MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 18, 2017 at 9:00 a.m.

Port of Morrow Riverfront Center, Wells Springs Room 2 Marine Drive, Boardman, OR

- 1. Call to Order and Pledge of Allegiance 9:00 a.m.
- 2. City and Citizen Comments This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda This is the time for the Board to introduce subjects that are not already on the agenda.

4. Consent Calendar

- a. Approve Claims: Accounts Payable dated October 19th; Mid-Columbia Title manual check dated October 12th; 2017 Fair Premiums dated October 5th; Two Payroll Payables Immediates & Electronic dated October 11th
- b. 2017-2018 Transportation of Veterans in Highly Rural Areas Grant Agreement (Anita Pranger, Coordinator, The Loop)
- c. Oregon Liquor Control Commission Liquor License Application Irv & Millie's Spirits and Mead (Chris Rauch, Lexington)
- d. Purchase Pre-Authorization Request for six in-vehicle computers (Undersheriff John Bowles)
- e. Morrow and Gilliam County Intergovernmental Agreements for the Exchange of Independent Appraiser Services for each County's Board of Property Tax Appeals

5. Business Items

- a. Consideration of an Order to form an Oregon State University Extension Service District (Julie Baker, Co-County Leader, Morrow County Extension Office; Mary Corp, OSU Regional Administrator)
- b. Northeast Oregon Water Association Update and Review of Dues Invoice (J.R. Cook, Director, NOWA)
- c. Youth Elk Hunt Draw (Greg Close, Parks General Manager; Kirsti Cason, Public Works Administrative Assistant)

6. Staff Reports

- a. The Loop Quarterly Report (Anita Pranger, Coordinator, The Loop)
- b. Emergency Management Quarterly Report (Undersheriff John Bowles)
- 7. Correspondence
- 8. Commissioner Reports
- 9. Adjournment

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Kim Cutsforth, Interim Administrative Officer at (541) 676-2529.



AGENDA ITEM COVER SHEET

Item#

Morrow County Board of Commissioners (Page 1 of 3)

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners. Staff Contact: Anita Pranger Phone Number 541-676-5667 Department: The Loop Morrow Co Transportation Requested Agenda Date: October 18, 2017 Person Attending BOC Meeting (REQUIRED): Anita Pranger Short Title of Agenda Item: Highly Rural Veterans Transportation Grant **This Item Involves:** (Check all that apply for this meeting.) Order or Resolution **Appointments** Ordinance/Public Hearing: Update on Project/Committee 1st Reading 2nd Reading **Discussion Only** Public Comment Anticipated: Discussion & Action **Estimated Time: Estimated Time:** Document Recording Required Department Report Contract/Agreement Other:] N/A For Contracts and Agreements Only Contractor/Entity: State of Oregon Contractor/Entity Address: Effective Dates – From: September 15, 2017 Through: September 14, 2018 Total Contract Amount: \$45,000 Budget Line: 216-320 Does the contract amount exceed | Yes ∃ No. If Yes, Attach Purchase Pre-Authorization Request if Applicable Reviewed By: Anita Pranger September 26, 2017Department Head Required for all BOC meetings O-6-1 Admin. Officer/BOC Office Required for all BOC meetings September 26, 2017 County Counsel By Email Required for all legal documents Kknop email 10-5-17 Finance Office Required for all contracts; Other

<u>Note</u>: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 3)

DATE		items as appropriate.
	Human Resources	If appropriate
DATE	•	

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 3 of 3)

1.	TITLE OF AGENDA ITEM: 2017-2018 HIGHLY RURAL VETERANS TRANSPORTATION GRANT			
2.	<u>ISSUES, BACKGROUND, AND DISCUSSION</u> : THIS GRANT IS TO HELP COVER THE COST OF TRANSPORTING VETERANS TO AND FROM MEDICAL APPOINMENTS			
3.	OPTIONS: COMMISSIONERS HAVE THE OPTION TO SIGN OR NOT SIGN THIS AGREEMENT.			
4.	FISCAL IMPACT: HIGH, THIS AGREEMENT IS PART OF THE LOOP MORROW COUNTY TRANSPORTATIONS BUDGET. WITH OUT THIS AGREEMENT FUND 216 WOULD NOT BALANCE.			
5.	STAFF RECOMMENDATIONS: APPROVAL OF THIS GRANT			
6.	5. SUGGESTED ACTION(S) / MOTION(S): MOVE TO APPROVE AGREEMENT 702-2017-HRTG-014 WITH THE STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF VETERANS' AFFAIRS TO PROVIDE TRANSPORTATION FOR MORROW COUNTY VETERANS IN THE AMOUNT OF \$45,000 BEGINNING SEPTEMBER 15, 2017 AND ENDING SEPTEMBER 14, 2018.			
	Attach additional background documentation as needed.			
Routing: Original or copies of signed contract or document should be sent to the following:				
	Clerk (Original for recording) Finance Department (Copy for file)			
	Board of Commissioners (Copy for file) Department – For distribution			
	Other			

STATE OF OREGON OREGON DEPARTMENT OF VETERANS' AFFAIRS

2017-18 Transportation of Veterans in Highly Rural Areas Grant Agreement - Morrow County

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

Recitals

- A. Agency received a federal grant award from the U.S. Department of Veterans Affairs ("<u>USDVA</u>"), award number 702-2017-HRTG-014, on September 15, 2017 ("<u>USDVA Grant</u>"), under Section 307 of the Caregivers and Veterans Omnibus Health Services Act of 2010, Pub.L. No. 111-163 (2010); 38 CRF §§17.700-17.730. The purpose of the USDVA Grant award was 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 ("<u>Project</u>") under the Transportation of Veterans in Highly Rural Areas program ("<u>Program</u>").

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 Insurance Requirements
- Exhibit D Request for Funds Form
- Exhibit E Quarterly Reporting Form

3. Consideration; Reporting

a. Agency has agreed to make a conditional award of funds ("<u>Grant</u>") 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. Any desired use of funds by Subgrantee which differs from the Project budget set forth in Exhibit A ("<u>Project Budget</u>") must first be approved in writing by Agency. Except as provided in the preceding sentence, 100% of the Grant award must be used to provide services or to purchase equipment as indicated in the Project Budget and may cover administrative expenses if included in the Project budget.
- c. Subgrantee shall submit quarterly reports on the form set forth in Exhibit E no later than 25 days after the end of the quarter being reported or the termination date of this Agreement, whichever is applicable.

