

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, January 10, 2018 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room

490 N.E. Main Ave., Irrigon, Oregon

- 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 January 11th; Chevron & Texaco Card Services Manual Check dated January 4, 2018 in the amount of \$166.13; January 2018 Retirement Taxes dated January 4, 2018 in the amount of \$18,643.19; Payroll Payables Monthlies dated December 22, 2017 in the amount of \$179,986.98; Payroll Payables Immediates & Electronic dated January 3, 2018 in the amount of \$15,971.51; Payroll Payables Immediates & Electronic HRA VEBA dated January 3, 2018 in the amount of \$3,000
 - b. Minutes: December 20, 2017; December 27, 2017
 - c. Fair Board Reappointment Request (Ann Jones, Fair Secretary)
 - d. Planning Commission Appointment Request, Position # 9 - Boardman (Carla McLane, Planning Director)
 - e. The Loop – Morrow County Transportation Purchase Pre-Authorization Request for ADA Van using Federal Grant Funds (Anita Pranger, The Loop Coordinator)
 - f. Tyler Technologies Accrual Program Purchase Pre-Authorization (Kate Knop, Finance Director)
- 5. Final Public Hearing** – To consider the formation of an Oregon State University Extension Service District
- 6. Business Items**
 - a. Cutsforth Park Vault Restroom Purchase Request (Greg Close, Parks General Manager)
 - b. Contingency Fund Allocation Request – Cell Phone Extraction Program Hardware (Justin Nelson, District Attorney; Undersheriff John Bowles)
 - c. Emergency Management Program Grant (Undersheriff John Bowles)
 - d. Budget Calendar (Kate Knop, Finance Director)
- 7. Department Reports**
 - a. Planning Department Monthly Report (Carla McLane, Planning Director)
 - b. Justice Court Quarterly Report (Judge Ann Spicer)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
December 20, 2017
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Karen Wolff, Human Resources Director
Kate Knop, Finance Director
Richard Tovey, County Counsel
Roberta Lutchter, Executive Assistant

Call to Order and Pledge of Allegiance: 9:05 a.m.

City and Citizen Comments: No comments

Open Agenda: No items

Consent Calendar

Chair Lindsay requested to remove the Crow Engineering Contract to Business Items.

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

1. *Accounts Payable dated December 21st in the amount of \$119,686.22; Two separate One-Time Retirement Payments dated December 11th, amounts \$790.79 and \$42,863.36*
2. *Reappointments to The Loop - Morrow County Transportation Advisory Committee as follows: Aaron Palmquist, representing Irrigon/Community, term to be January 1, 2018 through December 31, 2121; Kevin McCabe, representing Lexington/Community, term to be January 1, 2018 through December 31, 2121; Leann Rea, representing Heppner/Seniors, term to be January 1, 2018 through December 31, 2121; Betty Gray, representing Ione/Seniors, term to be January 1, 2018 through December 31, 2121*
3. *Resolution Number R-2017-32: Amending the Bylaws of the Morrow County Road Committee*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Crow Engineering, Inc. Contract for North County Facility Planning

Commissioner Russell moved to authorize the Administrator to sign the General Conditions - Memorandum of Engagement for Professional Services with Crow Engineering, Inc. with the condition the "Request for Proposal for Project Management Services for Facility Planning" be attached as an addendum. Commissioner Doherty seconded. Unanimous approval.

Board of Commissioners Committee & Board Assignments 2018

The Commissioners reviewed the revised list and made one additional change. (The list is available on the County's website www.co.morrow.or.us.)

Intergovernmental Agreement #154978 – Oregon Health Authority, Substance Abuse Prevention and Treatment Block Grant

Kate Knop, Finance Director

Ms. Knop explained the funds are used to prevent alcohol, tobacco and drug use. The \$106,758 associated with this agreement are passed-through to Community Counseling Solutions, Inc. She said she learned CCS contracts with an individual to provide these services. The Commissioners said they would like to know if CCS withholds an administrative fee in the contract with that person.

Commissioner Doherty moved to approve Oregon Health Authority Intergovernmental Agreement #154978, Substance Abuse Prevention and Treatment Block Grant, funds sub-awarded to Community Counseling Solutions, Inc. in the amount of \$106,758; effective date being July 1, 2017 – July 30, 2019. Commissioner Russell seconded. Unanimous approval.

Budget Process Discussion

Darrell J. Green, Administrator

Kate Knop, Finance Director

Mr. Green said the County has many things under consideration, such as north County facility planning; completing the purchase of property in Boardman for a new Public Works Yard; decisions regarding the Retirement Trust; and the upcoming budget process. He asked the Board to provide some direction as to priorities.

Ms. Knop said the Long Range Planning Work Session scheduled for January 10, 2018, 1:30 p.m., at the Port of Morrow will be of benefit as the Board works to establish priorities.

Mr. Green explained that since last week's updates on the status of the County's retirement plan, he and the Finance Director and Human Resources Director have been looking into some of the suggestions from that meeting. They will provide more information in the near future, he said.

The Commissioners and staff discussed the membership of the Budget Committee since one of the members, Jill Parker, will be moving out of County shortly. While the Commissioners had nothing but praise for Ms. Parker, and her expertise and professionalism while serving on the Budget Committee, they agreed she should resign. Commissioner Doherty said he will discuss the situation with Ms. Parker.

Mr. Green and Ms. Knop said they will be sending out a survey to Department Directors about what worked and didn't during last year's Budget Hearings. Ms. Knop said they hope to simplify things this year. The Commissioners reiterated their desire to start the budget process much earlier and have information provided well in advance of the Budget Hearings.

Mr. Green then recommended the Board appoint the Finance Director as the Budget Officer for the upcoming 2018-2019 Fiscal Budget.

Commissioner Russell moved to appoint the Finance Director, Kate Knop, as the Budget Officer for the 2018-2019 Fiscal Budget. Commissioner Doherty seconded. Unanimous approval.

The Commissioners then discussed the Compensation Committee. Commissioner Russell said if the Board wants to request different salary and position comparisons, they need to provide that direction right away to Karen Wolff, Human Resources Director. He also asked if the job duties of elected officials could be evaluated through JobMeas™, the system the county uses in determining wages for employees. Ms. Wolff said if accurate job descriptions were to be developed, it could be done.

Juvenile Department New Job Description

Tom Meier, Juvenile Department Director

Karen Wolff, Human Resources Director

Ms. Wolff explained the Assistant to the Juvenile Director, John McCabe, will be retiring in January, and Mr. Meier is requesting to eliminate that position and instead hire a Parole & Probation Counselor. Mr. Meier outlined his rationale for the change, and Ms. Wolff explained the starting wage for the Counselor would be the same as the retiring Assistant to the Juvenile Director (\$3,626 per month). Discussion.

Commissioner Doherty moved to approve creating a Juvenile Parole & Probation Counselor position and assigning it to Pay Range 12, Step A of the General Employee Wage Scale (\$3,626 per month). Commissioner Russell seconded. Discussion: Commissioner Doherty said by approving this new position, he did not want to see the Juvenile Department requesting additional staff at the next Budget Hearings. Mr. Meier said he's tried to instill more cross-training so one person is not solely responsible for certain tasks. This is an opportunity to bring in someone who will share that vision, he said. Unanimous approval.

Correspondence

- Letter from the Bureau of Land Management requesting public input on a proposal for road maintenance across the Prineville District.

Commissioner Reports

- Commissioner Russell said some discussions at yesterday's Eastern Oregon Counties Association meeting centered on federal forest management issues as they relate to cattle allotment leases, and grazing. In the past, he said EOCA has been involved with Payment In Lieu of Taxes (PILT) issues, but the group is now moving in the direction of having a stronger voice in management of the federal forests.
- Chair Lindsay thanked her fellow Commissioners for electing her to the Chair position in 2017. She said she looked forward to 2018 with Commissioner Russell as Chair.

Adjourned: 10:16 a.m.

Morrow County Board of Commissioners Meeting Minutes
December 27, 2017
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell – by phone
Commissioner Jim Doherty
Darrell Green, County Administrator
Karen Wolff, Human Resources Director
Kate Knop, Finance Director
Justin Nelson, County Counsel

Call to Order and Pledge of Allegiance: 9:01 a.m.

City and Citizen Comments - None

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable dated December 28th in the amount of \$148,398.79; Payroll Payables Immediates & Electronic, dated December 20th in the amount of \$158,650.02.*
- 2. Regular meeting minutes: November 29, 2017; December 6, 2017; and December 13, 2017.*

Commissioner Russell seconded. Unanimous approval.

Business Items

McGee Wealth Management Consulting Agreement

Commissioner Lindsay requested to pull this item from the Consent Agenda for further discussion. She would like to follow the recommendation of Judith McGee and put this contract out for an RFP before next year's renewal in order to fulfill our fiduciary responsibility. Ms. Knop suggested that we start the process in Spring 2018 in order to allow time for respondents to fully evaluate the Trust financials. Commissioner Russell and Commissioner Doherty agreed.

Commissioner Russell moved to approve the Investment Management and Consulting Agreement between Morrow County and McGee Wealth Management for investment services relating to the Morrow County Retirement Trust. Commissioner Doherty seconded. Unanimous approval.

Association of Oregon Counties pamphlet regarding Video Lottery

Commissioner Lindsay requested to pull this item from the Consent Agenda for further discussion. Commissioner Russell said that AOC wants to hold the legislature accountable for the full 2.5% of video lottery money that is due to counties each biennium. A bill is being

sponsored by Rep. John Lively and this pamphlet is being produced to support the bill. Commissioner Doherty and Commissioner Lindsay agreed that we should support this effort.

Commissioner Doherty moved to direct staff to share the Morrow County logo in support of the Video Lottery bill. Commissioner Russell seconded. Unanimous approval.

Department Reports

Road Department Monthly Report

Matt Scrivner, Public Works Director

The commissioners asked Mr. Scrivner if he had anything to add to his written report. He said we had crews working last Saturday due to the storm. Two plows worked in the north part of the county on Christmas Day and one in the Ione area. Everyone has been working yesterday and today getting the roads cleared. The gate at the bottom of Coal Mine Hill has been locked.

Commissioner Lindsay asked if there is a full crew right now. Mr. Scrivner said they are short a couple of people for medical reasons and one could not get back here from the Coast.

Commissioner Doherty asked how we are progressing on filling the Assistant Road Master position. Mr. Scrivner advised that we received seven applications and we are interviewing five tomorrow. Commissioner Doherty asked if any of them are local and the reply was 'Yes'.

Sheriff's Office Monthly Report

The Commissioners reviewed the written report.

Commissioner Russell commented that it sounds like the DA office has been especially busy lately with heinous crimes. Justin Nelson, DA provided an overview of recent crime events.

Commissioner Lindsay thanked Melissa Ross of the Sheriff's Office for the new format of the Sheriff's Office Monthly update. Very good information.

Commissioner Doherty asked about the Sheriff's Office Boardman location. He wanted to know how much use there is of the building and if we need to take that need into consideration when making plans for a new building in the north part of the county. Mr. Nelson and Ms. Wolff provided some information about the building. All agreed this is something that should be discussed with the Sheriff's Office.

Commissioner Reports

Commissioner Russell said he thought the Road Department did a good job clearing the roads around Boardman.

Commissioner Russell asked Commissioner Lindsay if she has received the information she requested earlier regarding how many vehicles are assigned to each department. She said she has not received it yet. Commissioner Russell requested a copy of the report when it is received.

Commissioner Doherty commended the Road Department for their work clearing roads, including the Public Works Director jumping into a grader.

Commissioner Doherty said Kudos to Roberta Lutchter, Board Executive Assistant on putting together the Christmas card and getting it sent out.

Commissioner Lindsay reported that there was an emergency meeting of the LPSCC Committee in order to provide a budget recommendation.

Adjourned: 9:30 a.m.



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

(For BOC Use)
Item #
40

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

Staff Contact: Ann Jones

Phone Number (Ext): 541-676-9474

Department: Fair

Requested Agenda Date: 1-10-18

Short Title of Agenda Item: **Fair Board Reappointment Request**

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Ann Jones 1/2/18 DATE Department Head

Required for all BOC meetings

Patricia D. Smith 1/8/18 DATE Admin. Officer/BOC Office

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Pat Tolars' term ended on Dec. 31, 2017. Pat has expressed his interest in continuing as fair board member.

2. FISCAL IMPACT:

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

It would be our suggestion to renew Pat Tolar as a fair board member with term dates of January 1, 2018 ending December 31, 2021

☒ Attach additional background documentation as needed.



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

Item #

4d

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

Staff Contact: Carla McLane

Phone Number (Ext): 5505

Department: Planning

Requested Agenda Date: 01/10/2018

Short Title of Agenda Item: **Planning Commissioners' Appointment**

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Carla McLane 1/8/18 Department Head

Required for all BOC meetings

Samuel J. [Signature] 1/8/18 Admin. Officer/BOC Office

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Planning Commission has one unfilled position for Boardman, as of 12/31/2017.

