

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 5, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

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 21, 2022; June 28, 2022
 - c. 7th Amendment to OHA Agreement For The Financing of Public Health Services
 - d. ODOT Agreement #35390 Covid Relief Discretionary Grant
5. **Business Items**
 - a. Water Coordinator RFP Proposal (Tamra Mabbott, Planning Director)
 - b. Amazon Road Use Agreement (Eric Imes, Public Works Director)
 - c. Purchase Preauthorization – V-Plow (Mike Haugen, Road Master)
 - d. Highly Rural Transportation Grant Agreement No. VS_0171 (Katie Imes, Transportation Manager)
6. **Old Business**
 - a. The Loop Vehicle Purchase Preauthorization (Katie Imes, Transportation Manager)
 - b. Administrator/Chief of Staff Position (Lindsay Grogan, Human Resources Director)
 - c. AOC Product Tasting Discussion
7. **Department Reports**
 - a. Tourism Quarterly Report, Karie Walchli
 - b. Sheriff's Office Monthly Report (Melissa Camarillo)
 - c. Fair Quarterly Report (Ann Jones)
 - d. District Attorney Quarterly Report (Justin Nelson, DA)
8. **Commissioner Liaison Reports**
9. **Correspondence**
10. **Commissioner Reports**
11. **Signing of documents**
12. **Adjournment**

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Karen Wolff 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 Chair Jim Doherty at (541) 571-0584.

Zoom Meeting Information

<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
October 5, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person:

Chair Jim Doherty
Commissioner Don Russell
Commissioner Melissa Lindsay
Karen Wolff, Board Staff
Justin Nelson, County Counsel

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

City and Citizen Comments

Debbie Radie, VP Operations, Boardman Foods

Ms. Radie explained that she is the leader of the Business Coalition. She thanked the Commissioner for funding the testing of water samples in the county. The Business Coalition was formed to support the needs of residents at a time when the State could not address those needs. There is \$121,000 in an account with BCDA (Boardman Community Development Association) for water filters. These funds pay for filters and their installation. The business community is very supportive of the needs of Morrow County residents.

Chair Doherty agreed.

Open agenda

Commissioner Russell had nothing to add.
Commissioner Lindsay had nothing to add.

Consent Calendar

Commissioner Russell moved to approve the Consent Calendar, consisting of: Accounts Payables; Minutes September 21, 2022; Minutes June 28, 2022; 7th Amendment to OHA Agreement For The Financing of Public Health Services; and ODOT Agreement #35390 Covid Relief Discretionary Grant. Commissioner Lindsay seconded. Unanimous approval.

Business Items

Water Coordinator RFP Proposal

Tamra Mabbott, Planning Director

Ms. Mabbott reviewed the draft RFP (Request For Proposal). This has been vetted by County Counsel. Also discuss funding.

Commissioner Lindsay said this has been built as just a Morrow County position, rather than a shared Morrow County/Umatilla County position. She would like to do a 12 – 24 month review of the position and see how it is working.

Chair Doherty said there are several water projects in Morrow County that could benefit from this position. When asked, Kevin Ince, Finance Director said that ARPA funds could be used for this position. No budget adjustments needed.

Commissioner Russell suggested a one (1) year contract with an option to extend for another year.

Commissioner Lindsay moved to approve the Request For Proposals (RFP) for a Water Coordinator and build in options to extend the contract if desired. Commissioner Russell seconded. Discussion. Unanimous.

Road Use Agreement With Amazon Data Services

Eric Imes, Public Works Director

Commissioner Russell declared he has a Potential Conflict of Interest due to his financial interest in a company named Windwave, a provider of fiber optics, as advised by the Ethics Commission.

Mr. Imes reviewed the provided documents. Justin Nelson, County Counsel explained that we have worked through a lot of Road Agreements over the last several months and this is a current template for Road Agreements.

Commissioner Lindsay moved to approve the Morrow County Road Use Agreement with Amazon Data Services, Inc. as presented. Chair Doherty seconded. Commissioner Lindsay aye. Chair Doherty aye. Commissioner Russell abstain. Motion carried 2-0.

Purchase Preauthorization V-Plow

Mike Haugen, Assistant Road Master

Mr. Haugen explained that the Road Department is trying to get prepared before a big snow storm. This will go on one of our graders.

Commissioner Lindsay moved to approve the Purchase Preauthorization for a Henke 12' Folding V-Plow for \$32,330.00. Commissioner Russell seconded. Unanimous approval.

Highly Rural Transportation Grant

Katie Imes, Transportation Manager

Ms. Imes explained that this is an annual grant through the Department of Veterans Administration. Ms. Imes reviewed the provided documents.

Commissioner Russell moved to approve the State of Oregon, Oregon Department of Veteran's Affairs 2022-23 Transportation of Veterans in Highly rural Areas Grant Agreement – Morrow County Grant No. [VS_0171} and authorize Chair Doherty to sign on behalf of Morrow County. Commissioner Lindsay seconded. Discussion. Unanimous approval.

Old Business

Purchase Preauthorization Minivan

Katie Imes, Transportation Manager

Ms. Imes explained that she was requested to bring this item back to the Board with additional analysis of total costs. Ms. Imes reviewed the provided documents. Commissioner Lindsay said her questions have been answered.

Commissioner Russell said the fuel economy was a big issue for him. Commissioner Russell asked replacement schedule. Ms. Imes said ODOT recommends replacement after 150,000 miles.

Discussion.

Chair Doherty moved to approve the purchase of the 2022 Sienna – LE AWD 8-passenger Hybrid CVT for \$39,235.00. Commissioner Russell seconded. Unanimous approval.

Administrator/Chief of Staff Position

Lindsay Grogan, Human Resources Director

Ms. Grogan explained that she reached out to the Commissioner-elects for their input. This was shared with the Commissioners in an earlier email. There have been a few changes to Chief Of Staff job description.

Chair Doherty moved to move forward with Chief of Staff position and direct Human Resources to post the position. Commissioner Lindsay seconded. Discussion.

Commissioner Russell prefers an Administrator. If the incoming Commissioners want an Administrator, it would be a disservice to bring on a new employee as a Chief of Staff. Commissioner Russell offered his spot on the Interview Team to another Elected Official or a Commissioner-Elect. Commissioner Russell explained that he will no longer be a Commissioner when this position is filled.

Chair Doherty aye. Commissioner Lindsay aye. Commissioner Russell nay. Motion carried 2-1.

Ms. Grogan reviewed her recruitment plan. Will start local.

Commissioner Lindsay said she would like to do something in the interim, next week. Chair Doherty agreed. Chair Doherty will meet with Ms. Grogan to determine a path forward for Interim Chief of Staff.

AOC Product Tasting

Karie Walchli, Tourism

Suspended for technological issues.

Department Report

Sheriff Department Monthly Report

The Commissioner reviewed the written report and accepted by consensus.

Fair Quarterly Report

Ann Jones, Fair Secretary

Ms. Jones reviewed the written report, which was accepted by consensus.

Sheriff Report - continued

Commissioner Russell asked to go back to the Sheriff Report. Commissioner Russell believes we would be remiss to not note that the Sheriff is resigning. Commissioner Russell wants Human Resources to look at the potential for nepotism.

AOC Product Tasting

Karie Walchli, Tourism

Ms. Walchli updated on plans for the Association of Oregon Counties (AOC) Annual Conference Product Tasting. She is doing both Umatilla County and Morrow County tables. Has ordered some Swag. Has a lot of plans for this event.

Liaison reports

Commissioner Lindsay - Nothing to report.

Chair Doherty - Nothing to report.

Commissioner Russell said his conversations were about Administrator vs. Chief of Staff positions.

Correspondence

The Board reviewed the letter from Sheriff Matlack advising the Board of his intent to retire November 1, 2022. The Board said they appreciate his services. Ms. Grogan will contact the Sheriff about a day to recognize him.

Reviewed remaining correspondence.

Commissioner Russell said there is a letter of interest for the Sheriff position from Mark Pratt.

District Attorney Update

Justin Nelson, District Attorney

Mr. Nelson provided an oral report. Things seem to be going well. Translators and translating have been and will continue to be a challenge.

Commissioner Reports

Commissioner Russell reported on the dedication of Wheatridge Wind, Solar and Storage Facility. Portland General Electric asked Commissioner Russell to say a few words for Morrow County.

The ASA mediation group met again on Monday. Commissioner Russell was surprised and disappointed that Commissioner Lindsay called the mediator in the meeting and said “If Commissioner Russell was in the meeting, the meeting was to be shut down.” It put the mediator in a difficult position, so Commissioner Russell stepped out.

Commissioner Lindsay clarified that those were not her words. Commissioner Russell said that is what was relayed to him immediately following the phone call. The mediator told Commissioner Russell that she was being put between a rock and a hard place and she should not be put in the middle of county politics. Commissioner Russell agreed with the mediator. Commissioner Lindsay agreed with the mediator as well.

Commissioner Lindsay explained that at the prior ASA mediation meeting it was decided in ground rules there would be no Commissioners or Board of Directors at the actual mediation. She received several texts and phone calls from both sides asking why Morrow County was not following our mediator’s ground rules and why were the rules changing. Commissioner Lindsay asked Ms. Heckathorn to call her because of those concerns. Commissioner Lindsay’s goal was to keep everyone at the table and in the room and having the conversation. Commissioner Lindsay stated she did not say “Shut it down” or “Kick you out.” Commissioner Lindsay said she did not intend to offend Commissioner Russell or slight him in any way. If the rules were going to change, it should come back to the Board for discussion.

Commissioner Russell said Commissioner Lindsay’s actions spoke pretty loudly.

Commissioner Russell said he understands he is the lead on this. Commissioner Lindsay said the minutes do not reflect that.

Commissioner Russell left the meeting at 10:43 am.

Commissioner Lindsay - no Commissioner Report.

Adjourn 10:44 am.



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

(For BOC Use)
Item #

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

Presenter at BOC: Robin Canaday
Department: Public Health
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 09/30/2022
Requested Agenda Date: 10/5/2022

Oregon Health Authority Intergovernmental Agreement #169524-7

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97232
Effective Dates - From: 7/01/2022 Through: 06/30/2023
Total Contract Amount: \$22,663.17 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Robin Canaday 09/30/2022 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):

Seventh Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement #169524 for the financing of Public Health Services

Increase in Award for Reproductive Health Community Participation and assurance of access; in the amount of \$13,677.17

Increase in Award amount for Public Health Practice; immunization Services; in the amount of \$8,986.00

2. FISCAL IMPACT:

Funding for the Program Elements utilized by Morrow Public Health Dept.

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

Motion to accept the Seventh Amendment to IGA #169524

Attach additional background documentation as needed.

Agreement #169524



**SEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Seventh Amendment to Oregon Health Authority 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2021, (as amended and restated the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2023 (FY23) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

1. This Amendment is effective on August 1, 2022, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to modify the certain line items titles and funding source identifiers as follows, deleted language is ~~struck through~~ and new language is **bold and underlined**:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
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PE 43 – Immunization Services

<u>PE 43-01 Immunization Services</u>	<u>FF</u>	<u>CDC/Immunization Cooperative Agreements</u>	<u>93.268</u>	<u>N</u>	<u>Y</u>
<u>PE 43-02 Wallowa County and School Law</u>	<u>GF</u>	<u>N/A</u>	<u>N/A</u>	<u>N</u>	<u>N</u>
<u>PE 43-06 CARES Flu</u>	<u>FF</u>	<u>CDC/Immunization and Vaccines for Children</u>	<u>93.268</u>	<u>N</u>	<u>Y</u>
<u>PE 43-07 School Law</u>	<u>GF</u>	<u>N/A</u>	<u>N/A</u>	<u>N</u>	<u>N</u>

PE 46 – Reproductive Health

<u>PE 46-05 RH Community Access</u>	<u>GFFF</u>	<u>DHHS/Family Planning Services</u> N/A	N/A <u>93.217</u>	<u>N</u>	N <u>Y</u>
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- b. Exhibit B Program Element Descriptions are either added or modified as stated by Attachment A attached hereto and incorporated herein by this reference:
 - c. Section 1 of Exhibit C of the Agreement, entitled “Financial Assistance Award” for FY23 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY23)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
 - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

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

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By:  _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Wendy Johnson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on September 19, 2022, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Program Element Description(s)**

This Program Element #01 is hereby superseded and replaced as follows:

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. The work in this Program Element is also in furtherance of the Oregon Health Authority's strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X	X	X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases) as prescribed in OHA CD Investigative Guidelines available at:
<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**
In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. OHA will share with LPHA the grant agreement and deliverables between OHA and OHA-funded CBOs and the contact information for all the CBOs. LPHA must communicate with OHA-funded CBOs about any changes that will affect coordination for wraparound services.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i)** Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (j)** Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with OHA regional field operations coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

(3) Case Investigation

LPHA must:

- (a) Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all high-risk COVID-19 case investigation and outbreaks in Opera and Opera Outbreaks, as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in OPERA.
- (d) Ensure all LPHA staff designated to utilize Opera are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

(4) Isolation.

LPHA must facilitate efforts, including by partnering with OHA-funded CBOs and other community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained and, to the extent the LPHA has sufficient resources, make available direct services as needed. LPHA must cooperate with CBOs and other community resources to provide referral and follow-up for social services and wraparound supports for affected individuals and communities.

(6) Tribal Nation support.

LPHA must ensure alignment of supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) **Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) **Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.
- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
- (c) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

(8) **COVID-19 Vaccine Planning and Distribution.**

As CARES/COVID supplemental funding resources are available, LPHA must:

- (a) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccines in their communities.
- (b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal and OHA guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends) when needed to ensure access to COVID-19 vaccines.
- (c) Prioritize vaccine distribution and administration in accordance with federal and OHA guidance.
- (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
- (e) Plan and implement vaccination activities with organizations as needed to ensure equitable access to COVID-19 vaccines in the jurisdiction. Example organizations include but are not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Faith-based or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes

- Organizations and businesses that employ critical workforce
- First responder organizations
- Non-traditional providers and locations that serve high-risk populations
- Other partners that serve underserved populations

(f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities

(9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. **Reporting Requirements.** Provide quarterly reporting to OHA on COVID-19 vaccine activities.

7. **Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

This Program Element #13 is hereby superseded and replace as follows:

Program Element #13: Tobacco Prevention Education Program (TPEP)

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:
 - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
 - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
 - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
 - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry’s influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program			Foundational Capabilities								
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

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<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>					
<i>X = Other applicable foundational programs</i>										
Facilitation of Community Partnerships		*		X	X	X	X	X	X	X
Creating Tobacco-free Environments		*		X	X	X	X	X	X	X
Countering Pro-Tobacco Influences		*			X	X	X	X	X	X
Promoting Quitting Among Adults and Youth		X		*	X	X	X	X	X	X
Enforcement		*	X		X	X	X	X	X	X
Reducing the Burden of Tobacco-Related Chronic Disease		*		X	X	X	X	X	X	X

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Adults who smoke cigarettes

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Percent of community members reached by local tobacco-free policies

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.
- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.

- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. **Performance Measures.**

a. LPHA must operate the Tobacco Prevention Education Program (TPEP) described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local tobacco-free policies

b. If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

This Program Element #43 is hereby added as follows:

Program Element #43: Immunization Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice, Immunization Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Immunization Services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Services include population-based services including public education to increase vaccine confidence, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations, as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity for all persons in the jurisdiction.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines, including adults on Medicare and/or the Oregon Health Plan
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- f. **Delegate Addendum:** A document serving as a contract between LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a Public Provider Agreement and Profile.
- g. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- h. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- i. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** A digital version of a patient's paper medical chart.
- j. **Emergency Use Authorization or EUA:** Federally required patient handouts produced by the FDA with information about the risks and benefits of vaccines authorized for emergency use.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.

- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- n. **Immunization Quality Improvement for Providers (IQIP):** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Previously called AFIX.
- o. **Oregon Vaccine Stewardship Statute:** State law requiring all Vaccine Access Program enrolled providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
- p. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- q. **Public Provider Agreement and Profile:** Signed agreement between OHA and LPHA that receives vaccines through VAP or VFC. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- t. **Vaccine Access Program (VAP):** Vaccine or Immune Globulin procured by the OHA with state and federal funds used to assure vaccine availability to specified groups.
- u. **Vaccine Adverse Events Reporting System (VAERS):** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual's eligibility for VAP based on insurance coverage for immunization.
- w. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs that have Deputization agreements with FQHCs/RHCs.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement (VIS):** Federally required patient handouts produced by the CDC with information about the risks and benefits of each vaccine.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Vaccines for Children Program Enrollment				*		X					X	
Oregon Vaccine Stewardship Statute				*	X							
Vaccine Management				*							X	
Billable Doses/IG				*		X						
Delegate Agencies				*			X					
Vaccine Administration				*							X	
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*				X				
Surveillance of Vaccine-Preventable Diseases	*							X				
Adverse Events Following Immunizations				*								
Perinatal Hepatitis B Prevention, Screening and Documentation	*							X				
School/Facility Immunization Law				*				X				

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Two-year-old vaccination rates.

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

IQIP program.

- 4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. **Vaccine Access Program OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VAP provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VAP or VFC Provider.

- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

- c. **Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventories must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA’s Immunization Program.

- d. **Billable Doses/Immune Globulin .**

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

- e. **Delegate Agencies.**

If LPHA has a Subcontract for Immunization Services, LPHA must complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.

- f. **Vaccine Administration.**

- (1) Vaccines must be administered as directed in the most current, signed version of OHA’s Model Standing Orders for Immunizations.
- (2) LPHA must ensure that Clinical Immunization Staff annually view a minimum of one hour of immunization-specific continuing education like the Epidemiology and Prevention of Vaccine-Preventable Diseases program **or** the annual Immunization Update. Other immunization continuing education from sources like the CDC, Children’s Hospital of Philadelphia, American Academy of Pediatrics, etc. are also acceptable.
- (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the EUA or VIS and has had their questions answered prior to the administration of the vaccine.
 - (b) Make the EUA or VIS available in other languages or formats when needed (e.g., when English is not a patient’s primary language or for those needing the EUA VIS in braille).

- (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
- (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements, in a permanent medical record. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
- (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards as provided in Attachment 1 to this PE, incorporated by reference.

g. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. Activities may include:
 - Activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
 - One of these activities must be related to promoting IQIP participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote IQIP activities.

h. Tracking and Recall.

- (1) LPHA must provide Forecasting for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system.
- (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
- (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

- i. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>

<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

- j. **Adverse Events Following Immunizations.**

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#GuidanceI>;
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses;
- (3) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

- k. **Perinatal Hepatitis B Prevention, Screening and Documentation**

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

I. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at https://www.oregonlegislature.gov/bills_laws/ors/ors433.html.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children’s facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping to parents and to schools all Exclusion Orders, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xal6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDivision=1265. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children’s facilities, and can confirm receipt of materials.
- (4) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA’s Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Supplemental Funding Opportunities

- (1) LPHA may apply for additional supplemental funding grants by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) At the discretion of the OHA Immunization Program, a supplemental funding opportunity may not require application, but will be distributed through a formula approved by the Conference of Local Health Officials.
- (3) LPHA may receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant’s objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

- a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.l.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.
- f. LPHA must submit any status reports required by supplemental grants accepted by the LPHA.

7. Performance Measures.

- a. LPHA must operate Immunization Services in a manner designed to achieve the following public health accountability process measure: Percent of Vaccines for Children clinics that participate in the IQIP program.
- b. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90%, LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- c. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- d. LPHA must receive 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day. LPHA must follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

Attachment 1

OREGON'S IMMUNIZATION BILLING STANDARDS

Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- Determine vaccine administration fees based on the actual cost of service and document how fees were determined
- Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- Develop immunization billing policies and procedures that address:
 - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, "We will not charge more than the OIP-published price for billable vaccine."
 - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Conduct regular quality assurance measures to ensure costs related to LPHA's immunization services are being covered
- Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

This Program Element #46 is hereby added as follows:

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

- Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to ensure access to reproductive health services.

Funds provided through this Program Element support LPHAs efforts toward ensuring community-wide partnerships and assurance of access to, culturally responsive, high-quality, and evidence-based reproductive health services.

This Program Element uses a systems approach to ensure that LPHAs lead efforts to develop a community-based approach to ensuring that equitable access to reproductive health services is available – leveraging partnerships with community organizations and other service providers to assist in meeting the need.

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- Definitions Specific to Reproductive Health.** Not applicable.
- Program with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):
 - Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program			Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health Access to clinical preventive services	Population Health Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

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<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>						
Develop and maintain strategic partnerships with shared accountability driving collective impact to support public health goals related to reproductive health			*			X	X	X	X		
In collaboration with community partners, identify barriers to access and gaps in reproductive health services		X	*			X	X	X			
In collaboration with community partners, develop and implement strategic plans to address these gaps and barriers to access to reproductive health services		X	*			X	X		X	X	
In collaboration with community partners, evaluate the impact of the strategic plan (developed in Program Component 3).		X	*			X	X	X	X		

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Effective Contraceptive Use

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Effective Contraceptive Use

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50, subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).

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- b. LPHA must develop and engage in activities as described in its Local Program Plan as follows:
 - (1) The Local Program Plan must be developed using the guidance provided in Attachment 1, “Reproductive Health Program – FY 22 Local Program Plan Guidance”, incorporated herein with this reference.
 - (2) The Local Program Plan must address the Program Components as defined in Section 3.a., above, that meet the needs of their specific community.
 - (3) The Local Program Plan must include activities that address community needs and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4) The Local Program Plan must outline how LPHA intends to ensure access to comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving those with limited resources and experiencing health disparities.
 - (5) The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.
 - (6) OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to Reproductive Health services.
- c. LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

LPHA must provide progress reports as included in the OHA approved Local Program Plan.

7. Performance Measures.

LPHA must operate the PE 46 program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Effective Contraceptive Use.

Attachment 1
Reproductive Health Program – FY 22 Local Program Plan Guidance
Community Partnerships and Assurance of Access to
Reproductive Health Services

Overarching Goal: Ensure regional access to comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving individuals with limited resources and experiencing health disparities.

Instructions

LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. LPHA should identify at least one objective and associated activities to support work at that stage, with the goal of eventually moving to the next component on the continuum. LPHAs should collaborate with community partners, and consider including community members experiencing health disparities, within each program component.



Partnerships with other health care providers and/or RHCare agencies is highly encouraged. In addition, LPHA should consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few. LPHA should consider other local task forces or advisory groups focused on improving quality of life/health disparities/inequities for the populations the LPHA is trying to serve. LPHAs are also encouraged to think about inviting and engaging community members from the populations the LPHA is trying to serve, to be partners.

It is understood that the work may not necessarily be linear but may identify the need to circle back to an earlier step, such as the need to bring in additional partners.

Program Component 1: Develop and maintain strategic partnerships with shared accountability to drive a collective impact to support public health goals related to Reproductive Health (RH) services.

Objective 1A: Convene on-going partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services within the community.

Objective 1B: Create objective related to developing strategic partnerships, with shared accountability, to drive a collective impact in support of public health goals related to RH.

Suggested Activities: Create partnership agreements with community providers/organizations identifying roles and areas of collaboration; host or co-host community forums/outreach events; establish coalition with regular meetings; or create charter and/or workplan.

Program Component 2: In collaboration with community partners, identify barriers to access and gaps in RH services

Objective 2A: Conduct local assessment(s) of access to culturally responsive, high-quality, evidence-based RH services to identify barriers to access and gaps in services.

Objective 2B: Evaluate the impact of local policies, interventions, and programs on access to culturally responsive, high-quality, evidenced-based RH services and associated barriers and gaps.

Objective 2C: Following assessment and/or evaluation, share data, summaries and reports, following assessment and/or evaluation, with community members, partners, policy makers, and others.

Objective 2D: Create own objective to identify barriers to access and gaps in RH services.

Suggested Activities: Conduct survey or focus groups; interview key stakeholders and/or consumers; present findings and other data to community partners, members, and decision-makers; review regional policies and evaluate effectiveness in addressing gaps or barriers in access; or share data/results through community meetings, written reports, and/or online resources.

Program Component 3: In collaboration with community partners, develop and implement strategic plans to address gaps and barriers to accessing RH services

Objective 3A: Develop a plan for improving access to RH services, addressing how to reduce or eliminate health disparities.

Objective 3B: Specifically engage communities experiencing health disparities so they can actively participate in planning to address their needs.

Objective 3C: Implement plan for improved access to RH services.

Objective 3D: Assure that community members are aware of RH providers within the community through multiple communication channels.

Objective 3E: Create own objective to develop and implement strategic plans to address gaps and barriers to accessing RH services.

Suggested Activities: Host community listening and planning sessions to create a strategic plan; collaboratively develop and implement strategic outreach/marketing plan; develop online or print materials with information about RH providers within the community; develop evaluation plan or process; utilize evaluation findings to make system improvements; hold a forum; or create a website.

Program Component 4: In collaboration with community partners, evaluate the impact of the strategic plan (developed in Program Component 3)

Objective 4A: With community partners, evaluate previously implemented plan to improve access to RH services.

Objective 4B: Consult with the RH Program to determine evaluation process.

Objective 4C: Determine own evaluation process.

Suggested Activities: Evaluate impact of community coalitions; evaluate existing resources/ tools.

**Attachment 2
Local Program Budget Template**

OREGON HEALTH AUTHORITY
 Program Element #46
 Reproductive Health Program
 EMAIL TO: RH.program@state.or.us

Fiscal Year: _____

Sub Recipient Organization Name: _____

Budget period From: _____ To: _____

Budget			
Categories	OHA/PHD	Non-OHA/PHD	Total Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts			\$ -
Travel			\$ -
Supplies			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
TOTAL Budget	\$ -	\$ -	\$ -

Prepared by (print name) _____

 Email

 Telephone

**Attachment B
Financial Assistance Award (FY23)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	2) Issue Date Monday, August 1, 2022	This Action Amendment
	3) Award Period From July 1, 2022 through June 30, 2023	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$15,225.00	\$0.00	\$15,225.00
PE10-02	Sexually Transmitted Disease (STD)	\$47,266.00	\$0.00	\$47,266.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$67,212.00	\$0.00	\$67,212.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$7,500.00	\$0.00	\$7,500.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,900.00	\$0.00	\$1,900.00
PE42-04	MCAH Babies First! General Funds	\$6,077.00	\$0.00	\$6,077.00
PE42-06	MCAH General Funds & Title XIX	\$3,567.00	\$0.00	\$3,567.00
PE42-11	MCAH Title V	\$18,483.00	\$0.00	\$18,483.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,500.00	\$0.00	\$2,500.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$8,986.00	\$8,986.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$40,000.00	\$0.00	\$40,000.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$13,677.17	\$13,677.17
PE51-01	LPHA Leadership, Governance and Program Implementation	\$118,990.00	\$0.00	\$118,990.00

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4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-03	ARPA WF Funding	\$37,505.00	\$0.00	\$37,505.00
		\$426,225.00	\$22,663.17	\$448,888.17

5) Foot Notes:	
PE42-11	5/2022: Indirect rate maximum is 10%
PE42-12	5/2022: Indirect rate maximum is 10%

6) Comments:	
PE42-04	5/2022: SFY23 award is for the period of 7/1/2022 to 6/30/2023.
PE44-02	8/2022: realignment of funding source
PE46-05	07/2022: SFY23 Title X Initial Award

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

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

PE42-12 MCAH Oregon Mothers Care Title V	
Federal Award Identification Number:	B0445239
Federal Award Date:	04/12/22
Budget Performance Period:	10/01/2021-09/30/2023
Awarding Agency:	DHHS/HrRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services Block Grant to the States
Total Federal Award:	3,599,798
Project Description:	Maternal and Child Health Services
Awarding Official:	Ann Ferrero
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	52336
Index:	50336

Agency	UEI	Amount	Grand Total:
Morrow	000010741189	\$2,500.00	\$2,500.00

PE43-01 Public Health Practice (PHP) - Immunization Services	
Federal Award Identification Number:	NH23IP922626
Federal Award Date:	07/01/22
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	109,473,648
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53534
Index:	50404

Agency	UEI	Amount	Grand Total:
Morrow	000010741189	\$8,986.00	\$8,986.00

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PE46-05 RH Community Participation & Assurance of Access		
Federal Award Identification Number:	FHPA006556	FHPA006556
Federal Award Date:	03/24/22	03/24/22
Budget Performance Period:	04/01/2022-03/31/2023	04/01/2022-03/31/2023
Awarding Agency:	DHHS	DHHS
CFDA Number:	93.217	93.217
CFDA Name:	Family Planning Services	Family Planning Services
Total Federal Award:	13,168,883	13,168,883
Project Description:	Oregon Reproductive Health Program	Oregon Reproductive Health Program
Awarding Official:	Dr. Helene Rimberg	Dr. Helene Rimberg
Indirect Cost Rate:	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52797	TBD
Index:	50333	50333

Agency	UEI	Amount	Amount	Grand Total:
Morrow	000010741189	\$10,257.88	\$3,419.29	\$13,677.17



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

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

Presenter at BOC: Katie Imes Date submitted to reviewers: 9/16/2022
 Department: Public Transit - The Loop Requested Agenda Date: 10/5/2022
 Short Title of Agenda Item: ODOT Agreement #35390 Covid Relief Discretionary Grant
(No acronyms please)

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements
 Contractor/Entity: Oregon Department of Transportation Public Transportation Division
 Contractor/Entity Address: 55 13th ST NE Salem, OR 97301
 Effective Dates – From: October 1, 2022 Through: September 30, 2024
 Total Contract Amount: 158,529.00 Budget Line: 504-504-3-30-3151
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

DATE	Department Director	Required for all BOC meetings
DATE	Liaison Commissioner	Required for all BOC meetings
DATE	Justin Nelson - via email 9/27/2022 County Counsel	*Required for all legal documents
DATE	Kevin Ince - via email 9/27/2022 Finance Office	*Required for all contracts; other items as appropriate.
DATE	Lindsay Grogan - via email 9/22/2022 Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. This agreement includes the following activities and is not to exceed \$158,529 in COVID grant funds.

Project 1. Demand Response Workforce Incentive Program to help with driver recruitment and retainment during the transition out of the pandemic. The program will consist of a monetary bonus to current drivers and newly hired drivers. The program consists of three opportunities or milestones in which a driver would be eligible for a cash incentive. Amount not to exceed \$42,000.

Project 2. Fixed Route Workforce Incentive Program to help with driver recruitment and retainment during the transition out of the pandemic. The program will consist of a monetary bonus to current drivers and newly hired drivers. The program consists of three opportunities or milestones in which a driver would be eligible for a cash incentive. Amount not to exceed \$12,000.