4. Term of Agreement; Return of Unexpended Grant Funds

- a. Unless terminated or extended, this Agreement covers the period **September 15, 2017 through September 14, 2018**. 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 by Subgrantee are described in Exhibit A. 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 the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate requirements in carrying out the Project to be funded through the request for funds.

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, 279B230, 279B235, 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) debarring 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' 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:
Name (print): Melissa Lindsay
Title: Chair Morrow Co Board of Comm Date:
Subgrantee Address: P.O. Box 495, Heppner, OR 97836
Hours of Operation: Monday - Friday 8 am to 5 pm
DUNS #: 010741189 Secretary of State Business Registry #:
Contact Person (Type or Print): Anita Pranger
Contact Telephone Number: 541-676-5667 Contact Fax Number: 541-676-5619
Contact E-Mail Address:apranger@co.morrow.or.us
Fiscal Contact Name: Katherine Knop Title: Finance Director
Fiscal Telephone Number: 541-676-5615
Fiscal E-Mail Address: kknop@co.morrow.or.us

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

By:		
Authorized Signature		
Mitch Sparks		
Director, Statewide Veteran Services 700 Summer Street NE, Salem OR 97301	Date:	

Contact Person

Sue Farkash Program Analyst 700 Summer Street NE, Salem, OR 97301 farkas@odva.state.or.us phone 503-373-2090 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 1,064. 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. Morrow County will continue the program utilized in 2016-17 for transporting veterans to medical appointments. \$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 that quarter
- 5. Locations serviced

All performance data will be gathered and submitted to the Oregon Department of Veterans' Affairs by Morrow County. 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 statues, 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; 2017-18 Transportation of Veterans in Highly Rural Areas Grant Agreement - Morrow County

- 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:

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 INSURANCE REQUIREMENTS

EXHIBIT D

FUNDS REQUEST FOR HIGHLY RURAL TRANSPORTATION GRANT

UNTY	
Baker	□Malheur
Gilliam	⊠Morrow
Grant	□Sherman
Harney	□Wallowa
Lake	□Wheeler

Name of Authorized Requester: Click here to enter text.

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

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

Approved By ODVA (signature)	Requestor (Signature)
Date	Date
Remaining Balance: Verified by ODVA (initial)	\$

EXHIBIT E

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

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

Time Frame Covered

County

	Country		Time Traine coverca.
	□Baker □Gilliam □Grant □Harney □Lake	□ Malheur ☑ Morrow □ Sherman □ Wallowa □ Wheeler	☐ October 1 – December 31, 2017 ☐ January 1 – March 31, 2018 ☐ April 1 – June 30, 2018 ☐ July 1 – September 30, 2018
(4		ce Measure orting period only)	County Response
	Total time spent picking dropping off at destinat		
	Number of trips comple	eted.	
	Total distance driven.		
	Number of veterans ser	ved.	
	Locations of pick up and home, CBOC, etc.)	d drop off (e.g., VAMC,	
	Veteran Customer Satis 1-855-488-8445	faction Number:	Please actively encourage all veterans using your program to call the number.
Name of Person Authorized to Submit Data:			
Title o	f Person Authorized to Si	ubmit Data:	
_	ure:		
Date:			



AGENDA ITEM COVER SHEET Morrow County Board of Commissioners (Page 1 of 3)

Item#

40

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Richard Tovey	Phone Number	· (Ext):
•		enda Date: 10-18-17
Person Attending BOC Meeting (REQUIREL	D): Christian Rauch	
Short Title of Agenda Item: OLCC License re	equest	
This Item Involve	s: (Check all that apply for this	s meeting.)
Order or Resolution	☐ Appointme	ents
Ordinance/Public Hearing:	Update on	Project/Committee
☐ 1st Reading ☐ 2nd Reading	g Discussion	Only
Public Comment Anticipated:	□ Discussion	& Action
Estimated Time:	Estimated 7	Γime:
Document Recording Require	d Departmen	t Report
Contract/Agreement	Other:	
	racts and Agreements Only	
Contractor/Entity:		
Contractor/Entity Address:		
Effective Dates – From:	Through:	
Total Contract Amount: Budget Line:		
_	☐ Yes ☐ No	
If Yes, Attach Purchase Pre-Author	orization Request if Applicable	;
Reviewed By:		
	_Department Head	Required for all BOC meetings
DATE		
/// //Admin. Officer/BOC Office Required for all BOC meetings		
DATE		
Richard Tovey 10-12-17	_County Counsel	Required for all legal documents
DATE		
	_Finance Office	Required for all contracts; Other
DATE		items as appropriate.
	Human Resources	If appropriate
DATE		ii appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

AGENDA ITEM COVER SHEET Morrow County Board of Commissioners (Page 2 of 3)

- 1. TITLE OF AGENDA ITEM: OLCC license request
- 2. ISSUES, BACKGROUND, AND DISCUSSION:

The county has received a license request from OLCC for a business in Lexington. The county has the right to review the application and, if the county chooses, to make comment to the OLCC about the application.

471.166 (2) If the commission requires that an applicant for issuance of a new license acquire the written recommendation of a local government, the applicant must give notice to the local government when an application is made for issuance of the license. If the local government files a favorable recommendation with the commission within 45 days after the notice is given, the commission shall proceed with consideration of the application as though the local government had made a favorable recommendation unless, within 45 days after notice is given to the local government: (a) The local government files an unfavorable recommendation with the commission with a statement of the grounds for the unfavorable recommendation; or (b) The local government files a request for additional time with the commission that sets forth the reason additional time is needed by the local government, a statement that the local government is considering making an unfavorable recommendation on the

Rev: 3/23/17

AGENDA ITEM COVER SHEET Morrow County Board of Commissioners (Page 3 of 3)

☐ Clerk (Original for recording)

Other

Board of Commissioners (Copy for file)

application, and the specific grounds on which the local government is considering making an unfavorable recommendation.		
3.	<u>OPTIONS</u> : File a favorable recommendation within 45 days, remain silent and allow the application to proceed, file an unfavorable recommendation within 45 days, or ask for additional time.	
4.	FISCAL IMPACT:	
5.	STAFF RECOMMENDATIONS:	
6.	SUGGESTED ACTION(S) / MOTION(S):	
•	Attach additional background documentation as needed.	
Ro	outing: Original or copies of signed contract or document should be sent to the following:	