Recruitment efforts have included advertising via multiple news outlets, as well as letters to individuals who previously indicated interest in serving on the Planning Commission. These efforts have now yielded two letters of interest for the Boardman position.

These candidates are Michelle Seeley and Jacob Cain. Their interest letter and e-mail are attached.

2. FISCAL IMPACT:

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

As your Planning Director I recommend the motion, "I move to approve appointment of Michelle Seeley/Jacob Cain to Position 9 on the Planning Commission, to serve 1/1/2018-12/31/2021."

☒ Attach additional background documentation as needed.

Morrow County Planning Department
Carla McLane
PO Box 40
205 Third Street NE
Irrigon, OR 97844
(541) 922-4624

December 18, 2017

Carla McLane,

I am writing to express my interest in the vacated Morrow County Planning Commission seat. I have lived in Boardman since 1994. I currently am employed at the City of Boardman. My position allows me to work closely with the city's planning department and I am also the acting recorder for the City of Boardman's planning commission. I worked for Mid-Columbia Title Company for a number of years as a title examiner assistant, and am familiar with Morrow County's geography as a whole. I'm an active volunteer in the Boardman community as well. I am interested in the future planning of Morrow County and would appreciate your consideration of allowing me to serve on the commission.

Thank you,



Michelle Seeley
Ph: (541) 541-5038
michelle@cityofboardman.com

From: Jacob Cain <jacobc@portofmorrow.com>
Sent: Friday, January 5, 2018 2:45 PM
Subject: RE: Planning Commission Position
To: Carla McLane <cmclane@co.morrow.or.us>

Carla, I apologize for my belated response. I have been fighting email issues.

Here is my letter of intent. I'd be happy to serve on the commission if you are having trouble finding anyone. I currently serve on the Boardman planning commission and am curious if serving on both is an issue? Anyways, let me know if you need anything else. Thanks!

From: Carla McLane [<mailto:cmclane@co.morrow.or.us>]
Sent: Wednesday, January 3, 2018 3:45 PM
To: Jacob Cain <JacobC@portofmorrow.com>
Subject: RE: Planning Commission Position

Jacob,

Are you still interested? If so get me a letter in the next day or so. Doesn't need to be lengthy or involved, just a quick line or to indicating your interest. My intent is to work with the Board of Commissioner's to appoint next week.

Thanks,

Carla

From: Jacob Cain [<mailto:JacobC@portofmorrow.com>]
Sent: Friday, December 15, 2017 8:15 AM
To: Carla McLane <cmclane@co.morrow.or.us>
Subject: Planning Commission Position

Carla, Have you guys had any applications for the planning commission vacancy? I just came across the advertisement that states a deadline of the 8th. Are you still taking letters of interest? If so I would be interested. Let me know.

Have a great weekend!

Jacob K. Cain, PE



Project Engineer
PH: (541) 481-7678
Cell: (541) 571-5148
JacobC@porofmorrow.com



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

Item #

4e

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

Staff Contact: Anita Pranger
Department: Public Transportation
Short Title of Agenda Item:

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

Requested Agenda Date: Jan. 10, 2018

Purchase Pre Authorization - The Loop, ADA Van

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Creative Bus Sales

Contractor/Entity Address: 7197 S. Tull Road, Canby Or 97013

Effective Dates – From:

Through:

Total Contract Amount: \$45,377.00

Budget Line: 504-504-5204405 and 225-320-546

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

225-3205-40-4407

Reviewed By:

Anita Pranger

January 3, 2018

Department Head

Required for all BOC meetings

DATE

[Signature] 1/8/2018

DATE

Admin. Officer/BOC Office

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

[Signature] 1/3/18

DATE

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

DATE

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is for a new 2018 Dodge Grand Caravan with a Braun Entervan ramp. This ADA accessible van will be purchased with a 5310 Discretionary grant. The process that has been gone through to select this van was done as per State regulations. Christine West from ODOT Rail and Public Transit signed off on the RFQ, the Vehicle Price Comparison Form, and the Purchase Order. She is also the one that ordered this vehicle.

2. FISCAL IMPACT:

The purchase of this vehicle full fills a grant from the State that has to be spent by June 30, 2018.

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

Move to sign the pre-purchase authorization for one 2018 Dodge Grand Caravan with a Braun Entervan ramp in the amount of \$45,377.00.

☒ Attach additional background documentation as needed.

ODOT PUBLIC TRANSIT VEHICLE PURCHASE				
Agency Name: The Loop Morrow County Transportation			Contact Person: Anita Pranger	
Grant Agreement No. 31435		Date: 01/03/2018	Phone No. 541-676-5667	
STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION				
Vehicle Useful Life Category: Cat E	No. of Vehicles To Be Purchased: 1		No. of Regular Seats: 5	No. of ADA Stations: 1
Required Specifications:	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)	
Additional Preferred Options:	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)	
PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):				
Requested Quotes	Vendor: Creative Bus Sales	Vendor: Western Bus Sales	Schetky Northwest Sales	Vendor:
Vehicle Make/Model Proposed:	2018 Dodge Grand Caravan w/ Braun Entervan	No Bid letter	No Correspondence	
Vehicle Base Price:	\$40,774			
Cost of Required Specifications:	\$4,253			
Total Vehicle Cost With All Required Specifications:	\$45,027	\$0	\$0	\$0
Cost of Additional Preferred Options (if any - enter zero if none):	\$350			
Total Vehicle Cost With Required Specifications and Preferred Options:	\$45,377	\$0	\$0	\$0
Lowest Cost Vehicle Selected:	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected
Comments:				
AGENCY SIGNATURE (Required):				
Agency Representative (enter printed name and title below)			Phone No. / E-mail address (enter below)	
Anita Pranger, Transportation Coordinator			541-676-LOOP(5667) apranger@co.morrow.or.us	
Signature of Agency Representative: <i>Anita Pranger</i>			Date of Signature: <i>Jan 3, 2018</i>	

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- ☐ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: 12/29/2017 by 4:00 pm _____
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase

VENDOR (Business Name): Creative Bus Sales

Vendor Contact Person: Kimberly Stanchfield Phone: 844-993-5989 x 327

Email: Kimberly.Stanchfield@Creativebussales.com Alt Phone: 503-709-9665

☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: Morrow County Transportation Date: 12/01/2017

Contact Person: Anita Pranger Phone: 541-676-5667

Email Address: apranger@co.morrow.or.us Fax: _____

Agency Address: P.O. Box 495, Heppner, OR 97836

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): **Oregon State Price Agreement** / Other No. of Vehicles Required: 1

PTD Vehicle Category (Check): (Please see PTD Vehicle Descriptions and Useful Life Standards)

☐ Cat A ☐ Cat B ☐ Cat C ☐ Cat D ☒ Cat E

Length (can be range): _____ Regular Seats: 5 ADA Stations/Tiedowns: 1

Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane


☐ High Floor ☒ Low Floor Other Comment: Side Entry With Ramp

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION	VEHICLE BASE PRICE
<i>This Section to be completed by Vendor</i>	
Vehicle Make/Model: 2018 Braun Entervan on Dodge Grand Caravan Chassis	Enter base price from State Price Agreement below \$40,774
Length: 17'	
Fuel Type: Gasoline	
Floor: <input type="checkbox"/> High Floor <input checked="" type="checkbox"/> Low Floor Other:	
No. of Regular Passenger Seats: 5	
No. of ADA Stations w/Tiedowns Desired: 1	
Other Special Note:	

B. VEHICLE REQUIRED SPECIFICATIONS

<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE
<i>Requesting Agency's Required Specifications Description</i>	<i>Vendor Suggestions (related to vehicle specs)</i>
Meet or exceed buy America content	Yes
4.6 liter V-8 gasoline engine, Electronic automatic transmission with overdrive or equivalent	3.6 V6 Provided
Anti-skid stability/traction control suspension system	Yes
Passenger side access power activated entry door	Yes
External color standard white	Yes
17" steel wheels w/center cap all-season radial tires	Yes
Four wheel power assisted, heavy duty anti-lock disc brakes	Yes
Cruise control, tilt steering wheel	Yes
Power door locks, power mirrors, power windows	Yes
Backup camera w/ in dash screen	Yes
AM/FM/CD stereo, clock, antenna, w/ USB ports	Yes
Front and rear AC, heat, defrost w/ air cool/heat distribution	Yes


Power and manual control extended wheelchair ramp right side of vehicle. Regular and extended length options; retractable under vehicle floor with anti-slip flooring surface; higher side walls to prevent power scooters from jumping off ramp.	52" power ramp with swing feature Underfloor not available
1000 lb wheelchair ramp capacity.	800# provided
Rust inhibitor or undercoat full vehicle	Yes
Stainless steel sub-flooring or equivalent	Aluminized steel provided
Anti-slip flooring in entire vehicle	Yes
Front wiper low, high, intermittent speed w/spray	Yes
Rear window wiper/washer; low, high w/spray; power defroster	Yes
Ramp lighting	Yes
High capacity gasoline tank	Yes
Heated, electrically controlled exterior mirrors	Yes
Removable front passenger seat installed	Yes
Mid row ADA Universal wheelchair restraint track system integrated into floor. Horizontal mounted	Yes
QRT Deluxe or equivalent wheelchair securements	Yes
ADA interlock	Yes
Rear ambulatory 2 or more passenger bench seat	Yes
Front mud flaps and rear mud flaps	Yes
Tire chains	Yes
Flashlight (rechargeable) – mounted within reach of driver	Yes
Mounted storage bags for securements	OEM Box provided in rear of van 
Seat belt cutter – Mounted within reach of driver	Yes

FAK, Fire Ext, BBP Kit mounted

Yes



Triangle reflector kit – secured to the floor	Yes
Wheelchair door ajar light	Yes
Two (2) 12 inch seat belt extenders	(2) OM 8" provided
Four (4) scooter tie-down loops	Yes
Q-Straint tiedowns, QRT retractable Q8100 model – 2	Yes
The Loop Morrow County Transportation graphics installed by dealer before delivery	
17" steel rims with studded snow tires mounted and balanced	Yes
4-single retractors, 1 manual lap belt, 1 manual shoulder belt for mobility device securement	Yes
5 year/60,000 miles engine/transmission powertrain warranty	OEM 3 year / 36k engine / 5 year / 100K transmission powertrain warranty provided
Standard OEM heavy duty suspension, springs, and shocks	Yes
Deluxe driver seat 4 way power adjustable bucket seat. Adjust up/down, back/forward seat has to adjust for all size drivers.	8-Way power seat provided
Access door minimum height 60" or higher	56" – meets ADA requirements
List or attach warranty coverage	See attached

Full service spare tire mounted and balanced on matching rim.	Yes –mounted under van in rear 		
Rear tow hooks	N/A		
Meets all applicable ADA and FMVSS requirements: include FMV SS Certification	Yes		
Must guarantee delivery to Heppner Oregon on or before June 20, 2018	Yes		
Medium, window tint on rear passenger and back hatch windows	Yes		
Automatic night time lights	Yes		
Subtotal Cost of Required Options:	\$4253		
Total Vehicle Cost With All Required Options:	\$45.027		
C. VEHICLE PREFERRED OPTIONS			
Requesting Agency's Preferred Options Description			
	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
Backup alarm beeps outside of vehicle	Yes		
4 Keys and/or fobs separated into 4 complete sets	No	\$200	
OEM Chassis shop manual	No	N/A	
Fog/driving lights, daytime running lights	Yes		
LED interior lighting	Yes	\$150	Over side sliding door openings
Subtotal Cost of Preferred Options:		\$350	

Vendor's Signature:

Kimberly Stagg

Date Sent: 12/27/17

Commercial Side-Entry



Commercial Vehicles

The BraunAbility Commercial Side-Entry conversion is the culmination of over forty years experience in building personal mobility products. Style, performance, convenience and safety have been aesthetically blended to achieve a new level of refinement in a wheelchair-accessible minivan.

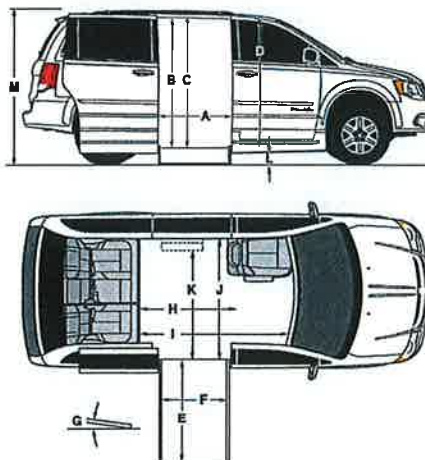
The most striking feature is its handsomely finished automotive look. Both the passenger side and the driver side sliding doors have been lowered to match the low floor level with no sill or other obstructions to step over. This standard feature also allows for a better wheelchair turning radius, making it easier to maneuver while inside the vehicle. The conversion comes standard with a removable front driver and passenger seat, and a wheelchair securement position in the front passenger area.