Project 3. Demand Response Preventative Maintenance activity will support a preventative maintenance program. This project will ensure demand response vehicles are kept in a state of good repair, per manufacturers' recommendations. Amount not to exceed \$24,000.

Project 4. Demand Response Hazard Pay activity will support hazard pay for drivers. Funding will help retain drivers during driver shortage and the transition out of the pandemic. Amount not to exceed \$47,029.

Project 5. Fixed Route Hazard Pay activity will support hazard pay for drivers. Funding will help retain drivers during driver shortage and the transition out of the pandemic. Amount not to exceed \$33,280.

2. FISCAL IMPACT:

\$158,529.00 revenue to budget 504, no match required.

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

Motion to approve and sign agreement #35390 with the Oregon Department of Transportation effective October 1, 2022 through September 30, 2024.

Attach additional background documentation as needed.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **September 30, 2024** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 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: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$158,529.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$158,529.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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 State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and

expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds.

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient 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 or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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, except as permitted by applicable law. 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. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set 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.** Recipient 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. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDRreporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- c. **Subagreement indemnity; insurance**

- i. ***Recipient'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 State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient 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 requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; 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. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; 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.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, 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.
- g. **Duplicate Payment.** Recipient 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.
- h. **No Third Party Beneficiaries.** State and Recipient 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.

Recipient 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 the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the 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 subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the

recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient 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, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient 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.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **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.
- n. **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.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, 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. Recipient, 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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Morrow County/State of Oregon
Agreement No. 35390

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.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its

Board of Commissioners

By [Signature]
(Legally designated representative)

Name Jim Doherty, Chair
(printed)

Date _____

By [Signature]

Name Melissa Lindsay, Commissioner
(printed)

By [Signature]

Name Don Russell, Commissioner
(printed)

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13TH ST NE
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 09/16/2022

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: Morrow County 35390 Operations				
P-21-1897-01 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$42,000.00	\$42,000.00	\$0.00	
P-21-1897-02 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$12,000.00	\$12,000.00	\$0.00	
P-21-1897-03 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$24,220.00	\$24,220.00	\$0.00	
P-21-1897-04 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$47,029.00	\$47,029.00	\$0.00	
P-21-1897-05 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$33,280.00	\$33,280.00	\$0.00	
Sub Total	\$158,529.00	\$158,529.00	\$0.00	
Grand Total	\$158,529.00	\$158,529.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSAA) Act, and American Rescue Plan Act (ARP), provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES, CRRSAA and ARP Acts are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. This agreement includes the following activities and not to exceed \$158,529 in COVID grant funds.

The Loop Demand Response Operations activity will offer a workforce incentive program to help with driver recruitment and retainment during the transition out of the pandemic. The program would consist of a monetary bonus to current drivers and newly hired drivers. The program consists of three opportunities or milestones in which a driver would be eligible for a cash incentive. Amount not to exceed \$42,000.

Fixed Route Operations will offer a workforce incentive program to help with driver recruitment and retainment during the transition out of the pandemic. The program consists of a monetary bonus to current drivers and newly hired drivers. The program consists of three opportunities or milestones in which a driver is eligible for a cash incentive. Amount not to exceed \$12,000.

The Loop Demand Response Preventive Maintenance activity will support a preventative maintenance program. This project will ensure demand response vehicles are kept in a state of good repair, per manufacturers' recommendations. Amount not to exceed \$24,200.

The Loop Demand Response Hazard Pay activity will support hazard pay for drivers. Funding will help retain drivers during driver shortage and the transition out of the pandemic. Amount not to exceed \$47,029.

Fixed Route Hazard Pay activity will support hazard pay for drivers. Funding will help retain drivers during driver shortage and the transition out of the pandemic. Amount not to exceed \$33,280.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 1, 2021 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies. Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

Lost Revenue

Lost revenue is a reduction in contributions to the operational costs of a public transportation system and reductions in fees paid for use of a public transportation system due to service changes or fluctuations caused by response to the COVID-19 pandemic.

Personal Protective Equipment Expenses

Personal protective equipment includes equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers. Some items, such as respiratory devices, must meet industry requirements. Other items may be eligible with advance approval from State.

Administrative Leave Expenses

Administrative leave is an administratively-authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.

Preventive Maintenance Expenses

In general, preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such

as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.

Project Administration Expenses

Project administrative expenses include administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; and facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.

Contracted Services Expenses

Expenses under third-party contracts for operations or maintenance services incurred on or after January 1, 2021, including third-party contract employees providing such service who are placed on administrative leave due to reduced service, are eligible for reimbursement. Whether an FTA recipient is responsible for such administrative leave will depend on the terms of its third-party contract.

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient. Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Capital Expenses

Capital expenses are eligible under CARES Act funding only and may include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment. Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. PROJECT ACCOUNTING and MATCHING FUNDING

CRRSAA and ARP Act funds are being made available to support operating expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19, are included in this Agreement. CARES Act funds are being made available to support operating, capital and other expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19.

Projects funded with CRRSAA, ARP and CARES Act funds must be used to provide relief from

expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 1, 2021 to be eligible for reimbursement.

Projects funded under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.

Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$158,529.00
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Administered By Public Transportation Division 555 13TH ST NE Salem, OR 97301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State 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 thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient 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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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 State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State 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.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

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

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



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

(For BOC Use)
Item #

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: September 30, 2022

Department: Planning

Requested Agenda Date: October 5, 2022

Short Title of Agenda Item: Board to review Request for Proposal (RFP) for water coordinator services and discuss associated budget implications
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

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 September 30, 2022 Department Director

Required for all BOC meetings

Liaison Commissioner

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):

For several years, Board of Commissioners have discussed the need for county to have expertise in matters related to water quantity and quality, as both have significant implications for industry, economy and human health. In addition to understanding, Board has acknowledged the value in having a person or company help coordinate policy, technical and public involvement work to foster improvements in water recharge and improving conditions in the Lower Umatilla Basin Groundwater Management Area. Recently the Board directed Planning Director to develop a scope of work and an Request for Proposals (RFP) for services. An RFP is attached.

During recent discussions, Board has also discussed funding options to pay for this RFP. Clarification of the funding source within the context of county budget is also expected at this meeting,

2. FISCAL IMPACT:

\$50,000-\$100,000 annually

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

1. Approve attached RFP.
2. Identify and direct Budget line for funding.

Attach additional background documentation as needed.

REQUEST FOR PROPSALS

Morrow County

Issued ~~October 10~~ May 4, 2022

Submittals due by 5:00 PM on ~~November 7~~ June 8, 2022

Morrow County Planning Department
215 NE Main Street
Irrigon, OR 97844
541-922-4624

Staff

Melissa Lindsay, Commissioner
Tamra Mabbott, Planning Director

Introduction

Similar to other counties in the western United States, Morrow County has a variety of water quality and quantity challenges and opportunities. Morrow County seeks to position itself to advocate for policies and programs that foster a sustainable supply of water for county residents and industries. To this end, Morrow County seeks professional services to provide technical information to better understand water quality and quantity issues, to provide outreach to stakeholders and to develop policies and strategies.

Background

Northern Morrow County (and western Umatilla County) lies within the Greater Umatilla Basin Watershed. The region has overlapping water quality and quantity challenges as depicted on the map below. Link to a map of CGWA and LUBGWMA:
<https://www.co.morrow.or.us/planning/page/critical-ground-water-management-areas>

Water Quality – Most of Northern Morrow County is within the Lower Umatilla Basin Groundwater Management Area (LUBGWMA), designated by the State of Oregon in accordance with ORS 468 in 1991 based on nitrate levels that exceed the drinking water standard. On June 9, 2022, Morrow County adopted Order No. OR – 2022-7 declaring a local state of emergency due to high levels of nitrates found in rural domestic wells used for drinking water. Since that time, Morrow County Emergency Management and Public Health, together with local businesses, have conducted testing and provided short term drinking water supplies to residents whose wells tested above the federal drinking water standard. County is continuing to work with regional stakeholders and state agencies to test wells and provide water treatment systems and water services supplies. Public Health Department will soon hire an outreach coordinator to educate residents about drinking water. For purposes of this contract, County seeks assistance in helping to define, develop and implement next steps to insure clean and safe drinking water to rural residents on policy and technical analysis about the GWMA. Successful candidate will also provide technical and policy support on the LUBGWMA.

Water Quantity – Morrow County has been experiencing declines in groundwater for decades. North and central county have four Administrative Critical Groundwater Areas designated in accordance with Oregon Administrative Rules Chapter 690-502 by the State of Oregon due to declining aquifer levels. The areas include Ordnance Gravel, Ordnance Basalt, Ella Butte Basalt and Buttercreek Basalt. Water rights allocation and rates of use within these areas is restricted and regulated by State of Oregon. Recharge of aquifers is not a function of state government although there have been some robust local efforts to recharge the aquifers. Those recharge

efforts would allow many landowners to realize the full beneficial use of their respective water rights.

The Critical Groundwater Areas are identified as a significant Goal 5 protected resource according to Oregon Administrative Rules 660-023 and the County Comprehensive Plan. As the aquifers continue to decline, Morrow County seeks technical, legal and policy guidance appropriate for county in restoring the aquifers.

Link to a map of CGWA and LUBGWMA: <https://www.co.morrow.or.us/planning/page/critical-ground-water-management-areas>

In 2019, the county and cities completed a Buildable Lands and Housing Needs Analysis. <https://www.co.morrow.or.us/planning/page/2019-morrow-county-housing-strategies-report> Three cities included in this RFP are now ready to complete a similar study for employment lands and economic development.

Geography & Demographics

Morrow County is located in the north central part of the State of Oregon, east of the Cascade Mountains. The county is bounded by the Columbia River on the north, Umatilla County on the east, Grant County on the south and Gilliam County on the west. The county contains 2049 square miles. ~~The~~Morrow County government consists of three county commissioners, district attorney, assessor/tax collector, clerk, sheriff, surveyor, justice of the peace, and treasurer. The population of Morrow County is approximately 12,186. The principal industries in the county include, agriculture, food processing, utilities, livestock, recreation and data centers.

Demographic and GIS data are included on a Morrow County has a new data dashboard. Found here: <https://www.arcgis.com/apps/dashboards/10e7b25c4c944dd181100d21c29a4180>
Please contact Stephen Wrecsics, GIS and Planning Technician for more information.
swrecsics@co.morrow.or.us

Project Scope of Work/Services

The ~~scope of work/~~services set forth in this RFP represents an outline of the work that the cCounty anticipates the successful Rrespondent(s) may be requested to perform associated with each of the areas of interest categories, and is presented for the primary purpose of allowing the cCounty to evaluate proposals. A scope of services will be developed with the selected Respondent(s) and associated fees negotiated with each specified requested task and associated services. Below is a brief description of the services typical to each listed area of

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interest. The items contained within each category are not comprehensive and the County reserves the right to add related services as necessary.

- Coordinate drinking and groundwater quality evaluations and studies
- Research options for alternative residential water service or treatment options for areas within high nitrate groundwater
- Provide regulatory support and guidance related to water quality rules in Oregon
- Coordinate water quality data collection and modeling
- Develop policy related to water quality.
- Develop policy related to water quantity.
- Provide support for securing grant funding for special projects.
- Coordinate policy and programs among stakeholders in the region.
- Develop position papers on water quality and water quantity in order to enhance understanding of the issues, as needed.
- Perform other tasks and services as agreed upon.

Respondents will be expected to be experienced in any or all of the categories as indicated in its Statement of Qualification ("SOQ").

Proposal Contents

Written proposals shall not exceed 30 pages (including attachments). At a minimum, the following information should be included and clearly labeled:

1. Transmittal letter – signed by an officer who may contractually bind the business, including a description of the firm. The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work, notwithstanding Morrow County’s unforeseen needs, will be at a not-to-exceed price.
2. Statement of understanding of the scope of work/services listed above, as well as illustrating consultant’s familiarity with Morrow County and water quality and quantity issues in Morrow County and the policy and regulatory construct in the State of Oregon. –Discussion of a technical approach, process for policy development and management approach.
3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). This includes sub-consultants proposed for use.

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4. Representative list of similar projects and services completed as lead consultant within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Work plan and schedule to complete the project scope of work, identifying milestones and deliverables.
6. Cost proposal worksheet, including: fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be inclusive of all services, overhead, and direct expenses.

RFP Questions, Contact Person, and Schedule

Questions concerning this RFP will be responded to collectively and made available for all interested applicants via the Morrow County website. All email inquiries must be submitted no later than 5:00 PM on ~~May 18, October 17,~~ 2022 to the person listed below. Responses to questions will be posted on the Morrow County website no later than ~~October 24, a May 25,~~ 2022. Interested applicants must view Morrow County RFP webpage at <https://www.co.morrow.or.us/rfps> so that they are notified of any addenda to the RFP, or for responses to questions received.

Contact Person

Tamra Mabbott
 Planning Director
tmabbott@co.morrow.or.us
 (541) 922-4624

Schedule

~~The RFP schedule follows.~~

Tasks	Deadline/Dates
Release RFP	May 4, 2022 <u>October 10, 2022</u>
Vendor Questions Due	5:00 PM, October 17 <u>May 18,</u> 2022
MC Response to Vendor Questions	No later than October 24 <u>May 25,</u> 2022
Vendor Proposals Due	5:00 PM, November 7 <u>June 8,</u> 2022

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Evaluation and Ranking of Proposals	June 13, 2022 November 14, 2022
Interviews (if necessary)	November 21, 2022 June 15 (tentative)
Intent to Award	November 23 June 22 , 2022
Protest Period Ends	November 30 June 29 , 2022
Contract Start	December 5, August 1, 2022 or shortly thereafter

Proposal Evaluation

A panel will be formed to evaluate the proposals and make a recommendation in consultation with the Planning Director. The recommendation will then go to the Morrow County Board of Commissioners for approval. The proposal will be based on the scoring criteria presented in Figure 2.

Figure 2 – Proposal Scoring Criteria

Criteria	Scoring Weight %
Thoroughness of proposal in addressing the work tasks to be completed by consultant, above under Project Scope of Work.	25 35
Qualifications and similar experience of the consulting firm and project team.	20
Knowledge of water issues in Oregon, Morrow Willow Creek Valley, County and Region.	25 15
Innovative ideas to meet RFP objective	15
DBE participation level	5
References	5
Fees	5

In unusual circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview.

Contract Amount and Award

The anticipated start date is ~~December 5~~August 1, 2022, with a ~~December 30, 2024~~June 30, 2023 contract expiration. Automatic renewal of contract may be considered. Consultant selection will be based on a combination of funding availability and the value of the services to be provided.

~~This project has \$34,500 grant budgeted for this effort; however, eC~~ Consultants are advised to prepare proposals which fully address the ~~above scope of~~ work and overarching objectives. The project scope may be reduced or the budget increased depending on the consultant responses. Planning Director will schedule the proposed technical services agreement for consideration for the Morrow County Board of Commissioners. This agreement is not in force until approved by the Morrow County Board of Commissioners and written authorization to proceed is provided to the selected consultant.

Standard Consulting Agreement

Morrow County will utilize a standard services agreement.

Protest Procedure

All protests, signed by the protesting party, must be delivered in writing by ~~November 24, June 29, 2022~~ and be addressed to the Morrow County Planning Director. Include a description of the expected relief or corrective action in the protest. The protest should stipulate an issue of fact concerning the following points:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s);
- Errors in computing scores; and/or
- Non-compliance with procedures described in this RFP or Morrow County's established policies.

