

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 4, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: September 23rd
 - c. 2020-2021 Emergency Management Performance Grant #20-525
 - ~~d. Defined Contribution Retirement Plan Agreement with Edward Jones~~
 - e. Airport Courtesy Car Agreement
5. **Business Items**
 - a. Wagon Trail Solar Project Update (Tamra Mabbott, Planning Director; Sarah Esterson, Oregon Department of Energy; Chris Powers, NextEra Energy)
 - b. Update on Draft Language for Rural Residential 10-Acre Zone (Tamra Mabbott)
 - c. ~~Defined Contribution Retirement Plan Agreement with Edward Jones (Kate Knop, Finance Director)~~
 - d. Letter Regarding Oregon Water Resources Department Rulemaking – CAFOs (Confined Animal Feeding Operations)
 - e. Airport Hangar Construction Phasing Plan (Matt Scrivner, Public Works Director)
 - f. Morrow County Emergency Operations Center Update
 - g. Irrigation Building Update (Darrell Green)
 - h. Association of Oregon Counties Virtual Annual Conference & Nov. 18th BOC Meeting
 - i. Discuss Process for County Administrator’s Annual Review
 - j. Update on Umatilla Electric Cooperative’s Petition for Certification of Public Convenience and Necessity to the Public Utilities Commission, PCN4 (Justin Nelson, County Counsel)
6. **Department Reports**
 - a. Administrator’s Monthly Report (Darrell Green)
 - b. Sheriff’s Office Monthly Report (Administrative Lieutenant Melissa Ross)
 - ~~c. Treasurer’s Monthly Report (Gayle Gutierrez) Postponed~~
 - d. Finance Department Quarterly Report (Kate Knop)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

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. Signing of documents

12. Adjournment

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

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

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

Zoom Meeting Information

Join Zoom Meeting:

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

**Morrow County Board of Commissioners Meeting Minutes
September 23, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty; Staff: Darrell J. Green, Lindsay Grogan, Roberta Lutcher, Richard Tovey

Present via Zoom

Staff: Bobbi Childers, Greg Close, Gayle Gutierrez, Christy Kenny, Kate Knop, Sandi Pointer, Linda Skendzel, Gregg Zody; Non-Staff: Erika Lasater, Karen Pettigrew, David Sykes

Call to Order, Pledge of Allegiance & Roll Call: 9:02 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

Commissioner Doherty requested to move Resolution R-2020-22 to Business Items.

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

1. *Accounts Payable and Payroll Payables*
2. *Fourteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services; and authorize Chair Lindsay to sign on behalf of the County*
3. *Bargain and Sale Deed, City of Irrigon to Morrow County: A parcel of land situated in the City of Irrigon, Section 24, Township 5 North, Range 26 East, of the Willamette Meridian, described as a 20 foot wide strip of land 120 feet long, being the West 10 feet of Lot 5 and the East 10 feet of Lot 6, all in Block 35, containing 2,400 square feet; for public use as a parking lot and for access to the alley north of said property. True and actual conveyance is \$0.00.*

Commissioner Doherty seconded. Discussion: Chair Lindsay said she planned to follow-up with the Interim Public Health Director because the OHA IGA amendment appeared to add COVID-19-related work but not additional dollars. Commissioner Doherty said it also referenced partnerships with CBOs (community-based organizations) and the County needed to be clear in what the CBOs will be doing for the County. Unanimous approval.

Business Items

Resolution #R-2020-22: Budget Transfer Resolution to Increase General Fund, Other Requirements, \$100,000 to the Boardman Food Pantry

Commissioner Doherty said on September 2nd the Board approved sending \$100,000 of the CARES/CRF funds (Coronavirus Aid, Relief and Economic Security Act/Coronavirus Relief Funds) to the Boardman Food Pantry. In the short-term, the funds will come from the General Fund but they will be reimbursed with CARES funds, he stressed.

Commissioner Russell said the Finance Director raised questions earlier and asked that such an expenditure be verified as a qualified reimbursement. He said he assumed Commissioner Doherty had no doubt about that now.

Commissioner Doherty said he was completely comfortable with it and provided multiple examples of similar uses to Administrator Darrell Green. He also said he spoke with contacts at the National Association of Counties and the Association of Oregon Counties and no one expressed any “angst.”

Commissioner Russell moved to approve Resolution #R-2020-22 – Budget Transfer Resolution to increase General Fund, Non-Departmental, Other Requirements, in the amount of \$100,000 for the Boardman Food Pantry contribution. Commissioner Doherty seconded. Unanimous approval.

PERS Authorizations

Lindsay Grogan, Human Resources Manager

Ms. Grogan said the new PERS plan, effective July 1, 2020, requires the designation of a Reporting Official and a Web Administrator. She then explained the duties of each.

Commissioner Russell moved to assign the Web Administrator position to the Payroll and Benefits Administrator, Ronda Fox, and the Human Resources Manager, Lindsay Grogan. Commissioner Doherty seconded. Unanimous approval.

Commissioner Russell moved to assign the Administrator, Darrell Green, as the Reporting Official. Commissioner Doherty seconded. Unanimous approval.

Public Health Director Interview Team

Lindsay Grogan, Human Resources Manager

Ms. Grogan recommended the interview panel consist of:

1. Administrator Darrell Green
2. HR Manager Lindsay Grogan
3. Juvenile Director Christy Kenny
4. Public Health Interim Director Diane Kilkenny

She then presented the schedule of Commissioner assignments to interview teams since 2018 and asked which Commissioner would be assigned to this panel. Discussion.

Commissioner Russell moved to appoint Chair Lindsay to the Public Health Director interview team. Commissioner Doherty seconded. Unanimous approval.

Surveyor Job Description and Interview Team

Lindsay Grogan, Human Resources Manager

Ms. Grogan recommended the following interview panel and asked that a Commissioner representative be chosen:

1. Administrator Darrell Green
2. HR Manager Lindsay Grogan
3. Public Works Director Matt Scrivner
4. Assessor/Tax Collector Mike Gorman

Chair Lindsay moved to have Commissioner Russell on the interview team in an advisory capacity, to be replaced by the Planning Director Tamra Mabbott. Commissioner Doherty

seconded. Discussion: Commissioner Doherty said if the other members of the interview team were uncomfortable with the arrangement, then Commissioner Russell would serve in the normal capacity. Commissioner Russell agreed and said he would sit in as an adviser and Ms. Mabbott would be the voting member, as long as she was comfortable with the situation. Unanimous approval.

Commissioner Doherty moved to approve the final draft of the County Surveyor job description, as presented. Commissioner Russell seconded. Unanimous approval.

Purchase Pre-Authorization Request, Parks Department – Portable Sawmill

Greg Close, Parks General Manager

Mr. Close said the purchase would be made using Oregon Parks and Recreation Department grant funds, which require a 20% match by the County. However, the bids came in higher than anticipated, so the County needed to make up an additional amount of \$3,423.63. He talked about the bid process and why the TimberKing Portable Sawmill was superior to the others.

Commissioner Russell moved to approve the purchase of the TimberKing Portable Sawmill package in the amount of \$55,067.89 from TimberKing. Commissioner Doherty seconded. Discussion: Commissioner Doherty asked County Counsel Richard Tovey if the bids qualified because they appeared to quote different machines and specifications. Mr. Tovey said he did not see any problem with the bids. Commissioner Doherty said it was important to note the funds don't come from the County's "pocket." Mr. Close said that was absolutely correct and the 20% match comes from funds generated by the Parks. Unanimous approval.

Flu Vaccine Point of Distribution (POD) Events

Diane Kilkenny, Interim Public Health Director

Ms. Kilkenny said in order to offer the influenza clinics and mitigate the possibility of COVID-19 transmission to the public and Public Health Department staff, the Department planned to offer drive-through flu clinics. She said a "dry run" event was planned today in the parking lot behind the Bartholomew Building, and with the Board's approval, she would continue to plan for similar events in Boardman and Irrigon. Ms. Kilkenny was given the go-ahead for the flu POD clinics.

Morrow County Government Command Center Update

- Ms. Kilkenny said the weekly total for COVID-positive tests was down. In June/July, the County was in the 50-60 range and now the number was in the teens. She said for schools to be in-person, that number needed to be 30 cases in three weeks, with the last week having five or fewer cases. Discussion continued on the difference between quarantine and isolation.
- Commissioner Doherty asked if the focus was shifting toward the anticipation of a vaccine. Ms. Kilkenny said the County was not waiting and was getting ready. The flu PODS were a way to learn how such events could be used for a vaccine, as well. She said the County may even be a little ahead and the State was also formulating its plans.

Recommendations from the Equity Fund/Resiliency Subcommittee

Finance Director, Kate Knop's Agenda Item Coversheet provided the following: The Budget Committee and BOC approved appropriations in the amount of \$500,00 for fiscal year 2020-2021 for resiliency relief to local businesses. The resiliency fund dollars total \$450,000 and a subcommittee was identified (Commissioner Doherty, Mr. Green, Community Development Director Gregg Zody and Ms. Knop). She requested direction and approval as to how to structure the distribution and provided several options for discussion.

Chair Lindsay moved to have Commissioner Doherty lead the team with Mr. Zody and to include the Boardman Community Development Association, Willow Creek Valley Economic Development Group, the four chambers of commerce and a representative from Lexington to move this forward by creating an application process and criteria and bring it back to the BOC for final decision on the release of the money. Commissioner Russell seconded. Unanimous approval.

Tillamook Grant Update

Chair Lindsay said she planned to meet tomorrow with representatives from Tillamook Creamery regarding their Tillamook County Creamery Association grant for Morrow County. She said she was concerned that other grant funds have gone unspent because of the restrictions. Chair Lindsay also said she had several questions for Business Oregon, including if unspent grant funds could be rolled over for future use.

Irrigon Building Update

Darrell Green, Administrator

- The process is in Phase 2 – first tier subcontractors were approved and second tier subcontractors will be reviewed in the coming weeks.
- The Conditional Use Permit was approved and zoning permits should be submitted today.
- Working to obtain a laydown yard for construction materials near the building site.
- The contractor won't be onsite until November 17th, so Mr. Green asked the Commissioners to schedule a day in October for the groundbreaking ceremony.
- Commissioner Russell said Irrigon City Manager Aaron Palmquist offered a good suggestion regarding the process for naming the building – hold off naming it until the dedication of the building. Commissioner Russell said waiting until closer to opening the doors would be his suggestion, as well.

Board of Commissioners Meeting Schedule

Mr. Green said September 30th was the fifth Wednesday of the month, therefore, a meeting was not planned, unless something pressing were to come up.

UEC Easement Request

Mr. Tovey said there was no new information and suggested it be revisited in two weeks.

Chair Lindsay said, given Mr. Tovey's report, there would be no need for an Executive Session on this subject.

Department Reports – Written

The Road Department Monthly Report was reviewed. A discussion took place about public access roads. Commissioner Doherty brought up issues residents were having in and around the West Glen area. Commissioner Russell talked about the history of housing development in that area and suggested one option for the residents would be to form their own road district and tax themselves a small amount each year for gravel and upkeep.

Correspondence

- Two letters from AOC Executive Director Gina Nikkel - The first one to members of the House Committee on Natural Resources requesting leadership on comprehensive wildfire policy, and the second to the Governor, Senate President and Speaker of the House, submitting the 2020 County COVID-19 Needs Report.
- Military & Family Readiness Program flyer.
- East Oregonian “tip of the hat” to everyone involved in launching the Boardman Food Pantry.

Commissioner Reports

Provided by each Commissioner

Comments Prior to Executive Session

Mr. Green said no decisions whatsoever were anticipated.

Break

11:02 a.m. Executive Session: Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

11:48 a.m. Closed Executive Session

Signing of documents

Adjourned: 12:00 p.m.

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

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

This is the same agreement we have been working under since 2016. Each year the only changes have been the dates and granted amounts vary each year. In the past years, there has been no changes requested or made to the agreement sent by the Office of Emergency Management. The 2020-2021 agreement is for the same amount and no changes have been made to the agreement.