Safety has always been a top priority at BraunAbility. The Commercial Side-Entry conversion has been crash tested and certified to meet or exceed all applicable requirements of the Federal Motor Vehicle Safety Standards (FMVSS) and is backed by our three-year limited warranty.



Commercial Side-Entry

- Dodge Grand Caravan Chassis
- ADA, FMVSS and CMVSS Compliant
- Meets/exceeds Altoona test requirements
- CARB approved
- 6-passenger vehicle (with optional 2-passenger Fold-A-Way Seat)
- Lowered floor from firewall to rear axle
- 61" floor-to-ceiling at center of van*
- Manual swing ramp providing 30" usable width
- Multiple wheelchair securement locations
- One belt system for wheelchair securement
- Manual driver and passenger side sliding door providing 56-1/4" vertical opening (ADA compliant), passenger door provides 31-1/2" in width
- Step-and-Roll front seats
- Roll and Tumble third row seating
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- Stylized lower body panels with integrated steps
- Vinyl flooring with 3/8" marine grade plywood underlayment
- ADA-compliant interlock
- ADA-compliant ramp and door entrance lighting
- Priority seat decal
- Wheelchair securement location decals
- 3-passenger bench seat at rear with folding footrest
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 20 gallon OEM fuel tank



All dimensions are for reference only.

Door Opening Usable Width (Slide Door)	A	31-1/2"
Door Opening Usable Height (Slide Door)	B	56-1/4"
Interior Height at Center of Van*	C	61"
Interior Height at Driver and Passenger Position*	D	60"
Ramp Length	E	52"
Ramp Width (Usable Clear Opening)	F	30"
Ramp Angle (Unloaded)	G	12.5°
Interior Floor Length (Behind Front Seats)	H	57"
Overall Interior Floor Length (Flat Area)	I	87-1/2"
Interior Width at B-Pillars	J	62"
Width - Ramp to Optional 2-Pass. Seat (Folded)	K	49-3/4"
* Ground Clearance (Unloaded) - * Loaded @ 1200 lbs	L	1 6-1/4" - 1 5"
Overall Vehicle Height (Unloaded)	M	74"

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* Deduct 3" off of Interior Height for Applications with Overhead DVD/Rear Heat & AC/Rail System

All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication. The Braun Corporation reserves the right to make changes at any time without notice. © 2014 The Braun Corporation 30462



631 West 11th Street • Winamac, IN 46996
(574) 946-6153 • 1-800-THE-LIFT
www.braunability.com/commercial

AUTHORIZED DEALER

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

☐ **Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)

☒ **Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:


- Meeting required specifications (Pass/Fail)
- Vehicle provides all Preferred Options (10 Points)
- Warranty & repair locations and service average response time. Please address for chassis, engine, body conversion, air conditioning & wheelchair lift (25 points)
- Lowest pricing with both required & preferred options (15 points)

P.O.

NAME OF ORDERING AGENCY	PO DATE January 3, 2018	DELIVERY DATE June 1, 2018	VENDOR CONTRACT NUMBER 4757
VENDOR NAME AND ADDRESS Creative Bus Sales 7197 S Tull Road Canby OR 97013		BILL TO NAME AND ADDRESS The Loop Morrow Co Transportation P.O. Box 495 Heppner, OR 97836	
VENDOR CONTACT PERSON NAME AND PHONE Kimberly Stanchfield, (503) 266-0195, Cell (503) 709-9665		AGENCY CONTACT PERSON NAME AND PHONE Anita Pranger 541-676-LOOP(5667)	
SHIP TO The Loop Morrow County Transportation Heppner, OR 97836		ODOT/PTD GRANT AGREEMENT NUMBER 31435	
		TERMS 30	
		COMMENT	

[illegible]

This purchase is submitted pursuant to State of Oregon Solicitation No. **102-2041-14** and Price Agreement No. **0**. The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied. Visit the ODOT-RPTD Web site, www.oregon.gov/odot/pt, to access ORPIN

AUTHORIZED AGENT PRINT NAME	AUTHORIZED AGENT SIGNATURE	SIGNATURE DATE
Anita Pranger	X 	Jan 3, 2018



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

(For BOC Use)
Item #
4f

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

Staff Contact: Kate Knop

Department: Finance

Short Title of Agenda Item: **Purchase pre-authorization request for time keeping accrual module.**

Phone Number (Ext): 5302

Requested Agenda Date: 1/10/2018

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount: **\$6,250**

Budget Line: **101-199-5-20-3818**

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

Reviewed By:

DATE

Department Head

Required for all BOC meetings

[Signature] **1/8/2018**
DATE

Admin. Officer/BOC Office

Required for all BOC meetings

DATE

County Counsel

*Required for all legal documents

[Signature] **1/5/18**
DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Novatime time-keeping software went live to Morrow County employees at the end of January, 2017. The software is enterprise based and uploads into the County's accounting software, Incode, to process payroll. One feature the Novatime software lacks is the ability to track sick and vacation accruals because it is tracked in the Incode accounting software. This inhibits the employee's ability to track accrued sick and vacation hours and the Supervisor's ability to authorize time-off.

The approved purchase pre-authorization would allow the Incode accounting software to create a time clock export module of the sick and vacation accrual data. This would improve the employee's ability to request earned time-off and the Supervisor's ability to approve it. This will also enable the Novatime time-keeping software to post approved time-off to the employee's time card in the payroll period it is used.

2. FISCAL IMPACT:

Increase general fund expenditures by \$6,250.

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

I recommend a motion to approve the purchase pre-authorization in the amount of \$6,250.

☐ Attach additional background documentation as needed.



Quoted By: Brett Womble
Quote Expiration: 5/19/2018
Quote Name: Morrow County-LGD-IPM-Time Clock Export
Quote Number: 2017-40151
Quote Description: Time Clock Export

Sales Quotation For

Ronda Fox
Morrow County
100 S Court St
Heppner, OR 97836-7303
Phone: +1 (541) 676-5615
Email: rfox@co.morrow.or.us

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode						
Time Clock Export Program	\$5,000	0	\$0	\$0	\$5,000	\$1,250
<i>Sub-Total:</i>	<i>\$5,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$5,000</i>	<i>\$1,250</i>
TOTAL:	\$5,000	0	\$0	\$0	\$5,000	\$1,250

Summary

Total Tyler Software
Total Tyler Services
Total Third Party Hardware, Software and Services
Summary Total
Contract Total

One Time Fees
\$5,000
\$0
\$0
\$5,000
\$6,250

Recurring Fees
\$1,250
\$0
\$0
\$1,250

Comments

The signee(s) certify that funds have been reserved and/or encumbered for the full amount of the items quoted above and will be remitted based on the terms below.

All terms and conditions and payment schedules of the Agreement remain in full force and effect.

Tyler will invoice Client for any License Fees listed above upon delivery of the software.

Any Maintenance Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance is waived. All payment terms are net thirty (30) days.



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

(For BOC Use)
Item #
5

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

Staff Contact: Richard Tovey

Phone Number (Ext): 5663

Department: County Counsel

Requested Agenda Date: 1/10/2018

Short Title of Agenda Item: **Final Hearing on Extension Service District**

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

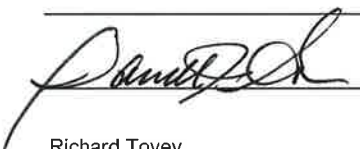
Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	DATE	Department Head	Required for all BOC meetings
	1/8/2018	Admin. Officer/BOC Office	Required for all BOC meetings
Richard Tovey	1/5/2018	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Final Hearing related to the formation of an Extension Service District to be known as the 4-H, Extension, & Agricultural Research Service District. This hearing is designated as the time for the Board to order the matter to be set for election. The question that will be put to the voters will be whether the district shall be formed and whether a permanent tax rate limit be imposed. The proposed order will order the election be held in May 2018. The order contains a description and map of Morrow County as well as a proposed Ballot Title. The order will order the OSU Extension Office to create a statement explaining the ballot measure for a voters' pamphlet.

2. FISCAL IMPACT:

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

Sign the order

Do not sign the order and request further information

☒ Attach additional background documentation as needed.

BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY

IN THE MATTER OF AN ELECTION)	
FOR FORMATION OF AN)	Order No. OR-2018-2
EXTENSION SERVICE DISTRICT)	
FOR MORROW COUNTY, OREGON)	ORDER FOR ELECTION

NOW ON THIS DAY, the above-entitled matter having come before the Board for a final hearing on the formation of a Morrow County Extension Service District to be known as the Morrow County 4-H, Extension, & Agricultural Research Service District, said day being one duly set in term for the transaction of public business and a majority of the Board being present; and

IT APPEARING TO THE BOARD: that ORS 198.815(1) requires the Board to submit to the electors the question of forming the Morrow County 4-H, Extension, & Agricultural Research Service District and adopting a permanent tax rate limit for operating taxes; and

IT FURTHER APPEARING TO THE BOARD: That the boundaries of the proposed Morrow County 4-H, Extension, & Agricultural Research Service District include all territory within Morrow County including the territories of Boardman, Ione, Irrigon, Lexington, and Heppner;

NOW THEREFORE IT IS HEREBY ORDERED: That an election is called for the May 2018 election to submit to the voters the single question of forming the Morrow County 4-H, Extension, & Agricultural Research Service District with a permanent tax rate limit of \$0.33 cents per \$1000 of assessed valuation for operating purposes; and

IT IS HEREBY FURTHER ORDERED: That the Morrow County Clerk will conduct the election. The precincts for this election will include all the territory within the proposed boundaries for the district. The legal description of the boundaries of the 4-H, Extension, &

1 –EXTENSION SERVICE DISTRICT ORDER FOR ELECTION

Agricultural Research Service District is approved and attached as Exhibit A to this Order. As required by ORS 198.815(3), the Clerk is ordered to include with the ballot for the election a map or other description of the boundaries for the proposed district using streets or other generally recognized features, and a statement of the permanent rate proposed for the district in a manner compliant with the requirements of ORS 250.035, as supplied by the Board in attachments to this Order; and

IT IS HEREBY FURTHER ORDERED: That the ballot title for this measure reads as set forth in Exhibit B to this Order; and

IT IS HEREBY FURTHER ORDERED: That the OSU Extension Office is directed to submit to the Board for the Board's review and approval an impartial, simple and understandable statement explaining the measure and its effect for the voters' pamphlet; and

IT IS HEREBY FURTHER ORDERED: That the Morrow County Administrator's office will cause to be filed this Order, and the ballot title and explanatory statement, with the County Clerk prior to the deadlines set by state and county law.

DATED this 10th day of January, 2018.

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

ATTEST

County Clerk

Don Russell, Chair

APPROVED AS TO FORM

County Counsel

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

EXHIBIT A

BOUNDARY DESCRIPTION

MORROW COUNTY

ORS 201.250 Morrow County.

