Capacity Methodology to perform level of service analysis for the 3 intersections. Consultant shall perform a 95th percentile queuing analysis using SimTraffic or VISSIM. Consultant shall provide an excel table showing the intersection volumes and V/C utilizing Synchro and SimTraffic or VISSIM. Consultant shall also, using linear interpolation, calculate the year each intersection does not meet the Highway Design Manual design life V/C.

Deliverables: Complete future conditions technical memorandum, distributing to the PMT, TAC and PAC.

Step 3: Generate concept development and analysis. Based on previous tasks, Consultant shall develop and evaluate proposed strategies to address each identified deficiency that is not already identified in the current POM IAMP.

Consultant shall consult with ODOT to ensure that new strategies affecting the I-84 and the POM interchange comply with agency standards. Strategies must be compliant with the Transportation Planning Rule (TPR) and Oregon Highway Plan (OHP).

Strategies must not be limited to construction projects, but must consider access management on all appropriate facilities, multiple modes, potential land use changes and Transportation Demand Management (TDM) recommendations.

Consultant shall use the Highway Safety Manual predictive methodology to assess the preferred alternative's ability to improve safety conditions on the local system for all modes (not on the freeway) at intersections changing with the build alternatives.

Deliverables: Complete technical memorandum, delivering to the PMT, TAC and PAC. Hold a meeting to discuss the future conditions technical memorandum and the concept development and analysis technical memorandum.

Step 4: Consultant shall prepare a draft memorandum summarizing the results of the findings. Consultant shall prepare a final memorandum based on draft review comments from the PMT. The memorandum must include the following sections:

- Project Purpose
- Analysis of the most recent 5-year crash history
- Crash rate for the Project section
- Identification of the top 10% SPIS sites
- Identification of the Functional Classification of the highway in accordance with the Oregon Highway Plan and Highway Design Manual
- List the Posted Speeds
- Provide the Annual Average Daily Traffic Volume (AADT) for Current Year and Design Year
- Provide the Truck Percentage

Complete amended Interchange Area Management Plan and other needed Plan components. Present to PMT, TAC and PAC. Consultant shall hold a meeting to discuss the final Plan documents

Step 5: Provide adoption ready materials to the PMT.

PAYMENT SCHEDULE

Develop a requested payment schedule showing the number, timing, and amount of interim and final payments. Relate interim payments to products, if applicable. The payment schedule should include a reasonable number of payments.

PROJECT PARTNERS

The project partners are Morrow County, the City of Boardman, the Port of Morrow and the Oregon Department of Transportation.

COSTS INCURRED

Morrow County and our partners are not liable for any costs incurred by the consultant in the preparation or presentation of the proposal or interview, if one is needed.

PROPOSAL FORMAT

The County requests that the Consultant respond to specific criteria that will facilitate proposal evaluation. The specific criteria are presented below. The criteria need not be presented on separate pages.

A. Introductory Letter

The letter shall name the person(s) authorized to represent the Consultant in any negotiations and name of the person(s) authorized to sign any contract, which may result. The letter shall indicate the insurance carried by the Consultant and be signed by an authorized representative of the Consultant.

B. Consultant's Capabilities

This criterion relates to the firm's capabilities and resources in relation to this project.

- Are resources available to perform the work for the duration of the project?
- What similar projects by type and location have been performed within the last three years?
- Has the firm done similar projects with other government agencies?
- Internal procedures and/or policies associated or related to work quality and cost control.

C. Project Team

This criterion relates to the project manager, key staff and sub-consultants. The basic question is how well the team's qualifications and experience relate to this specific project? Identify the project team in a matrix, to include number of hours by project manager on this project.

D. Please Include Information On:

Project principal experience on similar projects.
Extent of principal involvement.
Names of team members who will be performing the work on this project and their responsibilities.
Identity of project manager and his/her experience on similar projects.
Experience of key staff.
Unique qualifications.
Project team experience on similar projects.
Describe how the team's expertise covers all phases of the project.
Timeliness of delivery of services.
References from successfully completed projects managed by the contractor.
Utilization of locally procured goods, services, or personnel (as applicable).
Other services provided by the contractor not specifically listed in this RFP.
Total cost to the County.