Finance Department (Copy for file)

Department – For distribution



Application is being made for:	CITY AND COUNTY USE ONLY		
LICENSE TYPES ACTIONS Date application received:			
☐ Full On-Premises Sales (\$402.60/yr) ☐ Change Ownership ☐ Commercial Establishment ☐ New Outlet ☐ Greater Privilege	The City Council or County Commission:		
☐ Passenger Carrier ☐ Additional Privilege ☐ Other Public Location ☐ Other	(name of city or county)		
Other Public Location Other Other	recommends that this license be:		
Limited On-Premises Sales (\$202.60/yr)RECFIVFD	☐ Granted ☐ Denied		
LIOπ-Premises Sales (\$100/yr)	By:(signature) (date)		
with Fuel Pumps Brewery Public House (\$252.60) SEP 2 6 2017	The state of the s		
L_\text{Winery (\$250/yr)}	Name:		
Other: 471.235 WMB Pregon Liquor Control Commission	Title:		
90-DAY AUTHORITY Bend, Oregon	OLOG HOE ONLY		
Check here if you are applying for a change of ownership at a business	OLCC USE ONLY		
that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority	Application Rec'd by: URtchey		
APPLYING AS:	Date: 9 26 17		
☐Limited ☐ Corporation ☒ Limited Liability ☐ Individuals Partnership Company	90-day authority: ☐ Yes ☐ No		
1. Entity or Individuals applying for the license: [See SECTION 1 of the G	Guide]		
②			
2. Trade Name (dba): Irv & Millies Spirits and Mead			
of Data rest Education	forrow OR 97839		
(number, street, rural route) (city)	(county) (state) (ZIP code)		
4. Business Malling Address: 72967 Strawberry Ln Lexing			
	city) (state) (ZIP code)		
5. Business Numbers: 541-379-3554 (phone)	A CONTRACTOR OF THE CONTRACTOR		
" '	(fax)		
6. Is the business at this location currently licensed by OLCC? ☐Yes ☐			
7. If yes to whom:Type of Licen	se:		
8. Former Business Name:			
9. Will you have a manager? Yes No Name:			
· · ·	er must fill out an Individual History form)		
10. What is the local governing body where your business is located? Morr	(name of city or county)		
11. Contact person for this application: Christian Rauch	541-379-3554		
72967 Strawberry Ln	(phone number(s))		
(address) (fax number)	-		
understand that if my answers are not true and complete, the OLCC may deny my license application.			
Applicant(s) Signature(s) and Date:			
Date 9/5/2017 3	Date		
Date ®	Date		



OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

OSP/DMV

Search Completed

SEP 27 2017

1. Trade Name Irv &Mill	ie Spirits and Mead	2.	City Lexing	ALS:
3. Name Rauch	Christian	Karl		
(Last)		(First)	(Middle)	
4. Other names used (m	naiden, other)	***************************************	_	
5. *SSI	6. Place of Birth	7. DOB (State or Country)	(mm) (dd) (yyy	·O
laws require you to provide support enforcement purpo	your Social Security Number ses (42 USC § 666(a)(13) & (of your application for an initial (SSN) to the Oregon Liquor Co ORS 25.785). If you are an app Your SSN will be used only for	ontrol Commission (C licant or licensee and	LCC) for child
SSN for the following admir (where applicable), and to e privileges otherwise provide If you consent to these uses	istrative purposes only: to ma ensure your identity for criminal ed by law if you do not conser	5-005-0312(6), we are request atch your license application to al records checks. OLCC will n at to use of your SSN for these	your Alcohol Server I	Education records s, benefits or
Applicant Signature:				
9. Driver License or Sta	te ID	a dia and	10. State OR	
11. Residence Address 7		Lexington	OR	97839
	(number and street)	(city)	(state)	·(zip code)
12. Mailing Address (if dif	ferent) (number and stree	et) (city)	(atata)	(-in anda)
544.0			(state)	(zip code)
13. Contact Phone 541-3	79-3554	14. E-Mail address (op	tional)	
15. Do you have a spouse				
If yes, list his/her full r	name: Katherine Ann	Rauch		
⊙Yes ○No		olved in the operation or n		e business?
□ Yes ○ No ○ Unsu □ Unsu □ Yes ○ No ○ Unsu □ Yes ○ No ○ Unsu □ Yes ○ No ○ Unsu □ Yes □ Yes □ No ○ Unsu □ Yes □ No □ Unsu □ Yes □ Yes □ No □ Unsu □ Yes □ Yes □ No □ Unsu □ Yes □ Yes	car with a suspended dure If yes, list the date(s	d ("convicted" includes par river's license or driving a s), or approximate dates, a ation on a separate sheet.	car with no insura	ince?
	or or a felony ? O Yes(or approximate dates, ar	("convicted" includes pay No O Unsure nd type(s) of convictions. I		

20.	Trade Name IIV & Millies Spirits and Mead 21. City Lexington
22.	Do you have any arrests or citations that have not been resolved? O Yes O No O Unsure If yes or unsure, explain here or include the information on a separate sheet.
23.	Have you ever been in a drug or alcohol <u>diversion program</u> in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.) O Yes ONO O Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.
24.	Do you, or any legal entity that you are a part of, <u>currently hold</u> or <u>have previously held</u> a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.) • Yes O No O Unsure If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet. Irv & Millies Spirits and Mead Ridgefield, WA March 31 2018
25.	Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate <u>denied or cancelled</u> by the OLCC or any other governmental agency in the US? O Yes O No O Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.
re	estions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On- mises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying one of those licenses, mark "N/A" on Questions 26 & 27.
6.	Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol? N/A O Yes O No O Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.
	Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business? O N/A O Yes O No O Unsure If yes or unsure, explain:
ub	stion 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-lic House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or ery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.
	Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon? ON/A O Yes O No O Unsure If yes or unsure, explain:
affi nec	must sign your own form (you can't have your attorney or a person with power of attorney sign your form). rm that my answers are true and complete. I understand the OLCC will use the above information to k my records, including but not limited to, criminal history. I understand that if my answers are not true
	complete, the OLCC may denyany license application. (cant Signature:





OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

SEP 27 2017

INITIALS:

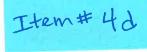
1. Trade Name Irv & I	Millies Spirits and Mead	2. City	Lexington	
3. Name Rauch	Katherine	Ann		
(Last	;)	(First)	(Middle)	
4. Other names used	(maiden, other)			
5. *Sŧ	6. Place of Bir	7. DOB		F@
laws require you to provi- support enforcement pur	IMBER DISCLOSURE: As part of y de your Social Security Number (S poses (42 USC § 666(a)(13) & OR use to process your application. Yo	SN) to the Oregon Liquor Contro S 25.785). If you are an applican	ol Commission (Ol nt or licensee and	CC) for child fail to provide your
SSN for the following addr (where applicable), and to	nder ORS 471.311 and OAR 845-C ministrative purposes only: to mate o ensure your identity for criminal i ided by law if you do not consent to ses, please sign here:	h your license application to you records checks. OLCC will not de	r Alcohol Server E eny you any rights	ducation records , benefits or
Applicant Signature:				
9. Driver License or S	tate ID	10.	State OR	
11. Residence Address	72967 Strawberry Ln (number and street)	Lexington (city)	OR (state)	97839
		(Gity)	(state)	(zip code)
12. Mailing Address (if	different) (number and street)	(city)	(state)	(zip code)
13. Contact Phone 541	-379-3554	14. E-Mail address (option	nal)	
15. Do you have a spou	use or domestic partner? ① \	∕es □ No		
6. If yes to #15, will thi ⊙Yes ○No	s person work at or be involv	ed in the operation or man	agement of the	business?
7. List all states, other	than Oregon, where you have	e lived during the past ten	years:	
other state of driving ☐ Yes	, have you been <u>convicted</u> (g a car with a suspended driven asure If yes, list the date(s), you may include the information	er's license or driving a car or approximate dates, and	with no insura	nce?
state of a misdemea If yes, list the date(s	have you been convicted (nor or a felony? O Yes O), or approximate dates, and on on a separate sheet.	No O Unsure		-

	. Trade Name IIV & Millies Spirits and Mead	21. City Lexingtopn
22	. Do you have any arrests or citations that have not be if yes or unsure, explain here or include the information.	peen resolved? O Yes O No O Unsure stion on a separate sheet.
23.	Have you ever been in a drug or alcohol diversion program is where you are required, usually by the crequirements in place of being convicted of a drug of yes, list the date(s), or approximate dates. If unsu separate sheet.	ourt or another government agency, to complete certain or alcohol-related offense.) OYes ONo OUnsure
24.	Do you, or any legal entity that you are a part of, <u>cu</u> in Oregon or another US state? (Note: a service per If yes, list the name(s) of the business, the city (or cidate(s) of the license(s). If unsure, explain. You ma Irv & Millies Spirits and Mead Ridgefield, WA March	y include the information on a separate sheet.
25.	Have you, or any legal entity that you are a part of, certificate denied or cancelled by the OLCC or any Yes ONO Unsure If yes, list the date(s), or a the information on a separate sheet.	ever had an application for a license, permit, or y other governmental agency in the US? approximate dates. If unsure, explain. You may include
Pre	one of those licenses, mark "N/A" on Questions 26 &	ewery-Public House license. If you are not applying
	Do you have any ownership interest in any other but alcohol? N/A O Yes O No O Unsure If yes, explain. You may include the information on a separ	list the date(s), or approximate dates. If unsure.
27.	alcohol? N/A O Yes O No O Unsure If yes, explain. You may include the information on a separ	list the date(s), or approximate dates. If unsure, ate sheet. cohol have any ownership interest in your business?
27. Que:	alcohol? N/A Yes No Unsure If yes, explain. You may include the information on a separ Does, or will, a maker, wholesaler, or distributor of all N/A Yes No Unsure If yes or unsure, or the contract of the contract o	list the date(s), or approximate dates. If unsure, ate sheet. Icohol have any ownership interest in your business? explain: u are part of, are applying for a Brewery, Brewery-ehouse. Wholesale Malt Beverage & Wine, or
27. Que: Publ Wine	alcohol? N/A Yes No Unsure If yes, explain. You may include the information on a separ Does, or will, a maker, wholesaler, or distributor of all N/A Yes No Unsure If yes or unsure, or stion 28 applies if you, or any legal entity that you House, Distillery, Grower Sales Privilege, Ware	list the date(s), or approximate dates. If unsure, ate sheet. Icohol have any ownership interest in your business? explain: u are part of, are applying for a Brewery, Brewery-ehouse, Wholesale Malt Beverage & Wine, or licenses, mark "N/A" on Question 28. any ownership interest in any other business that
Ques Publ Wine	alcohol? N/A Yes No Unsure If yes, explain. You may include the information on a separ Does, or will, a maker, wholesaler, or distributor of all N/A Yes No Unsure If yes or unsure, or not stion 28 applies if you, or any legal entity that you ic House, Distillery, Grower Sales Privilege, Ware ary license. If you are not applying for one of those Do you, or any legal entity that you are part of, have sells alcohol at retail in Oregon? N/A Yes One of the context of the contex	list the date(s), or approximate dates. If unsure, ate sheet. Icohol have any ownership interest in your business? explain: u are part of, are applying for a Brewery, Brewery-ehouse, Wholesale Malt Beverage & Wine, or licenses, mark "N/A" on Question 28. any ownership interest in any other business that No ① Unsure If yes or unsure, explain:
Quee Publ Wine 28. I	alcohol? N/A Yes No Unsure If yes, explain. You may include the information on a separ Does, or will, a maker, wholesaler, or distributor of all N/A Yes No Unsure If yes or unsure, or N/A Yes No Unsure If yes or unsure, or the stion 28 applies if you, or any legal entity that you keep lice House, Distillery, Grower Sales Privilege, Ware ery license. If you are not applying for one of those Do you, or any legal entity that you are part of, have sells alcohol at retail in Oregon? N/A Yes O	list the date(s), or approximate dates. If unsure, ate sheet. Icohol have any ownership interest in your business? explain: u are part of, are applying for a Brewery, Brewery-ehouse, Wholesale Malt Beverage & Wine, or licenses, mark "N/A" on Question 28. any ownership interest in any other business that No ① Unsure If yes or unsure, explain: ey or a person with power of attorney sign your form). and the OLCC will use the above information to story. I understand that if my answers are not true