The boundary of Morrow County is as follows: Beginning at a point on the boundary of the state due north from the half-township line running north and south through the center of township 5 north, range 27 east of the Willamette Meridian; thence running due south to and on such line to the north boundary line of township 1 north, range 27; thence due east on the township line to its intersection with the range line between ranges 28 and 29 east of the Willamette Meridian; thence due south on such range line to the base line; thence due east on the base line to its intersection with the range line between ranges 29 and 30 east of the Willamette Meridian; thence due south on such range line to the southeast corner of township 6 south, range 29 east of the Willamette Meridian; thence due west on the township line to its intersection with the range line between ranges 24 and 25 east of the Willamette Meridian; thence due north on such range line to its intersection with the township line between townships 4 and 5 south; thence due west on the township line to its intersection with the range line between ranges 23 and 24 east of the Willamette Meridian; thence due north on the range line to its intersection with the township line between townships 3 and 4 south; thence due west on the township line to its intersection with the range line between ranges 22 and 23 east of the Willamette Meridian; thence due north on the range line and the projection thereof to the boundary of the state; thence easterly along the boundary of the state to the place of beginning. [Amended by 1967 c.421 §192]

Morrow County Voting Precincts

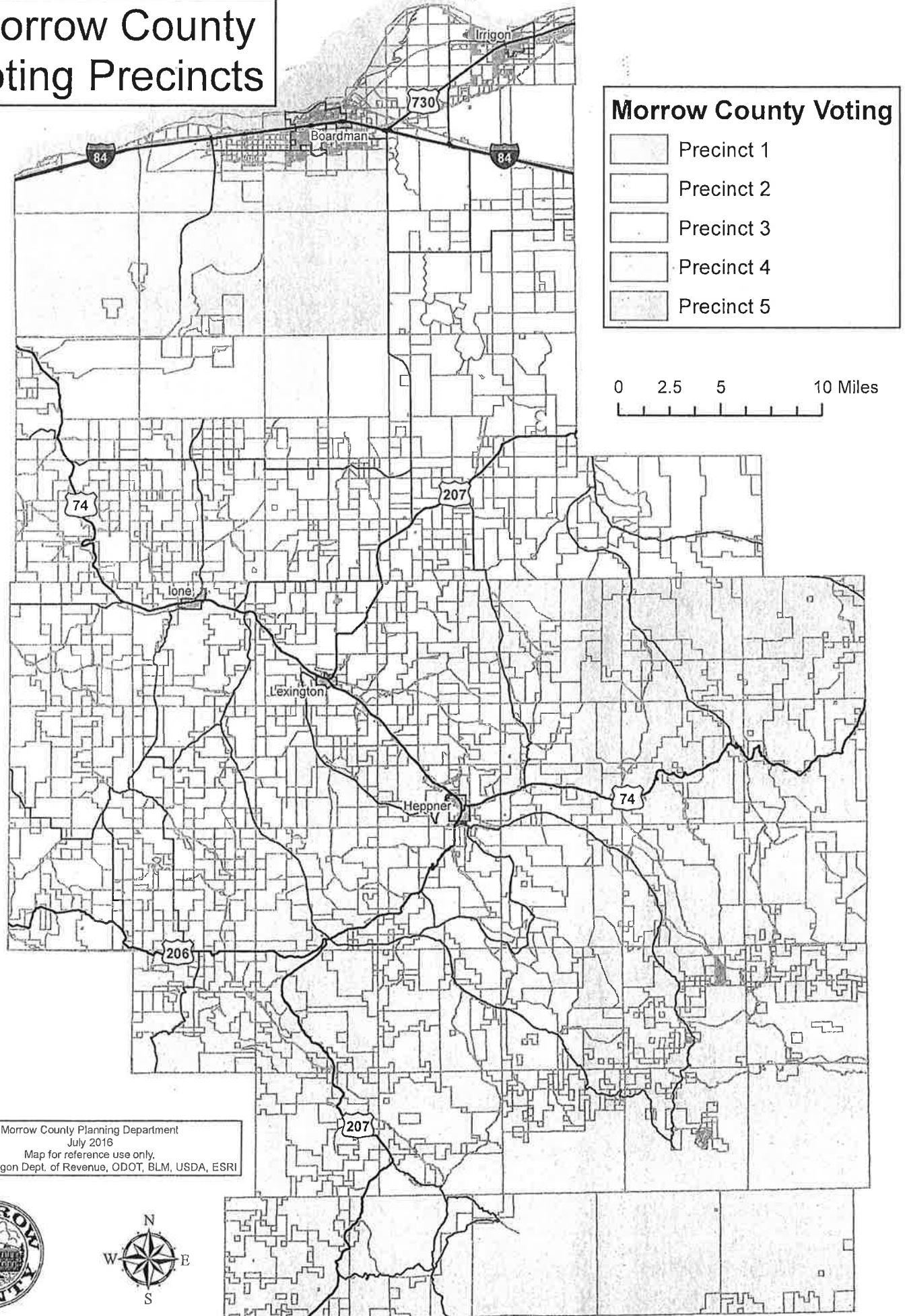


EXHIBIT B

May 2018 election

Caption: Establish Extension Service District and Permanent tax rate limit

Question: Shall District be formed with a permanent tax rate limit of \$0.33 per \$1,000 assessed value, beginning July 1, 2018?

Summary: County would establish the Morrow County 4-H, Extension and Agricultural Research Service District (“District”) encompassing all of Morrow County. The District’s purpose would be to serve urban, rural residents and agricultural operations, through:

- Community volunteers - 4-H Club, After-School, Summer Programs, Master Gardener, Family Nutrition, Woodland Manager;
- Applied research for farmers, ranchers, forest owners, and vineyardist to solve disease, insect, production, conservation challenges;
- Community food systems, small farm development – food supply, safety, nutrition, local markets, agritourism;

Declining federal and state funding to counties has resulted in cuts to local programs, including Extension. A maximum rate of \$0.33 per \$1,000 assessed value would fund the District. This rate could not be increased and revenues could only be used to fund Extension programming. The owner of a home assessed at \$125,000 would pay a maximum of \$41 per year.

The Board of County Commissioners would govern the District, advised by an independent citizen committee. An annual audit would be available to the public.



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

(For BOC Use)
Item #

60a

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

Staff Contact: Greg Close/Kirsti Cason

Phone Number (Ext): 541-989-9500 (5706)

Department: Parks

Requested Agenda Date: 1/10/2018

Short Title of Agenda Item: **Cutsforth Park - Vault Restroom Purchase**

per conversation with
Greg and Matt's email

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **CXT Incorporated**

Contractor/Entity Address: **3808 N. Sullivan Rd. Bldg. #7, Spokane, Washington 99216**

Effective Dates – From: **December 2017**



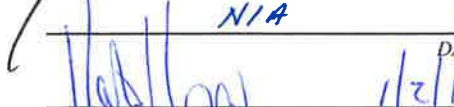
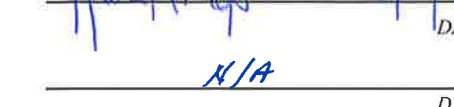

Through: **February 2018**

Total Contract Amount: **\$40,475**

Budget Line: **238200-540-4108**

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

Reviewed By:

 1-2-18 Department Head
DATE
 1/2/18 Admin. Officer/BOC Office
DATE
 N/A County Counsel
DATE
 1/2/18 Finance Office
DATE
 N/A Human Resources
DATE

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Time sensitive due to being a grant funded project & park opening.

County Opportunity Grant Program 17-005 - MC Court Resolution #R-2014-14

Grant Award: \$63,881

Grant Funds: \$47,835

County Match: \$16,046

Grant funds are for purchase and delivery of CXT dual vault restroom with storage area.

County Match is ground preparation, equipment, permits and labor.

Quote 1:ROMTEC: \$40,228

- Dual Vault with Storage & Covered Front Porch (porch value approx. \$4,500)
- materials (interior & exterior) for structure & delivery
- County supplies ground prep, fastener (nails, staples, screws etc.)labor to construct, finish

Quote 2: CXT: \$64,648 w/ Covered Front Porch CXT: \$40,745 w/o Covered Front Porch

Dual Vault with Storage & Covered Front Porch (porch value approx. \$23,500)

- materials (interior & exterior), lighting package, structure set up, delivery
- County supplies ground prep and side walk around structure

Quote 3: Public Restroom Company

- contacted via phone sent email quote pending -- but noted that construction completion April/May time frame.

Quote 4:Parks & Restroom Structures Inc.

- attempted contact by phone/on-line for quote request no reply as phone lines disconnected

2. FISCAL IMPACT:

Substantial - project was budgeted for within the capital outlay improvements for Cutsforth Park

Total project cost estimate: \$63,881

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

Request motion to approve purchase pre-authorization request from the Parks Department to purchase dual vault restroom unit with out front porch from CXT Incorporated (Quote 2 - \$40,745).

☒ Attach additional background documentation as needed.

CUTSFORTH PARK REHABILITATION/DEVELOPMENT

DESCRIPTION - Work Elements	CONTRACT	LABOR	MATERIALS/MISC.	EQUIPMENT	TOTAL COST
Cutsforth Co-Op Grant Expenditure Break Down -- Grant \$ and Match \$					
300 cu. Yrds. 6" Base Rock @ \$9.00 per yd			2,700.00		2,700.00
400 cu. Yrds. 3/4" Gravel @ \$9.25 per yd			3,700.00		3,700.00
Equipment - Roller - 10 Hrs (\$32.08 Hr)				320.80	320.80
Equipment - Loader - 10 Hrs (\$43.63 Hr)				436.30	436.30
Equipment - Truck - 20 Hrs (\$59.93 Hr)				1,198.60	1,198.60
Equipment - Water Truck - 10 Hrs (\$52.23 Hr)				522.30	522.30
Equipment - Backhoe - 10 Hrs (\$23.00 Hr)				230.00	230.00
Equipment - Trackhoe - 10 Hrs (\$24.50 Hr)				245.00	245.00
Equipment - Skidsteer - 10 Hrs (\$32.00 Hr)				320.00	320.00
Equipment - Mini Excvtr - 20 Hrs (\$19.00 Hr)				380.00	380.00
Equipment - Plate Compactor - 10 Hrs (\$18.46 Hr)				184.60	184.60
Operator/s - Equipment/Labor - 200 Hrs (\$24.04 Hr)		4,808.00			4,808.00
Permits (Building, DEQ, Zoning, Ect.)			1,000.00		1,000.00
Dual Vault restroom - (CXT Rocky Mountain)	47,835.00				47,835.00
TOTAL	47,835.00	4,808.00	7,400.00	3,837.60	63,880.60

CUTSFORTH PARK REHABILITATION/DEVELOPMENT

DESCRIPTION - Work Elements	CONTRACT	LABOR	MATERIALS/MISC.	EQUIPMENT	TOTAL COST
Cutsforth Co-Op Grant Expenditure Break Down -- Grant \$ and Match \$					
GRANT TOTALS	47,835.00	0.00	0.00	0.00	47,835.00
COUNTY MATCH TOTALS	0.00	4,808.00	7,400.00	3,837.60	16,045.60
TOTAL	47,835.00	4,808.00	7,400.00	3,837.60	63,880.60

Total Grant Funds	\$47,835.00
Total County Match	\$16,045.60
Total Project Cost	\$63,880.60

25.118%

KEY:

** COST AT TIME OF GRANT

COUNTY MATCH	GRANT FUNDS	TOTAL PROJECT
--------------	-------------	---------------



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.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre-approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Greg Close/Kirsti Cason Phone Number (Ext): 5419899500 (5706

Department: Parks Date: _____

Purchase Amount: \$41,000 Budget Line: 238200-540-4108


Is the purchase a "public improvement?" ☐ No ☒ Yes, Address ORS 279C

Does the purchase amount exceed \$10,000? ☐ No ☒ Yes, See Page 2

Description:

State funded County Opportunity Grant (COG 17-005) project available through Oregon Parks and Recreation Department. County to prep ground area for structure as match, purchase CXT dual vault restroom with storage for upper campground area at Cutsforth Park.


Finance Director signature

 1-2-18
Department signature

Board of Commissioners

Date

Original or copies of signed contract should be sent to the following:

- ☒ Finance Department (Signed Original) ☒ Department (Copy for file)
☒ BOC Office (Copy for file)

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

Note: 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:

ROMTEC: \$40,227.20 w/ Covered Front Porch

Dual Vault with Storage & Covered Front Porch (porch value approx. \$4,500)

- materials (interior & exterior) for structure & delivery
- County supplies ground prep, fastener (nails, staples, screws etc.) labor to construct, finish

Quote/Proposal 2:

CXT: \$64,647.38 w/ Covered Front Porch **CXT:** \$40,744.13 w/o Covered Front Porch

Dual Vault with Storage & Covered Front Porch (porch value approx. \$23,500)

- materials (interior & exterior), lighting package, structure set up, delivery
- County supplies ground prep and side walk around structure

Quote/Proposal 3:

Public Restroom Company - contacted via phone sent email quote pending -- but noted that construction completion April/May time frame.

Parks & Restroom Structures Inc. - attempted contact by phone/on-line for quote request no reply as phone lines disconnected

*Attach documentation as needed

(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:

Based off of information from each company and security/privacy and pricing it is our recommendation that the **CXT Unit with out the covered front porch** be purchased. As this is within the budget range of County Opportunity Grant (COG 17-005).

while it would be nice to have the covered area on the CXT unit it is out of the price range.

ROMTEC: supplies structure materials only, and County must still construct and furnish many items to complete the job.

Public Restroom Company: Competitive unit the design with ventilation in the flooring is a cause for concern due to rodents and public privacy. Construction time out of our project range

Parks & Restroom Structures Inc. - very similar to CXT units but no response was received from them

COG 17-005

CUTSFORTH PARK REHABILITATION/DEVELOPMENT

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Total Grant Funds \$47,835.00
 Total County Match \$16,045.60
 Total Project Cost \$63,880.60

25.118%

KEY:

** COST AT TIME OF GRANT

COUNTY MATCH GRANT FUNDS TOTAL PROJECT



18240 North Bank Road
Roseburg, OR 97470
P: (541)496-3541
F: (541)496-0803
service@romtec.com



Date	Proposal #
12/22/17	

**BuyBoard Proposal - Contract 512-16
Cutsforth Park**

Company: Morrow County Public Works
Contact: Kirsti Cason
Address: PO Box 428
Lexington, OR 97839
Phone: 541-989-9500
Fax:
Email: kcason@co.morrow.or.us

TERMS: Materials payment due net 30-days from date of shipment per facility. This proposal is subject to the terms and conditions listed on the BuyBoard contract.