E. Project Understanding

This criterion relates to whether the Consultant has a clear understanding of the project.

F. Project Approach

This criterion is the heart of the response and deals with the Consultant's ability to clearly define the action to be taken to deal with the objectives and problems outlined in the scope of work. It should include the proposed design outline and schedule that indicate tasks, milestones, and staff assignments.

The Consultant shall include an estimated fee for services to be used by the County for budgetary purposes. The fee estimate will not be used as an evaluation criterion.

G. Support Information

Support information must be limited to that which is pertinent to the proposal. Material must include references and may include graphs, charts, photos, resumes, certificates, etc.

PROPOSAL REVIEW, EVALUATION, AND SELECTION

Review

Morrow County and our partners will select a proposal and Morrow County will award a contract to the consultant whose proposal would be most advantageous to the PMT. The County and partners will evaluate proposals and decide on those people to be interviewed. A selected committee will evaluate applicants, rank the proposals, and make recommendations to the County within two weeks of the submittal date. The County has the right to require any clarification or change it needs to understand the Consultant's approach to the project and view of the work scope.

Evaluation and Selection

Each proposal will be limited in length and judged as a demonstration of the Consultant's capabilities and understanding of the project. No amendments, additions or alternates shall be accepted after the submittal deadline. Incomplete submittals, incorrect information or late submittals will be disqualified. Evaluation criteria, maximum points and page limitations (one page is considered to measure 8 1/2" x 11") will be as follows:

Proposal Format and Evaluation Criteria Page Limitations and Maximum Points

Contents	Max.# Pages	Max. Points
Introductory Letter	1	5
Firm's Capabilities	1	20
Project Team	2	15
Project Understanding	1	20
Project Approach	2	25
Budget Breakdown	1	10
Support Information	2	5
TOTAL	10	100

CONTRACT REQUIREMENTS

The successful Consultant shall enter into a Personal Services Contract with Morrow County. Payment for contract services will be made not more than monthly, upon receipt of the Consultant's billing statement, for work done to date, in accordance with the contract. The invoice shall include a summary of progress through the billing date. All billings will be processed through the County project manager.

Morrow County nor our Partners will be liable for any pre-contractual expenses incurred. The County reserves the right to negotiate special requirements and service levels using the selected qualification(s) as a basis. Compensation for additional services will be negotiable.

The selected firm must agree to indemnify, hold harmless and defend the County and our Partners from any and all liability or loss resulting from any suites, claims or actions brought against the County or our Partners which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

All documents, records, designs and specifications developed by the selected firm with regard to this project shall be the property of the County and our Partners. Additionally, all responses to this RFP become the property of the County and our Partners.

Any questions regarding this RFP should be directed to Carla McLane, Planning Director, Morrow County Planning Department at 541-922-4624 or cmclane@co.morrow.or.us.

Juvenile Department Quarterly Report to the Board of County Commissioners (Quarter 1, 2019-2020)

Year: 2019-2020
Director: Christy Kenny

Last Quarter: (July 1, 2019-September 30, 2019)
Report Date: October 9, 2019

Referral Stats: (Youth/Referrals)

Quarter: #1	Kids	22	Referrals	51 (27 runaways same kid)
Quarter: #2	Kids	20	Referrals	21
Quarter: #3	Kids	11	Referrals	24
Quarter: #4	Kids	16	Referrals	26

Quarter: #1	Kids	14	Referrals	20
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Year (7/1/18-6/30/19) Kids	61	Referrals	113
Year (7/1/17-6/30/18) Kids	77	Referrals	96
Year (7/1/16-6/30/17) Kids	54	Referrals	61
Year (7/1/15-6/30/16) Kids	86	Referrals	96
Year (7/1/14-6/30/15) Kids	62	Referrals	78
Year (7/1/13-6/30/14) Kids	68	Referrals	85
Year (7/1/12-6/30/13) Kids	71	Referrals	79
Year (7/1/11-6/30/12) Kids	91	Referrals	116
Year (7/1/10-6/30/11) Kids	96	Referrals	123