2. FISCAL IMPACT:

This is a positive for Morrow County. Grant No: 20-525 will reimburse up to \$62,542.00 for the year of 2020-2021 to support the Emergency Management Program. These funds go to cover salary, equipment, travel and training. The work and reporting has and will be completed by the county Emergency Manager. +

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

Accept the Oregon Military Department, Office of Emergency Management, Emergency Management Performance Grant CFDA#97.042
Morrow County \$62,542.00, Grant No: 20-525

Attach additional background documentation as needed.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
MORROW COUNTY
\$62,542
Grant No: 20-525**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Morrow County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2020** and ending, unless otherwise terminated or extended, on **June 30, 2021** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$62,542** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2020 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.

- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient 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 ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2020 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles,

generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

a. Subagreements. Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:

- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, 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; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, 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.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM

(or any other agency or department of the State of Oregon) and Subrecipient 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 the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature

below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

MORROW COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

John A Bowles
Emergency Manager
Morrow County Emergency Management
325 Willow View Dr.
PO Box 159
Heppner, OR 97836
541-676-5317
jbowles@co.morrow.or.us

Subrecipient Fiscal Contact:

Katherine Knop
Finance Director
Morrow County
PO Box 867
Heppner, OR 97836
541-676-5615
kknop@co.morrow.or.us

STATE OF OREGON, acting by through its Oregon
Military Department, Office of Emergency Management

By _____

Stanton Thomas
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date October 13, 2020

OEM Program Contact:

Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:

Nicki Powers
Grants Accountant, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
nicki.powers@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2020 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2020 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$62,542
Match Funds:	\$62,542
Total Budget:	\$125,084

Personnel Services - John Bowles	\$70,083
General Office Supplies	\$
Other Supplies	\$11,000
Rent	\$11,000
Phone	\$3,000
Other Utilities	\$
Contractual/Professional Services	\$6,000
Maintenance Costs	\$11,000
Travel/Vehicle Expenses/Mileage	\$2,000
Training/Workshops/Conferences	\$11,000
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$125,084

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
2. **Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.

- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
 3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
 4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- S. Funding Agreements.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.
- U. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- V. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- W. DHS Specific Acknowledgements and Assurances.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: 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 performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. 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). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor 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 Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor 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 contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. 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.

INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:

- (i) Sub-recipient name (which must match registered name in DUNS): Morrow County
- (ii) Sub-recipient's DUNS number: 010741189
- (iii) Federal Award Identification Number (FAIN): EMS-2020-EP-00004-S01
- (iv) Federal Award Date: October 1, 2019
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2020 to June 30, 2021
- (vi) Amount of Federal Funds Obligated by this Agreement: \$62,542
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$62,542
- (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$62,542
- (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
- (x) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
(b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
(c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
- (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,370,008
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 12%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

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

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

Morrow County Lexington Airport had recieved a surplus vehicle from the Assesors office, a 2002 FORD Exployer. Within several Airport Adivsory meetings it has been a huge topic to supply a courtesy car for pilots. Lexington airport does not have a fixed based operator most administration is based out of the Public Works office. Our Remote location is a challenge for anyone to come in and expect to do business in our community. Pilots on flights with multiple overnight stops are often faced with the problem of selecting an airport that is near or accessible to hotels and restaurants. Often the most route efficient airports are miles from the nearest town and too far to walk and may have no taxi service. Waniting the economic growth it is apparent that we provide viseters ease of transportation.

We have visited with several surrounding airports who do provide the servise and believe we had tailored an agreement that will be beneficial to Morrow County. It is attached for your review, this has been taken to the Airport Advisory Committee and they recommend approval of the Courtesy Car agreement and impliment the service, for doing business.

2. FISCAL IMPACT:

205.250.5.20.3710 - Would be the budget any additions would come out of.

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

Motion to accept the Courtesy Car agreemeent and impliment the service to incoming pilots.

Attach additional background documentation as needed.

Aircraft N Number: _____

AIRPORT COURTESY CAR USE AGREEMENT

Morrow County has provided the Morrow County Lexington Airport with an Airport Courtesy Car for use by pilots ONLY from out of town.

Car make and model _____ License no. _____

In exchange for use of the Airport Courtesy Car, I agree to the following terms and conditions:

1. **Nomenclature:** *I, me* and *my* refer to the person who signs the agreement. *Vehicle* refers to the Airport Courtesy Car.
2. **When and Where I'll Return the Vehicle:** I'll return the vehicle to the Morrow County Lexington Airport by the time indicated below. I'll return it sooner to Morrow County Lexington Airport on demand. In any event, I'll return the vehicle within two hours unless I receive verbal approval from the Airport Manager or the Airport Assistant on duty to use the vehicle longer. I agree that I will not drive the vehicle more than 50 miles from Morrow County Lexington Airport without prior permission of the Airport Manager. I agree that Morrow County may take immediate possession of the vehicle if I have not returned the vehicle within the agreed upon timeframe of use.
3. **Use:** During use of the vehicle I agree to follow all applicable laws of the State of Oregon. I agree to not consume alcohol or any chemical that may impair my driving ability immediately before or during use of the vehicle. I agree that smoking in the vehicle is prohibited. I agree to refrain from the use of a cellular phone to talk or text message while operating the vehicle. I will refrain from driving the vehicle off-road or on unfavorable rough surfaces
4. **Gasoline and Maintenance:** Donations to the maintenance fund are welcomed, as there are no rental or mileage charges for use of the vehicle. Replacement of gasoline used during the use of the vehicle is also welcomed but not required upon return.
5. **Fines and Expenses:** I agree to pay all fines, court cost and recovery expenses for parking, traffic and other violations, including towing and storage charges.
6. **Who May Drive the Vehicle:** I will let no one use the vehicle unless, and until, he or she signs an Airport Courtesy Car Use Agreement with Morrow County Lexington Airport. I certify that I am at least 18 years old.
7. **Responsibility for Injury to Persons or Damage to Property:** I understand that I am responsible for any injury to any person or damage to any property arising from my use of the vehicle while the vehicle is entrusted to me, whether or not I am the driver at the time of the injury or damage and regardless of fault.

I agree to be responsible for any damage to the vehicle while it is entrusted to me arising from such things as, but not limited to, collision, theft, vandalism, and including towing or storage charges.

I certify that I have inspected the vehicle. I confirm no warranties have been made to me by Morrow County Lexington Airport as to its condition and my use of the vehicle is understood to be on an "as is" basis and at my own risk. If I should notice any defects while driving the vehicle I will immediately notify Morrow County Lexington Airport of the nature of the defect so it can be corrected. Further, if the defect, in my judgment, presents any safety hazard I will not drive the vehicle until Morrow County Lexington Airport has been notified and can make arrangements for return or repair of the vehicle.

To the extent allowed under my insurance policy, I hereby waive any rights of subrogation against Morrow County or the Morrow County Lexington Airport for loss or injury arising from use of the vehicle.

8. **Insurance:** I certify that I have valid automobile insurance which covers any and all use of the vehicle while it is entrusted to me and that such insurance has per occurrence coverage limits of not less than \$100,000 per person, \$300,000 for all bodily injury, and \$50,000 for damage to property of others. I further certify my insurance policy provides coverage sufficient to meet the minimum requirements set by Oregon's mandatory insurance law, including Oregon Auto Personal Injury Protection coverage, and Oregon Uninsured/Underinsured Motorist coverages.

9. **Indemnification:** I agree to hold Morrow County harmless and indemnify Morrow County against any loss, liability, and/or expense that Morrow County incurs arising out of the use of the vehicle while it is entrusted to me under this agreement.

10. **Repossessing the Vehicle:** Morrow County can repossess the vehicle anytime it is found illegally parked, being used to violate the law, if I am in violation of the terms of this agreement, or if the vehicle appears to be abandoned. Morrow County can repossess the vehicle anytime if it is discovered I made a misrepresentation to obtain the vehicle. Morrow County needn't notify me in advance. In the event the vehicle is repossessed, I agree to pay the actual and reasonable cost incurred by Morrow County to repossess the vehicle.

11. **Collections:** All charges, fees and expenses, including payment for loss of or damage to the vehicle are due to Morrow County upon demand. If I do not pay all charges when due, I agree to pay a late charge of one and a half percent (1-1/2%) per month, or as permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and Morrow County reasonable attorney's fees, if I don't pay any amount when due. If the law permits, Morrow County may contact me or my employer at my place of business about payment. I understand that my aircraft may be held as collateral until any of the previous claims are resolved.

12. **Property in the Vehicle:** I am responsible for loss or damage to any property in or on the vehicle, in any service vehicle, on Morrow County Lexington Airport premises, or received or handled by Morrow County Lexington Airport, regardless of who is at fault. I'll be responsible to Morrow County for claims by others for loss or damage.

13. **Changes:** Any change in this indemnity agreement or Morrow County rights must be in writing and signed by the Airport Manager.

CAUTION: I ACKNOWLEDGE THAT MORROW COUNTY LEXINGTON AIRPORT PROVIDES NO INSURANCE COVERAGE OF ANY KIND WHATSOEVER FOR ME OR ANYONE, EXCEPT MORROW COUNTY, WHILE THE MORROW COUNTY LEXINGTON AIRPORT COURTESY CAR IS ENTRUSTED TO ME.

Signing this form certifies that he/she has a valid driver's license and will comply with any restrictions to which that license is subject. This agreement remains in force for any and all subsequent use of any Morrow County Lexington Airport Courtesy Car or loaned vehicle by the below signed.

_____ Dated: _____ Phone Number(s) _____
Signature

_____ My Insurance Carrier: _____
Printed Name

_____ My Policy Number: _____
Address

_____ My Insurance Agent: _____
City/State/ZIP

My Driver's License: _____
Number State

Car Checked Out: ____/____/____ Time: _____ a.m./p.m. Mileage: _____
Reserved for Office Use

Car to be Returned by: ____/____/____ Time: _____ a.m./p.m.

Car Returned: ____/____/____ Time: _____ a.m./p.m. Mileage: _____



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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 11/4/2020

Wagon Trail Solar Project Update

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

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:
Tamra Mabbott 10-30-20 Department Director Required for all BOC meetings
Darrell Green Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A representative of the Oregon Department of Energy, Ms. Sarah Esterson, Siting Officer, will be in attendance to discuss the following:

- 1) The scope and purpose of a Special Advisory Group (SAG) appointed by the Energy Facility Siting Council (EFSC). The local governing body, according to Oregon Law, is appointed by EFSC for purposes of providing local input for projects reviewed and permitted by EFSC.

- 2) Ms. Esterson will also be introducing Mr. Chris Powers of NextEra who recently filed a Notice of Intent with EFSC for a new 500 MW solar energy project in Morrow County. At their November 19-20, 2020 meeting, the EFSC is scheduled to appoint the Board of Commissioners as the SAG for the new project. The new project is named Wagon Trail Solar.

This will be an opportunity for the Commissioners to ask questions about the process and the new project. This is an informational presentation only; no final decisions will be made.