Model #	Description	Quantity	Unit Price	Extended Price
---------	-------------	----------	------------	----------------

1017	SST Aspen Compact Double Waterless Restroom w/ Storage1		\$36,522.04	\$36,522.04
------	---	--	-------------	-------------

See attached Romtec Scope of Supply dated: 12/21/2017

SUBTOTAL	\$36,522.04
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BuyBoard DISCOUNT: Available only to members of the BuyBoard Cooperative Purchasing Network.

-\$3,035.84

Design Services

\$3,366.00

Shipping and handling from Roseburg, OR to:	Heppner	OR	\$3,375.00
---	---------	----	------------

TOTAL	\$40,227.20
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DESIGN SERVICES INCLUDES AN INITIAL UNSEALED PLAN SET ON 11" X 17" FORMAT AND ONE SEALED REVISION IN RESPONSE TO COMMENTS. If any additional revisions, sealing or change in plan set size are requested or required, an additional Design Service will be charged.

* This proposal includes the design & engineering by Romtec to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

* All prices listed above are F.O.B. Roseburg, OR, freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec notice to proceed document

* This proposal is effective for 90 days from above date; thereafter all prices are subject to change without notice.

* Non-Agency orders must be placed on Romtec purchase order forms.

The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec, Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and notice to proceed. Additionally, the customer will complete the Customer & Project Information request as quickly as possible so that payment terms, and if applicable bonding requirements, can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted submittal approval and notice to proceed.

Romtec, Inc.

Signature: _____
Print: _____
Title: _____
Date: _____

Customer

Signature: _____
Print: _____
Title: _____
Date: _____

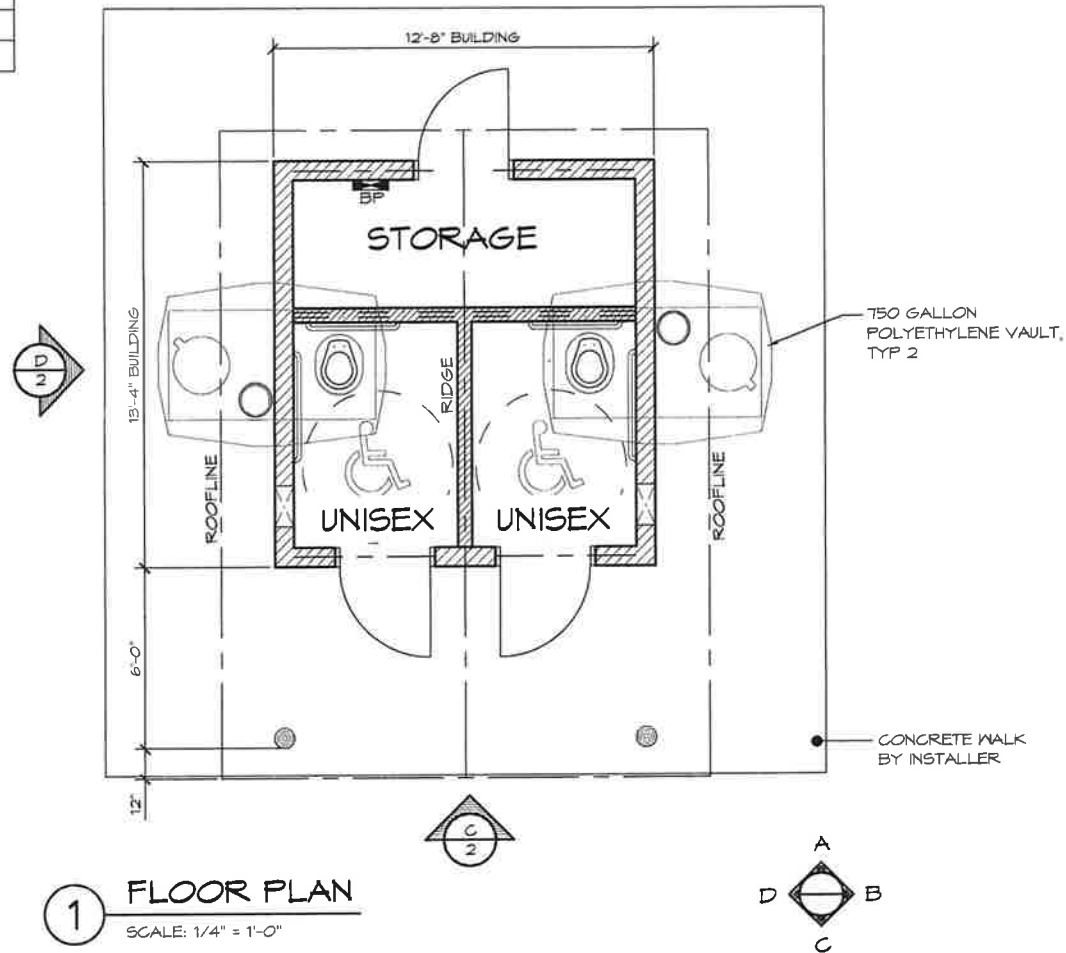


LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
---	GABLE WINDOW	2
==	2x6 WOOD FILLER WALL	2
	16" x 24" KICKPROOF WALL VENT	2
TP	TWO ROLL TP DISPENSER	2
	EXTERIOR WALL LIGHTS	3
	INTERIOR WALL LIGHTS	2
	INTERIOR CEILING LIGHTS	1

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

WALL TYPE SCHEDULE

- 6" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.
- 6" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
 (503) 666-3341 FAX (503) 666-3342

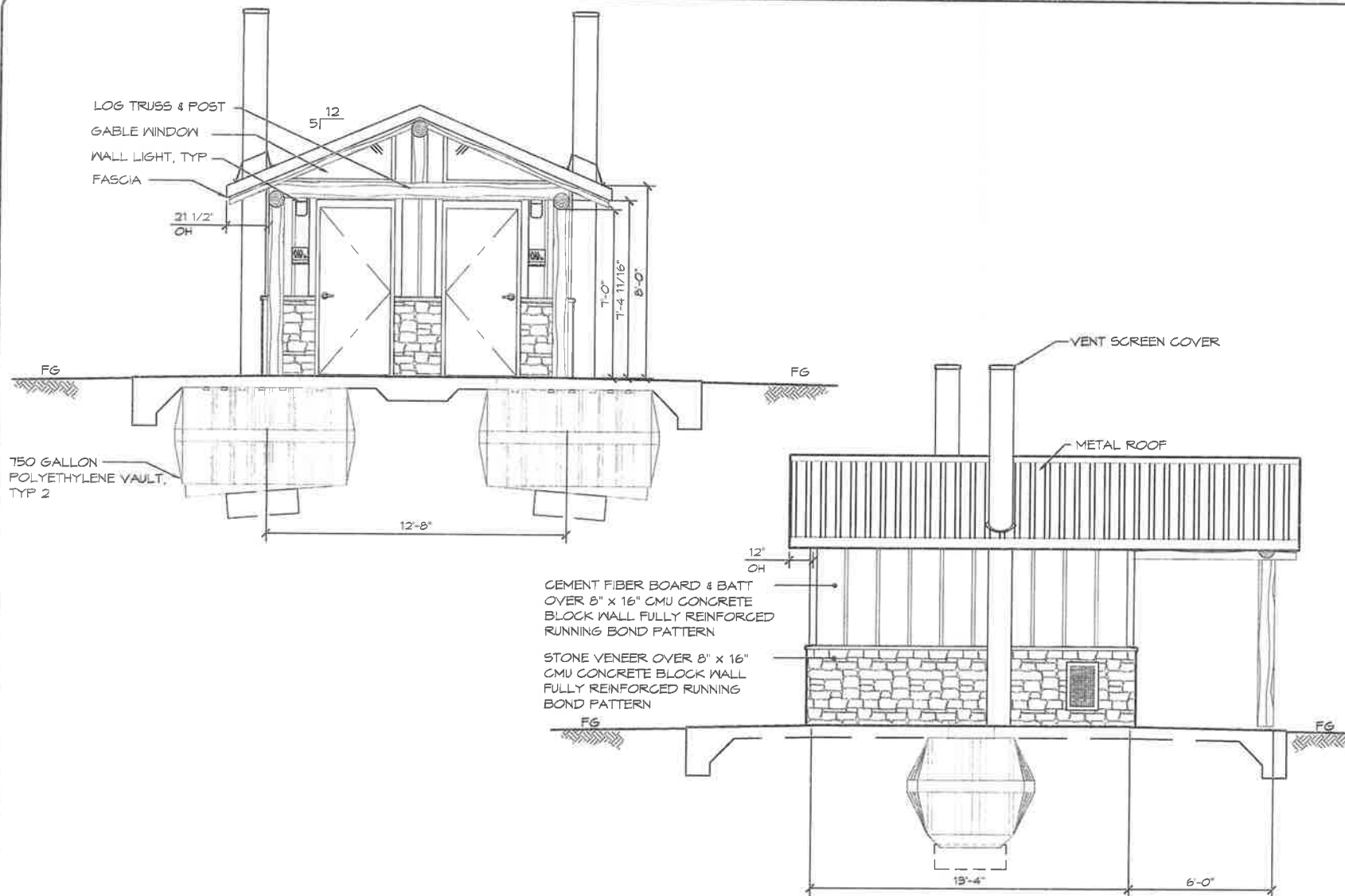
PRELIMINARY

PROJECT: 1017 SST ASPEN COMPACT DOUBLE WATERLESS RESTROOM IV STORAGE
 MORROW COUNTY PUBLIC WORKS
 CUTSFORTH PARK
 HEPPNER, OREGON

PROJECT: 803
 MODEL: 1017 M
 DATE: 12/22/2017
 REVISIONS:

TH

SHEET NO. 1



D ELEVATION VIEW

SCALE: 1/4" = 1'-0"

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
 (503) 685-5551 FAX (503) 686-0000

PRELIMINARY

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 DISTRIBUTED AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.

PROJECT: 1017 SST ASPEN COMPACT DOUBLE WATERLESS RESTROOM W/ STORAGE
 MORROW COUNTY PUBLIC WORKS
 CUTSFORTH PARK
 HEPPNER, OREGON

PROJECT: 803
 MODEL: 1017 M
 DATE: 12/22/2017
 REVISIONS
 DRAWN BY: TH

SHEET NO.

2

Kirsti Cason

From: Travis Olson <travis.olson@romtec.com>
Sent: Tuesday, December 19, 2017 4:00 PM
To: Kirsti Cason
Cc: 'Cody Dooley'
Subject: RE: Cutsforth Park Restroom - Romtec Follow Up
Attachments: 1017 Modified 12-19-17.pdf; Model 1017 - DESIGN CRITERIA OPTIONS 12-19-17.pdf

Kirsti,

Thank you for your time on the phone yesterday.

I have attached the marked up drawings and design criteria options for the model 1017 with the requested finishes (metal roofing, hardi board & batten siding with stone veneer, 6' log truss roof extension, and solar lighting package for interior and exterior) for your review. In Oregon, Romtec offers the "Design & Supply" of our package building kits delivered to the site to be "Installed by Others" OR complete "Turnkey" services. I have broken out my estimates below for your review.

Base Model 1017 SST Aspen Double with Storage:

- Design & Supply (Standard Model, no upgrades) – \$30K-\$35K
- Upgrade Options:
 - Metal Roofing – \$25 deduct
 - Hardi Board & Batten Siding (upper) – \$2,890 upgrade
 - Stone Veneer (lower) – \$3,660 upgrade
 - 6' Log Roof Extension – \$4,450 upgrade
 - 6 Light Solar Package – \$4,350 upgrade
- Design & Supply (with all upgrades) – \$45K-\$55K
- Installation by Romtec (with all upgrades) – \$70K-\$80K
- Turnkey Price (Design, Supply, & Installation) – \$115K-\$135K

Please review and let me know if you have any questions or changes you would like to make to the attached building to work for your project. Once I have a good understanding of what we are trying to accomplish with the double vault restroom building for your project along with your approved budget and timelines, I can get started on the design and provide you with a detailed proposal and quote.

Again, I appreciate the opportunity to work with you on this project and hope to earn your business! Please let me know how you would like to proceed.

Thank you,

Travis Olson

Sales Manager

Phone: 541.496.3541

Fax: 541.496.0803

Email: travis.olson@romtec.com

Web: Romtec.com

ROMTEC, Inc.

The Building You Want – The Price You Need

18240 North Bank Rd

Roseburg, Oregon 97470

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Romtec, Inc. is a complete design-build firm for public restrooms and parkitecture, such as concessions, pavilions, and kiosks. Romtec provides over 20 years of expertise in restroom design and construction.