Please Print or Type	
Applicant Name: Irur Millies Spirits and	Mean Phone: 541 379, 355
Trade Name (dba): Isv & Millies Spin	rits and Mead
Business Location Address: 72967 Straube City: Lexington	zip Code: 97839
Business Hours: Sunday Monday Tuesday Wednesday To Thursday To Thursday To Saturday To Seasonal Variations: Outdoor Area Hours: Sunday Monday To Monday Tuesday Monday Tuesday To Wednesday To Thursday To Saturday No If yes, explain:	The outdoor area is used for: Food service Hours: to Alcohol service Hours: to Enclosed, how The exterior area is adequately viewed and/or supervised by Service Permittees (Investigator's Initials)
ENTERTAINMENT Check all that apply: Live Music	Sunday to Monday to Tuesday to Thursday to Thursday to Friday to Saturday to Saturday to Saturday
SEATING COUNT Restaurant: Outdoor: ounge: Other (explain): anquet: Total Seating:	OLCC USE ONLY Investigator Verified Seating:(Y)(N) Investigator Initials:
understand if my answers are not true and complete, the OLCC m	ay deny my license application. Date: 9-5-17

1-800-452-OLCC (6522) www.oregon.gov/olcc





Purchase Pre-Authorization Request

Purchase pre-authorization is required prior to all purchases in excess of \$5,000.

DATE:	May 5, 1994		
RE:	Purchasing Policy		
It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.			
	ing supplies such as paper, even in large quanti ourchases not anticipated at the time of budget,	cies, would not require a sign off. This is particularly such as a piece of equipment that breaks down.	
allows the Cou		omes to the County Court for pre- approval. This the obligation is incurred and to be assured that there	
Staff Contac	t: John A. Bowles	Phone Number (Ext): 5102	
Department:	W. 100 0.00	Date: 10/03/2017	
Purchase Ar	nount: \$15,437.40	Budget Line: 101-113-5-40-4407	
Is the purcha	ase a "public improvement?" No	Yes, Address ORS 279C	
Does the pur	rchase amount exceed \$10,000?	Yes, See Page 2	
Description:			
	le computers and Six docking cradles		
	are figured into the current, approved be approved and budgeted for replacement		
Finance Director signature Toku A. Bowles Department signature			
		10/03/2017	
Board of C	ommissioners	Date	
Original or copies of signed contract should be sent to the following:			
	e Department (Signed Original) ⊠ Office (Copy for file)	Department (Copy for file)	

Purchase Pre-Authorization Request - Addendum for Intermediate Procurements Purchases in Excess of \$10,000 but less than \$150,000

<u>Note</u>: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

Requirements of ORS 279B.070:

(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]

Quote/Proposal	1	
	_	

Quote/Proposal	-
(DIOTE/Proposa	/ •
Ouoton roposal	4.

Quote/Proposal 3:

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]

Staff Recommendation:

After approval from the BOC I can get these units ordered and install scheduled.

^{*}Attach documentation as needed



InterMountain ESD InterMountain Technology 2001 SW Nye Avenue Pendleton, OR 97801 Phone: (541) 966-3182

Phone: (541) 966-318 Fax: (541) 966-3231 Quote Number:

TC00-67954

Morrow Co Sheriffs Office

Quote for 6 GETAC laptops and docks

Customer: Account #0000000345

Morrow County Sheriff's Department

Attn: Judy Chastain Accounts Payable PO Box 159 Heppner, OR 97836 Deliver To: Jordan Standley

InterMountain ESD - IT 2001 SW Nye Avenue Pendleton, OR 97801

PO Number Ordered By Quote Date Quote Expires Technician 09/29/2017 10/29/2017 Jordan Standley Jordan Standley Description Quantity **Unit Price** Extended Laptop, Getac S410, 14in, Core i5 6200U, 8 GB RAM, 128 GB SSD 2,024.00 12,144.00 3,293.40 6 Gamber-Johnson 7170-0539 docking cradle with power supply 548.90

TC00-67954



Morrow County Board of Commissioners (Page 1 of 2)

Item#

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.		
Staff Contact: Bobbi Childers	Phone Number (Ext): 5601	
Department: Clerk	Requested Agenda Date: 10/18/2017	
Person Attending BOC Meeting (REQUIRED): Short Title of Agenda Item:	Intergovernmental Agreement: Assessor	
Short Title of Agenda Item.		
	all that apply for this meeting.)	
Order or Resolution	Appointments Undete on Project/Committee	
Ordinance/Public Hearing: 1st Reading 2nd Reading	Update on Project/Committee Discussion Only	
Public Comment Anticipated:	Discussion & Action	
Estimated Time:	Estimated Time:	
Document Recording Required	Department Report Other:	
Contract/Agreement X Z	☐ Other:	
N/A For Contracts and Agreements Only Contractor/Entity: Morrow/Gilliam - BOPTA Contractor/Entity Address:		
Effective Dates – From: February 5, 2018 Through: June 30, 2018		
Total Contract Amount: N/A Does the contract amount exceed \$5,000? Yes	Budget Line:	
If Yes, Attach Purchase Pre-Authorization		
Reviewed By:		
Proble W Childus 10/12/17 Depart	ment Head Required for all BOC meetings	
Admin Date Admin	. Officer/BOC Office Required for all BOC meetings	
See Attached CMail O. 10-17 County	Counsel Required for all legal documents	
Financ	e Office Required for all contracts; Other items as appropriate.	
Humar	Resources If appropriate	

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

Morrow County Board of Commissioners (Page 2 of 2)

1.	TITLE OF AGENDA ITEM:	
	Agreement/Intergovernmental	
2.	ISSUES, BACKGROUND, AND DISCUSSION:	
	This agreement is for our Assessor to appraise property in Gilliam if necessary and Gilliam Assessor to appraise property in Morrow County if necessary in satisfying the requirements of Board of Property Tax Appeals processes.	
3.	OPTIONS:	
	Hire an independent appraiser at a high cost to the county	
4.		
	none if not used and mileage and meals if used	
5.	STAFF RECOMMENDATIONS:	
6.	SUGGESTED ACTION(S) / MOTION(S):	
	Attach additional background documentation as needed.	
Rou	ting: Original or copies of signed contract or document should be sent to the following: Clerk (Original for recording) Finance Department (Copy for file)	
	Clerk (Original for recording) Board of Commissioners (Copy for file) Other ———————————————————————————————————	

Bobbi Childers

From:

Justin Nelson

Sent:

Tuesday, October 10, 2017 10:01 AM

To:

Bobbi Childers

Subject:

RE: Please look at this

Attachments:

Morrow Intergovernmental Agreement BOPTA 2017.doc

Bobbi.