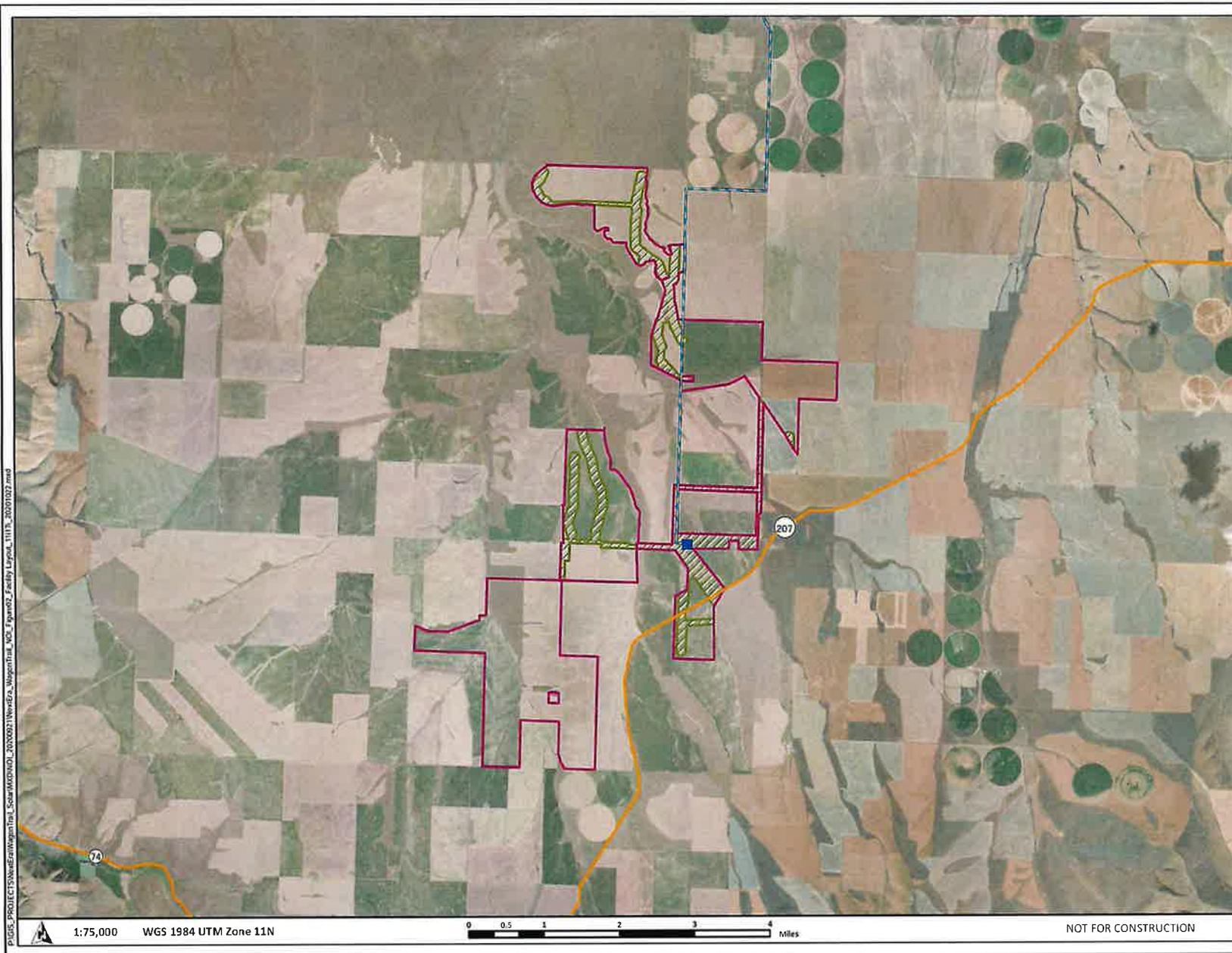
2. FISCAL IMPACT:

N/A

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

N/A

Attach additional background documentation as needed.



Wagon Trail Solar Project



Figure 2
Facility Layout

MORROW COUNTY, OREGON

- Site Boundary
- Overlapping Site Boundary
- Substation
- Transmission Line
- State Highway
- County Boundary



Data Sources Reference Map



NextEra-Project Infrastructure;
USDA-Aerial Imagery; ESRI-
County Boundaries

P:\GIS_PROJECTS\WagonTrailSolar\MapDocs\MapDocs\WagonTrail_Solar\MapDocs\WagonTrail_Solar_Facility_Layout_11176_20201022.mxd



1:75,000 WGS 1984 UTM Zone 11N



NOT FOR CONSTRUCTION



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

(For BOC Use)
Item #
5b

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

Presenter at BOC: Tamra Mabbott
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 11-4-20

Update on Planning Commission and Planning Department
development of a Rural Residential 10-acre Zone.

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Tamra Mabbott 10-30-20 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Planning Commission and staff have discussed the creation of an Rural Residential 10-acre Zone for several months. At their October 27, 2020 meeting, Planning Commission held a work session and reviewed revised draft language. At the work session the Planning Director also provided an overview of Statewide Planning Goal 10 Housing, Oregon Administrative Rules 660-004-0000 Exception Process and Article 8 of the Morrow County Zoning Ordinance. An application to rezone land to RR-10 would require an analysis that shows how the individual property(ies) comply with Goal 10 Housing, OAR 660-004 and MCZO Article 8.

The first hearing for adoption of the RR 10 Zone is set for December 8, 2020.

Attached: Draft RR 10 Zone and October 16, 2020 memo to Planning Commission.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

Section 3.042 RR-10 RURAL RESIDENTIAL TEN (RR-10) ZONE

§ 3.042 PURPOSE.

The RR-10 Rural Residential Zone is designed to provide lands for rural living in a rural residential atmosphere. The 10-acre minimum lot size complies with Statewide Planning Goal 14 where parcels are rural in size and are sufficiently large enough to accommodate private wells and sewage disposal systems. Standards for development are consistent with desired rural character and are compatible with adjacent farming and natural resource land management. Gardens and limited livestock are allowed outright in the zone. The RR 10 Zone may be approved when an application for rezoning lands also includes an application for exception to Statewide Planning Goal 3 and Oregon Administrative Rule Chapter 660-004-0000 and Amendment Standards found in Article 8 of the Morrow County Zoning Ordinance. A rezone application must also comply with Statewide Planning Goal 12 Transportation and the County Transportation System Plan (TSP).

§ 3.042 USES PERMITTED.

- A. Uses permitted outright. In a RR-10 Zone, the following uses and their accessory uses are permitted with a zoning permit, pursuant to §1.050:
1. Single-family dwelling on an individual lot, including a mobile home subject to requirements set forth in Section 4.110 of this ordinance.
 2. Other public or private uses or buildings necessary to serve the rural residential use of the land.
- B. Conditional Uses Permitted. In a RR-10 Zone, the following uses and their accessory uses are permitted when authorized in accordance with the requirements set forth by this section and Article 6 of this ordinance.
1. Home occupations subject to the limitations set forth in Article 6 of this ordinance.
 2. Public park, trails, recreation area, community or neighborhood center.
 3. Agri-tourism events as defined in § 1.030. Definitions.
 4. Utility facility necessary to serve the area or County.
- C. LIMITATIONS ON USE. In Rural Residential ten-acre (RR-10) zone, the number of livestock and/or animals including cattle, horses, goats, sheep, swine, poultry, or fur bearing animals is subject to the density limitations listed in this section.
1. The primary intended use for properties zoned RR-10 is residential. The raising

of livestock and/or animals in these zones shall be incidental to the primary use.

2. Livestock and/or Animal densities are calculated based on open space of each parcel as follows :

- a. Cattle – two per acre, (10 cattle maximum) or
 - b. Horses, mules, donkeys, llamas – two animals per acre (10 maximum), or
 - c. Sheep or goats – six animals per acre (30 animals maximum), or
 - d. Emu – eight ratite per acre (40 animals maximum), or
 - e. Ostrich – four ratite per acre (20 animals maximum), or
 - f. Miniature cows, horses, mules and donkeys – four per acre (20 animals maximum), or
 - g. Swine – four pigs per acre with maximum of four per parcel).
3. Cattle, horses, mules, donkeys, llamas, sheep, goats, emu and ostriches can not be kept on a site having an area of less than one-half acre.
4. All swine shall be confined to an area not less than 500 feet from any adjacent residential dwelling (not the property of the owner of the swine). Swine are only allowed seasonally as part of 4 H or FFA projects.
5. Animal density listed above for livestock, including cattle, horses, mules, donkeys, llamas, sheep, goats, emu and ostrich, also allows two offspring up to six months of age, per animal.
6. The number of colonies of bees allowed on a property shall be limited to one (1) colony for each 1,000 square feet of lot area.
9. Density for Poultry – twenty fowl per acre, and for fur-bearing animals (rabbits, mink, chinchillas, etc.) – twenty animals per acre. (MC-C-5-98)

Standards below are the same as other residential zones but may be further refined..

D. YARD AND SETBACK REQUIREMENTS. In an RR-10 Zone, the following yards and setbacks shall be maintained:

1. The front setback shall be a minimum of 20 feet from a property line fronting on a local minor collector or marginal access street ROW, 30 feet from a property line fronting on a major collector ROW, and 80 feet from an arterial

ROW unless other provisions from combining accesses are provided and approved by the County.

2. There shall be a minimum side yard of 10 feet for all uses, except in the case of a non-residential use adjacent to a residential use the minimum side yard shall be 20 feet.

3. The minimum rear yard shall be 20 feet.

E. DIMENSIONAL STANDARDS. In a RR-10 Zone, the following dimensional standards shall apply:

1. Percent of Lot Coverage. The main building and accessory buildings located on any building site or lot shall not cover in excess of thirty (30) percent of the total lot area.

2. Building Height. No building or structure, nor the enlargement of any building or structure, shall be hereafter erected to exceed two stories or more than thirty (30) feet in height (remove?)

3. The minimum lot frontage on a public street or private roadway shall be 50 feet, except that a flag lot frontage may be reduced to the width of a required driveway but no less than 20 feet and except for a cul de sac, where the frontage may be reduced to 30 feet.

F. LOT SIZE. The minimum average width of lots shall be 150 feet and have an area not less than ten (10) acres.

G. TRANSPORTATION IMPACTS –

1. Traffic Impact Analysis (TIA). In addition to the other standards and conditions set forth in this section, a TIA will be required for all land use generating more than 400 passenger car equivalent trips per day. Heavy vehicles – trucks, recreational vehicles and buses – will be defined as 2.2 passenger car equivalents. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and, mitigation of the impacts. If the corridor is a State Highway, use ODOT standards. (MC-C-8-98)

END

October 16, 2020

MEMO

TO: Planning Commission

FROM: Tamra Mabbott, Planning Director

RE: Rural Residential 10-acre Zone

Based on meetings and materials of previous meetings, Planning Commission and staff engaged in a robust discussion about issues and opportunities for a RR-10 zone in Morrow County. In an effort to help answer some unresolved questions about how and where the RR 10 Zone would be applied, staff is sharing a number of documents for your consideration. I would like to speak briefly about items I - IV at the October 27th meeting and then answer questions and have a discussion with commission members before the commission talks further about revised code language (Item V).

- I. Statewide Planning Goal 10 – Housing. The focus is on creating opportunities for housing in urban areas. See attached or here: <https://www.oregon.gov/lcd/OP/Pages/Goal-10.aspx>
- II. Oregon Administrative Rules (OAR 660-004-0000) Interpretation of Goal 2 Exception Process apply to an application to rezone resource lands for any other use. The standards are rigorous. See attached or here: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=3054>
- III. Local (Morrow County Zoning Ordinance) Section 8.040 Article 8 Amendments. These county standards apply to any zone change and require an evaluation of how the zone change will affect “public services and facilities ...including but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services and streets and roads.” MCZO 8.040B attached and here: https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/8931/zoning_art_8_10-01-13.pdf
- IV. 2019 Morrow County Housing Strategies Report and role of cities to provide housing. See attached memo for Morrow County.
- V. Discussion about draft Zone – word changes. See attached drafts.
- VI. Next Steps – Legislative process overview.



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)

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 11/04/2020

Morrow County Defined Contribution - Letter of Intent and Contract Award

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

On September 9, 2020 the Board of Commissioners approved the new financial advisor, Kassandra Williams, from Edward Jones to administer and provide record-keeping, education, enrollment, and investment management services for the new defined contribution retirement plan.

The County is working with Ms. Williams to to sign the necessary documents including a letter of intent to be signed for OneAmerica, and the engagement letter with the fiduciary, Northwest Retirement Services. Once the letters are signed the County can officially moved forward with the defined contribution plan set-up.

The next steps are:

1. Introductory call with OneAmerica.
2. Calendar with time line.
3. Northwest Retirement will draft/design the plan.
4. Weekly calls to stay on track.
5. Kassandra will meet with participants to review retirement goals/objectives.

2. FISCAL IMPACT:

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

Motion to approve signing the letter of intent for OneAmerican and the contract award for Northwest Retirement Services.

Attach additional background documentation as needed.