Morrow County will only consider protests based on the above points. Morrow County will reject protests without merit if they address issues such as an evaluator's professional judgement on the objective quality of a proposal. Morrow County will review and respond to protests within five (5) business days from receipt. Protests considered unresolved by the protesting party will be forwarded to the Morrow County Board of Commissioners either at the meeting at which the subject contract is under consideration, or at a meeting which takes place prior to that, if timely response from the protesting party is received by Morrow County.

Proposal Submittal

Please submit consultant proposals to:

Morrow County Planning Department

Tamra Mabbott

Planning Director

tmabbott@co.morrow.or.us

Mailing Address:

P.O. Box 40

[Irrigon, OR 97844](#)

Physical Address:

[215 NE Main](#)

[Irrigon, OR 97844](#)

Submittals must be received at the Morrow County Planning Department office before 5:00 PM on ~~November 7, June 8,~~ 2022. No proposals will be accepted after that time. Postmarks are not acceptable. Consultants may forward the proposal by email, by mail, or delivery service. Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings and participating in an interview, if held, are at the sole expense of the proposer. Morrow County reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal at Morrow County discretion. Solicitation of proposals in no way obligates Morrow County to contract with any firm or individual. The decision to approve and award a contract is at the discretion of Morrow County.

Public Records: At such time the Planning Director recommends a proposal to the Board of Commissioners and such recommendation appears on the Board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the consultant. To be considered, the modification must be received in writing, with the same number of copies as the original proposal, prior to the proposal deadline. Proposals may be withdrawn following the proposal deadline for good cause; please consult with the RFP contact person to discuss this.

RFP Addendum(a): Any changes to the RFP will be made by written addenda issued by Morrow County and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will Morrow County modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

Verbal Agreement or Conversation: No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of Morrow County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to Morrow County. The contract for this service is contingent upon the provision of these funds to Morrow County by the Oregon Department of Land Conservation & Development. In the event these funds are reduced or eliminated, Morrow County reserves the right to terminate or revise any contract.

Alternatives: Consultants may not alter objectives and deliverables of the RFP in the response to the RFP. If the consultant brings to Morrow County's attention, at least ten (10) days before the RFP deadline, an alternative end product than the RFP delineates, Morrow County reserves the right to cancel the RFP and re-bid the project.

DBE Requirement: Morrow County has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. Morrow County encourages respondents to include the participation of DBE businesses within your proposal.

Equal Employment Opportunity/Affirmative Action: In awarding a contract to a consultant, Morrow County includes language within the contract which requires the consultant to certify their compliance with federal regulations.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

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

Presenter at BOC: Eric Imes
 Department: Public Works - Roads
 Short Title of Agenda Item: Road Use Agreement with Amazon Data Services
 (No acronyms please)

Date submitted to reviewers: 9/23/2022
 Requested Agenda Date: 9/28/2022

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Amazon Data Services, Inc.

Contractor/Entity Address: 410 Terry Ave N Seattle, Washington 98109

Effective Dates – From: 9/14/2022 Through: completion of data center construction

Total Contract Amount: Budget Line:

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

Reviewed By:

<u>Eric Imes</u>	<u>9/23/2022</u> <small>DATE</small>	Department Director	Required for all BOC meetings
<u>Melissa Lindsay</u>	<u>9/23/2022</u> <small>DATE</small>	Liaison Commissioner	Required for all BOC meetings
<u>Justin Nelson</u>	<u>9/23/2022</u> <small>DATE</small>	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):

Amazon Data Services and Morrow County Road Department would like to enter into a Road Use Agreement during the construction of a data center approximately one mile south of I-84 on the Bombing Range. The entrance to the data center is at the northern point of tax lot 1701. As part of the agreement, Amazon has agreed to pay for the construction of a turn lane into their property for added safety to the motoring public as outlined in the agreement. Anderson & Perry is currently working on a scope of work for the project.

Attached is the Road Use Agreement, Preliminary Estimate of Construction Cost, and the Bombing Range Turn Lane Figure.

2. FISCAL IMPACT:

Some administration work and site visits for project communication and inspections.

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

Motion to approve the Road Use Agreement between Morrow County and Amazon Data Services.

Attach additional background documentation as needed.

PRELIMINARY ESTIMATE OF CONSTRUCTION COST

PROJECT: Bombing Range Road Right Turn Lane
Owner: Morrow County, Oregon
Design Status: Prelim / Scoping
Prepared By: Andy Lindsey, P.E.
Checked By:
Date: August 18, 2022



BID ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	ESTIMATED COST
1	Mobilization/Demobilization (NTE 10%)	LS	1	\$25,000	\$25,000
2	Erosion and Sediment Control	LS	1	\$10,000	\$10,000
3	Temporary Protection & Direction of Traffic / Project Safety	LS	1	\$50,000	\$50,000
4	Clearing and Grubbing	LS	1	\$5,000	\$5,000
5	Earthwork	LS	1	\$40,000	\$40,000
6	Asphalt Pavement Saw Cutting	LF	500	\$8	\$4,000
7	Subgrade Geotextile	Sq Yd	1,200	\$5	\$6,000
8	Aggregate Base (Including Shoulder)	Ton	1,000	\$50	\$50,000
9	Level 3, 1/2-inch ACP Mixture	Ton	300	\$200	\$60,000
10	Pavement Striping, Marking, and Signing	LS	1	\$15,000	\$15,000
11	Surface Restoration	LS	1	\$10,000	\$10,000
Total Estimated Construction Contract Amount					\$275,000
Construction Contingency (20%)					\$55,000
Total Estimated Construction Cost					\$330,000

Estimated Design Engineering (15%)	\$	50,000
Estimated Construction Engineering (15%)	\$	50,000
Total Estimated Project Cost (2022)	\$	430,000
+5% Annual (2023)	\$	451,500



Morrow County
Bombing Range Rd

Proposed SB Right Hand Turn Lane
Design Speed 65 mph

Google Earth

300 ft

**WORK ORDER - Morrow County, Oregon, and Anderson Perry & Associates, Inc.
Bombing Range Road Turn Lane - 2023**

Work Order No. 2022-1
September 8, 2022

Job No. 530-16
Billing Group Nos. 060, 070

I. SCOPE OF SERVICES

In accordance with the Agreement for Engineering Services dated October 9, 2019, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide engineering services for the Bombing Range Road Turn Lane - 2023 project as described in the attached Scope of Work and Project Understanding, dated September 8, 2022.

II. SPECIAL CONDITIONS

Special Conditions related to this Work Order are as follows: None.

III. BASIS OF PAYMENT

- Lump Sum Basis for Design Engineering of \$50,000
- Time and Materials Basis for Construction Engineering, estimated to be \$50,000
- Other as described hereafter:

IV. AUTHORIZATION OF WORK ORDER

Owner: **Morrow County, Oregon**

By: 

Name: _____

Title: _____

Acceptance by Engineer: **Anderson Perry & Associates, Inc.**

By: 

Name: Chas Hutchins, P.E.

Title: Treasurer



SCOPE OF WORK AND PROJECT UNDERSTANDING
September 8, 2022

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the Bombing Range Road Turn Lane - 2023 project for Morrow County, Oregon (Owner). The Owner intends to construct a southbound right turn lane on Bombing Range Road to facilitate potential development on the west side of Bombing Range Road. The approximate location of the project is shown on the sketch map attached as Exhibit A.

This SOW describes the work that will be performed by the Engineer to provide engineering services during the design and construction process.

ASSUMPTIONS

The following assumptions were made during the development of this SOW:

- The design will follow current applicable American Association of State Highway and Transportation Officials and Owner standards.
- A geotechnical investigation will not be required.
- Right-of-way acquisition is not anticipated and is not included in this SOW.
- Natural resources and cultural resources review and permitting is not anticipated to be required for the project; an environmental review is not included in this SOW.
- No Americans with Disabilities Act access improvements will be incorporated into the project design.

TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:

Project Management and Coordination

The Engineer shall provide project management and coordination of all tasks included in this SOW.

1. Prepare for and hold a pre-design coordination meeting with the Owner to review the project and discuss critical design issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents prepared by the Engineer.



Design Engineering

1. Complete a topographic design survey of the work area. The topographic design survey will include roadway centerline and edge of pavement, existing utilities (located by others), culverts, fences, ditches, environmental features, and other items as required to perform the roadway design. A formal request for a utility locate within the project boundary will be requested by the Engineer. The survey shall be provided to the extent shown on Exhibit A.
2. Prepare 60 percent draft Drawings and a fee estimate for the proposed improvements.
3. Identify utilities located within the project area for inclusion on the design base map. Identify potential utility conflicts, and provide written notification to utility providers of potential conflicts and relocation requests.
4. Prepare 90 percent draft Advertisement for Bids, Instructions to Bidders, and a Bidder's Packet (hereinafter referred to as Bidding Documents), and an Agreement, Contract forms, Conditions of the Contract, Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies, if any.
5. Make adjustments as needed to the opinion of probable construction cost and probable total project cost based on the 90 percent Bidding and Contract Documents.
6. Attend design review meetings with the Owner at the 60 and 90 percent complete stages.
7. Prepare and furnish final stamped Bidding and Contract Documents to the Owner and appropriate agencies, if any, addressing any comments received from the Owner.

The Engineer's services under Design Engineering shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Engineer shall perform the following tasks:

Construction Engineering

1. Assist the Owner in advertising for and obtaining bids for the work and maintaining a record of prospective bidders to whom Bidding and Contract Documents have been issued. Attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding and Contract Documents.



3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding and Contract Documents.
4. Attend the bid opening, prepare bid tabulation sheets, and assist the Owner in evaluating bids or proposals, and in assembling and awarding a contract for the work.
5. After award of the construction contract by the Owner, meet with the Contractor and the Owner in a Preconstruction Conference to discuss project schedules, procedures, etc.
6. Review and take other appropriate action with respect to shop drawings and samples and other data which the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
7. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
8. Provide construction staking and/or digital terrain models of the proposed improvements as called for in the Contract for the Contractor's use during construction.
9. Provide general engineering review of the work of the Contractor as construction progresses. The Engineer shall also provide a part-time Project Representative on site as appropriate to review the work. The Engineer shall keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the Preconstruction Conference. Copies of regular progress reports will be sent to the Owner and the Contractor. The Engineer's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner. The Engineer shall not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents
10. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project.



11. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
12. Prepare change orders for the Owner's approval that are necessary for the proper completion of the work by the Contractor.
13. Review the Contractor's requests for progress payments and, based upon on-site observation, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
14. Prepare and furnish to the Owner two sets of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the Engineer's Project Representative. It is recognized that these Record Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
15. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, and in company with the Owner, appropriate outside agencies, and the Contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer shall deliver a Certificate of Substantial Completion to the Owner and the Contractor.
16. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

The Engineer's services under Construction Engineering shall be considered complete when the project is accepted by the Owner.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. If additional services are requested, the scope and fees will be added by amendment to this SOW/Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with any permits and applications, if such fees are required. The Engineer shall not be responsible for such fees.

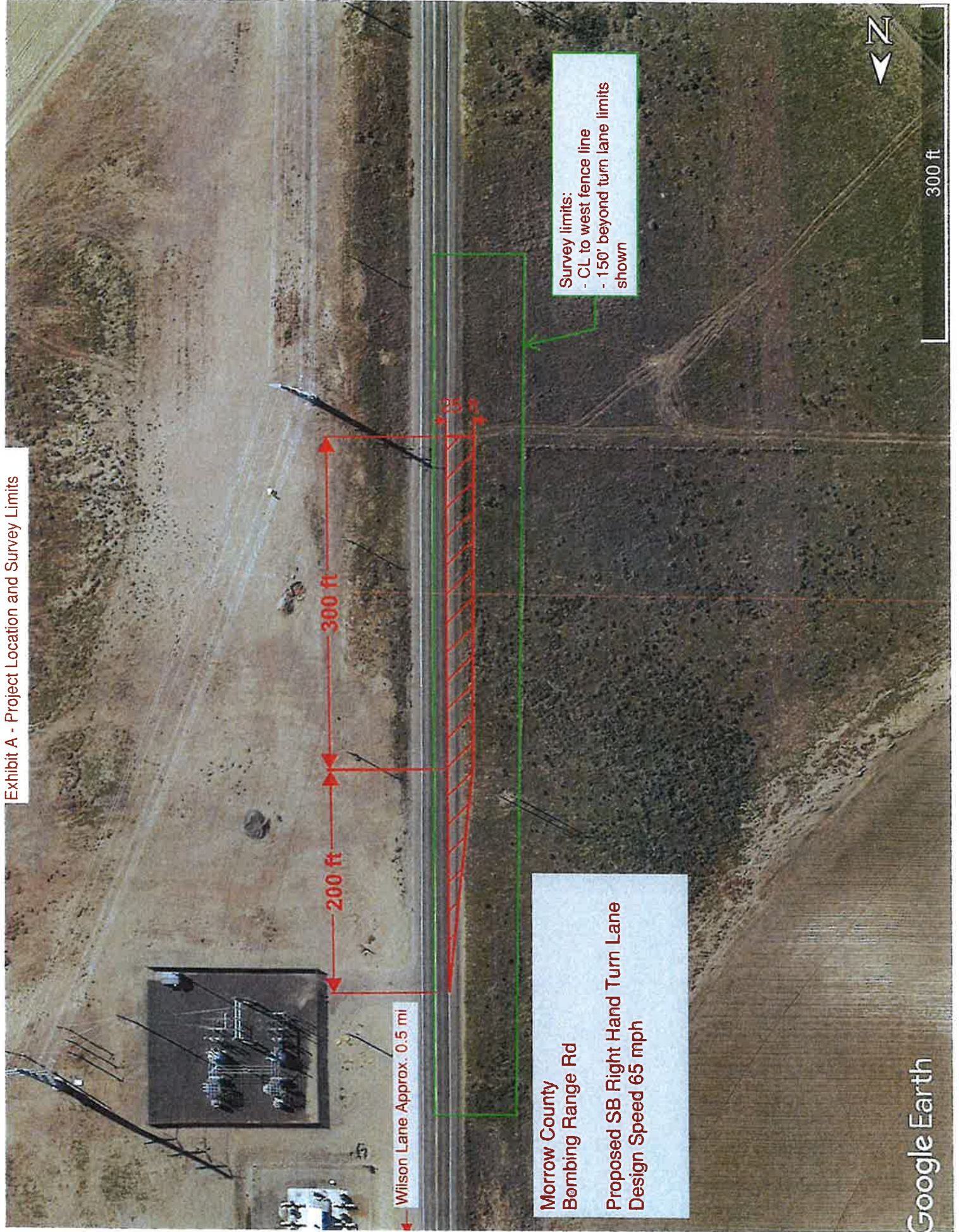


2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
3. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

FEE ESTIMATE

1. The estimated fee for "Design Engineering Services" outlined herein is \$50,000, on a lump sum basis. This amount shall not be exceeded without notification to and approval of the Owner.
2. The estimated fee for "Construction Engineering Services" outlined herein is \$50,000, on a time and materials basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval of the Owner. The estimated fee for "Construction Engineering Services" is included here for budgeting purposes only and is based on an assumed construction time of approximately two months. An updated engineering fee estimate for Construction Engineering Services will be prepared at the time of the project bidding.

Exhibit A - Project Location and Survey Limits



Wilson Lane Approx. 0.5 mi

Morrow County
Bombing Range Rd
Proposed SB Right Hand Turn Lane
Design Speed 65 mph

Survey limits:
- CL to west fence line
- 150' beyond turn lane limits shown

Morrow County Road Use Agreement
With Amazon Data Services, Inc.