State of Washington
Contract #00213

CXT Incorporated
3808 North Sullivan Road Bldg. #7
Spokane, WA 99216
Federal ID #91-1498605A

Double Rocky Mountain Toilet Building

Cost Work Sheet and Order Form

Complete One Form per Unit Ordered

Site name and Address (or closest cross street) Cutforth Park - 58430 Willow Creek Road

City (or closest town) Heppner, Oregon 97836

Contact Phone number: 541-989-9500 Fax: 541-989-8352 email address: mcparks@co.morrow.or.us

Accepted By: _____ Date: _____
(Signature Required)

Unit Price of Vault Toilet and Placement

Concrete vault toilet with privacy screen, simulated shake roof, rock finish (Napa, Flag Stone, or River Rock) horizontal lap or board and batt siding and ABS vault w/liner and includes crane to off-load. \$28,771.00	\$ 28,771.00
Concrete covered front porch addition. \$23,550.00	\$ 23,550.00
One-Way Transportation Cost, (between Spokane, WA and the site) \$4,108.00	\$ 4,108.00

Added Cost Options:

Installation Service (excavation, backfill, & compaction) \$2,964.00	\$ _____
Chase Option \$1,478.00	\$ 1,478.00
Ribbed Metal Roof Texture \$1,019.00	\$ 1,019.00
Marine Package \$6,370.00	\$ _____
R-19 Roof Insulation \$882.00	\$ 882.00
Room Wastebasket \$54.00 each	\$ _____
Hand Sanitizer \$35.00 each	\$ _____
Solar Fan Kit \$1,274.00	\$ _____
Conduit Junction Box (chase bldg only) \$204.00	\$ 204.00
Electric Light Package (chase bldg only) \$3,618.00	\$ 3,618.00
Paint Touch-up Kit – Single Color \$56.00	\$ _____
Paint Touch-up Kit – Two Tone Color \$62.00	\$ 62.00

Add: WA Management Fee in the amount of 1.50% of building cost,
not including shipping. **\$ 955.38**

Total Cost per Unit \$ 64,647.38

No Cost Options: Mark with "X": (Two Tone Color Combinations W = Walls / R = Roof).

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Rich Earth
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Western Wheat
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black	<input type="checkbox"/> Charcoal Grey

***Signage:**

☐ Men
☐ Women
☒ Unisex
☒ Accessible

Wall Vent Location: 1 per room

(upon entering room)

circle one location per room

Right Room: backwall / sidewall / door

Left Room: backwall / sidewall / door

Deadbolt Lock:

☐ CXT Supplied-Schlage
☐ Customer Supplied Lock
_____ Specify Type

Door Opener:

☐ Privacy Latch ADA Handle
☐ Double Pull/Slide Bolt

Top Section of Building:

☐ Board and Batt
☐ Horizontal Lap

Bottom Section of Building:

☐ Round River Rock
☐ Napa Valley Stone
☒ Flag Stone

Rock Color Selection:

☐ Basalt ☐ Mtn Blend ☐ Natural Grey ☐ Romana

*Building includes "Restroom" sign(s) in braille & roman letters.

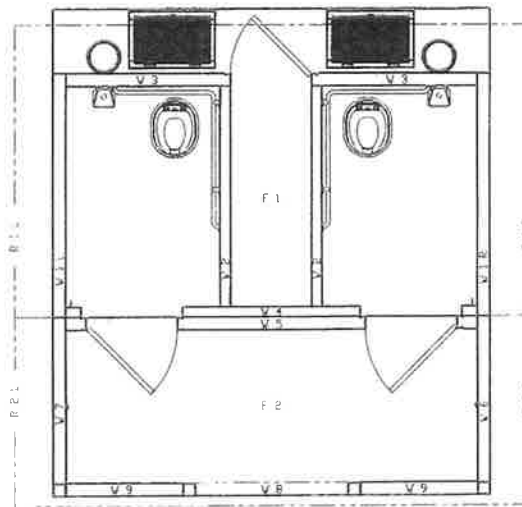
State Contract Specialist: John Allen @ 360-407-8406
CXT Territory Salesman: Eric Kuester @ 509-994-9900
CXT Inside Sales Manager: Ali Cairns @ 509-892-3238

DOUBLE ROCKY MOUNTAIN CHASE W/ PORCH DOUBLE VAULT TOILET BUILDING

NOTES

- BUILDING IS DESIGNED TO COMPLY TO WITH THE 2006 INTERNATIONAL BUILDING CODE (IBC)
- DESIGN COMPLIES WITH THE PROVISIONS OF THE 2006 IBC FOR THE FOLLOWING LOADS:
GROUND SNOW LOAD $s = 250$ PSF
FLOOR LOAD $= 400$ PSF
IBC DESIGN SPECTRAL RESPONSE $S_s = 1.50$, $S_1 = .75$
SITE CLASS B
SEISMIC USE GROUP I
SEISMIC DESIGN CATEGORY E
BEARING WALL SYSTEM $R = 4.0$
AS = INTERMEDIATE PRECAST SHEARWALLS
BASIC WIND SPEED $= 130$ MPH (3-SECOND GUST)
WIND EXPOSURE C, $Z = 10$
- BUILDING TYPE: V-0
OCCUPANCY: U
EXTERIOR WALLS: 2-HR RATED PER IBC TABLE 703.2(2), ITEM 4-11
MINIMUM DISTANCE TO PROPERTY LINE: 10 FEET
- CONCRETE STRENGTH $f'_{ci} = 2500$ PSI INITIAL $f'_c = 5000$ PSI
FINAL AIR ENTRAINMENT $5 \pm 1/2\% \pm 12$ IN PLASTIC CONCRETE
REINFORCING STEEL: GRADE 60 $f_y = 60$ KSI
MINIMUM LAP $16 \times d$ AT SPLICES
TIE BARS WITH DOUBLE ANNEALED 16 GA IRON WIRE
REINFORCING TO BE PLACED IN CENTER OF PANEL AND
WELDED WIRE FABRIC (W/F) $4 \times 4 \times 16 \times 16$, $f_y = 60$ KSI (OR EQUIV.)
COMPLY WITH ASTM A82, SMOOTH WIRE, MIN LAP 2 SQUARES
- EMBEDDED ITEMS IDENTIFIED ON DRAWINGS: PS-2, H300
REFER TO CXT STANDARD EMBEDMENT CATALOG
- BACK OF PANELS TO HAVE SMOOTH TROWEL FINISH AND
ALL SURFACES TO BE TEXTURED ARE NOTED ON PANEL DIVE'S
- REFER TO SEPARATE CXT INCORPORATED SPECIFICATIONS
COVERING DESIGN, MATERIALS, PRODUCTION, AND INSTALLATION
CRITERIA FOR SPECIFIC STYLE OF BUILDING
- ALL REBAR BENDS ARE TO HAVE A MINIMUM RADIUS
OF $6 \times$ THE BAR DIAMETER
- CONSTRUCTION COMPLIES WITH THE SPECIAL INSPECTION
PROVISIONS OF THE 2006 IBC SECTION 1704 SPECIAL
INSPECTORS ARE QUALIFIED PER IBC SECTION 1704.1 WITH THE
BUILDING OFFICIAL IN SPOKANE COUNTY, WA

PANEL MARK NO. KEY PLAN



INDEX OF DRAWINGS

NO.	TITLE
DRMCP-01	COVER SHEET
DRMCP-02	BUILDING ELEVATIONS
DRMCP-03	INTERIOR ELEVATIONS
DRMCP-04	FLOOR PLAN
DRMCP-05	FINISH DETAILS
DRMCP-06	CASTING DETAILS
DRMCP-07	VALL PANEL V1R
DRMCP-08	VALL PANEL V1L
DRMCP-09	VALL PANEL V2 (QTY 2 REQUIRED)
DRMCP-10	VALL PANEL V3
DRMCP-11	VALL PANEL V4
DRMCP-12	VALL PANEL V5
DRMCP-13	VALL PANEL V6
DRMCP-14	VALL PANEL V7 (QTY 2 REQUIRED)
DRMCP-15	VALL PANEL V8 & STEEL COLUMN FRAMING
DRMCP-16	ROOF SLAB R1R
DRMCP-17	ROOF SLAB R1L
DRMCP-18	ROOF SLAB R2R
DRMCP-19	ROOF SLAB R2L
DRMCP-20	FLOOR SLAB F1
DRMCP-21	FLOOR SLAB F2
DRMCP-22	RIGGING DETAIL
DRMCP-23	BILL OF MATERIALS

DETAILING TOLERANCES

OVERALL LENGTH OF MEMBER 15 FT TO 25 FT $\pm 1/8"$ 25 FT TO 35 FT $\pm 1/4"$ 35 FT TO 45 FT $\pm 3/8"$ 45 FT TO 60 FT $\pm 1/2"$	WALL THICKNESS $\pm 1/4"$ VARIATION FROM SQUARE $\pm 1/4"$ PER 4 FT OF MEMBER LOCAL STRAIGHTNESS $\pm 1/4"$ IN 4 FT SLOPE $\pm 1/2"$ POSITION OF TUBES $\pm 1/4"$ POSITION OF DOCKETS $\pm 1/4"$ SIZE OF DOCKETS $\pm 1/4"$ POSITION OF CHAINS $\pm 1/4"$ TYPING AND PLACEMENT OF PLATES $\pm 1/16"$ ADJUST $\pm 1/16"$ END STRAIGHTNESS $\pm 1/8"$ MINIMUM COVERAGE $\pm 1/8"$
--	--

WALL TEXTURE: STONE COLOR: ROOF TEXTURE: ROOF COLOR: TRIM PAINT:	BOARD & BATT / NAPA VALLEY ROCK MOCHA CARREL MOUNTAIN BLEND RIBBED METAL HUNTER GREEN RED BROWN
--	--

3001 H. Sullivan Blvd. P. Spokane, WA 99216



Precast Products

901 N. Highway 77, Spokane, WA 99205

DBL ROCKY MTN CHASE-PORCH

BUILDING NUMBER MD-376 & MD-379

NOTES

The information contained herein is proprietary and shall remain the property of CXT Incorporated. No information may be used by the recipient without the express written permission of CXT Incorporated. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. For viewing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

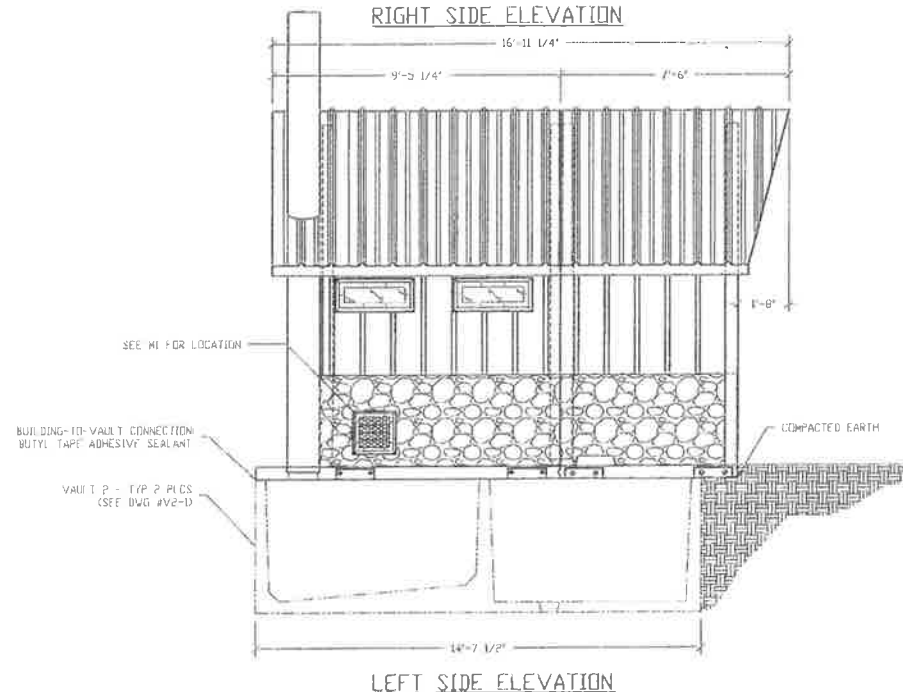
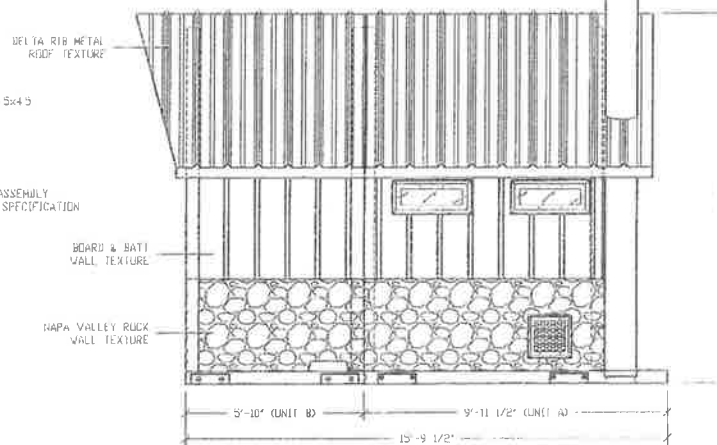
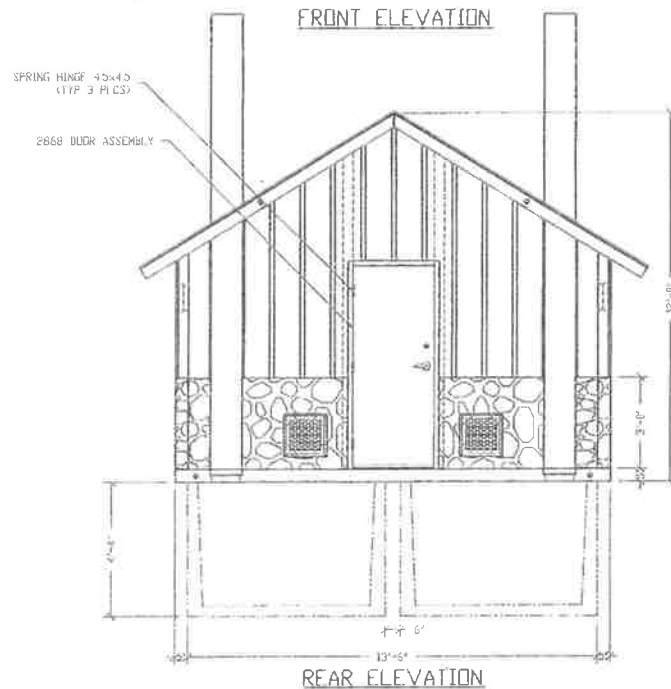
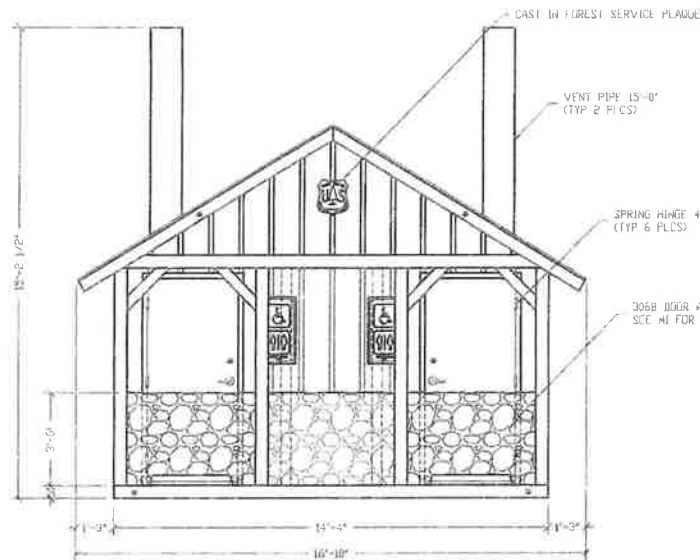
CXT Incorporated