Retirement Plan Proposal

MORROW COUNTY

901 POWELL AVE SW, SUITE 101

1950 KEENE RD, F-100

1380 112th AVE NE, SUITE 202

RENTON, WA 98057

RICHLAND, WA 99352

BELLEVUE, WA 98004

(425) 276-3180

(509) 628-3700

(425) 233-6108



October 27, 2020

Morrow County
100 South Court Street
Heppner, OR 97836

Re: Morrow County Retirement Plan Proposal

It is a pleasure to provide you with our proposal for your current 401(a) plan.

Our goal at Northwest Retirement Plan Consultants is to help you establish and administer the best possible retirement program for your business. Our services are personalized to meet the needs of firms that do not employ a full-time staff dedicated to the administration of benefit programs.

Each proposal offers a significant amount of flexibility to the plan design, and we encourage further discussion to explore your specific design requirements.

We will assist you with the ongoing responsibilities associated with a qualified retirement plan, and will coordinate our efforts with any advisors that you consider appropriate.

If you have any questions or need any additional information, please give me a call.

Sincerely,

Martin H. Smith

Martin H. Smith | FCA, EA, MAAA
Managing Principal

RETIREMENT STRATEGISTS

At Northwest Retirement Plan Consultants, we partner with clients and their advisors to implement and maintain retirement plan solutions that maximize retirement savings opportunities and provide meaningful benefits for business owners and their employees.

OUR CLIENTS

We focus on and tailor our services to small- to medium-sized businesses, and we understand how their needs and objectives may differ from larger corporations.

OUR COMMITMENT

NWRPC assures that our partners experience a standard of excellence in customer service that is guided by honesty, integrity, and ethical practices.

We deliver local expertise, and assign a plan design consultant and an experienced plan analyst to each client. This allows us to respond to their needs at all times, and allows them to focus on – and grow – their business. Our dedicated staff are familiar with the unique circumstances of each Plan Sponsor.

OUR STAFF

Clients of NWRPC are served by highly trained professionals, with credentials and many years of experience in the Retirement Plan Advisory field.

We combine the talents of our staff into a support team for our clients. Each has two primary contacts: a plan design consultant who primarily works with the client in the design, installation, and communication of the plan; and, a plan analyst assigned to the account to provide continuing administrative support. Both the plan design consultant and plan analyst work with others in our offices to assure that clients' needs are met timely and are accurately addressed.



Services and Responsibilities – Allocated

INSTALLATION	NWRPC	Financial Institution	Plan Sponsor	Financial Advisor
Design Plan	√		√	√
Prepare Plan Document	√			
Produce Summary Plan Description	√			
Produce Plan Administration Manual	√			
Document Execution			√	
IRS Submission (if application)	√			
Select Investment Options for Plan			√	√
Produce Enrollment Booklets and Forms		√		

ADMINISTRATION AND COMPLIANCE	NWRPC	Financial Institution	Plan Sponsor	Financial Advisor
Provide Year End Census Data			√	
Review Census / Identify New Entrants	√			
Calculate Allocation	√			
Approve Allocation			√	
Update Vesting	√			
Top Heavy Testing	√			
ADP & ACP Discrimination Testing				
Quarterly Participant Statements		√		
Monitor Investment According to Policy			√	√
Payroll Submission of Salary Deferral Contributions				

(Continued on next page...)

REPORTING AND DISCLOSURE	NWRPC	Financial Institution	Plan Sponsor	Financial Advisor
Annual Trust Accounting	√			
Annual Statements of Vested Benefits	√			
Form 5500 and Attachments				
Summary Annual Report	√			

CONSULTING AND EDUCATION	NWRPC	Financial Institution	Plan Sponsor	Financial Advisor
Compliance Consulting	√			
Plan Amendments / Summary of Material Modifications	√			
Monitor Investment Performance			√	√
Participant Education		√	√	√

DISTRIBUTIONS	NWRPC	Financial Institution	Plan Sponsor	Financial Advisor
Calculate Vested Benefits	√			
Prepare Loan Forms / Amortization Schedule	√			
Calculate Loan Limits	√			
Approve Distribution or Loan Forms	√		√	
Track Loan Repayments	√	√	√	
Issue Checks, Remit Withholding on Distributions		√		
Prepare Form 1099-R		√		

Services to be Provided

A. Plan Installation / Takeover

Our services in this area are divided into these primary sections:

1. The work necessary in establishing the plan and communicating it to employees. This consists of preparing the plan document, summary plan descriptions, and filing the plan with the IRS for a determination letter for tax qualifications. We can also assist in explaining the plan to employees.
2. Upon request, we can also assist with future employee enrollment meetings, preparation of plan documents and amendments as required to meet new governmental regulations or changing business requirements. We will also prepare IRS filings and summary plan descriptions for employees if required because of plan amendments or restatements.

B. Scheduled Administration Services

1. Determination of participant eligibility, vesting status, contribution limits, and whether any minimum distributions are required.
2. Allocation of employer contributions, if any, forfeitures, and trust investment earnings, including up to one hour of trust reconciliation and accounting work (defined contribution only).
3. Determination of the minimum required deductible contribution (defined benefit only).
4. Providing an annual report which summarizes plan benefits and contributions for the year.
5. Preparation of individual benefit statements for distribution to participants.
6. Preparation of the annual Internal Revenue Service and Department of Labor tax return (form series 5500), including the Summary Annual Report for plan participants. Preparation of the Annual Funding Notice for participants in defined benefit plans covered by the PBGC.
7. Performing the annual Actual Deferral Percentage (ADP) Test (401(k) plan only).
8. Preparation of the Schedule SB attachment, AFTAP certification, and PBGC premium filing, if required (defined benefit only).
9. Determination of the plan's Top-Heavy status and benefit limits (IRC415).
10. Maintenance of participant data for each participant including: break in service status, account balance, and vested status.
11. Monitoring plan's compliance with changes in laws and regulations including spousal and family aggregation and participant contribution amounts.

(Continued on next page...)

C. Benefit Administration Services

Upon occurrence of the event, we provide assistance in preparing benefit calculations and notices upon participant termination, retirement, death, or disability. Included in these services are Qualified Joint & Survivor Annuity calculations, notices and waivers, spousal consents, Federal and State withholding calculation and elections, and preparation of participants' termination and benefit statement, tax treatment notice, and IRS Forms 1099 and 1096.

D. Request Services

In addition to the services listed above, we can provide other services to the plan to resolve particular issues related to the plan's operation or its form. Such services may include:

- Plan amendments and restatements
- Trust investment reconciliation and accounting (over one hour)
- Participant loans, including loan policy, disclosure requirements, promissory note and amortization schedule
- Qualified Domestic Relations Order work
- Assistance to plan sponsor upon IRS and/or DOL audit
- Assistance with Audit by an Independent Public Accountant
- 404(a)(5) participant level fee disclosure notices

**Proposed Fee Schedule
Morrow County**

A. Plan Design & Document Drafting

	401(a) Plans
Consultation on plan design options, review of existing documents (where applicable), prepare new plan documents, SPD, manual, etc.	\$1,350.00

B. Scheduled Annual Administration Services

First Year End: December 31, 2020

	401(a) Plans
Quarterly Base Administration Fee	\$362.50
Quarterly Per Participant Charge	\$8
Trust Accounting (\$125 per hour as necessary) Two calculations for discretionary contributions are assumed to be included. Extensive calculations may be provided based on an hourly rate of \$125 for the additional time required.	
Tax Extension for Form 5500 (IRS Form 5558; if necessary)	\$75

***Includes ALL Plan Eligible employees.**

(Continued on next page...)

C. Benefit Administration Services

	401(k) Plans
Participant Distributions (lump sum, return of excess deferral, hardship, or in-service withdrawal) typically paid by participant	\$125
Participant Distributions if participant is utilizing a self-directed brokerage account where NWRPC needs to prepare a 1099R	\$250
Participant Loan Initiation (typically paid by Participant)	\$125
Annual Participant Loan Maintenance (may be paid by Participant)	\$50
Preparation of Form 945 (if requested and applicable)	\$125

D. Requested Special Services

Current hourly fees, or as quoted.

E. Transition Services

	401(k) Plans
Base Transition Fee	Waived
Per Participant Charge	Waived

General Fee Schedule Accepted

_____/_____
Initial / Date

Engagement for Services

Northwest Retirement Plan Consultants, LLC services are provided in a consulting and advisory capacity. In providing these services, Northwest Retirement Plan Consultants does not act as the Plan Administrator or a Fiduciary as these terms are defined by ERISA, nor do we serve in the capacity of an investment advisor. We do not render any opinion on the adequacy or appropriateness of the plan investments.

All materials, forms, and schedules that we prepare are submitted for your review and action as the Plan Administrator. In performing our consulting and advisory role, we may from time to time need to contact your attorney and accountant, which you authorize us to do.

Northwest Retirement Plan Consultants accepts administrative responsibility for an existing plan based upon the assumption that it has been operated in accordance with IRS regulations. In addition, it is assumed that the plan has a current determination or opinion letter from the IRS and provisions of the plan are in conformance with qualification requirements. Northwest Retirement Plan Consultants assumes no responsibility for operation or form defects related to the plan prior to our engagement.

Services are provided on a plan year basis. The services are to commence effective with the date of engagement, unless otherwise agreed. The fee schedule in this proposal outlines our usual and customary fees for services that will apply for the first two plan years. Fees may be adjusted from time to time with advance notice to the client.

Fees for services are divided into quarterly billings. The final billing will have any necessary adjustment(s) based on the actual work completed and final participant counts. Payment is due within 30 days of presentation. A finance charge of 1% per month will be charged on amounts past due.

Please signify your acceptance by signing and returning this proposal. A copy is provided for your records. We appreciate your business and look forward to a long and mutually satisfying relationship.

Sincerely,

Martin H. Smith

Northwest Retirement Plan Consultants, LLC

Accepted By

Name: _____ Date: _____
Signature

Print Name and Title

Business Entity and Name

Morrow County 401(a) Plan Cost Information



Assumptions

- Plan assets (expected): \$ 0.00
- Annual contributions/flow: \$ 75,000.00
- Number of plan participants: 6
- Percent allocated to Stable Value Account: 6%
- Plan type: 401(a)
- Service level: Unbundled
- Investment lineup: Zero Rev



Projected billed expenses

- Installation Fee: \$0.00
- Annual Administration Service Fee: \$3,000.00
- Annual Per Participant Account Fee: \$0.00



Plan Balance	Net OneAmerica Cost
\$0 - \$249,999	1.76%
\$250,000 - \$499,999	1.52%
\$500,000 - \$749,999	1.10%
\$750,000 - \$999,999	0.82%
\$1,000,000 - \$1,999,999	0.58%
\$2,000,000 - \$2,999,999	0.49%
\$3,000,000 - \$3,999,999	0.39%
Over \$4,000,000	0.30%



Optional services available

- Onsite group meetings 1 Initial 0 Ongoing; additional meetings are \$1,250 per day
- Participant investment advice Variable depending on provider
- Brokerage Window (TD Ameritrade)¹ \$500 set-up, \$1,000 annual maintenance, \$50 annual participant
- 3(21) Fiduciary (Mesirow Financial) 0.03% annually
- 3(38) Fiduciary (Mesirow Financial) 0.05% annually

Stable Value Account Rate

AUL will declare an annual effective interest rate for the Stable Value Account (SVA) that becomes effective on January 1 of each calendar year. All monies in the SVA will earn interest at that rate in effect during that calendar year. Deposits into the SVA during 2020 will be credited with interest at the annual effective rate of 1.25%

Stable Value Account 365-Day Put

Amounts accumulated in the Stable Value Account shall be paid out 365 days following the contract termination effective date. Only Plan benefit distributions paid in the form of an annuity, or paid in a lump-sum for retirement, death, disability, termination of employment, and required minimum distributions and that are not subject to a Withdrawal Charge, shall continue to be made during the put period.

Advisor Compensation Disclosure

Service Fee on Transfers:

First \$5M: 0.00%

Over \$5M: 0.00%

1st Year Compensation: 0.00%

Asset trail² starting in year 1: 0.50%

Minimum Contribution Fee

For plans below \$750,000 in assets, there will be an additional \$1,000 fee if the total of 10% of the end of plan-year account value plus contributions for the plan year are less than \$75,000. Only contributions made during each plan year will count towards this annual requirement.