1.0 DATE

The effective date of this agreement (“Agreement”) is the date and time when the agreement has been signed by all parties as reflected in the signature blocks below.

2.0 PARTIES

The parties to this Agreement are MORROW COUNTY, a political subdivision of the State of Oregon (“County”), and AMAZON DATA SERVICES, INC., a Delaware corporation (“ADS”).

3.0 ROADS

- 3.1** ADS, as part of its industrial campus development (“Project”) located on property described as tax lot 1701 of Assessor’s Map 4N 25E 24 (“Property”), will be using a County Road for hauling operations and other construction traffic, specifically only the following road (“Road”) is considered a part of this Agreement: Bombing Range Road (County Road No. 490), portion south of Interstate 84 and north of the southern boundary of the Property.
- 3.2** Additional roads that may be used as part of the hauling operation and other construction traffic, if applicable, will be agreed upon by ADS and the County Public Works Director and will be subject to the terms of this Agreement. The parties will incorporate additional roads by a written addendum to this Agreement before such roads are so utilized.
- 3.3** This Agreement sets out the terms of use for the hauling operations and other construction traffic that would necessitate any improvement and maintenance to the Road utilized by the Project.
- 3.4** The Road will be used for oversize loads and other construction traffic, such as concrete and construction materials. This Road may require modifications and/or safety considerations to accommodate the use by ADS. County consents to the modifications as set out in this Agreement, to the extent within County jurisdictions. Any work or use on private property or within State or City jurisdiction is beyond the scope of this Agreement.



- 3.5 County consents to the use of the Road by ADS under the terms and conditions of this Agreement.
- 3.6 It is the intent of this Agreement that all affected roads remain open for public use during construction. Accordingly, ADS and the County will keep roadways in conditions approved by the County Public Works Director to allow the continued public use of the public roadways.

4.0 CONDITIONS

- 4.1 ADS will provide to County a written list of all roads other than the Road that, subject to the County Public Works Director’s consent, ADS will use as part of its hauling operation. The County Public Works Director will not unreasonably withhold consent to any such additional roads identified by ADS.
- 4.2 At least 7 days before commencing the use of any road (including the Road) for hauling operations, ADS will provide to the County a videotape or equivalent showing the condition of that road.
- 4.3 ADS will abide and comply with all load limits established by the County on all roads used for hauling materials and equipment to and from the Project until such time the road improvement project described in Section 5 of this Agreement has been awarded and construction has started.
- 4.4 County reserves the right and authority to change or vary the load limits on any County road as the County deems necessary.
- 4.5 ADS will be responsible for providing traffic control and protective devices meeting the requirements of the Manual on Uniform Traffic Control Devices (“MUTCD”) and Oregon Supplement to MUTCD as required to allow the safe flow of traffic on the Road. ADS acknowledges that the Road may, in some locations, be of minimum width and sight distances.
- 4.6 Any bridges located on the Road with a load limit of less than legal loads, will be improved at the expense of ADS to the satisfaction of County prior to ADS commencing the hauling operation or use on the Road.

5.0 MODIFICATIONS

- 5.1 The following modifications to the Road are contemplated by this Agreement, and County agrees to perform these modifications as County deems necessary and ADS agrees to reimburse County for the costs for said



improvements, including a 10% Administration cost to County, up to an amount not to exceed \$495,000.00 (“Reimbursement Cap”):

- Construct a southbound to westbound right-hand turn lane on Bombing Range Road at the primary site access point in order to minimize traffic hazards; install signage on Bombing Range Road warning of truck turns/driveways ahead and incorporating flashing signals during poor visibility conditions; and install lighting and signage at Project access points to meet standards approved by Morrow County Public Works Director and Morrow County Engineer and as outlined in the Morrow County Transportation System Plan (collectively, “Bombing Range Road Improvements”). All design, engineering, inspection, and administration costs related to the Bombing Range Road Improvements and incurred by County (“Bombing Range Road Improvement Costs”) will be paid by ADS, not to exceed Reimbursement Cap.

The Reimbursement Cap does not include other payments required to be paid by Sections 3.2, 3.3, 3.4, 4.5, 4.6, 6.1, and 7.4. All other reimbursements that ADS is required to make under this Agreement are subject to the Reimbursement Cap, except as excluded by the previous sentence.

- 5.2** In connection with the maintenance and repair of the Road in accordance with this Agreement, the parties acknowledge and agree that there may need to be utility and irrigation relocations; provided however that, in conjunction with approving the zoning permit for the Project (County File No. ZP-2956-22), the County Planning Commission found that no right-of-way dedication or acquisition was necessary in conjunction with completing the Bombing Range Road Improvements. County will obtain all necessary approvals, consents, and permits in connection with any utility and irrigation relocation subject to reimbursement for actual costs by ADS.
- 5.3** ADS acknowledges that County will comply with all applicable state and federal procurement statutes, rules, and policies. County will conduct all procurement processes connected with this section and will award all contracts based upon applicable state and federal procurement statutes, rules, and policies.
- 5.4** Within 30 calendar days after the date County accepts a construction bid in accordance with this Agreement and notifies ADS of the awarded cost, ADS will deliver 30% of Reimbursement Cap to County. For this initial



reimbursement and subsequent reimbursements, ADS will reimburse County for the Bombing Range Road Improvement Costs pursuant to the following procedure and only up to the amount of the Reimbursement Cap:

- a. County will submit to on-site representative each invoice approved by County reflecting costs charged to the County for completion of all or a portion of the Bombing Range Road Improvements, together with an itemized explanation of the aspect of the Bombing Range Road Improvements reflected in the invoice, including a 10% Administration cost to County ("Reimbursement Request").
- b. Within 7 days after receipt of the County Reimbursement Request, ADS will review same and either: (i) determine the Reimbursement Request to be reasonable; or (ii) determine the Reimbursement Request to be unreasonable and provide written notice of its specific objections to County. ADS will only object to the Reimbursement Request if it includes line items that are material additions or changes to the Bombing Range Road Improvements as defined in this Agreement that have not been previously authorized by ADS, or if the cost for time and materials is, without sufficient justification, significantly higher than ADS' experience in the marketplace. Within 7 days after receipt of ADS' written objections, the parties will meet to discuss a resolution. The amount of ADS' reasonable determination or the parties' mutual agreement will be the amount of the reimbursement awarded in response to the specific Reimbursement Request ("Reimbursement").
- c. Within 30 days after ADS' reasonableness determination or the parties' mutual agreement, ADS will pay an amount equal to the Reimbursement to County.

5.5 County will complete modifications required by this Agreement within 24 months after receiving all entitlements. Entitlements to include design of improvements approved by County, land acquisitions needed, irrigation relocation approval, any other utility relocation and accepted bid by County for construction of said improvements.

5.6 The parties agree that execution of this Agreement by both parties will constitute full satisfaction by ADS of Conditions 4 and 5 of County File No. ZP-2956-22, as it has been amended by County. ADS will not be required to take any further steps or actions, under this Agreement or otherwise, to satisfy these conditions. For purposes of obtaining future permits or

certificates of occupancy for data center buildings in the Project, Developer will have no further obligations to fund or complete improvements to Bombing Range Road.

6.0 MAINTENANCE

6.1 Until award of project and construction has commenced, ADS agrees that if notified in writing by the County of any necessary maintenance on the segment of Bombing Range Road covered by this Agreement, ADS will perform all such required maintenance at ADS' expense within 24 hours after receipt of notice, provided that such notice includes specific details of the condition of the road segment needing to be repaired and if such problem was caused by ADS.

7.0 ADDITIONAL CONDITIONS

7.1 From acceptance of this Agreement until the Bombing Range Road Improvements are completed, ADS will provide traffic control plans to the Public Works Director for approval and provide temporary traffic control with licensed personnel any time there is road work being performed or during construction hours to provide a smooth and safe traffic flow on roads used in this Agreement.

7.2 ADS will comply with the Morrow County Transportation System Plan including, but not limited to, requirements for Traffic Impact Analysis, development of roads to County road standards, and access management requirements. The parties agree that ADS has satisfied these requirements for the Project as approved by County in County File No. ZP-2956-22, as amended and signed on July 5, 2022.

7.3 County will request bids for road work described in this Agreement. If the bids accepted as part of procurement process exceed the engineer's estimate as advertised in the RFP, County will bear the additional costs above the amount of the engineer's estimate.

7.4 Within 14 days after completing the use of any road (including the Road) for hauling operations, ADS will provide to the County a videotape or equivalent showing the condition of that road. If a comparison of this videotape or equivalent with the pre-hauling videotape or equivalent submitted pursuant to Section 4.2 indicates the existence of road damage caused by ADS construction traffic, ADS will be responsible for the cost of restoring the road(s) to at least as good a condition as existed at the

commencement of construction, in an amount agreed upon by the County Public Works Director and ADS. The County will be responsible for administering the repairs, subject to ADS' payment of a fee to the County equal to 10% of the road repair costs.

8.0 GENERAL TERMS

- 8.1** All work on any County Road will be completed to the reasonable satisfaction of Morrow County Public Works Director.
- 8.2** The County's designated representative to implement this Agreement is the Morrow County Public Works Director, who can be reached at 541.989.9500.
- 8.3** All materials and work product applied to any County Road as a result of this Agreement become the exclusive property of County.
- 8.4** County will comply with all Federal, State, and local laws and ordinances applicable to work under this Agreement.
- 8.5** The time for performance of any term, covenant, condition, or provision of this Agreement will be extended by any period of any occurrence beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and will include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, riot, civil commotion, acts of public enemy and casualty or unrelated third parties, and, legal challenge by a non-signatory to this Agreement not arising from breach or non-compliance with this Agreement so long as the party claiming such force majeure is proceeding diligently and with good faith commercially reasonable efforts to settle, fully adjudicate, or otherwise obtain final disposition of such matter.
- 8.6** Upon full execution of this Agreement, ADS' pre-conditions to access permits at the Project are deemed satisfied with respect to County Roads and no further conditions with respect to County Roads will be placed upon ADS' ability to obtain building permits (or any occupancy permits) at the Project from County.
- 8.7** Notwithstanding ADS' commitment to pay up to the Reimbursement Cap and complete other obligations pursuant to the terms of this Agreement, ADS reserves any and all rights to challenge any additional exactions



imposed by County through this Agreement or in subsequent applications for the Project.

- 8.8** In the case of any change in regional policy or federal or state law or other change in circumstance that renders compliance with this Agreement impossible or unlawful, the parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of either party under this Agreement. If the substantial rights of either party are prejudiced by giving effect to the remainder of this Agreement, then the parties will negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law or circumstance, this Agreement fails in its essential purpose then the parties will be placed into their original position to the extent practical.
- 8.9** The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable will only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a party being given “sole discretion” or being allowed to make a decision in its “sole judgment.”
- 8.10** Each party will, without further consideration, execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the parties.
- 8.11** The parties agree that this Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, a comprehensive plan provision, or a land use regulation, and County and ADS acknowledge and agree that any and all land use approvals required for the Project and/or Bombing Range Road Improvements are to be obtained (or have been obtained) in due course on another date in accordance with all applicable laws and regulations.
- 8.12** No amendment, change or modification of this Agreement will be valid, unless in writing and signed by the parties.
- 8.13** The laws of the State of Oregon will govern the interpretation and enforcement of this Agreement without regard to principles of conflicts of laws.



8.14 Time is expressly declared to be of the essence in this Agreement.

8.15 All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 8.15.

To County: Morrow County Public Works Office
Attn: Public Works Director
365 West Highway 74
Lexington, OR 97839

With a copy to: Morrow County Counsel
100 S Court Street
PO Box 664
Heppner, OR 97836

To ADS: Amazon Data Services, Inc.
410 Terry Ave N
Seattle, Washington 98109
Attn: General Counsel (AWS Real Estate - Bombing Range Road)

With a copy via email to: NADCRent@amazon.com
Legal-us-realestate@amazon.com

8.16 This Agreement and its attached exhibits set forth the entire understanding among the parties hereto with respect to the subject matter herein, there being no terms, conditions, warranties, or representations with respect to its subject matter other than as contained herein.

8.17 The parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that party. Without limiting the generality of the foregoing, each party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement by it. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each party represents to the other that neither the execution and delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.



8.18 For all reimbursable costs incurred by County in connection with this Agreement, ADS will reimburse the County as described in Section 5, subject to the Reimbursement Cap. All invoices will state “Bombing Range Road Use Agreement” on the subject line.

9.0 TERMINATION OF AGREEMENT

9.1 If ADS defaults in fulfilling the conditions or terms of this Agreement, or any of them, County may, at its option, terminate this Agreement, and all obligations of the parties will cease and terminate except where such rights, license, privileges, and obligations expressly or impliedly survive termination.

9.2 If County defaults in fulfilling the conditions or terms of this Agreement, or any of them, ADS may, at its option, terminate this Agreement, and all obligations of the parties will cease and terminate except where such rights, license, privileges, and obligations expressly or impliedly survive termination.

9.3 Any condonation, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, provision, or condition herein contained will not operate as a waiver of either party’s rights or responsibilities hereunder in respect to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No term or condition of this agreement or any breach thereof will be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving the term or condition.

10.0 SIGNATURE

10.1 Either party may deliver executed signature pages to this Agreement by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

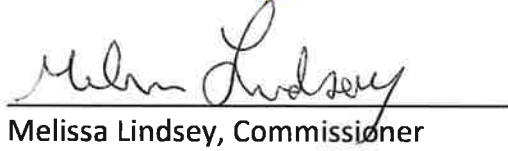
The parties have signed this Agreement in duplicate as of the dates below written.



MORROW COUNTY


Jim Doherty, Chair

10/6/2022
Date


Melissa Lindsey, Commissioner

10/6/2022
Date

Recused -
Don Russell, Commissioner

Date

AMAZON DATA SERVICES, INC.

Nat Sahlstrom
Name:

Authorized Signatory
Title:



By:

October 5, 2022 | 12:01 PM PDT
Date:





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

(For BOC Use)
Item #

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

Presenter at BOC: Mike Haugen
Department: Road Dept.
Short Title of Agenda Item: HENKE 12' FOLDING V-PLOW
(No acronyms please)

Date submitted to reviewers: 9-28-2022
Requested Agenda Date: 10-5-2022

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 min.
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Western States
Contractor/Entity Address: 2100 Frontier Loop Pasco, Wa 99301
Effective Dates - From: Through:
Total Contract Amount: \$32,330.00 Budget Line: 201-220-5-40-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Eric Imes Department Director Required for all BOC meetings
Melissa Lindsay Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Kevin Ince Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

In the past snow storms have been a problem. The snow drifts in the area cause a huge problem for being able to open up our road system. With purchasing this V-Plow it will allow our blade hand to push through the snow and open up the roads in a more timely matter. Also having the plow on the front of the blade will also help out the blade hand from getting stuck as much. This plow is the same as all the other V-Plows in our fleet. That will help with the shop keeping inventory for parts such as cutting edges and also being interchangeable with the other blades if need to be.

This purchase is also through source well contract.

2. FISCAL IMPACT:

Equipment Replacement 201-220-5-40-4401

\$32,330.00

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

Please approve the Assistant Road Master and Director of Public Works to purchase this V-Plow.

Attach additional background documentation as needed.