DATE	REVISION	BY	DATE
01/11/2011	175-01-01000	ADAM	01-20-11
01/11/2011	175-01-01000	ADAM	01-20-11
01/11/2011	175-01-01000	ADAM	01-20-11

COVER SHEET

DRMCP-01

23



ITEM	QTY	UNIT	PRICE	TOTAL
1. CAST IN FOREST SERVICE PLAQUE	1	EA		
2. VENT PIPE 15"Ø"	2	PLCS		
3. SPRING HINGE 45x45	9	PLCS		
4. 306B DOOR ASSEMBLY	1	EA		
5. BOARD & BATT WALL TEXTURE	1	EA		
6. HAPA VALLEY ROCK WALL TEXTURE	1	EA		
7. DELTA RIB METAL ROOF TEXTURE	1	EA		
8. BUTYL TAPE ADHESIVE SEALANT	1	EA		
9. VAULT P - TYP 2 PLCS	2	PLCS		
10. COMPACTED EARTH	1	EA		

306B H. Sullivan Bldg. #7 Spokane, WA 99216

CXT
Precast Products

901 N. Highway 77 Hildreth, TX 76845

DBL ROCKY MTN CHASE-PORCH
BUILDING NUMBER HMD-576 & HMD-579

1/10/02

The information contained herein is preliminary and the actual construction of the building may vary from the information shown. The information is provided for the purpose of providing a general idea of the building and is not intended to be used for construction purposes. The information is provided for the purpose of providing a general idea of the building and is not intended to be used for construction purposes.

1/10/02

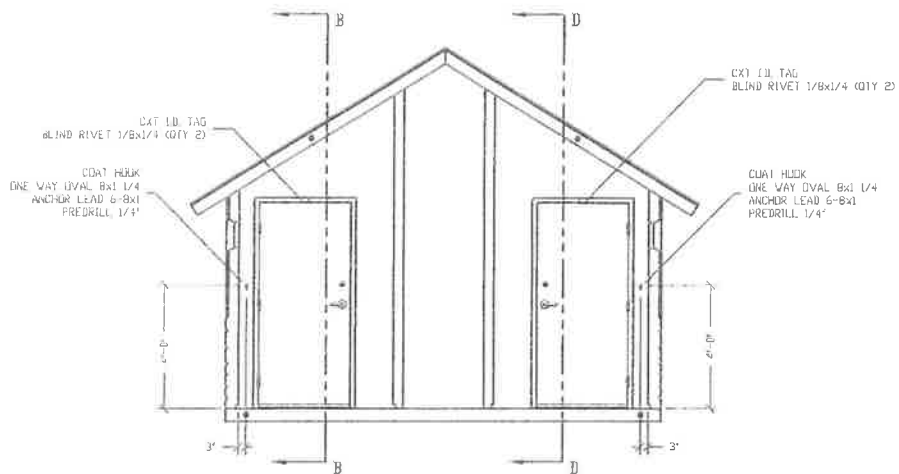
DATE	BY	CHKD	APPD
1/10/02	1/10/02	1/10/02	1/10/02

1/10/02

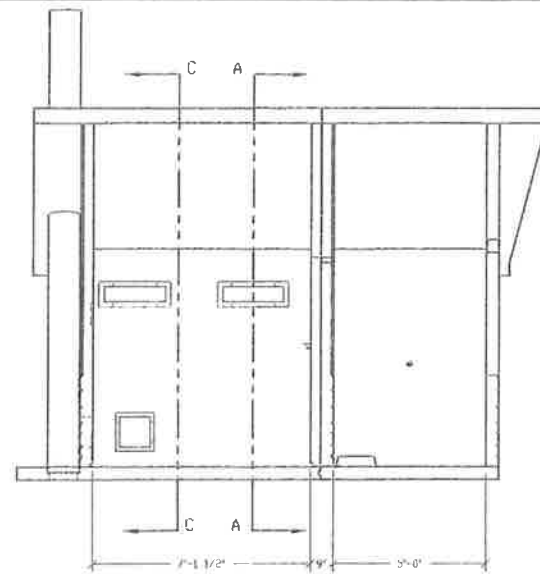
BUILDING ELEVATION

DRMCP-02

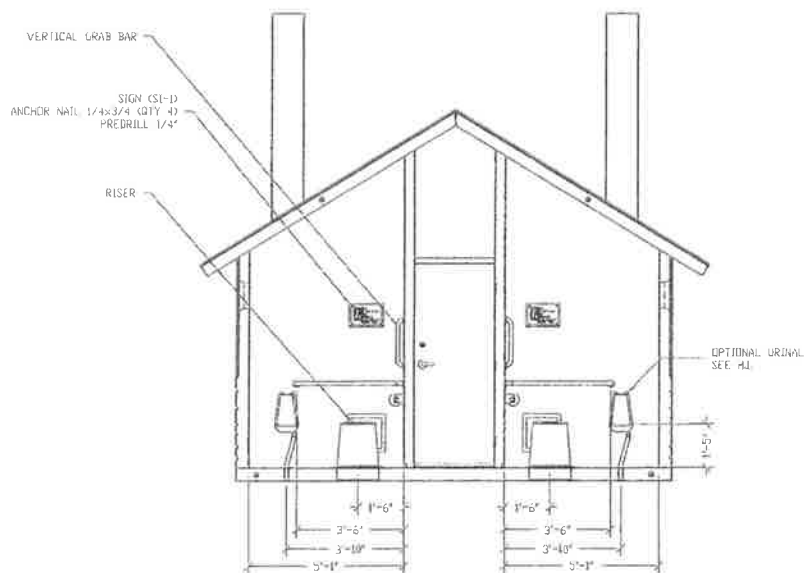
2/23



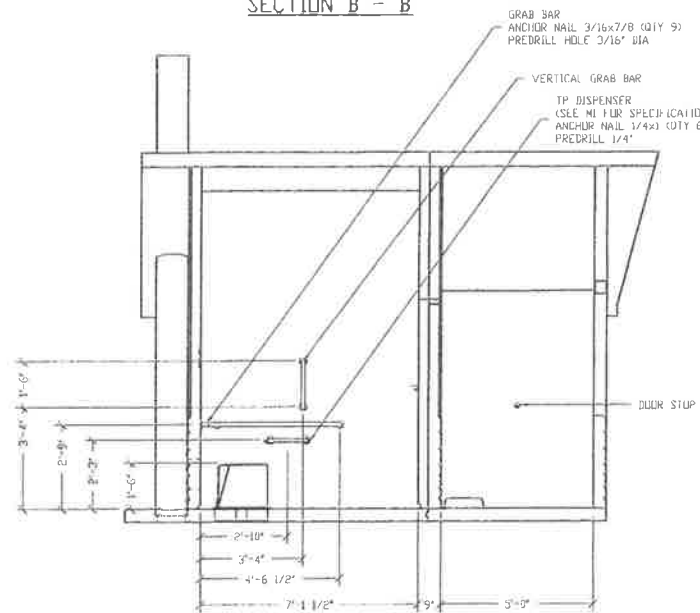
SECTION A - A



SECTION B - B



SECTION C - C



SECTION D - D

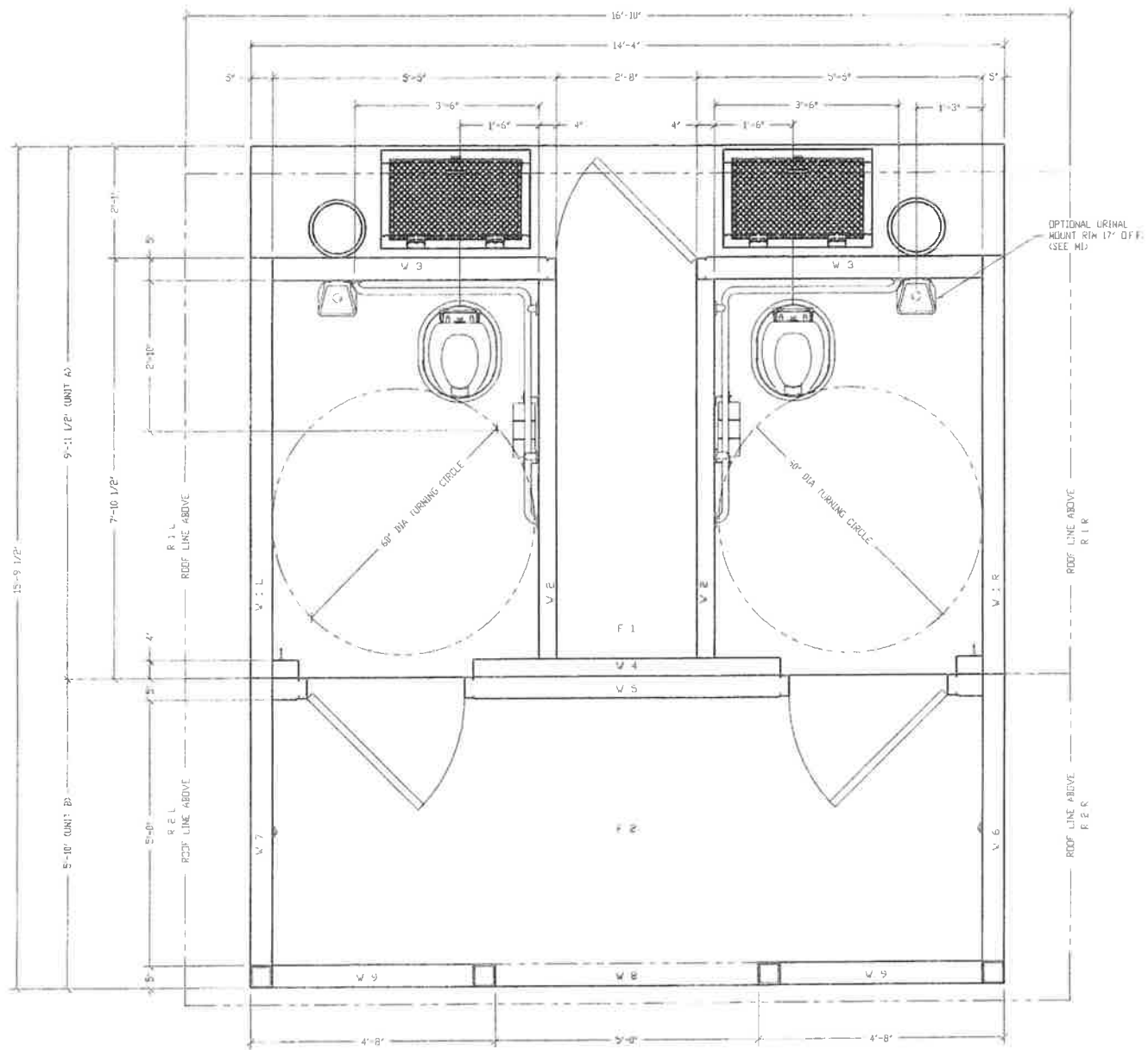
Item	Qty	Notes	Rev
1. CAT L.D. TAG	2	BLIND RIVET 1/8x1/4	1
2. COAT HOOK	2	ONE WAY OVAL 6x1 1/4	1
3. CX1 (L) TAG	2	BLIND RIVET 1/8x1/4	1
4. TP DISPENSER	1	ANCHOR NAIL 1/4x3/4	1
5. VERTICAL GRAB BAR	2	ANCHOR NAIL 3/16x7/8	1
6. SIGN CSI-D	1	ANCHOR NAIL 1/4x3/4	1
7. RISER	1	ANCHOR NAIL 1/4x3/4	1
8. OPTIONAL URINAL	1	ANCHOR NAIL 1/4x3/4	1
9. DOOR STOP	1	ANCHOR NAIL 1/4x3/4	1