Note

Registered group variable annuities are sold by prospectus. Both the product prospectus and underlying fund prospectuses can be obtained from your investment professional or by writing to American United Life Insurance Company®, One American Square, Indianapolis, IN 46282, 1-800-249-6269. Before investing, carefully consider the fund's investment objectives, risks, charges and expenses. The product prospectus and underlying fund prospectus contain this and other important information. Read the prospectuses carefully before investing.

other documents, which will govern the terms and conditions of our relationship. To comply with federal regulation, the Services Agreement and Fee Disclosure describes all services for which we may be compensated, and it may include services that will not apply to your plan. Please read those documents carefully. If this proposal differs from them in any way, said documents, upon execution, will control.

Projected expenses are based on assumption information and therefore are subject to change if assumption information is incorrect or change.

If this proposal is accepted, the plan must execute a New Business Agreement and Services Agreement and Fee Disclosure, among

ONEAMERICA[®] *is the marketing name for the companies of OneAmerica* | OneAmerica.com

Net OneAmerica Cost³

The Asset Charge applies only to those assets not invested in the Stable Value Account; therefore resulting in a Net OneAmerica Cost dependent upon the percentage of assets in the Stable Value Account.

Plan Balance	Asset Charge	Expected Revenue Sharing	Percent Allocated to Variable Assets	Effective Plan Cost	Net OneAmerica Cost
\$0 - \$249,999	2.40%	0.00%	94.00%	2.26%	1.76%
\$250,000 - \$499,999	2.15%	0.00%	94.00%	2.02%	1.52%
\$500,000 - \$749,999	1.70%	0.00%	94.00%	1.60%	1.10%
\$750,000 - \$999,999	1.40%	0.00%	94.00%	1.32%	0.82%
\$1,000,000 - \$1,999,999	1.15%	0.00%	94.00%	1.08%	0.58%
\$2,000,000 - \$2,999,999	1.05%	0.00%	94.00%	0.99%	0.49%
\$3,000,000 - \$3,999,999	0.95%	0.00%	94.00%	0.89%	0.39%
Over \$4,000,000	0.85%	0.00%	94.00%	0.80%	0.30%

¹The \$1,000 TD Ameritrade annual maintenance fee will be waived if assets (excluding assets in the Brokerage Window) with AUL are \$1 million or greater at the end of the contract year.

²Will be paid monthly at 1/12th the annual rate listed.

³ $(\text{Asset charge} + \text{Expected Revenue}) \times \text{Percent allocated to variable assets} = \text{Effective Plan Cost} - \text{Advisor compensation cost of } 0.50\% = \text{Net OneAmerica Cost}$

Annual Administration Service Fee - If plan assets are less than 500,000.00 or the average participant account balance is less than 20,000.00, then a 3,000.00 annual admin service fee will apply. If plan assets are 500,000.00 or greater and the average participant account balance is 20,000.00 or greater, then the annual admin service fee will be \$0.

Annual Per Participant Account Fee: If plan assets are less than 500,000.00 or the average participant account balance is less than 20,000.00, then a 0.00 annual per participant account fee will apply. If plan assets are 500,000.00 or greater and the average participant account balance is 20,000.00 or greater, then the per participant account fee will be \$0.

ONEAMERICA[®] is the marketing name for the companies of OneAmerica | OneAmerica.com

Morrow County

Letter of Intent

The completion of this document indicates your intent to do business with OneAmerica®. A service agreement outlining the final agreed upon fee schedule and services will be sent to you during the transition process.

This document also indicates your intent to provide all requested documentation listed on the attached Transition Checklist, the preliminary fund selections, and executed new account agreements to OneAmerica®.

Primary Plan Contact Name:	<u>Kate Knop</u>		
Primary Plan Contact Title:	<u>Finance Director</u>		
Email:	<u>KKnop@co.morrow.or.us</u>	Phone:	<u>541-676-5615</u>
I have reviewed the proposal and fee schedule and hereby authorize OneAmerica® to begin the plan transition. I am aware of the requested documents, plan records, fund selections, and new account agreements and that additional information may be requested as the transition progresses.			
_____ Signature		_____ Date	

IMPORTANT: It is highly recommended that you submit these documents and records as soon as possible in order to secure a Proposed Transition Date. Transition dates are filled in the order that all required documentation is received.

OneAmerica® is unable to reserve your transition date until we receive all requested plan documents and records as well as the initial fund selections and signed New Account Agreements. **New Account Agreements will be provided for signature upon receipt of the requested documentation on the attached Transition Checklist.**

Note: The plan must execute New Account Agreements—a New Business Agreement, Services Agreement and Fee Disclosure, and other documents--which will govern the terms and conditions of our relationship.

OneAmerica is the marketing name for the companies of OneAmerica. Products issued and underwritten by American United Life Insurance Company® (AUL), a OneAmerica company. Administrative and recordkeeping services provided by McCready and Keene, Inc. or OneAmerica Retirement Services LLC, companies of OneAmerica which are not broker/dealers or investment advisors. Group annuity contracts are issued by AUL and registered variable annuity products are distributed by OneAmerica Securities, Inc., a Registered Investment Advisor, Member FINRA, SIPC, One American Square, Indianapolis, IN 46282, 1-877-285-3863. Neither AUL, OneAmerica Retirement Services, McCready and Keene nor their representatives provide tax, legal, fiduciary or investment advice.

REQUESTED DOCUMENTATION

PLAN DOCUMENTS *(executed copies)*

Plan documents are not required for this type of contract.
We will work directly with your TPA to obtain required plan information.

NEXT STEPS

FUND SELECTIONS

___ Current plan-level investment lineup and Investment mapping strategy *(if applicable)*

NEW ACCOUNT AGREEMENTS

* to be provided following receipt of requested documentation listed above

___ New Business Agreement

___ Service Agreement and Fee Disclosure

___ Optional Service Agreements *(if applicable)*

Should you have any questions regarding the above documents or transition process, please contact:

Regional Sales Director
Tony Soble

Internal Sales Consultant
Chad Wilkins

Roberta Lutcher

From: Melissa Lindsay
Sent: Monday, October 26, 2020 7:20 AM
To: Roberta Lutcher
Subject: Fwd: Notice of Petition for Rulemaking and Invitation for Public Comment
Attachments: 2020-10-05 SUFF Petition FINAL (002).pdf

Please place email and attachment in correspondence.

Thank you
 Melissa

Get [Outlook for iOS](#)

From: KOWITZ Chris C * WRD <Chris.C.Kowitz@oregon.gov>
Sent: Friday, October 23, 2020 3:23:39 PM
To: mlindsay@co.morrow.or.us <mlindsay@co.morrow.or.us>; dgreen@co.morrow.or.us <dgreen@co.morrow.or.us>; tmabbott@co.morrow.or.us <tmabbott@co.morrow.or.us>
Cc: POTTER Breeze K * WRD <Breeze.K.POTTER@oregon.gov>
Subject: FW: Notice of Petition for Rulemaking and Invitation for Public Comment

Good afternoon Commissioner Lindsay, Mr. Green, and Ms. Mabbott,

Earlier this month, OWRD received a rulemaking petition from Stand Up to Factory Farms in which they requested that a daily volumetric limit on the amount of water that is available under the 'stockwater exemption' within the boundary of the Ordinance Critical Groundwater Area be established (there is no limit in existing statute or rule). The petition is attached and more information about the review, comment, and next steps is provided below.

Please let me know if you have any questions or concerns.

Best,
 Chris

Chris Kowitz

North Central Region Manager

116 SE Dorion Ave | Pendleton, OR 97801 | Office: 541-278-5456 | Cell: 971-600-6137



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

NOTICE OF PETITION FOR RULE AMENDMENT OR RULEMAKING AND INVITATION FOR PUBLIC COMMENT

Petition for Rulemaking

On October 5, 2020, Stand Up to Factory Farms (“Petitioners”) (a coalition comprised of Columbia Riverkeeper, Food & Water Watch, WaterWatch of Oregon, Friends of Family Farmers, Center for Food Safety, Center for Biological Diversity, Farm Forward, Animal Legal Defense Fund, Humane Voters Oregon, Friends of the Columbia Gorge, and Oregon Rural Action) submitted a petition for the Water Resources Commission (“Commission”) to conduct rulemaking.

The Petitioners request the Commission “prohibit new or expanded exempt uses for stockwatering in the Ordinance CGWAs” through amendment, by rule, of the Commission’s Order dated April 2, 1976. The order is referenced in OAR 690-507-0070(3)(a) which states:

(3) Groundwater: Appropriation and use of groundwater in the Columbia-Umatilla Plateau subbasin shall comply with the following provisions:

(a) Groundwater resources of the basalt aquifer and shallow gravel aquifer within the Ordinance Critical Groundwater Area are closed to further appropriation by Order of the Director dated April 2, 1976;

The Petitioners seek an amendment of the Order by rule as follows:

Effective [date of Petition], the Ordinance Gravel Critical Ground Water Area and the Ordinance Basalt Critical Ground Water Area are closed to further appropriation of ground water in excess of 5,000 gallons per day under the “stockwatering” exemption in ORS 537.545(1)(a).

Further details about the request are included below.

Invitation to Comment

The OWRD is inviting public comment on the petition and the rule as proposed by the Petitioners, including whether options exist for achieving the rule’s substantive goals in a way that reduces the negative economic impact on businesses.

Public comments will be accepted until 5:00 PM on November 12, 2020. The OWRD will consider all comments received by the deadline when preparing a recommendation for the Commission. Written comments can be submitted via mail to:

Breeze Potter, Oregon Water Resources Department
725 Summer St. NE, Suite A,
Salem, OR 97301-1271

Or interested persons may submit written comments via email to: breeze.k.potter@oregon.gov.

Petition Details

A copy of the petition is attached to this notice.

In brief, the Petitioners request the Commission:

...amend its 1976 Findings, Conclusions, and Order on the Question of Determination of a Critical Ground Water Area in the Ordinance Area, Morrow and Umatilla Counties, Oregon (Order) to prohibit, as of the date of this Petition, new or expanded use of groundwater in excess of 5,000 gallons per day under the stockwatering exemption in the Ordinance Basalt Critical Groundwater Area (Basalt CGWA) and the Ordinance Gravel Critical Groundwater Area (Gravel CGWA) (collectively, Ordinance CGWAs)...

Petitioners request that the Commission amend the Order by rule to limit further development of groundwater in the Ordinance CGWAs under the stockwatering exemption...

Petitioners...propose[s] to add the following, by rule, as additional language at the end of the Order:

Effective [date of Petition], the Ordinance Gravel Critical Ground Water Area and the Ordinance Basalt Critical Ground Water Area

are closed to further appropriation of ground water in excess of 5,000 gallons per day under the “stockwatering” exemption in ORS 537.545(1)(a).

Next Steps

The Commission is required by law to make a decision on the petition within 90 days. The Commission will take action on the petition at a special meeting in December 2020. At that time, the Commission will vote to either deny the petition in writing or initiate rulemaking proceedings.

Best,

Breeze Potter

Water Policy Analyst

Rules/IWRS Coordinator

725 Summer Street NE, Suite A, Salem, OR 97301 | Office: 503-986-0874



**OREGON
WATER
RESOURCES
DEPARTMENT**

Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

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

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

Morrow County Lexington Airport during last 2019/2020 budgets had requested a feasibility study for the airport, to properly develop the area for activity and promote economic development. Centurywest Engineering skilled and responsive aviation services had completed their study. In order to get approved by Federal Aviation the development alternative needs to be brought to the Board of Commissioners, the Airport Advisory met on 10/27/2020 and had voted to go with the phased plan for development. This is attached for your review, and the estimated costs that Centurywest put together.

Once this is in place than we can start the task of funding these phases.

Growth and economics in South County would benefit greatly from some of these additions and requests from UAS operations is proveing this would be economically favorable.

2. FISCAL IMPACT:

205.250.5.40.4305 - Would be the budget any additions would come out of.

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

Motion to accept the Hanger phased feasibility study for development of Hangers.

Attach additional background documentation as needed.