Pasco
 2100 Frontier Loop Pasco, WA 99301
 509.547.9541

SALES AGREEMENT

AGREEMENT: Q000292753-1
 AGREEMENT DATE: 9/26/2022
 AGREEMENT EXPIRES: 10/26/2022
 WAREHOUSE: Pasco Machine Sales
 CUSTOMER NO.: 6040800
 CUSTOMER PO:
 SALESMAN: Austin T Berry

SOLD TO:
 Morrow County
 PO Box 428
 Lexington, OR 97839-0428

SHIP TO:
 Office
 PO Box 428
 Lexington, OR 97839-0428

Austin.Berry@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar HENKE 12' FOLDING V-PLOW S/N: TBD	\$32,330.00
● Delivery Freight	

All Prices Based on SourceWell Contract
 Number:
 #080818-HEN

Notes		
	Before Tax Balance	\$32,330.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$32,330.00

Western States Equipment	Morrow County
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initiating above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT
NO.: Q000292753-1

EQUIPMENT DETAILS

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



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

(For BOC Use)
Item #

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

Presenter at BOC: Katie Imes
Department: Public Transit - The Loop
Short Title of Agenda Item: 2022-2023 Highly Rural Transportation Grant Agreement No. VS_ 0171
Date submitted to reviewers: 9/22/2022
Requested Agenda Date: 10/5/2022
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Department of Veterans Affairs
Contractor/Entity Address: 700 Summer St. NE Salem, Oregon 97301
Effective Dates - From: September 15th 2022 Through: September 14th 2023
Total Contract Amount: 45,000 Budget Line: 504-504-30-30-3150
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
Justin Nelson - via email 9/22/2022 County Counsel *Required for all legal documents
Kevin Ince - via email 9/27/2022 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

This grant agreement is between the State of Oregon, acting by and through its Department of Veterans' Affairs, and Morrow County, a subgrantee of the Highly Rural Transportation Grant (HRTG). This agreement shall not exceed \$45,000 no is match required. 100% of the Grant award must be used to provide services or to purchase equipment for providing rides to veterans for VA-approved medical appointments only, this includes community care providers. Reimbursable costs include; Personnel, Supplies, Equipment and Incidental items - see exhibit D.

2. FISCAL IMPACT:

\$45,000 in revenue to budget 504

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

Motion to approve the Highly Rural Transportation Grant No. 0171 effective September 15, 2022 through September 14, 2023.

Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

September 21, 2022

Katie Imes
PO Box 495
Heppner OR 97836

RE: Highly Rural Veterans Transportation Grant 2023 Funding

Ms. Imes,

The Oregon Department of Veterans' Affairs (ODVA) is grateful for the direct efforts of the county programs utilizing the federal Highly Rural Transportation Grant (HRTG) to provide transportation for Morrow County veterans. Even through some of the most challenging times, your services have played a crucial role in linking Oregon's highly rural veterans to much needed U.S. Department of Veterans Affairs (USDVA) authorized health care across the state.

ODVA is pleased to inform you that Morrow County has been awarded \$45,000 for the 2022-2023 grant cycle. Attached is the 2023 HRTG Grant Agreement. Please review it carefully, sign the document, then return to Brenna Bandstra, Statewide Veteran Services Brenna.BANDSTRA@odva.oregon.gov or via fax 503-373-2393. For assistance with this process or funding questions, please contact Brenna at 971-388-8204. We look forward to our continued partnership to serve and honor Oregon veterans.

Sincerely,

Sheronne Blasi
Statewide Veteran Services, Director
Oregon Department of Veterans' Affairs

Enclosures:

2022-23 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County

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

**2022-23 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County
Grant No.[VS_0171]**

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

Recitals

A. Agency received a federal grant award from the U.S. Department of Veterans Affairs ("USDVA"), award number 702-2022-HRTG-003, on September 15, 2022 ("USDVA Grant"), under Section 307 of the Caregivers and Veterans Omnibus Health Services Act of 2010, Pub.L. No. 111-163 (2010); 38 CFR §§17.700-17.730. The purpose of the USDVA Grant award is to provide transportation of veterans in Oregon's highly rural counties.

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

Agreement

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

1. Agreement Purpose

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

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

2. Agreement Documents in Order of Precedence

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

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

3. Consideration; Reporting

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

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

c. Subgrantee shall submit quarterly reports on the form set forth in Exhibit E no later than 30 days after the end of the quarter being reported or the termination date of this Agreement, whichever is applicable.

4. Term of Agreement; Return of Unexpended Grant Funds

a. Unless terminated or extended, this Agreement covers the period **September 15, 2022 through September 14, 2023**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Oregon State Department of Justice. The expiration or termination of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Agency or to Subgrantee hereunder.

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

5. Scope of Services

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

6. Funding Appropriation

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

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

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

b. Withholding of Grant Funds from Request

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

8. Distribution of Funds Properly Supported

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

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

Agreement, at its discretion.

9. Unallowable Costs

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

10. Disallowance of Costs

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

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

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

11. Dual Payment

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

12. Compliance with Applicable Law

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

13. Indemnity

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

14. Confidentiality

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

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

15. Insurance

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

16. Audits

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

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

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

18. Records Maintenance

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

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

19. Records Access

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

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

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

20. Monitoring Required

a. Agency Authorized to Monitor Subgrantee

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

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

b. Subgrantee Shall Fully Cooperate

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

21. Termination

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

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

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

- (C) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that Agency is prohibited from paying for or lacks authority to pay for the Project under this Agreement or to pay for the Project from the planned funding source(s); or
- (D) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated.

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

- (A) An act or omission by Subgrantee, its subrecipients, agents, representatives, contractors, or assigns by which Subgrantee, as determined by Agency at its sole discretion, fails to timely and appropriately perform one or more material obligation, or otherwise breaches a duty, owed to Agency under this Agreement;
- (B) Malfeasance, gross negligence, or abandonment of performance hereunder by Subgrantee, whether directly by Subgrantee or through one or more of its agents, subrecipients, subcontractors, successors or assigns Subgrantee fails to fulfill timely any of its obligations under this Agreement;
- (C) Subgrantee fails to comply timely with directives received from Agency or from an agency that is the original source of the Grant funds;
- (D) Funds provided under this Agreement are used improperly or illegally by Subgrantee or any of its subrecipients;
- (E) Subgrantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or all or substantially all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy; or
- (F) Subgrantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.

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

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

22. Remedies

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

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

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

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

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

23. Subgrantee Status

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

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

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

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

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

24. Oregon False Claims Act

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

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

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

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

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

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

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

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

25. No Third-Party Beneficiaries

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

26. Notices

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

27. Attorney Fees

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

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

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

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

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

29. Time is of the essence

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

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

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

31. Severability

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

32. Amendments

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

33. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

34. Captions

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

35. Execution and Counterparts

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

36. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

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

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

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

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

By: *Jim Doherty* BOC Chair
Authorized Signature

Name (print): Jim Doherty

Title: Board Chair Date: 10/5/2022

Subgrantee Address: PO Box 495, Heppner, OR 97836

Hours of Operation: 8:00 – 5:00, M-F

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

Contact Person (Type or Print): Katie Imes

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

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

Fiscal Contact Name: _____ Title: _____

Fiscal Telephone Number: _____

Fiscal E-Mail Address: _____

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF VETERANS' AFFAIRS

By: _____
Authorized Signature

Sheronne Blasi

Director, Statewide Veteran Services
700 Summer Street NE, Salem OR 97301

Date: _____

Contact Person

Brenna Bandstra
700 Summer Street NE, Salem, OR 97301
Brenna.BANDSTRA@odva.oregon.gov
office 503-373-2290
cell 971-388-8204
fax 503-373-2393

EXHIBIT A

PROJECT DESCRIPTION AND PROJECT BUDGET

MORROW COUNTY GRANT for TRANSPORTATION in HIGHLY RURAL AREAS

Morrow County veteran population is estimated at 909. Veterans in Morrow County live in an area of 2,049 square miles in Eastern Oregon and do not have a comprehensive medical transportation system to meet their diverse medical needs.

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

Performance measures to be reported quarterly:

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

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

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

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

EXHIBIT B
FEDERAL REQUIREMENTS

1. Lobbying.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Site Visits

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

14. Environmental and Preservation Policies

a) The National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), which applies to any Federal funds that would support an activity that may have environmental implications. ODVA may ask Subgrantee to respond to specific questions or provide additional information in accordance with NEPA. If there are environmental implications, ODVA will determine whether a categorical exclusion may apply, to undertake an environmental assessment or to issue a “finding of no significant impact,” pursuant to applicable regulations and 42 U.S.C. §4332.

b) The National Historic Preservation Act of 1966, as amended (“NHPA”), which applies to any Federal funds that would support either the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106 of NHPA. NHPA also applies to Project activities, such as new construction, that would affect such properties. ODVA will consult with its Historic Preservation Officer, as appropriate, to determine the impact of its plan or renovation on the structure or any affected properties. Any change in Subrecipient’s design, renovation, or construction plans must be submitted to ODVA for review and approval prior to undertaking any of the proposed changes. Subrecipient may be asked to provide additional information on its Project to ensure compliance with NHPA. (16 U.S.C. §§470, 470-1).

EXHIBIT C

PROOF OF INSURANCE

EXHIBIT D

**REIMBURSEMENT CLAIM FORM
FOR HIGHLY RURAL TRANSPORTATION GRANT
(EXCEL ATTACHED)**

EXHIBIT E

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

*Instructions: Please complete the following form quarterly and at the conclusion of the grant, and submit electronically to the Oregon Department of Veterans' Affairs, Statewide Veteran Services, attn: Brenna Bandstra (Brenna.BANDSTRA@odva.oregon.gov). Please be sure to indicate the time frame for which the form is being submitted. Progress reports are due **no later than** 30 days after the end of the submitting periods, which are December 31, March 31, June 30, and September 14. If you spend out the grant prior to September 14, a Performance Report will be due with the submission of your final reimbursement claim. Please include any trip logs or trip manifests used to calculate your totals as supportive documents. Tracking and reporting these Performance Measures is a requirement of the grant.*

County	Time Frame Covered:
<input type="checkbox"/> Baker <input type="checkbox"/> Gilliam <input type="checkbox"/> Grant <input type="checkbox"/> Harney <input type="checkbox"/> Lake	<input type="checkbox"/> September 15 – December 31, 2022 <input type="checkbox"/> January 1 – March 31, 2023 <input type="checkbox"/> April 1 – June 30, 2023 <input type="checkbox"/> July 1 – September 14, 2023
<input type="checkbox"/> Malheur <input type="checkbox"/> Morrow <input type="checkbox"/> Sherman <input type="checkbox"/> Wallowa <input type="checkbox"/> Wheeler	

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

Name of Person Authorized to Submit Data: _____

Title of Person Authorized to Submit Data: _____

Signature: _____

Date: _____

ODVA Grantee Reimbursement Claim

Grantee: _____
Prepared by: _____
Phone #: _____
Email Address: _____
Grant Agreement # VS_000

Time Frame: _____
Claim # _____

Expense Type	Budget by Expense	Previous Balance	Current Reimbursement Amount
Personnel: The salary of dispatchers, staff, and the drivers who coordinate, facilitate, and provide veteran transportation.	\$ 27,500.00	\$ 27,500.00	
Supplies: Items necessary to the daily operation of the vehicle and dispatch office operations. fuel, oil, highway tires, ADA vehicle modifications, personnel trainings)	\$ 13,500.00	\$ 13,500.00	
Equipment: Specialized/standard vehicle upkeep to maintain safe vehicles. (i.e. snow tires, vehicle snow/ice removal products, emergency kits, PPE/sanitation products etc.)	\$ 3,000.00	\$ 3,000.00	
Incidental items: Travel expenses (i.e hotel rooms, driver meals) & program advertising.	\$ 1,000.00	\$ 1,000.00	
SECTION I Total Grant Budget	\$ 45,000.00	Total of this claim	\$ -

Receipt #	Expense Type (P,S,E,I)	Date of Expense	Description	QTY	Unit Cost
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

SECTION II **Total Amount of Reimbursement Request**

A receipt is required for each line item and is to be included with the submission of this claim.
 Receipts must be numbered and scanned in the order of listing on this document.

Grantee Authorized Signature: _____ **DATE**

*** ODVA AUTHORIZED USE ONLY ***

DATE

ODVA Authorized Approval:

--

Budget Balance

\$ 27,500.00

\$ 13,500.00

\$ 3,000.00

\$ 1,000.00

\$ 45,000.00

Total

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

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CERTIFICATE OF COVERAGE

Agent

 Wheatland Insurance-Heppler
 PO Box 755
 Heppner, OR97836

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


 citycounty insurance services
 cisoregon.org

Named Member or Participant

 Morrow County
 PO Box 788
 Heppner, OR 97836

Companies Affording Coverage

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

LINES OF COVERAGE

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

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	General Liability Commercial General Liability	A	22LMORC	7/1/2022	7/1/2023	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
X	Public Officials Liability						
X	Employment Practices						
X	Occurrence						
X	Auto Liability Scheduled Autos	A	22LMORC	7/1/2022	7/1/2023	General Aggregate: Each Occurrence:	None \$5,000,000
X	Hired Autos						
X	Non-Owned Autos						
X	Auto Physical Damage Scheduled Autos	A / C	22APDMORC	7/1/2022	7/1/2023		
X	Hired Autos						
X	Non-Owned Autos						
X	Property	A / C	22PMORC	7/1/2022	7/1/2023		Per Filed Values
X	Boiler and Machinery	D	22BMORC	7/1/2022	7/1/2023		Per Filed Values
	Excess Liability						
	Excess Crime						
	Excess Earthquake						
	Excess Flood						
	Cyber Security						
	Excess Cyber Security						
	Difference in Conditions						

Description:

Grant requirement

Certificate Holder:

 State of Oregon
 Department of Veteran's Affairs
 700 Summer Street NE
 Salem, OR 97301

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

 By: Stacie J Ekstrom *Stacie J Ekstrom*

Date: 09.27.2022



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

(For BOC Use)
Item #

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

Presenter at BOC: Katie Imes
Department: Public Transit - The Loop
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 9/29/2022
Requested Agenda Date: 10/5/2022

Request to Purchase/Order one demand response vehicle - Minivan
Request for vehicle comparison information

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Ron Tonkin Chrysler Jeep Dodge Ram Fiat of Portland
Contractor/Entity Address: 16800 SE McLoughlin Blvd, Milwaukie, OR 97267
Effective Dates - From: Through:
Total Contract Amount: 37,974.03 Budget Line: 225-320-5-40-4407
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Liaison Commissioner 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):

This purchase will replace VIN:2C4RDGBG4GR1522393 which has exceeded it's useful life according to the Oregon Department of Transportation (ODOT) Transit Division. This vehicle will be taken out of service to be used as a backup and for office staff use.

Request for quote was released in August 2022 for one standard "white" minivan on Oregon Buys website. No quotes were received. Next, email requests were sent to six plus northwest area dealerships.

Three of the six dealerships responded with quotes, the remaining three did not have any inventory nor did they plan on placing an order with the manufacture. Quotes are in the agenda packet for your review.

Summary of quotes:

RonTonkin Chrysler Jeep Dodge Ram Fiat of Portland
2022 Pacifica Touring L \$37,974.03

Rogers Toyota of Hermiston
2022 Sienna -LE AWD 8-Passenger Hybrid CVT \$39,235.00

Driveway Chrysler Dodge Jeep Ram of Portland
2022 Pacifica Touring L \$40,852.00

Request for vehicle comparison - see attached documentation.