I have reviewed the attached BOPTA IGA with Gilliam County and it looks good to me, and I don't have any recommended changes.

-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836

Office: (541) 676-5626 Fax: (541) 676-5660

Email: jnelson@co.morrow.or.us

From: Bobbi Childers

Sent: Monday, October 09, 2017 11:53 AM

To: Justin Nelson < jnelson@co.morrow.or.us>

Subject: FW: Please look at this

Hi Justin,

Any idea if this is okay? I need to do one for Gilliam County, too. I need to have them get on a BOC Meeting schedule.

I know you're busy....

Thanks,

Bobbi

From: Bobbi Childers

Sent: Tuesday, October 03, 2017 9:05 AM

To: Justin Nelson < inelson@co.morrow.or.us >

Subject: Please look at this

Hi Justin,

Could you please look this over for me.

Thank You,

Bobbi

Bobbi A Childers
Morrow County Clerk, C.C.C., CERA
100 S Court Street
PO Box 338
Heppner, OR 97836-0338
541-676-5601
bchilders@co.morrow.or.us

"To make democracy work, we must be a nation of participants, not simple observers. One who does not vote has no right to complain."

Louis L'Amour

Intergovernmental Agreement Morrow

This agreement made in the month of October 2017, by and between Morrow County, a political subdivision of the State of Oregon (Morrow) and Gilliam County, a political subdivision of the State of Oregon (Gilliam);

WITNESSETH:

That whereas, each of the parties has established a Board of Property Tax Appeals in order to perform the appropriate function regarding property tax appeals; and

Whereas, the duly elected Tax Assessor of each county is fully qualified to perform the appraisal services required; and

Whereas, the Gilliam County Tax Assessor qualifies as an independent appraiser for property situated within Morrow County; and the Morrow County Tax Assessor qualifies as an independent appraiser for property situated within Gilliam County;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

- 1. Upon request by the Gilliam County Court, the Morrow County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Gilliam County Board of Property Tax Appeals in the performance of its function.
- 2. Upon request by the Morrow County Board of Commissioners, the Gilliam County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Morrow County Board of Property Tax Appeals in the performance of its function.
- 3. Not withstanding any other provision herein, neither the Gilliam County Tax Assessor nor the Morrow County Tax Assessor shall be required to perform the services necessary to assist the Morrow County Board of Property Tax Appeals or the Gilliam County Board of Tax Appeals in the performance of its function.
- 4. The incidental expenses associated with the performance of the services described above, including, but not limited to, travel and meals, shall be submitted as a regular claim for reimbursement upon the county for whom the services were performed.

Either party may terminate this agreement upon thirty days written notice to the other;

IN WITNESS WHEREOF, the parties have set their hands on this October ____, 2017 date.

GILLIAM COUNTY COURT

MORROW COUNTY COMMISSIONERS

Steve Shaffer, Date Gilliam County Judge	Melissa Lindsay, Date Morrow County Chair
• •	·
Leslie Wetherell, Date	Don Russell, Date
Gilliam County Commissioner	Morrow County Commissioner
Michael Weimar, Date	Jim Doherty, Date
Gilliam County Commissioner	Morrow County Commissioner
	Wanter 10-12-1
Chet Wilkins, Date	Mike Gorman, Date
Gilliam County Assessor	Morrow County, Assessor
¥	3
Attest:	Attest:
Ellen Wagenaar,	Bobbi Childers,
Gilliam County Clerk	Morrow County Clerk
	ar g
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Gilliam County Counsel	Morrow County Counsel

Page 2 INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement Gilliam

This agreement made in the month of October 2017, by and between Morrow County, a political subdivision of the State of Oregon (Morrow) and Gilliam County, a political subdivision of the State of Oregon (Gilliam);

WITNESSETH:

That whereas, each of the parties has established a Board of Property Tax Appeals in order to perform the appropriate function regarding property tax appeals; and

Whereas, the duly elected Tax Assessor of each county is fully qualified to perform the appraisal services required; and

Whereas, the Gilliam County Tax Assessor qualifies as an independent appraiser for property situated within Morrow County; and the Morrow County Tax Assessor qualifies as an independent appraiser for property situated within Gilliam County;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

- 1. Upon request by the Gilliam County Court, the Morrow County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Gilliam County Board of Property Tax Appeals in the performance of its function.
- 2. Upon request by the Morrow County Board of Commissioners, the Gilliam County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Morrow County Board of Property Tax Appeals in the performance of its function.
- 3. Not withstanding any other provision herein, neither the Gilliam County Tax Assessor nor the Morrow County Tax Assessor shall be required to perform the services necessary to assist the Morrow County Board of Property Tax Appeals or the Gilliam County Board of Tax Appeals in the performance of its function.
- 4. The incidental expenses associated with the performance of the services described above, including, but not limited to, travel and meals, shall be submitted as a regular claim for reimbursement upon the county for whom the services were performed.

Either party may terminate this agreement upon thirty days written notice to the other;

IN WITNESS WHEREOF, the parties have set their hands on this October _____, 2017 date.