Construction Phasing

Construction phasing was considered for the hangar development to identify the locations with the least amount of site development required prior to hangar construction. The entire hangar analysis consists of four phases ranking in least to most challenging to develop:

1. **Phase 1** – Four box hangars located SW of Taxiway B. The development would also include a vehicle access road. These four box hangars could alternatively be constructed as one building with multiple hangars.
2. **Phase 2** – Relocate the agricultural operations to the infield area between Taxiway B and Taxiway C. Demolish existing hangars on south side of Airport and construct new box hangars.
3. **Phase 3** – Construct UAS site adjacent the Parallel Taxiway including new hangars buildings and up to three launch pads.
4. **Phase 4** – Construct additional hangars across from the agricultural apron. This will result in the vehicle access road being relocated south and additional taxiway pavement adjacent the hangars.

Utilities

At the direction of the County, Century West estimated approximate utility costs for each phase of the work. Utility improvements for each phase are limited to the items summarized below:

Phase 1

- Extend 3-phase power near the existing electrical building to the new hangar units.

Phase 2

- Extend 3-phase power from Phase 1 to infield area for future agricultural buildings.
- Construct septic holding tank system in the infield for use by both hangars.
- Install water line for hangars.

Phase 3

- Extend fiber cable from Highway 207 to UAS buildings.
- Power will be available from Phase 1 extension.
- Construct septic holding tank system in the infield for use by both hangars.
- Install water line for new hangars.

Phase 4

- Extend 3-phase power to serve the hangar units.

Cost Estimates

Cost estimates were generated for each phase of the work for both the anticipated site development and actual physical hangar construction. Totals have been rounded. **Table 1** below shows the break out for each phase of the work, and **Appendix A** has each estimate with unit price estimates.

Table 1: Cost Estimate per Phase

Phase	Site Development	Hangar Construction	Total
1	\$400,000	\$700,000	\$1,100,000
2	\$950,000	\$2,310,000	\$3,635,000
3	\$250,000	\$1,237,500	\$1,500,000
4 – Alt 1	\$210,000	\$610,000	\$820,000
4 – Alt 2	\$300,000	\$610,000	\$910,000

Summary

Century West analyzed potential hangar development sites at the Lexington Airport. Four phases were developed to identify different locations for construction. Cost estimates were then prepared for each phase to provide the County an order-of-magnitude estimate for the work.

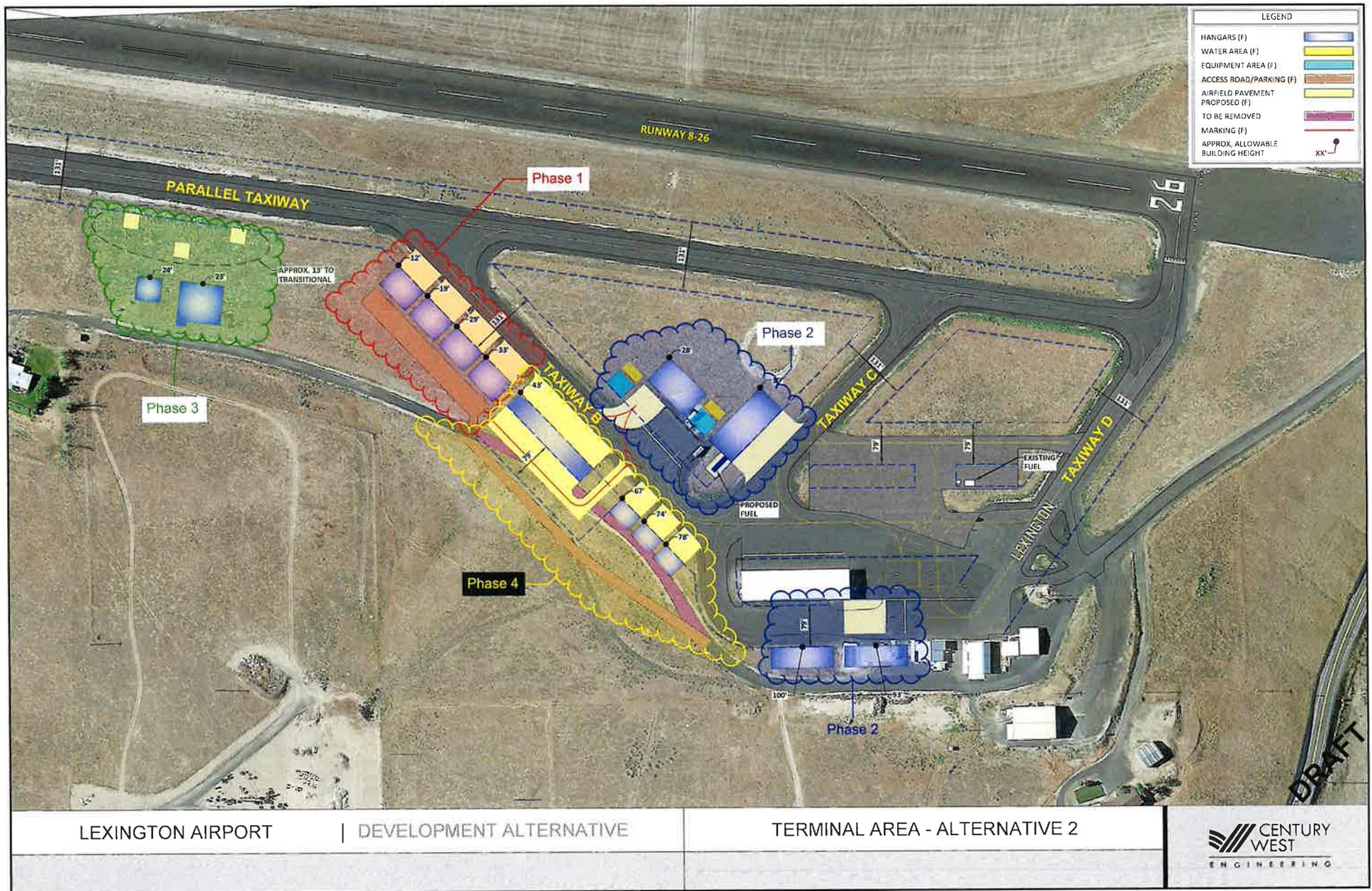
Once approved by the County, the next step with this work is to present the development alternative to FAA for review and comment. Then, the new hangars need to be reflected into the Airport Layout Plan via pen-and-ink change process.

The assumptions used in the cost estimating are listed below:

Assumptions

- Existing water well capacity is sufficient for new development; no new well will be constructed.
- \$25,000 connection fee for fiber. Windwave Fiber was not responsive when contacted regarding expansion at the Airport.
- Phase 1 and Phase 4 hangars will have 3-phase power but assumed no other utilities.
- Hangar cost estimates¹
 - \$50/SF or basic storage hangar
 - \$100/SF for agricultural hangars with septic and water.
 - \$150/SF for UAS hangars with offices, septic, and water.

¹ <https://docs.lib.purdue.edu/cgi/viewcontent.cgi?article=4229&context=roadschool>

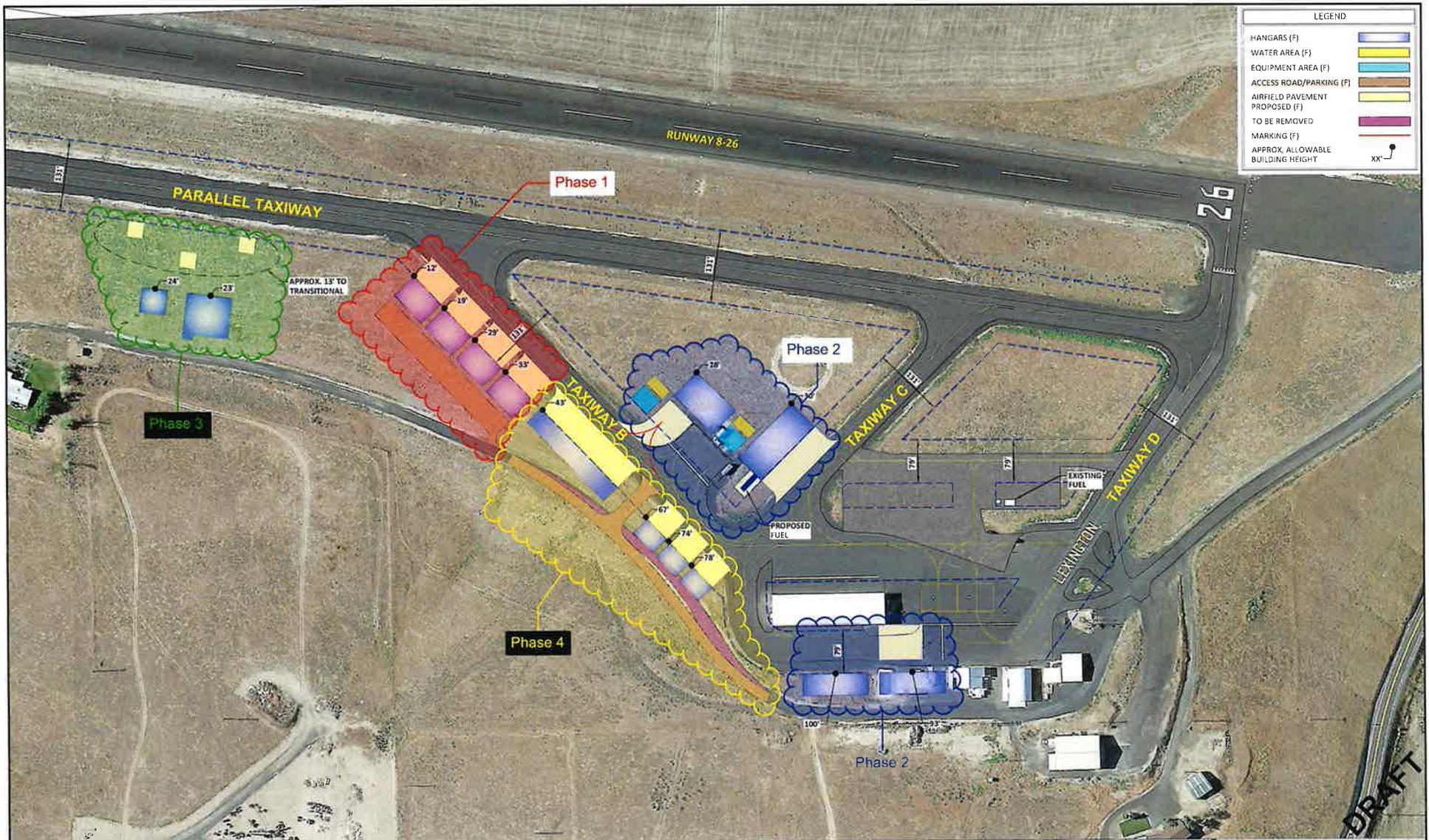


LEXINGTON AIRPORT

DEVELOPMENT ALTERNATIVE

TERMINAL AREA - ALTERNATIVE 2





LEGEND	
HANGARS (F)	
WATER AREA (F)	
EQUIPMENT AREA (F)	
ACCESS ROAD/PARKING (F)	
AIRFIELD PAVEMENT PROPOSED (F)	
TO BE REMOVED MARKING (F)	
APPROX. ALLOWABLE BUILDING HEIGHT	

LEXINGTON AIRPORT

DEVELOPMENT ALTERNATIVE

TERMINAL AREA - ALTERNATIVE 1



APPENDIX A



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.1
INFRASTRUCTURE
October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Clearing and Grubbing	ACRE	1	\$5,000	\$5,000
2	Unclassified Excavation	CY	1,510	\$10	\$1,890
3	Geotextile Fabric	SY	3,278	\$2	\$6,560
4	Underground 3-Phase Power	LF	1,300	\$20	\$26,000
5	Columbia Basin Electric Fees	LS	1	\$43,000	\$43,000
6	Bituminous Surface Course (3")	TON	570	\$125	\$71,250
7	Crushed Aggregate Base Course (13")	TON	2,420	\$50	\$121,000
8	Sanitary Sewer Grinder Pump	EA	1	\$15,000	\$15,000
9	Sanitary Sewer 1,250 Gallon Fiberglass Holding Tank	EA	2	\$17,000	\$34,000