Detention Stats:

@ \$180.00 per day

Quarter: #1	New Admits	4	New Law	2	PV/CR	2
Quarter: #2	New Admits	2	New Law	2	PV/CR	0
Quarter: #3	New Admits	1	New Law	1	PV/CR	1
Quarter: #4	New Admits	0	New Law	0	PV/CR	1

Quarter: #1	New Admits	4 (1 kid x2)	New Law	3	PV/CR	1
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Total Detention Admissions (All Reasons)

2018-2019	8
2017-2018	9
2016-2017	9
2015-2016	13
2014-2015	15
2013-2014	16
2012-2013	15
2011-2012	14

Length of Stay by Quarter

Quarter: #1	10
Quarter: #2	8
Quarter: #3	16 (YCF Commit)
Quarter: #4	3

Quarter: #1 35 days (higher than normal due to 2 DHS kids unable to find a placement)

Length of Stay 2018-2019	37 days served (Not counting CEOJJC YCC Referrals)
Length of Stay 2017-2018	157 days served (Not counting CEOJJC YCC Referrals)
Length of Stay 2016-2017	265 days served Record High
Length of Stay 2015-2016	189 days served
Length of Stay 2014-2015	159 days served

Updates/Notes

Christy started as the new Juvenile Department Director on September 3, 2019.

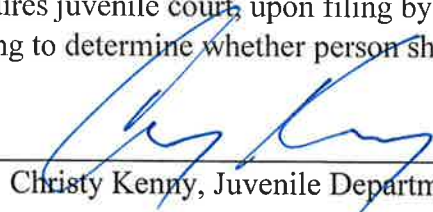
Sherry applied for JCP (Juvenile Crime Prevention) funds through the Youth Development Council and Oregon Department of Education that would give the county \$60,000 over the biennium to be applied to prevention programs within the county. These funds aim to help youth access services before entering the justice system in hopes to reduce risk and diverting them from ever receiving a legal referral.

The juvenile department is developing a plan on how to utilize those JCP funds to bridge any gaps that may currently exist and to continue to identify and target youth with risk factors. We have also met with school administration and the SRO's (School Resource Officers) to work collaboratively on identifying these youth at risk and working towards engaging them in county resources. We also continue to work with all community partners to build relationships and work toward achieving the common goal of helping youth and families in the community.

LeAnn attended the SRO conference in July and brought back some great information regarding youth who are "using in plain sight." This information provided tools on how to identify those youth who may be hiding their use of substances and/or paraphernalia and ways to identify those early enough in hopes to address those risk factors.

Oregon Senate Bill 1008 was signed into law by Governor Kate Brown on July 22, 2019. Senate Bill 1008 creates new standards when serious juvenile offenders are eligible for release, and eliminates mandatory adult prosecution for certain offenses committed when person charged is 15, 16 or 17 years of age at time of offense. Requires juvenile court, upon filing by state, a motion requesting a waiver hearing, to hold hearing to determine whether person should be prosecuted as adult.

Respectfully submitted by:


Christy Kenny, Juvenile Department Director

00057 - Allegation Report by Referral Received Date

Original Referral County: **Morrow**
 Start Date: **07/01/2019**
 End Date: **09/30/2019**