GILLIAM COUNTY COURT	MORROW COUNTY COMMISSIONERS

Steve Shaffer, Date Gilliam County Judge	Melissa Lindsay, Date Morrow County Chair
Leslie Wetherell, Date Gilliam County Commissioner	Don Russell, Date Morrow County Commissioner
Michael Weimar, Date Gilliam County Commissioner	Jim Doherty, Date Morrow County Commissioner 10-12-17
Chet Wilkins, Date Gilliam County Assessor	Mike Gorman, Date Morrow County, Assessor
Attest:	Attest:
Ellen Wagenaar, Gilliam County Clerk	Bobbi Childers, Morrow County Clerk
	**
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Gilliam County Counsel	Morrow County Counsel

Page 2 INTERGOVERNMENTAL AGREEMENT



Department: Legal

Staff Contact: Richard Tovey

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

Item#

5a

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Phone Number (Ext):

Requested Agenda Date: 10-18-17

Person Attending BOC Meeting (REQUIRE. Short Title of Agenda Item: OSU Extension	, -	
This Item Involve ☐ Order or Resolution ☐ Ordinance/Public Hearing: ☐ 1st Reading ☐ 2nd Readin ☐ Public Comment Anticipated Estimated Time: ☐ Document Recording Require ☐ Contract/Agreement	ng Discussion : Discussion Estimated	nts Project/Committee Only & Action Fime:
N/A For Con Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000? If Yes, Attach Purchase Pre-Auth	tracts and Agreements Only Through: Budget Line: Yes No norization Request if Applicable	
Reviewed By:		
DATE DATE DATE	Department Head /_Admin. Officer/BOC Office	Required for all BOC meetings Required for all BOC meetings
Richard Tovey 10-12-17 DATE	County Counsel	Required for all legal documents
DATE	Finance Office	Required for all contracts; Other items as appropriate.
DATE	Human Resources	If appropriate

<u>Note</u>: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

ורמ	age 2 of 2)
1.	TITLE OF AGENDA ITEM: OSU Extension Service District
2.	ISSUES, BACKGROUND, AND DISCUSSION:
	SU Extension is requesting that the county form a service district. This order would allow for a public hearing the subject to be scheduled by the BoC.
3.	OPTIONS: Agree to the creation of the order, deny the order, ask staff for more input
4.	FISCAL IMPACT:
5.	STAFF RECOMMENDATIONS:
6.	SUGGESTED ACTION(S) / MOTION(S):
•	
•	Attach additional background documentation as needed.
Ro	uting: Original or copies of signed contract or document should be sent to the following:
	Clerk (Original for recording)
	Board of Commissioners (Copy for file)



Morrow County Board of Commissioners (Page 1 of 2)

Item #	
5C	

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.		
Staff Contact: Greg Close/Kirsti Cason Department: Morrow County Parks Person Attending BOC Meeting (Required): Gregory Short Title of Agenda Item: 2017 Special Spike	Requested Age reg Close	r (Ext): 541-989-9500 enda Date: October 18, 2017
This Item Involves: (C Order or Resolution Ordinance/Public Hearing: 1st Reading 2nd Reading Public Comment Anticipated: Estimated Time: Document Recording Required Contract/Agreement	Discussion Discussion Estimated T Department	onts Project/Committee Only & Action Cime: 15 Minutes
Contractor/Entity: Contractor/Entity Address: Effective Dates – From:	and Agreements Only Through:	
Total Contract Amount: Does the contract amount exceed \$5,000? Ye If Yes, Attach Purchase Pre-Authoriza	_	
DATE	partment Head min. Officer/BOC Office	Required for all BOC meetings Required for all BOC meetings
	unty Counsel	Required for all legal documents
Fin	ance Office	Required for all contracts; Other items as appropriate.
Hu	man Resources	If appropriate

<u>Note</u>: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

Morrow County Board of Commissioners (Page 2 of 2)

1. TITLE OF AGENDA ITEM: 2017 Special Spike Youth Elk Hunt

2. ISSUES, BACKGROUND, AND DISCUSSION:

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

The Morrow/Grant County OHV Park opens a portion of the park for Grant and Morrow County residents to hunt on the park for a spike elk (Nov. 04 – Nov 12, 2017. A portion of trail system is closed for ATV use during this time to allow for this youth hunt.

3. **OPTIONS:**

Open applications – goal is to allow equal number of participants from Morrow & Grant County with no more than six total successful applicants, with four alternates, any others would be unsuccessful

Open applications – accept all applicants as successful

Not allow any applications

Other

4. FISCAL IMPACT:

Impact base off past years, some of the hunters make reservations at the park, and visit The Landing to eat thus provides additional revenue to the park from those participating

5. STAFF RECOMMENDATIONS:

To select a total of six youth (3 from Morrow & 3 from Grant if possible) to participate in this hunting opportunity.

6. **SUGGESTED ACTION(S) / MOTION(S):**

Board of Commissioners to motion, approve successful, alternate or unsuccessful 2017 Special Spike only youth hunt applicants

Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:			
	Clerk (Original for recording)		Finance Department (Copy for file)
\boxtimes	Board of Commissioners (Copy for file)		Department – For distribution
\boxtimes	Other Morrow County Public Works - Parks	Departi	ment

Rev: 3/23/17

MORROW/GRANT COUNTY OHY PARK SPECIAL YOUTH HUNT Elk Second Season -- Spike only November 04, 2016 to November 12, 2017

For more information please contact Sandi Putman or Kirsti Cason at the Morrow County Public Works Office 541-989-9500 from 8:00am to 4:00pm Monday - Friday

Morrow/Grant County Special Youth Hunt Applications

MUST be submitted no later than

Thursday, October 12, 2017 5:00 p.m.

at the Morrow County Public Works Office 365 West Highway 74, P.O. Box 428 Lexington, Oregon 97839

Applications will be available at Morrow County Public Works Office.

Applicant <u>MUST</u> be a current Morrow or Grant County Resident, have a hunters education certificate and a valid hunters license. Successful applicant will be <u>required to purchase</u> a <u>General Second Season Elk Tag</u>, and provide proof hunting license, and general second season elk tag.