SubTotal: \$323,700
25% Contingency: \$80,925
Total: \$400,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.1
HANGARS
October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Basic Hangar (4 units)	SF	14,000	\$50	\$700,000

SubTotal: \$700,000
Total: \$700,000

Grand Total Estimate (Infrastructure & Hangars): \$1,100,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.2
INFRASTRUCTURE
October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Clearing and Grubbing	ACRE	2	\$5,000	\$8,000
2	Unclassified Excavation	CY	920	\$10	\$9,200
3	Geotextile Fabric	SY	1,968	\$2	\$3,940
4	Underground 3-Phase Power	LF	1,300	\$20	\$26,000
5	Columbia Basin Electric Fees	LS	1	\$14,000	\$14,000
6	Waterline Extension	LF	500	\$60	\$30,000
7	Hydrant Assembly	EA	1	\$4,500	\$4,500
8	Water Valve	EA	2	\$500	\$1,000
9	Bituminous Surface Course (3")	TON	340	\$125	\$42,500
10	Crushed Aggregate Base Course (13")	TON	1,480	\$50	\$74,000
11	Sanitary Sewer Grinder Pump	EA	1	\$15,000	\$15,000
12	Sanitary Sewer 1,250 Gallon Fiberglass Holding Tank	EA	2	\$17,000	\$34,000
13	New Fuel Tank & Demo of Existing Tank	LS	1	\$500,000	\$500,000

SubTotal: \$762,140
25% Contingency: \$190,535
Total Estimate: \$950,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.2
HANGARS
October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Hangar w/Plumbing (2 Units)	SF	23,100	\$100	\$2,310,000

SubTotal: \$2,310,000
Total Estimate: \$2,310,000

Grand Total Estimate (Infrastructure & Hangars): \$3,260,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.3
INFRASTRUCTURE

October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Clearing and Grubbing	ACRE	0.5	\$5,000	\$2,500
2	Unclassified Excavation	CY	120	\$10	\$1,200
3	Geotextile Fabric	SY	300	\$2	\$600
4	Underground Fiber Optic Line	LF	3,250	\$20	\$65,000
5	Waterline Extension	LF	1,500	\$60	\$90,000
6	Fire Hydrant Assembly	EA	1	\$4,500	\$4,500
7	Water Valve	EA	2	\$500	\$1,000
8	Concrete Pavement (6")	SF	2,700	\$10	\$27,000
9	Crushed Aggregate Base Course (7")	TON	140	\$50	\$7,000

SubTotal: \$198,800
25% Contingency: \$49,700
Total Estimate: \$250,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.3
HANGARS

October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Hangar w/Office and Plumbing (2 units)	SF	8,250	\$150	\$1,237,500

SubTotal: \$1,237,500
Total: \$1,237,500

Grand Total Estimate (Infrastructure & Hangars): \$1,500,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.4 - ALT 1
INFRASTRUCTURE

October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Clearing and Grubbing	ACRE	2	\$5,000	\$10,000
2	Unclassified Excavation	CY	1,724	\$10	\$17,240
3	Road Embankment/Fill	CY	1,000	\$10	\$10,000
4	Geotextile Fabric	SY	3,656	\$2	\$7,310
5	Underground 3-Phase Power	LF	450	\$5	\$2,250
6	Columbia Basin Electric Fees	LS	1	\$12,000	\$12,000
7	Bituminous Surface Course (3")	TON	638	\$10	\$6,380
8	Crushed Aggregate Base Course (13")	TON	2,768	\$50	\$138,420

SubTotal: \$203,600

25% Contingency: \$5,090

Total Estimate: \$210,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.4 - ALT 1
HANGARS

October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Basic Hangar (7 units)	SF	12,200	\$50	\$610,000

SubTotal: \$610,000

Total: \$610,000

Grand Total Estimate (Infrastructure & Hangars): \$820,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.4 - ALT 2
INFRASTRUCTURE

October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Clearing and Grubbing	ACRE	2	\$5,000	\$10,000
2	Unclassified Excavation	CY	2,442	\$10	\$24,420
3	Road Embankment/Fill	CY	1,250	\$10	\$12,500
4	Geotextile Fabric	SY	5,208	\$2	\$10,420
5	Underground 3-Phase Power	LF	450	\$20	\$9,000
6	Columbia Basin Electric Fees	LS	1	\$12,000	\$12,000
7	Bituminous Surface Course (3")	TON	909	\$10	\$9,090
8	Crushed Aggregate Base Course (13")	TON	3,917	\$50	\$195,830

SubTotal: \$283,260

25% Contingency: \$7,082

Total Estimate: \$300,000



CENTURY WEST ENGINEERING
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT
HANGAR FEASIBILITY STUDY - PH.4 - ALT 2
HANGARS

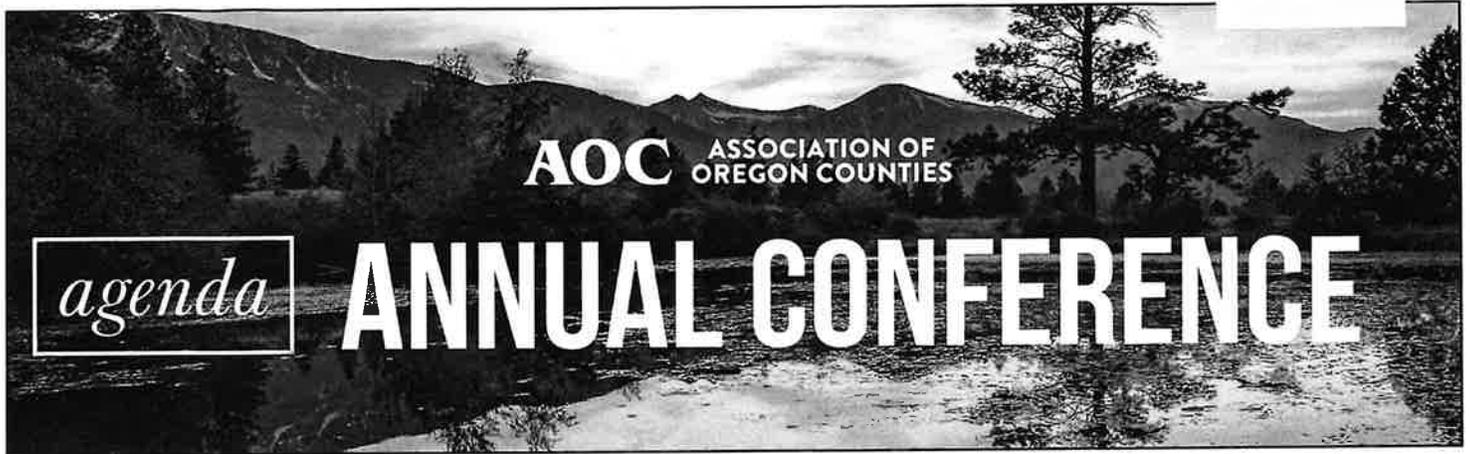
October 8, 2020

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Basic Hangar (10 units)	SF	12,200	\$50	\$610,000

SubTotal: \$610,000

Total: \$610,000

Grand Total Estimate (Infrastructure & Hangars): \$910,000



MONDAY, NOVEMBER 16, 2020

9:00 AM - 12:00 PM Pre-Conference Session | New Commissioner Orientation

TUESDAY, NOVEMBER 17, 2020

9:00 AM - 10:30 AM Opening General Session - Sponsored by Comcast
Welcome, Keynote, AOC Candidate Forum

10:30 AM - 11:00 AM Networking Break

11:00 AM - 12:00 PM President's Initiative - Sponsored by Pacific Power
Building Community

1:00 PM - 3:00 PM Community Renewable Energy Association (CREA) Annual Membership Meeting

3:00 PM - 5:00 PM County Administrators Business Meeting

WEDNESDAY, NOVEMBER 18, 2020

9:00 AM - 9:45 AM Concurrent Session
COVID-19 Conundrums in the Local Government Workplace

Concurrent Session
Veterans Healthcare 101: Understanding the Basics of How Veterans can Access Healthcare from the Federal VA System

Concurrent Session
Diversity, Equity, and Inclusion

9:45 AM - 10:00 AM Networking Break

10:00 AM - 10:45 AM Concurrent Session
Comprehensive Wildfire Policy: A 360 Degree Look at Oregon Wildfire Policy Discussions

Concurrent Session
Transportation System Funding Modernization

Concurrent Session
Crisis Communications

10:45 AM - 11:00 AM Networking Break

11:00 AM - 11:45 AM Concurrent Session
Police Reform

Concurrent Session
Health and Human Services in a COVID-19 Era

Concurrent Session - Sponsored by National Association of Counties
Leadership Development

AOC ASSOCIATION OF
OREGON COUNTIES

agenda

ANNUAL CONFERENCE

WEDNESDAY, NOVEMBER 18, 2020

1:00 PM - 3:00 PM

Council of Forest Trust Land Counties (CFTLC) Meeting

3:00 PM - 5:00 PM

Oregon Coastal Zone Management Association (OCZMA)

THURSDAY, NOVEMBER 19, 2020

9:00 AM - 11:30 AM

AOC Annual Business Meeting - Sponsored by CIS and Regence
Reports, Budget, Elections, CIS Safety Awards, Installation of Officers

1:00 PM - 2:00 PM

County Administrative Support Staff Meeting

CONFERENCE SPONSORS

Thank You Partners



cis benefits
cisbenefits.org



COMCAST



DLR Group



Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: November 2, 2020
RE: Administrator Monthly Report for October 2020

Below are the highlights for the month of October.

1. North County Government Building update:
 - a) On October 16, 2020 we held our ground breaking ceremony for the new building. Approximately 25-30 people were in attendance.
 - b) On October 20th, we held furniture meeting to establish what furniture should be in private offices.
 - c) On October 26th, we narrowed down our flooring, paint and cabinetry finishes for the building.
 - d) With the help of the Sheriff's Office, we were able to reduce our fixture unit count and will be able to use the current water meter, therefore saving us the expense of a larger water meter.
2. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. One of our top priorities was to meet the matrix for our children to go back to school. This was accomplished the last week of October! Hats off to the citizens of Morrow County!!!
3. The Leadership TEAM continues to work on our County Values. We started into our last Value-Passionate. We will start a review of our previous Values; Communication, Honesty, Team Oriented, and Engaged.
4. We interviewed for a Public Health Director and County Surveyor in October. We are excited to bring aboard Carla Bacon as our new Public Health Director and Matt Kenny as our County Surveyor!