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Criminal</u>														
Person														
Assault	1		0	1	0	0	1	0	0	0	0	0	0	1
Total	1		0	1	0	0	1	0	0	0	0	0	0	1
Property														
Criminal Mischief	1		0	1	0	1	0	0	0	0	0	0	1	0
Theft	9		0	9	0	1	5	3	0	0	1	0	2	6
Total	10		0	10	0	2	5	3	0	0	1	0	3	6
Public Order														
Disorderly Conduct	2		0	2	0	2	0	0	0	0	0	0	2	0
Harassment	3		2	1	0	0	2	1	0	0	0	0	1	2
Weapons	1		0	1	0	0	0	1	0	0	1	0	0	0
Total	6		2	4	0	2	2	2	0	0	1	0	3	2
Criminal Other														
Criminal Other	5		0	5	0	0	3	2	0	0	0	0	1	4
Total	5		0	5	0	0	3	2	0	0	0	0	1	4
<u>Total Criminal</u>	22		2	20	0	4	11	7	0	0	2	0	7	13
%		71.0%	9.1%	90.9	0.0	18.2	50.0	31.8	0.0	0.0	9.1	0.0	31.8	59.1
<u>Non-Criminal</u>														
Alcohol/MIP														
Alcohol/MIP	3		0	3	0	0	2	1	0	0	0	0	0	3
Total	3		0	3	0	0	2	1	0	0	0	0	0	3
Marijuana Offenses														
Marijuana Offenses	3		0	3	0	0	2	1	0	0	0	0	0	3
Total	3		0	3	0	0	2	1	0	0	0	0	0	3
Motor Vehicle														
Motor Vehicle	3		0	3	0	0	3	0	0	0	0	0	2	1
Total	3		0	3	0	0	3	0	0	0	0	0	2	1
<u>Total Non-Criminal</u>	9		0	9	0	0	7	2	0	0	0	0	2	7
%		29.0%	0.0%	100.0	0.0	0.0	77.8	22.2	0.0	0.0	0.0	0.0	22.2	77.8
Totals Allegations	31		2	29	0	4	18	9	0	0	2	0	9	20
%			6.5%	93.5	0.0	12.9	58.1	29.0	0.0	0.0	6.5	0.0	29.0	64.5

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

Unduplicated Count of Referrals **20**

Unduplicated Count of Youth **14**

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

ORS Type Code by ORS Class Code

	A	B	C	U	Total Allegations
Felony	0	0	8	0	8
Misdemeanor	6	6	2	0	14
Violation	0	8	0	1	9
Total Allegations	6	14	10	1	31

Crime Group	Total	Gender			Age @ Referral			Race/Ethnicity						
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

ORS Chapter by ORS Type Code

	Felony	Misdemean or	Violation	Total Allegation
Person	0	1	0	1
Property	6	4	0	10
Public Order	0	6	0	6
Criminal Other	2	3	0	5
Alcohol/MIP	0	0	3	3
Marijuana Offenses	0	0	3	3
Motor Vehicle	0	0	3	3
Total Allegations	8	14	9	31

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

The information in this section is the selection/filtering criteria for the report. There is a 250 character limit to this field. If the selection/filtering criteria is larger than 250 characters, go to the Select Expert and click "show formula" and do a screen print.

00058a - Referral Report by Referral Received Date

Original Referral County: **Morrow**
 Start Date: **07/01/2019**
 End Date: **09/30/2019**

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<u>Criminal</u>														
Person														
Assault	1		0	1	0	0	1	0	0	0	0	0	0	1
Total	1		0	1	0	0	1	0	0	0	0	0	0	1
Property														
Criminal Mischief	1		0	1	0	1	0	0	0	0	0	0	1	0
Theft	8		0	8	0	1	4	3	0	0	1	0	2	5
Total	9		0	9	0	2	4	3	0	0	1	0	3	5
Public Order/Firearm/Weapons/Racketeering														
Disorderly Conduct	2		0	2	0	2	0	0	0	0	0	0	2	0
Harassment	3		2	1	0	0	2	1	0	0	0	0	1	2
Total	5		2	3	0	2	2	1	0	0	0	0	3	2
Rules of the Road for Drivers														
Accidents	1		0	1	0	0	1	0	0	0	0	0	1	0
Total	1		0	1	0	0	1	0	0	0	0	0	1	0
<u>Total Criminal</u>	16		2	14	0	4	8	4	0	0	1	0	7	8
%		80.0%	12.5%	87.5	0.0	25.0	50.0	25.0	0.0	0.0	6.3	0.0	43.8	50.0
<u>Non-Criminal</u>														
Cannabis Regulation														
Penalties	3		0	3	0	0	2	1	0	0	0	0	0	3
Total	3		0	3	0	0	2	1	0	0	0	0	0	3
Pedestrians, Passengers, Misc. Vehicles														
Bicycles	1		0	1	0	0	1	0	0	0	0	0	0	1
Total	1		0	1	0	0	1	0	0	0	0	0	0	1
<u>Total Non-Criminal</u>	4		0	4	0	0	3	1	0	0	0	0	0	4
%		20.0%	0.0%	100.0	0.0	0.0	75.0	25.0	0.0	0.0	0.0	0.0	0.0	100.0
Totals Referrals	20		2	18	0	4	11	5	0	0	1	0	7	12
%			10.0%	90.0	0.0	20.0	55.0	25.0	0.0	0.0	5.0	0.0	35.0	60.0