2. FISCAL IMPACT:

\$37,974.03 from budget 225

or

\$39,235.00 from budget 225

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

Motion to order one 2022 Chrysler Pacifica Touring for \$37,364 from Tonkin Chrysler of Portland.

or

Motion to order one 2022 Sienna -LE AWD 8-Passenger Hybrid CVT for \$39,235.00 of Rogers Hermiston Toyota.

Attach additional background documentation as needed.

2022 Toyota Hybrid Sienna comparison 2022 Chrysler Pacifica

Fuel Economy: City 35/Hwy 36 Estimated annual fuel cost \$1,967 (15k)	Fuel Economy: City 19/28 Estimated annual fuel cost \$2,459 (15k)
240 Horsepower	287 horsepower
Electric On-Demand All-Wheel Drive System (New Drivetrain System, no reviews available on life expectancy or customer issues)	Front Wheel Drive
Preventative Maintenance Costs Oil Filter: \$10.00 O-16 Full Synthetic Oil: 6 qt. 51.00 Additional PM Items for Special Operating Conditions Inspect ball joints and dust covers Inspect drive shaft boots Inspect engine air filter Inspect steering linkage and boots Tighten nuts and bolts on the chassis and body. Major Repair Costs: EV Battery Replacement \$6,800	Preventative Maintenance Costs Oil Filter: \$10.00 0-20 full synthetic 6 qt. \$51.00
Kelly Bluebook crash rating 5 stars	Kelly Bluebook crash rating 5 stars
Pros: excellent fuel efficiency, and good safety features – blind spot sensors. Cons: Not particularly powerful, few consumer reviews due to the vehicle being a new generation. Hybrid vehicles are known to break down when safety sensors travel on gravel roads and in dusty climates. EV batteries are reported as a costly replacement along with EV battery diagnosis issues.	Pros: good horsepower, great safety features – blind spot sensors, rearview camera Cons: lower fuel economy



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

(For BOC Use)
Item #

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please) Review of Administrator Position

Date submitted to reviewers: 9/30/2022
Requested Agenda Date: 10/5/2022

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: 15 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
Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 9/30/2022 Human Resources *If appropriate

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

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

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

With the vacancy of the County Administrator position, the Board requested to review the duties of the position to best fit the needs of the County.

In a meeting on September 7th, the Board held a work session to review the direction of the position. HR was instructed to gather feedback from the Commission, and also consider feedback given by the department heads and elected officials regarding what they believe are the needs for that position.

After compiling the feedback submitted, it was determined to build a job description for a BOC Chief of Staff position. The primary duties of this position are; to coordinate and provide administrative support to the Board, serve as the County contract officer and the real property manager, serve as the liaison to advisory boards and external agencies, and lead major projects and programs.

Please see attached job description for review.

2. FISCAL IMPACT:

Current range of Administrator: 28 = \$9,025 - \$12,699/mo

Proposed range of Chief of Staff: 24 = \$7,425 - \$10,447 /mo

Difference of + \$1,600 - \$2,252 /mo

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

Suggested motion to 1) approve the change in position, 2) job description, 3) and allow Human Resources to open the position.

Attach additional background documentation as needed.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Sept 15, 2022
Position Title: Chief of Staff
Department: Board of Commissioners (BOC)
Supervisor: Commissioners
Grade: Non-Union Exempt, Range 24

Position Summary: This position is responsible for all County facilities and contracts for business. This position coordinates and provides administrative support services to the Board and serves as liaison between the Board and advisory boards and external agencies, as well as support to departments. Other principal duties include serving as the County contract officer and real property manager.

Supervisory Responsibilities: The Chief of Staff supervises support staff in the Board of County Commissioners' office and serves as the department head for the Facilities/Maintenance department. This position also provides general supervision to the Veterans and Fair department heads.

Qualifications:

- Education: Bachelor's Degree in Business Administration, Public Administration, or a related field.
- Experience: Three years of experience in related field i.e. program administration, management, public administration, business administration.
- OR: May substitute additional experience for equivalent in degree (4 years).
- License: Must possess a valid driver's license.

Skills/Abilities:

- Equipment used: Computer, tablet, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, Adobe Acrobat, and other software applications as required.
- Knowledge: Knowledge of principles, practices, and techniques of public administration including fiscal management, personnel management, contract management, grant management, building and construction management, fleet

management, and budget preparation. Knowledge of data collection and research techniques.

- Strong analytical and assessment skills. Strong human relations, interpersonal, negotiation, public speaking, and written and verbal communication skills.
- Strong skills in writing grants, preparing reports and policies, and creating, administering, and tracking grants and budgets.
- High level skills in management principles and practices, including planning, organizing, directing, and decision making. Skill in departmental collaboration and development. Skill in supervising, leading, and collaborating with staff. Skill in motivating staff to work effectively and directing workflow to promote the departments' mission. This position requires skills not only in managing employees but also in relating to government officials, and business and corporate representatives.

Job Duties/Responsibilities:

- Department Supervision
 - Provides overall department supervision for: Board of Commissioners staff, Facilities/Maintenance, and Veteran's. Routinely provides supervision to direct reports: Board Executive Assistant, Veteran's Service Officer, Fair Secretary, and Maintenance Supervisor. Create, track, and manage budgets for the Board of Commissioners' office, and Facilities/Maintenance. Provide budget support for the Veteran's and Fair office.
- County Representation
 - Represent the County in a variety of internal and external meetings, at the direction of the Board. Respond to special project or technical assistance requests from the Board of Commissioners, committees and action groups. Research and present information as required. Participate in special programs and multi-agency projects and serve on state-wide committees as directed by the Board. Provide information to the public and advisory groups. Coordinate and help orientate new commissioners.
- Commissioner's Meetings
 - Coordinate and plan Commissioners' meetings with the Board, County Counsel, and the Executive Assistant. Review agenda items and information for Commissioners' meeting agendas. Research and record agenda information for public dispersal with brief description and background information on items of importance. Attend meetings and on occasion serve as back up to audio record, take, and create the minutes. Facilitate

decision making and communication from public and departments as needed. At the direction of the Board, assist in writing, coordinating, and tracking Board policies.

- Department Head Coordination
 - Supports the Board in communicating and implementing existing and proposed Board policy decisions to department heads and elected officials.
 - Acts as a coordinator and partner in completing, with Commissioner Liaisons and HR, the annual (minimum) performance reviews of department heads.
 - Works in a collaborative manner with department heads on specific assignments; facilities management, policy communication, BOC guidelines and procedures.
 - Review and Approve Department Head leave requests and timecards.
 - Work with Department directors to guide County resources across the County to meet stated goals and assure alignment with BOC policies and priorities.
- Facilities Management
 - Create and actively maintain a formal inventory of County facilities. Include a listing of the departments that occupy and maintain such facilities. Plan for adequate space for employees, public, and records to maximize use of County facilities.
 - Create an operations and maintenance manual for County facilities. Conduct an annual capital needs assessment.
 - Works with the Maintenance Supervisor to generate preventative maintenance plans and solutions to rectify building safety issues; i.e., leaky ceilings and walls, unhealthy air in the building, generator issues, and asbestos problems.
 - Responsible for any remodeling or construction of County facilities.
- Project Management
 - Tasked regularly to lead and manage major projects and programs, such as long-range planning, strategic planning, the Broadband Action Team, and various major construction projects in County facilities. Apply for and manage grants that support County projects assigned to this position. Ensure compliance with grant conditions. Prepare and submit cash requests for grant funds and required reports. Participate in audits and budget management.
- Real Property Manager

- Actively maintain a formal inventory of all County properties. Prepare, schedule, and coordinate the annual land auction. Prepare deeds, contracts, and other real property instruments. Negotiate easements and leases of property for County use. Locate boundaries and photograph properties. Coordinate environmental cleanups.
- County Contract Officer
 - Actively maintain a database of all County agreements. Review and approve standard form public contracting documents and procurements for all County departments. Direct construction contracts and oversee contractors. Provide or lead contract solicitations as needed by departments. Work together with Finance to ensure that Morrow County's public contracting procurements comply with the requirements of Oregon Law, administrative rules and Federal law and regulation. Ensure the efficacy of contracts with the County. Refer proposed contracts that do not meet criteria to County Counsel. Coordinate the sale of surplus equipment and vehicles.
- County Legal Counsel Coordination
 - Assist County counsel with research matters as necessary.
- Reporting
 - Write and otherwise prepare reports involving complex and inter-related management analyses. Research and analyze surveys, procedural and administrative studies, and evaluations. Recommend course of action if required. Create and update historical/educational materials relating to the Board.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: Work is performed primarily in County Board of Commissioners office and includes travel to other county facilities or within the state for training.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds occasionally.
- While performing the duties of this job, the employee is occasionally exposed to outside weather conditions.

- The noise level in the work environment is usually quiet but on occasion can be exposed to construction level noise.

Mental:

- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.
- Able to make decisions independently in accordance with established policies and procedures. Able to use initiative and judgment in completing tasks and responsibilities. Able to communicate effectively in oral and written forms.
- Able to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write clear and concise reports, business correspondence, procedure manuals, contracts, and grant proposals.
- Able to interpret policies, rules, and procedures in light of the particular circumstances at hand. Able to utilize problem identification and resolution techniques.
- Able to meet and deal courteously and effectively with other employees; federal, state, and city representatives; contractors; vendors; advisory boards; community groups; and the public. Able to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Able to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. Able to establish and maintain records, reports, and statistical data.
- Able to remain calm and use good judgment during confrontational or high-pressure situations that may arise. Able to supervise and direct the work of others to attain high quality work in an efficient manner.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date

JOB DESCRIPTION

Date Prepared: June 2015
Updated August 2017

Position Title: County Administrator

Department: Administration

Supervisor: Board of Commissioners

Position Overview: The County Administrator (CA) is appointed by and reports to the Board of Commissioners (BOC). The CA is responsible for implementing BOC policy, managing County operations, oversight of the County's budget, and supervisory authority over Department Directors. The person in this position will advise, assist and act as agent as directed by the BOC. The CA has responsibility and authority to assure County functions are carried out efficiently and effectively. The CA will provide leadership and administrative guidance to all elected and appointed Department Directors and processes as assigned by the BOC.

Reporting Positions: All appointed Department Directors and specific employees.

Working Environment: Work is performed primarily in County offices and regularly includes travel to all other county facilities.

Qualifications:

1. Education, Experience and Training: Five years of professional, progressively responsible experience in an administrative, managerial or supervisory capacity which includes experience in budget preparation, personnel administration, and program development, implementation and management. Bachelor's degree in Business Administration or related field, preferably supplemented by a Master's degree in Business or Public Administration or related field; or any equivalent combination of experience and training.
2. Equipment used - Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
3. Skill and ability to establish and maintain effective working relationships with appointed and elected Department Directors and county employees.
4. Ability to make independent decisions and solve problems.
5. Knowledge and ability to apply public administration theories, techniques and practices in the administration of the planning, coordination and implementation of county operations.
6. The ability to learn and utilize the software necessary to perform all tasks.
7. The ability to explain complex issues in situations which are sometimes adversarial or controversial.

8. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
10. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
11. Must live in Morrow County.

Essential Job Functions:

Physical:

1. Occasional lifting of heavy files, office re-arrangement.
2. Occasional driving required.
3. Ability to operate a personal computer and personal electronic devices to retrieve and enter data and information.
4. Regular and predictable attendance.
5. Ability to sit for extended periods of time.

Mental:

1. Ability to handle stressful situations when interacting with the public and/or County employees.
2. Ability to think pro-actively in employee relations and anticipation of needs.
3. Ability to read, write and comprehend English.
4. Ability to perform basic math functions.
5. Ability to comprehend complex issues and commit these issues to writing.
6. Ability to maintain confidentiality.

Job Duty Outline:

- I. Administrative Functions.
 - A. Serve as management analyst to BOC: work directly with elected and appointed Department Directors to solve specific problems identified by the BOC.
 - B. Coordinate special projects at the direction of the BOC.
 - C. Support the BOC in the development of short-term and long-range goals for County services and finances.
 - D. Implement established goals by developing necessary objectives and strategies, including overseeing development of individual department plans in support of the BOC goals. Conduct necessary analyses to evaluate County performance in achieving the goals, reporting to the BOC.
 - E. Ensure development of individual department plans to implement County goals and objectives. Conduct necessary analyses to evaluate County performance.
 - F. Perform executive management level duties, which include: organizational planning, leadership and administrative work in assisting and supporting operations of the county government under the authority of the BOC and

- implement directives, policies and major initiatives at the request of the BOC.
- G. Works in a collaborative manner with appointed and elected Department Directors on specific assignments; facilities management, team building, policy interpretation, guidelines and procedures. Provides a variety of administrative support services for the BOC on a continuing and special request basis; assists the BOC in decision making process, information gathering, policy development and review.
 - H. Facilitates the communication and decision making process between departments and the BOC; ensures that information provided to the BOC is professional and presented in a manner that facilitates decision making.
 - I. Coordinates the planning efforts for the BOC, which includes establishing objectives and developing strategies, assisting the Board with developing goals and objectives.
 - J. Participates in the development of agendas for the BOC meetings and attends BOC meetings to present information as requested.
 - K. Represent the County to media, citizens and local organizations and groups regarding desires, questions, suggestions and complaints about County services.
 - L. Administer foreclosed property program.
 - M. Facilitate interdepartmental collaboration, integration, and communication.
 - N. Serve as the County Budget Officer, working closely with the Finance Director. Ensure submission of departmental budgets and consolidation of County budget for presentation to the Budget Committee. Make appropriate recommendations to the Budget Committee regarding use of available resources. Review monthly financial reports to determine compliance to established short-term and long-range goals, as well as the effective and proper use of budgeted funds.
 - O. Hire and supervise appointed Department Directors and assigned staff and evaluate their performance in a timely manner to assure alignment with the BOC policies and priorities.
 - 1. Meet with appointed Department Directors to develop long-range plans and employee needs.
 - 2. Assist with employee relations.
 - 3. Troubleshoot with appointed Department Directors and develop plans of action.
 - 4. First step in the grievance process.
 - 5. Approve all Leave Requests.
 - 6. Encourage and approve all training requests.
 - 7. Complete annual (at a minimum) Performance Appraisals.
 - 8. Disciplinary actions as needed.
 - P. Serve as Liaison with elected Department Directors.
 - 1. Meet with elected Department Directors to develop long-range plans and employee needs.

- 2. Assist with employee relations.
 - 3. Troubleshoot with elected Department Directors and develop plans of action.
 - Q. Working with Department Directors manage staffing resources across the county to meet the stated goals, including relocation/reallocation of available FTE, as needed.
 - R. Serve as Liaison with BOC.
 - 1. Meet with the BOC on a regular basis to keep them apprised of events, trends and needs identified in meetings with appointed and elected Department Directors.
 - 2. Establishes standards and performance measures for county organization improvement.
 - 3. Oversees the development and administration of policies, procedures, programs, goals and objectives.
- II. Department Organization
- A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.