5. Other projects or activities;
 - a) Courthouse Space Analysis
 - b) Sheriff Station 2
 - c) Long Range Planning
 - d) Retirement Plan implementation

Sincerely,



Darrell J Green



Morrow County Sheriff's Office - Monthly Stats 2020

Incident	July	August	Sept	October	Nov	Dec
Alarms	9	6	8	5		
Animal Complaint	39	25	37	37		
Agency Assist	21	20	22	19		
Assaults	8	0	9	2		
Burglary	3	0	2	3		
CHL	35	30	39	44		
Citizen Assist	20	15	14	11		
Civil Service	43	68	95	102		
County Code Calls	24	30	33	35		
Heppner area	0	0	1	0		
Irrigon area	11	8	21	15		
Bdmn area	11	22	10	20		
lone/Lex area	2	0	1	0		
Death Investigation	0	1	0	5		
Disturbance	13	15	16	8		
Dog	78	82	65	62		
Driving Complaints	102	93	86	153		
Drunk/Impaired Driver	4	1	8	2		
EMS	13	22	9	20		
Hit & Run	4	4	2	3		
Juvenile Complaints	9	6	29	27		
Motor Vehicle Crashes	6	1	4	7		
RV Code	1	1	0	0		
Suicidal	6	4	2	1		
Suspicious Activity	41	38	43	37		
Theft	15	15	11	15		
Trespass	9	14	7	6		
Traffic Stops - Cite	75	73	42	72		
Total Traffic Stops	219	150	150	212		
UUMV-Stolen vehicle	3	1	5	0		
Welfare Check	17	17	17	18		
Totals	817	805	755	906		
Other Misc. Incidents	881	637	936	588		
Total # of Incidents	1698	1442	1691	1494		
Felony Arrests	16	15	20	11		
Total # of Arrests	37	33	43	32		



Morrow County Sheriff's Office - Monthly Stats 2020

Incident	Jan	Feb	Mar	April	May	June	
Alarms	8	8	6	3	8	12	
Animal Complaint	14	23	13	29	31	20	
Agency Assist	17	10	10	20	1	24	
Assaults	4	1	5	1	13	5	
Burglary	4	8	0	2	2	4	
CHL	29	11	17	13	18	4	
Citizen Assist	18	16	10	17	18	19	
Civil Service	69	54	56	16	28	52	
County Code Calls	44	34	31	23	16	11	
Heppner area	3	1	2	0	2	1	
Irrigon area	23	27	15	9	8	4	
Bdmn area	17	5	16	13	6	6	
lone/Lex area	0	1	1	1	0	0	
Death Investigation	1	0	1	0	1	0	
Disturbance	9	10	23	16	12	17	
Dog	52	50	52	39	64	49	
Driving Complaints	102	124	150	95	82	101	
Drunk/Impaired Driver	4	1	4	3	1	1	
EMS	15	14	16	12	19	23	
Hit & Run	4	3	4	2	2	0	
Juvenile Complaints	12	30	17	4	21	11	
Motor Vehicle Crashes	24	7	7	4	4	6	
RV Code	0	0	0	0	0	0	
Suicidal	6	6	1	4	4	5	
Suspicious Activity	49	33	25	38	42	41	
Theft	15	10	11	7	15	13	
Trespass	13	10	6	17	9	7	
Traffic Stops - Cite	63	49	64	41	112	90	
Total Traffic Stops	201	197	228	105	240	212	
UUMV-Stolen vehicle	1	0	1	2	2	3	
Welfare Check	12	12	14	11	14	12	
Totals	790	721	772	483	779	742	
Other Misc. Incidents	594	622	624	729	739	821	
Total # of Incidents	1384	1343	1396	1212	1518	1563	
Felony Arrests	25	19	12	7	12	11	
Total # of Arrests	50	36	30	24	28	29	



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

Finance

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

TO: Board of Commissioners
Interested Parties

FROM: Kate Knop, Finance Director

DATE: November 4, 2020

RE: Finance Department – Quarterly Report

Please accept the Finance Director Quarterly Report for July – September, 2020. During the past quarter, our finance team efforts have focused on many duties and projects tied to year-end close, audit, budget implementation, COVID-19 reporting, and regular duties. As a team, we are providing a comprehensive department report.

- Budget FY 2020-2021
 - Two budget resolutions increased budget to \$50,499,189.
 - R-2020-23: Sheriff's department station 2: increase \$350,000
 - R-2020-22: Non-departmental for Boardman Food Pantry: increase \$100,000
 - Long Range Planning & Decision Asks presented to directors.
 - October 30, 2020 - OpenGov Software presentation to sample group of elected officials, directors, and managers with budget responsibilities.
- COVID – 19
 - State of Oregon Grant Agreement No. 1025 (Federal CARES dollars aka CRF agreement)
 - Amendment to BOC on August 5, 2020
 - Morrow County granted up to \$552,645 and \$519,082 requested year-to-date. Remaining appropriations: \$33,563.
 - CRF (CARES) Reimbursement Reporting
 - Third Period – July 1, 2020 – July 31, 2020
 - \$101,623
 - Fourth Period – August 1, 2020 – August 31, 2020
 - \$55,329
 - Fifth Period – September 1, 2020 – September 30, 2020
 - \$122,080
 - Reconciliations
 - Working with multiple departments on COVID – 19 revenue streams
 - On-going reconciliation for compliance.
- Independent & Single Audit
 - On-site Visit – September 28, 2020 – October 2, 2020

- Board of Commissioners Meetings
 - Agenda Items
 - Finance Department items: 28
 - Items include:
 - Accounts payable
 - Morrow County Equity Fund Loan
 - Budget committee member recruitment notice
 - Budget calendar
 - Grants to Cities, Resiliency Fund dollars presented three times
 - Retirement plan RFQ results
 - Budget Resolutions – two presented
 - Morrow County Retirement Trust - Actuarial Valuation
 - Other departments: 47 items
 - Support to other department include: intergovernmental agreements, personal service agreements, memos of understanding, bid awards, and agreements.
 - Work Sessions:
 - July 15, 2020 – OpenGov presentation
 - September 16, 2020 – Revenue forecast decrease due to COVID-19
 - October 21, 2020 Long range planning
- Morrow County Retirement Plan
 - The Defined Benefit Plan
 - Retirees: 6 confirmed
 - Single lump sum distribution: 4 confirmed
 - Retirement benefit estimate: 3 confirmed
 - The Defined Contribution Plan
 - Vendor, Edward Jones, chosen and working on timeline for implementation.
 - PERS Plan
 - Transferred to human resources for administration.
- Director’s Meeting
 - September 15, 2020 – long range planning topic
- Leadership Team
 - September 10, 2020, value - engaged
- Department Support
 - Public Works
 - Bi-weekly meetings
 - Review federal IGA’s
 - Health Department,
 - Assist with COVID-19 reporting, compliance, and quarterly fiscal reporting
- Finance Team
 - Staff Accountant – Deanne Irving
 - Audit
 - Year-end entries as required by GAAFR. Review all contracts for Federally sourced funds, review General Ledger for receipt of those funds, and begin to prepare the report for auditors. Monitor budget for final Fiscal Year 2019-2020 expenditures to ensure compliance.
 - Evaluate and complete requests for reclassification of revenue or expenditures made by various departments.
 - Fixed Assets and Insurance

- Reconcile CIS insurance schedules to the Fixed Assets and triangulate to the Department Equipment Lists. Insurance schedules currently itemize 167 Autos, 90 Mobile units, and 80 Property items. Monitor insurance claims, find and provide additional information as needed. Request newly acquired vehicles or equipment additions with insurance company.
 - Compile, reconcile, and add new capital outlay items to Fixed Assets. Monitor, review and capture costs for ongoing capital projects. Receive documentation from all departments for Fixed Asset dispositions. Continue quest to locate documentation of assets that are no longer in service or possession of the County.
 - Reconciliations
 - Update approximately nine different ongoing monthly reconciliations to assure revenue and expenditures are balanced, and County is compliant with pass-through agreements.
 - Accounts Payable / Contracts
 - Reviewing weekly Accounts Payable claims focusing on budget requirements and contract and procurement compliance. Continue to maintain list of contracts with emphasis on their fiscal impact and revenue source.
 - COVID-19
 - Reconcile, review and prepare CARES reimbursement request to State for Round 2, 3, and 4.
 - Quarterly and Annual Reports
 - Continue to construct and improve processes for efficient extraction of fiscal data to allow for timely report filing. Provided fiscal information for eight reports for the final quarter of the fiscal year working with six different departments. One of these reports consisted of nineteen individual reports that all must be cross check with the CARES reimbursement request to ensure each expenditure is only being reported once to prevent “double-dipping”.
 - Prepare and submit four reports impacting three different funds. Assist fourth department by extracting fiscal information for an annual survey.
- Accounts Payable – SaBrina Bailey – Cave
- Processed three monthly Retirement Tax payments with IRS and four States.
 - I tracked our 17 Centurylink accounts, with four different due dates. I verified we paid any past due amounts listed as it takes up to 14 days from the check date before Centurylink posts our payment.
 - I tracked our 8 US Cellular accounts, with four different due dates and verified we paid any past due amounts listed.
 - I tracked our 7 Verizon accounts, with three different due dates and verified we paid any past due amounts listed.
 - I tracked our 47 VISA accounts. I keep a spreadsheet on the amount spent for the Fiscal Year. I communicated with any dept that hadn’t turned in their bill to verify if they had any activity on their card during the previous month.
 - I tracked our 15 Copier accounts, through five different vendors. I keep a spreadsheet on the amount spent. This will require a bit more watching over the next few months as we phase out our old copiers and get completely switched over to one vendor.
 - After we switched to a Reserve account for our postage use, I now only track 5 Pitney Bowes leases and work with Roberta to ensure we get the invoices paid in a timely fashion as they charge interest and late fees.

- I tracked our 7 Devin Oil accounts and 8 MCGG accounts. I contacted the depts to inquire if they had any activity the previous month to ensure these are paid by the due dates of the 15th and 25th, respectively.
- When COVID impacted our daily business activities, I copied and tracked any monies we paid for lodging or conferences, in advance, to ensure we received refunds. Before year end close, I contacted any dept that had not received these monies yet so they could contact the vendor for a refund and have it reflected in the proper fiscal year.
- Monthly, I requested W-9s from vendors in our system that we have never received a form from, sometimes by sending a request through their website, other times by sending a letter and copy of the form.
- Daily, I handled inquiries from various depts. I expedited my research so the depts had their answers and could move forward with whatever had them making the request in the first place.
- I have reconciled the 1099 report for invoices reflected through the end of Sept.
- I assisted the Audit team by pulling two pages worth of invoices for them. This showed me what types of invoices they scrutinize and I make sure we have the proper backup attached to those types of purchases. When checking any past due balance listed on an invoice, I research the information and write the findings on the invoice so if the auditors pull it to look at, it explains why we did not pay the total amount listed as due.
- I pull information on purchases/contracts from our archived files or BOC meeting packets to have on hand when invoices come in. Many times, there's little to no back up included with large dollar invoices, or a copy of contract listing prices & certificate of insurance, when we are billed by vendors we have current contracts with. If we do not have a copy of a contract, I contact Public Works/Road to have one scanned over. Then I make copies of all the backup to have for recording/updating Fixed Assets.
- I am constantly improving the Vendor Description and G/L Disbursement lines to accurately and transparently list information on our purchases. This is done with only 30 characters on each line! When doing this, I will often search online for information on the product listed on the invoice, as many of them are abbreviated to the point I'm not quite certain what the product even is. I list equipment number, property number, department name, etc. so that whomever searches the G/L Detail Report can track expenses for their particular dept or project.
- **Accounts Payable - Quarter Totals: invoices – 2,101 invoices, total dollars - \$ 4,622,960**
 - July APs: 771 invoices, for 283 vendors, totaling \$ 1,951,547.
 - Aug APs: 684 invoices, for 243 vendors, totaling \$ 1,302,867
 - Sep APs: 646 invoices, for 247 vendors, totaling \$ 1,368,546

DATE	INV #	\$ AMT	VENDORS	VOIDS	MANUAL
7/1/20					
7/2/20	75	\$ 60,465.29	39		
7/9/20	149	\$ 264,336.33	66		
7/14/20	1	\$ 11,735.00	1		1 geodc
7/16/20	90	\$ 10,720.89	1		VISA
7/16/20	166	\$ 273,766.62	81		
7/23/20	191	\$ 408,246.46	55		
7/29/20	1			1	wares
7/30/20	98	\$ 922,276.67	40		
July Totals	771	\$ 1,951,547.26	283	1	1

DATE	INV #	\$ AMT	VENDORS	VOIDS	MANUAL
8/6/20	185	\$ 356,264.18	63		
8/13/20	150	\$ 571,085.61	74		
8/13/20	91	\$ 16,160.97	1		VISA
8/20/20	167	\$ 210,001.10	60		
8/27/20	90	\$ 134,355.15	44		
8/27/20	1	\$ 15,000.00	1		1 pitney bowes
Aug Totals	684	\$ 1,302,867.01	243	0	1

DATE	INV #	\$ AMT	VENDORS	VOIDS	MANUAL
9/3/20	82	\$ 81,135.19	48		
9/10/20	180	\$ 404,395.25	71		
9/10/20	77	\$ 5,172.46	1		VISA
9/17/20	154	\$ 213,229.27	61		
9/25/20	1	\$ 5,000.00			1 rural equity allies
9/27/20	152	\$ 659,614.13	66		
Sep Totals	646	\$ 1,368,546.30	247	0	1

QTR Totals **2101** **\$ 4,622,960.57** 1 VOID & 3 Manual Cks
 invs