Morrow/Grant County OHV Park Special Youth Hunt 2017 Elk Second Season – Spike ONLY Applicants Morrow/Grant County ONLY

Morrow County Board of Commissioners Meeting Results Opened on October 18, 2017

Try for equal numbers (3) from Grant and Morrow County

	TOTAL OF () APPLICATIONS RECEIVED by cut-off time October 12, 2017 @ 5:00pm
1.	Successful – (up to 6) First Name – Last Name City from
	a
	b
	C.
	d
	e
	f
2.	Alternate – (up to 4)
	b
	c
	d
3.	Unsuccessful – (any others)
	b



Item #

Morrow County Board of Commissioners (Page 1 of 2)

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners. Phone Number (Ext): 541-676-5667 Staff Contact: Anita Pranger Requested Agenda Date: 10/18/2017 Department: Transportation Anita Pranger Person Attending BOC Meeting (REQUIRED): Short Title of Agenda Item: Quarterly Report This Item Involves: (Check all that apply for this meeting.) **Appointments** Order or Resolution Update on Project/Committee Ordinance/Public Hearing: **Discussion Only** 1st Reading 2nd Reading Public Comment Anticipated: Discussion & Action **Estimated Time: Estimated Time:** Document Recording Required Department Report Other: Contract/Agreement □ N/A For Contracts and Agreements Only Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Through: Budget Line: **Total Contract Amount:** Does the contract amount exceed \$5,000? Yes No If Yes, Attach Purchase Pre-Authorization Request if Applicable Reviewed By: Anita Pranger Oct 16, 2017 Department Head Required for all BOC meetings DATE Admin. Officer/BOC Office Required for all BOC meetings DATERequired for all legal documents County Counsel DATE Required for all contracts; Other Finance Office items as appropriate. DATE

<u>Note</u>: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests must be received by the Board's office by 5:00 PM on the Thursday prior to the Board of Commissioners Wednesday meeting. This form needs to be completed, including County Counsel and Finance review for all contracts, and submitted to the Board of Commissioners Office by noon on the Monday preceding the Board's Wednesday meeting.

Human Resources

DATE

If appropriate

Morrow County Board of Commissioners (Page 2 of 2)

TITLE OF AGENDA ITEM:
Quarterly Report
ISSUES, BACKGROUND, AND DISCUSSION:
Irrigon Chevrolet Impala wreck Sept 12, 2017. No one in county car was seriously hurt. New bus was to be here Sept 27, 2017 still has not arrived. I have contacted vendor several times and heard nothing from them. I have also contacted the state and let them know what is happening with the bus. Oct 1-4, 2017 state conference. HB2017, also known as Keep Oregon Moving, need to form another committee so I can spend the monies that will start to come in January 2019. This committee will be much more than just an advisory committee. The new statewide public transportation improvement fund, known as STIF, will be the advisory committee for setting rules for the Keep Oregon Moving grant. Their first meeting will be Oct 24, 2017 in Salem. After that meeting hopefully I will know more about what my new committee will need to entail and if I will also need to do another transportation plan.
OPTIONS:
FISCAL IMPACT:
STAFF RECOMMENDATIONS:
SUGGESTED ACTION(S) / MOTION(S):
Attach additional background documentation as needed.
uting: Original or copies of signed contract or document should be sent to the following:
Clerk (Original for recording) Finance Department (Copy for file)
Board of Commissioners (Copy for file) Department – For distribution Other



MORROW COUNTY SHERIFF

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

Fax: (541)676-5577

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

MEMORANDUM Morrow County Sheriff's Office

To: Morrow County Court

Date: 10-18-2017

From: Jo

John A. Bowles, Undersheriff

Re:

Emergency Management Report

Recent activities regarding Morrow County Emergency Management.

- 1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook (weather, accidents, alerts, warnings, traffic, preparedness)
- 2. July 20/ 2017, Heppner Chamber of Commerce Eclipse meeting
- 3. **July 20/ 2017**, MCSO Supervisor meeting, eclipse planning
- 4. July 27/ 2017, MCSO worked on schedule for eclipse week
- 5. **July 29/ 2017**, Irrigon Watermelon Festival
- 6. Aug 01/2017, Umatilla/ Morrow Radio & Data District Meeting
- Aug 02/ 2017, Eclipse preparation meeting in Hermiston (Police, Medical, Fire, Hospital, ODOT, Forest Service, ODFW
- 8. Aug 02/ 2017, Heppner Town Hall, Eclipse Presentation and discussion
- 9. **Aug 03/ 2017**, Radio programing for the eclipse
- 10. Aug 03/ 2017, Total Solar Eclipse Statewide Coordination conference call
- 11. Aug 10/ 2017, Total Solar Eclipse Statewide Coordination conference call
- 12. Aug 16/ 2017, EOC status/ monitoring for eclipse
- 13. Aug 16/ 2017, Morrow County Fair and Rodeo
- 14. Aug 17/ 2017, EOC status/ monitoring for eclipse

- 15. Aug 17/ 2017, Morrow County Fair and Rodeo
- 16. Aug 18/ 2017, EOC activated for eclipse
- 17. Aug 18/ 2017, Morrow County Fair and Rodeo
- 18. Aug 19/ 2017, EOC activated for eclipse
- 19. Aug 19/ 2017, Morrow County Fair and Rodeo
- 20. Aug 20/ 2017, EOC activated for eclipse
- 21. Aug 20/ 2017, Morrow County Fair and Rodeo
- 22. Aug 21/ 2017, EOC activated for eclipse
- 23. **Aug 22/ 2017**, EOC activated for eclipse
- 24. Aug 30/ 2017, After action Statewide eclipse conference call
- 25. Aug 31/ 2017, Meeting with Mark D. Reese Nuclear Emergency Program Coordinator
- 26. Aug 30/ 2017, UAS Education Series Meeting in Pendleton with Thomas Roberts Umatilla County EM
- 27. Aug 31/ 2017, Mutual Aid for Wheeler County Search and Rescue
- 28. **Sept 06/2017**, EMPG billing for July-Aug 2017 **\$8,179.08**
- 29. **Sept 11/2017**, Search and Rescue Sunflower Flat/ 17 Rd. Lost teenagers (found)
- 30. Sept 19-21/ 2017, Oregon Emergency Management Association Conference
- 31. Sept 22/ 2017, Officer involved shooting
- 32. **Sept 26/2017**, Competed the EMPG required NIMS Assessment
- 33. Oct 05/ 2017, Pioneer Memorial Hospital Active Shooter Exercise
- 34. Oct 05/ 2017, Pioneer Memorial Hospital Active Shooter Exercise After Action Review
- 35. Oct 06/ 2017, Review and signed the Hanford 2017-2019 IGA Agreement (Hanford)
- 36. **Oct 10/ 2017**, EMPG billing for Sept 2017 \$3,663.28
- 37. **Oct 11/2017**, EMPG Quarterly report.
- 38. Oct 10/2017, Completed the EMPG required Capability Assessment