Morrow County Sheriff's Office - Monthly Stats 2022

Incident	July	August	Sept	October	Nov	Dec
Alarms	21	9	8			
Animal Complaint	38	36	34			
Agency Assist	14	21	16			
Assaults	4	3	6			
Burglary	2	5	5			
CHL	34	43	21			
Citizen Assist	14	16	14			
Civil Service	25	79	55			
County Code Calls	3	11	5			
Heppner area	0	9	0			
Irrigon area	2	1	5			
Bdmn area	1	1	0			
Ione/Lex area	0	0	0			
Death Investigation	3	2	1			
Disturbance	11	19	17			
Dog	65	49	57			
Driving Complaints	94	89	85			
Drunk/Impaired Driver	1	0	0			
EMS	8	16	10			
Hit & Run	4	7	3			
Juvenile Complaints	8	13	16			
Motor Vehicle Crashes	13	11	10			
RV Code	0	0	0			
Suicidal	9	2	4			
Suspicious Activity	23	33	29			
Theft	14	17	14			
Trespass	11	13	9			
Traffic Stops - Cite	80	66	90			
Total Traffic Stops	256	228	305			
UUMV-Stolen vehicle	2	1	4			
Welfare Check	24	17	12			
Totals	781	806				
Other Misc. Incidents	676	765				
Total # of Incidents	1457	1571	1480			
Felony Arrests	13	7				
Total # of Arrests	37	23				
Total # M-110 Citations	0	0	0			



ATV Grant

Mid-Term Report Form

July 1, 2021-June 30, 2022



Sponsor Name: Morrow County Sheriff's Office	ATV Agreement #: 21-21
Project Title: Morrow County Law Enforcement	

.....

Accomplishments/issues:

July 2021 was the beginning of the new grant cycle. Two Deputies were assigned to the park providing seven day a week coverage. Deputy Seelye who was hired at the end of the last grant cycle had completed his training with Deputy Hoodenpyl and was assigned weekend shift coverage while Deputy Hoodenpyl was assigned weekday shift coverage.

Covid remained an issue throughout the summer as health concerns increased while new waves of the pandemic spread through local communities. Deputies continually worked with Morrow/Grant OHV Park staff to ensure compliance with public health requirements while providing quality law enforcement services for the citizens and park staff.

The new 2019 Polaris Ranger Northstar 1000 continued to be a problem throughout the summer of 2021 and nearly stranded Deputies while on the trails. Issues related to Polaris fuel pumps was identified as the problem and a fuel pump was replaced in the Ranger. Additionally, two new Polaris 570s were received just prior to the end of the season in 2020. These new bikes were put into service at the beginning of the season in 2021 and were being used by Deputies to patrol trail and staging areas. To reduce transportation time and equipment down time, Deputies started doing all the general maintenance on Sheriff's Office Equipment at the park. This included general oil and filter changes, air filter changes, and transmission and differential fluid changes.

July 2021 through September 2021 resulted in extremely high temperatures and no precipitation which lead to dusty and dry trail riding conditions. Visitor and rider activity remained steady early in the summer but started to decrease as temperatures increased and trail conditions decreased. Due to the high temperatures and extremely high fire risk, Deputies concentrated on enforcement of spark arrestors and related fire safety issues regarding trail riding and park use. Deputies also continued to educate the public on ATV safety, checked ATV education cards, checked ATV stickers for compliance, and conducted numerous youth ATV education evaluation courses.

During the summer of 2021, wildlife such as deer and large herds of elk on the park attracted some Cougar and bear activity on the Eastern side of the park. Cougars were seen by Deputies on patrol and were also seen on trail cameras placed throughout the park. The elk herds on the park continue to be focal point for many riders and the park continued to enjoy their presence. Deputy Hoodenpyl located a calf elk hung up in the park fence along USFS Road 21. Oregon Department of Forestry Fire personnel responded with wire cutters and some fence repair material from the park. The calf was cut out of the fence where he ran off, and the fence was then repaired.

September 2021 continued to be hot and dry but Deputies still responded to multiple ATV crashes on trails within the park. Additionally, Deputies continued to offer ATV Education evaluation courses. Deputy Seelye responded to a motor vehicle accident on Hwy 207 near the park where a subject lost control of a motorcycle and crashed in the ditch. The subject was found deceased due to injuries sustained in the crash.

October 2021 started with two accidents. The first one was a male dirt bike rider riding on the 1A trail when he hit a hole in the trail. This caused him to fall over on the right side of the trail. The male did not suffer any injuries from falling over, but his dirt bike's kick starter was dented and was bent into the right side of his motor. The second accident involved a 13-year-old female who had recently received her ATV safety card. She was on the 12 trail, when she hit a rut in the trail. This caused her foot and ankle to twist backwards. The female's father refused EMS and transport the juvenile to Pioneer Medical Hospital in Heppner, OR. Deputy Seelye followed up with the father the following day to check on the female's condition. The father stated she suffered a sprained left ankle and she needed to wear a Medical Boot.

As hunting season arrived, Deputies continued to patrol trail and provided several youth education evaluation courses. The amount of wildlife on the park required Deputies to constantly patrol the park boundaries to prevent unlawful hunting activity and to ensure the safety of the riders throughout the park. During October Deputies assisted the Oregon State Police on an investigation involving a male and female who had illegally killed a deer within the OHV park. They also interrupted another male hunter who was about to cross the fence onto the OHV park.

November 2021 was very similar to October with Deputies concentrating on patrolling trail, patrolling the boundary of the park, and checking for education cards and ATV stickers. Like years past, the park participated in a youth hunt on the park where deputies assisted in boundary patrols while still inspecting ATVs and other ATV related activities. The park was closed the middle of November and Deputies winterized and stored equipment for next year's patrols.

The Morrow County OHV Park was closed during the month of April 2022. But Deputies Todd Hoodenpyl and Colten Seelye attended the Pre-season training April 11, 2022 through April 14, 2022. Deputies Hoodenpyl and Seelye received the 2020-21 ATV Safety Education Most Training Classes trophy.

May of 2022 kicked off with two major events. The first was the Mother's Day Poker Run which resulted in a record high number of visitors to the park. Conditions during the run were cold, wet, and the trails were muddy. As usual, riders had a great time as Deputies patrolled the event to aid riders where needed. During this ride Deputies responded to an incident which resulted in one rescue of a 55-year-old male stuck on the 21 trail. The second event held was an OMRA race at the park where an estimated 300 to 400 people attended. The trails were still wet and very muddy, which resulted in several ATV/motorcycle crashes. One crash involved a female rider who wrecked multiple times resulting in her losing consciousness requiring her to be removed from the race.

The Ranger Northstar 1000 continued to be a problem with issues again relating to the fuel pump. The fuel pump was replaced along with additional work consisting of a transmission overhaul, A arm repair, computer reboot, and a differential box replacement. Issues with the shocks will need to be addressed and the Deputies are starting to not trust the reliability of the machine.

June of 2022 continued to be active at the park as people were excited to get outdoors and the number of riders at the park remained high. Weather provided ample rain to keep the area green and dust down on most of the trails. Deputies responded to several accidents on trails and saw an increase in violations relating to operating ATV on closed roads and Washington residents not possessing Oregon ATV stickers.

The Morrow County Sheriff's Office continues to provide quality law enforcement services to visitors to the Morrow/Grant County OHV Park. Deputies are always busy enforcing ATV laws and regulations and conducting high visibility patrols while educating the public on safety whether it be in the staging areas or trails. We want to thank you for your continued support of the Morrow/County OHV Park.

9/30/22

Morrow County Fair Report:

Fair week started out on Monday August 15th with 155 open class exhibitors bringing in just over 1000 entries.

Gate entry was free thanks to the Fair Board and Lamb Weston.

We offered free face painting, balloon animals and a mechanical bull this year which was BUSY all day long. The National Guard come out on Friday and Saturday with a few activities.

Our Wednesday night dinner and music continues to be a success

Thursday was a busy day with the free ice cream social). Music Thursday afternoon was well received and enjoyed by many.

Morrow county Livestock growers held their dinner and music Thursday night had a great turn out as well.

We had a great selection of food vendors this year at fair which we heard lots of great things about. We heard that a lot of people liked being able to come down for lunch and dinner with their family and have a variety of choices.

We provide music during the buyer's luncheon and again after the auction. It makes for a nice relaxing space for fair goers to gather and unwind before heading over to the rodeo.

Auction was live with the add on options open for a week after the final sale. There were 104 animals sold this year. True Auction Buyers: \$532,438.24; Add-ons: \$64,090; Amazon Added on \$20,000. Livestock growers are only charging 2% commission this year instead of the 5% that they have in the past.

Plans have started already for fair next year. I will be working on getting sponsor packets ready for the Challenge of Champions for March and planning our St. Pats bazaar. We will start looking at our plans/need/wishes for infrastructure money.

Fair week for 2023: August 13-19



MORROW COUNTY SHERIFF

325 Willow View Drive -- P.O. Box 159
Heppner, Oregon 97836
Phone: (541) 676-5317
Fax: (541) 676-5577

Kenneth W. Matlack, Sheriff
John A. Bowles, Undersheriff

September 29, 2022

Morrow County Board of Commissioners:
Chairman Jim Doherty
Commissioner Melissa Lindsay
Commissioner Don Russell

Dear Commissioners:

I wish to announcement my retirement as Morrow County Sheriff.

My time as Sheriff has been some of the most exciting and rewarding times in my long law enforcement career. It has been a wonderful experience and I know I will miss it very much.

My former life as an Oregon State Trooper provided me with lots of training and experience but when I told my friend and former Sheriff Verlin Denton that I was going to run against him for Sheriff, he told me, "But Ken, you don't know **nothing** about being a Sheriff." He may have been right at the time, but I learned quickly and have loved it all for the last 18 years.

I wish to schedule my last day of employment with Morrow County as Tuesday November 1, 2022, the 18th anniversary of my first election as Morrow County Sheriff.

I understand that when a Sheriff retires before the end of his term that the Board of Commissioners make the decision as to who they wish to appoint as Sheriff until the next Sheriff's election cycle.

It has also been an accepted practice in most of our Oregon counties that the retiring Sheriff has been allowed to make his recommendation to the Commissioners who he believes would be an excellent choice for them to consider as his replacement.

Without doubt or reservation, I would recommend the appointment of Undersheriff John Bowles as the 17th Sheriff of Morrow County. John has been employed with the Sheriff's Office for over 21 years. He started his career as a dispatcher and then as a marine deputy until he was hired as a fulltime deputy. I found him to be very dedicated and he really knows what "**Going the extra mile**" means. I asked John to transfer to the Parole and Probation Division. John did an excellent job and during his training at the Academy he was #1 in his class and was awarded the Victor Atiyeh award. He is a people person and well respected within the county. John is very active in the Heppner Community and has served on the City Council for a number of years. He has been officially recognized and awarded by his community. But in truth, I need not go into great detail because you also know him personally after years of working together with him as the Emergency Manager and presenting information to you regularly at Commissioner meetings.

You may recall when Undersheriff Steve Myren retired. Steve asked if I had decided who I had selected to replace him. I asked Steve who his recommendation would be and without hesitation he said John Bowles. I told Steve that John was my choice as well.

Over his years as Undersheriff, John has been trained and exposed to all the various duties of Sheriff and it is without doubt or reservation that I recommend him as my replacement.

Thank you for your strong support over the years to the Sheriff's Office. It has been my honor to serve the citizens of Morrow County.

Best regards,

Ken Matlack

Ken Matlack



Karen Wolff

From: Melissa Lindsay
Sent: Monday, October 3, 2022 7:48 AM
To: Karen Wolff; Jim Doherty
Cc: George Nairns; Lindsay Grogan
Subject: FW: Red Cross Seeking Volunteers to Deploy in Support of Hurricane Ian

Please place in correspondence.

Thank you!!

Melissa Lindsay
Commissioner
Morrow County Board of Commissioners
PO BOX 788
Heppner OR 97836
Cell: 541-561-0234



www.CO.Morrow.Or.US

From: McCrindle, Nadine <nadine.mccrindle@redcross.org>
Sent: Friday, September 30, 2022 5:18 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>
Subject: Red Cross Seeking Volunteers to Deploy in Support of Hurricane Ian

STOP and VERIFY This message came from outside of Morrow County Gov

Dear Commissioner Lindsay,

Our hearts go out to everyone affected by Hurricane Ian's catastrophic damage. We know this is a challenging time, and the American Red Cross is working around the clock with our partners to offer support and comfort to people in need.

Wednesday night, more than 33,000 people sought refuge in approximately 260 evacuation shelters across Florida to escape Hurricane Ian. As conditions slowly improve over the coming days, response efforts will expand as evacuation centers transition to emergency shelters with more robust services requiring more volunteers.

Some 730 trained Red Cross disaster workers are supporting this relief effort and hundreds more are on the way. So far, Red Cross Cascades Region has sent 30 volunteers from Oregon and SW Washington to Florida, and we anticipate more

to deploy in the coming days. In addition, we have volunteers in Puerto Rico to assist people affected by Hurricane Fiona.

With back-to-back disasters resulting in lengthy recoveries, the Red Cross Cascades Region is seeking new disaster volunteers. There will be five informational events in the coming week. These events will cover the deployment process and are open to the public.

Volunteer Deployment Info Session – Virtual

Monday, 10/3 6pm-7pm

Tuesday, 10/4 10am-11am

Volunteer Deployment Info Session – In Person, Portland

American Red Cross Cascades Regional Office, 3331 N. Vancouver Ave., Portland, OR 97227

Saturday, 10/1 10am-11am

Monday, 10/3 2pm - 3pm

Volunteer Deployment Info Session – In Person, Salem

American Red Cross Cascades Salem Office, 1860 Hawthorne NE, Salem, OR 97301

Monday, 10/3 11am - 12pm

In-person events have a capacity of 25 people so we encourage people to [RSVP here](#). For those unable to attend one of the informational events but are still interested in becoming a Red Cross volunteer, apply at www.redcross.org/volunteer.

We need your help. As a volunteer humanitarian organization, please help us recruit volunteers during this very busy time. Please consider [sharing](#) [posting](#) these informational sessions with your local networks or [re](#)share the information posted [to](#) Red Cross Cascades [social](#) channels on [Facebook](#), [Instagram](#), [LinkedIn](#) & [Twitter](#).

We want to make sure everyone gets the help they need. If you have loved ones, friends, or colleagues in affected areas, please consider sharing our free Emergency App (search “American Red Cross” in app stores) with [safety tips](#), [shelter locations](#), and real-time severe weather alerts.

Thank you for your continued support.

Nadine

Nadine McCrindle | Executive Director
Central & Eastern Oregon Chapter

American Red Cross
815 SW Bond St, Suite 110. Bend, OR 97702
Cell: 541-797-9797





Morrow County Commissioners
C/O Roberta Lutcher
P.O. Box 788
Heppner, OR 97836

Date: September 21, 2022

Subject: Increased funding

United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife
Services

Oregon State
Office

6035 NE 78th Court
Ste 100 Portland,
Oregon 97218
Ph: (503) 820-2750

An Equal Opportunity
Employer

At the beginning of the 2021-2023 biennium, Wildlife Services was provided an additional \$400,000 in funding from the state agencies. We didn't adjust the amount of state funding projected for our use in each participating county in the first year of the biennium because we were initially uncertain in the legislative intent of how to use those funds. After receiving clarification from the state, we held a meeting at the OFB office in Salem on August 22 with county partners and stakeholders, and collectively determined how that equitable distribution should be reflected for each participating county during the second year of the biennium (July 2022 – June 2023).

We are adding the additional state funding to our participating counties and will be adjusting our calculations. Your adjusted total share amount is \$48,299. As we work on our individual county projections for the rest of the county year, we will be reaching out to you individually in the next few months as a follow-up on how best we are able to efficiently and effectively utilize the collective funds for each county.

I look forward to our discussions, if you have any questions, please feel free to reach out to me at jeffrey.b.flores@usda.gov or my cellphone 971-334-6151.

Sincerely,

Jeffrey Flores
Oregon State Director