Unduplicated Count of Youth

14

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

ORS Type Code by ORS Class Code

	A	B	C	U	Total Referrals
Felony	0	0	5	0	5
Misdemeanor	4	5	2	0	11
Violation	0	3	0	1	4
Total Referrals	4	8	7	1	20

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

ORS Chapter by ORS Type Code

	Felony	Misdemeanor or	Violation	Total Referrals
Cannabis Regulation	0	0	3	3
Pedestrians, Passengers, Misc. Vehicles	0	0	1	1
Person	0	1	0	1
Property	5	4	0	9
Public Order/Firearm/Weapons/Racketeering	0	5	0	5
Rules of the Road for Drivers	0	1	0	1
Total Referrals	5	11	4	20

Dependency Status Offenses: Not all counties enter dependency status referrals.

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity					
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White

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Detention Episodes for ADP by County of Jurisdiction

EPISODE START DATE	EPISODE CLOSED DATE	DAYS OF EPISODE	EPISODE COUNT	DAYS IN FACILITY	PARM START DATE	PARM END DATE	PARM DAYS IN	PARM DETENTION/YCC/SHELTER
09/18/2019	09/19/2019	1	1	2	07/01/2019	09/30/2019	92	Detention
08/09/2019	08/23/2019	14	1	15	07/01/2019	09/30/2019	92	Detention
08/09/2019	08/23/2019	14	1	15	07/01/2019	09/30/2019	92	Detention
09/14/2019	09/16/2019	2	1	3	07/01/2019	09/30/2019	92	Detention

Detention Episodes for ADP by County of Jurisdiction

CURRENT AGE	AGE AT 1ST DELINQ	SEX	RACE / ETH	CASE STATUS	OPEN DATE	CLOSE DATE	CURRENT COUNTY OF JURISDICTION	FACILITY NAME	ADMIT REASON
15	14	M	White	OPEN	08/09/2019		Morrow	Multnomah	Violation of Conditional Release - 419C.145
15	14	M	White	OPEN	08/09/2019		Morrow	NORCOR	New Law Violation - 419C.145
16	15	M	White	OPEN	08/09/2019		Morrow	NORCOR	New Law Violation - 419C.145
17	14	M	Hispanic	OPEN	09/14/2019		Morrow	NORCOR	New Law Violation - 419C.145



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

(For BOC Use)
Item #
7b

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

Presenter at BOC: Anita Pranger
Department: The Loop Morrow Co Transportation
Short Title of Agenda Item: **Quarterly Report**
(No acronyms please)

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: October 16, 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 checked="" 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 type="checkbox"/> Other |

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Anita Pranger	10-10-2019	Department Director
	DATE	
	10/14/19	Administrator
	DATE	
		County Counsel
	DATE	
		Finance Office
	DATE	
		Human Resources
	DATE	

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

July 1, 2019 Nichole started full time. 19 hours of her salary will continue to come from 5310 discretionary grant and 21 hours and benefits will come from a STIF project. July 16, 2019 Nichole went to training in LaGrande for STF and STIF reporting. Blood Borne Pathogen training for all drivers and office staff was completed in July. This was one of the compliance issues that had to be done. Nichole had a table at the August First Friday event to recruit drivers and do out reach for potential clients. Participated in the Morrow County Fair in August. Nichole helped to man the Fair booth for the County and Anita enjoyed participating in the dunk tank. :) End of August we met with Ken Wilfert of Verizon for GPS units for the vehicles. We were sent tracking units and are in the process of installing them in the vehicles. This is a project that is in the STIF Plan to help with tracking of vehicles. September 15 - 18, 2019 Nichole attended the National Rural Transit Assistant Program Conference in Portland. She thought it was a very good informational conference. She attended a reasonable suspicion class at the conference and obtained a certificate for being able to detect substance usage in drivers. Which will help with the drug and alcohol policy. Anita also went Monday September 16, 2019 to the conference and was a presenter at one of the sessions that was about different agencies working together to accomplish more in transit. The session pertained to the work that was done on the Umatilla/Morrow County Transit Development Strategy Plan.

Region 5 Transit Coordinator, Frank Thomas, discovered that CTUIR, Umatilla County and Morrow County all had a Port of Morrow fixed route in their STIF plans. As per ODOT we now need to have a meeting of the three entities to see what each ones plans are this route so that we do not over lap services. Hoping that in November we will be able to have this meeting so I can move forward with getting this route up running but this all depends on Frank's schedule to get this meeting together.

2. FISCAL IMPACT:

None

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

None

☒ Attach additional background documentation as needed.



MORROW COUNTY SHERIFF

325 Willow View Drive -- P.O. Box 159
Heppner, OR 97836
Phone: (541)676-5317
Fax: (541)676-5577

Kenneth W. Matlack, Sheriff
John A. Bowles, Undersheriff

MEMORANDUM

Morrow County Sheriff's Office

Date: 10-14-2019

To: Morrow County Board of Commissioners

From: John A. Bowles, Undersheriff

Re: 1st. Quarter Emergency Management Report (July-Sept)

Recent activities regarding Morrow County Emergency Management.

1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook (weather, accidents, alerts, warnings, traffic, and preparedness).
2. **July 04/ 2019**, Boardman and Ione Parade and festivities.
3. **July 09/ 2019**, Meeting at UCSO topic Radios and Communications.
4. **July 10/ 2019**, Active Shooter/ Active Threat Presentation (Morrow County Fair Board).
5. **July 16/ 2019**, Columbia Generating Station Quarterly Drill.
6. **July 17/ 2019**, BOC Meeting EM report.
7. **July 17/ 2019**, Be 2 Weeks Ready Training.
8. **July 18/ 2019**, Meeting with Shawn and Bret on VHF and 700 Radios increasing radio coverage.
9. **July 23/ 2019**, Meeting with Homeland Security.
10. **July 24/ 2019**, BOC Meeting 2019 Updated Morrow County Community Wildfire Protection Plan.
11. **July 26/ 2019**, 2019 Eastern Oregon Economic Summit in Hermiston.
12. **July 27/ 2019**, Irrigon Watermelon Festival.
13. **Aug 1/ 2019**, Rankin Lane Anson Wright Fire.
14. **Aug 1/ 2019**, Ione Grass Fire.
15. **Aug 4-13/ 2019**, HK Fire Complex
16. **Aug 6/ 2019**, LEPC Meeting.
17. **Aug 9/ 2019**, Fire Cooperators Meeting at the OHV Park.
18. **Aug 14/ 2019**, School Treat-Evac Drill at Umatilla High School.

19. **Aug 15-18/ 2019**, Morrow County Fair and Rodeo and Parade.
20. **Aug 29/2019**, AlertSense updated training.
21. **Aug 29/ 2019**, S.O.S accidental activation Ditch Creek.
22. **Sept 5/ 2019**, Morrow County Circuit Court Security Meeting.
23. **Sept 14/ 2019**, Assist Grant County SAR Missing Hunter located alive.
24. **Sept 17/ 2019**, LEPC Meeting.
25. **Sept 27/ 2019**, First Responders Appreciation Day in Umatilla.

All MCSO staff have completed ICS 100, 200, 700, 800.

Supervisory staff is working on completing ICS 300, 400.

Having a trained and informed staff has been a big help when working major incidents. Incidents that involve many agencies and jurisdictions.