3825 N. Sullivan St., #1 Spokane, WA 99216
CXT
Precast Products
 501 N. Highway 77 Midland, TX 79701

DBL ROCKY Mtn CHASE-PORCH
 BUILDING NUMBER RMD-576 & RMD-579

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Rev	By	Date	Notes
1	DRMCP-03	03-21-12	INTERIOR ELEVATIONS
2			
3			
4			
5			
6			
7			
8			
9			
10			



3026 N. Sullivan Blvd, #7 Spokane, WA 99216



Precast Products

501 N. Highway 77 Hillsboro, TX 75645

DBL ROCKY MTN CHASE-PORCH

BUILDING NUMBER RMD-576 & RMD-579

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CXT Incorporated

SCALE	1/2" = 1'-0"	DATE	03-27-12
DESIGNED	MD & MURPHY	BY	MD
CHECKED	MD	DATE	03-27-12

FLOOR PLAN

DRMCP-04

23



Kirsti Cason

From: Kirsti Cason
Sent: Tuesday, December 26, 2017 3:39 PM
To: 'chuck@publicrestroomcompany.com'
Subject: Cutsforth Park - Morrow County - Dual Vault Restroom
Attachments: Cutsforth Dual Vault.pdf

Chuck,

Thank you for taking the time to speak with me on the phone today.
Below you should find information regarding the project at the park.
There is approximately 42,000 funding available for this project.
We have looked at different items on the Public Restroom Company's website.
WE are wondering if it is possible to have a dual vault restroom similar to the PS-022-CE-ST Playground Series unit (less the water hook up)

Dual Vault restroom with Chase/Storage

Snow Load: 135 psf

Two Unisex restrooms

Chase/storage on back side of structure with access door opposite side of restroom entrances

Stone texture on Bottom Exterior level of restroom

Horizontal wood texture on top Exterior

6' covered porch area over restroom doors

signage (with braille) unisex ADA

roofing ribbed Metal or look like in Hunter Green

power is in the area would like power to rooms for lighting on interior and exterior

I hope this is the information that you your needing. Should you need something further please let us know.
I appreciate the opportunity of talking and working with you on this project.

Thank you.

~Kirsti



"Being a firefighter is more than courage it's sacrificing yourself for something greater than yourself"

--- THANK YOU FIRE CREWS ---

Kirsti Cason

Administrative Assistant

Morrow County Public Works Dept.

Road Dept. - Gen. Maint. - Airport

Transfer Station - Parks

P.O. Box 428

Lexington, Oregon 97839

Phone: 541-989-9500

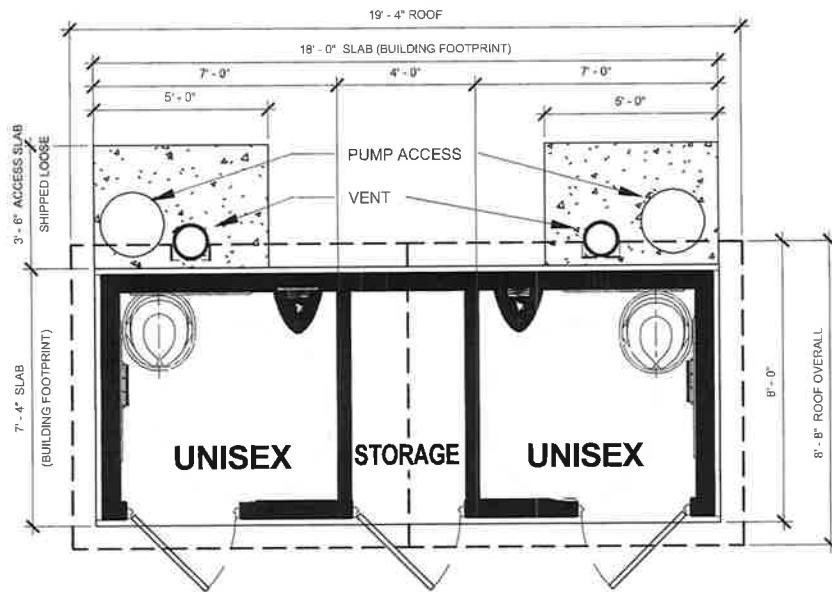
Cell: 541-256-0186

Fax: 541-989-8352

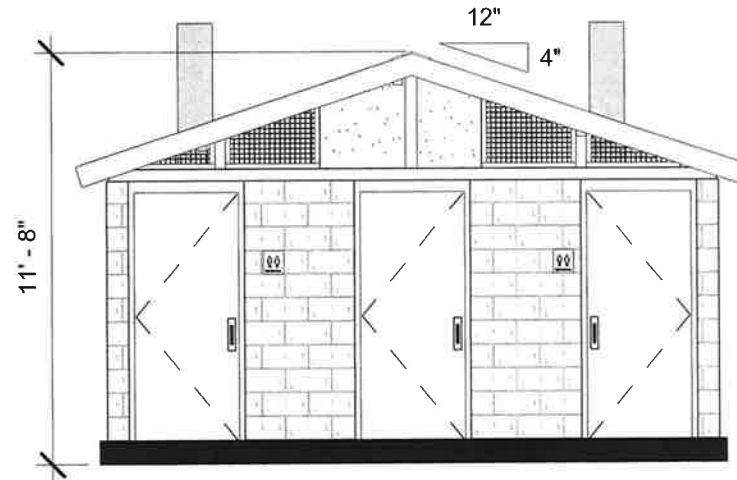
Park Reservations: 541-989-8214

Storage Area

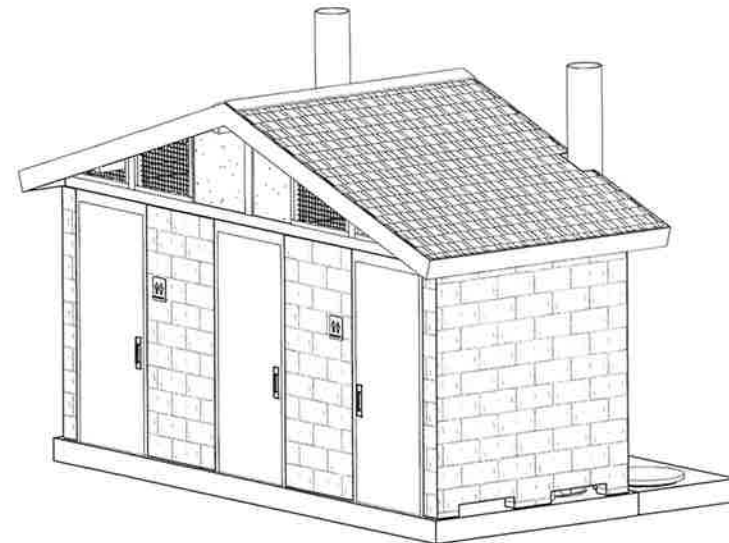




1 FLOOR PLAN
3/16" = 1'-0"



2 FRONT ELEVATION
3/16" = 1'-0"



3 PERSPECTIVE



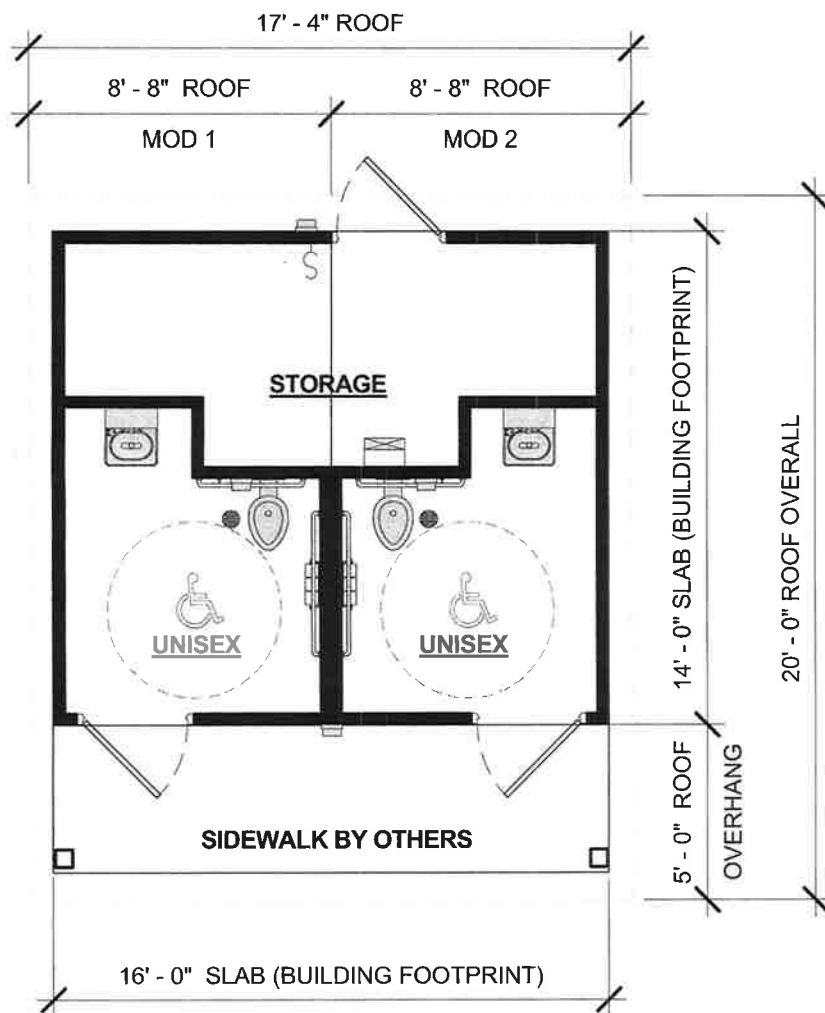
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VAULT SERIES

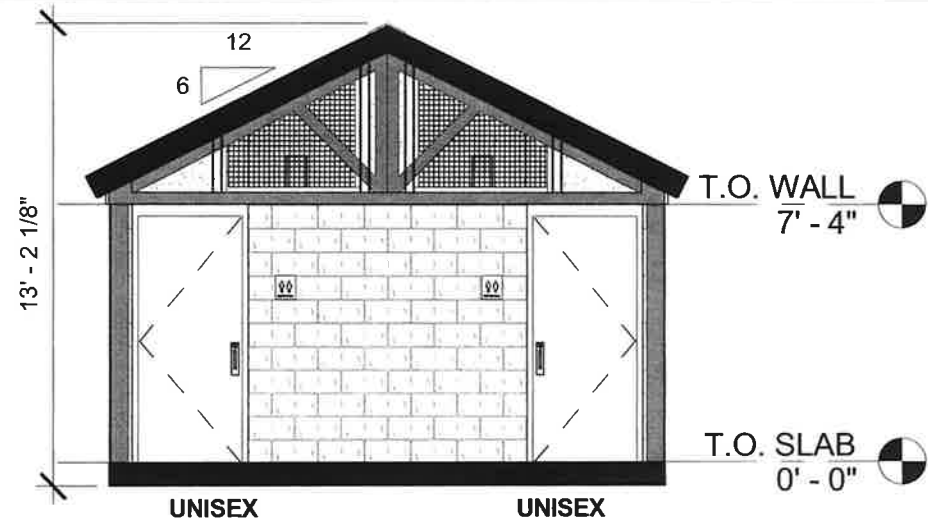
DV-220-ST

MAXIMUM PERSON AN HOUR:

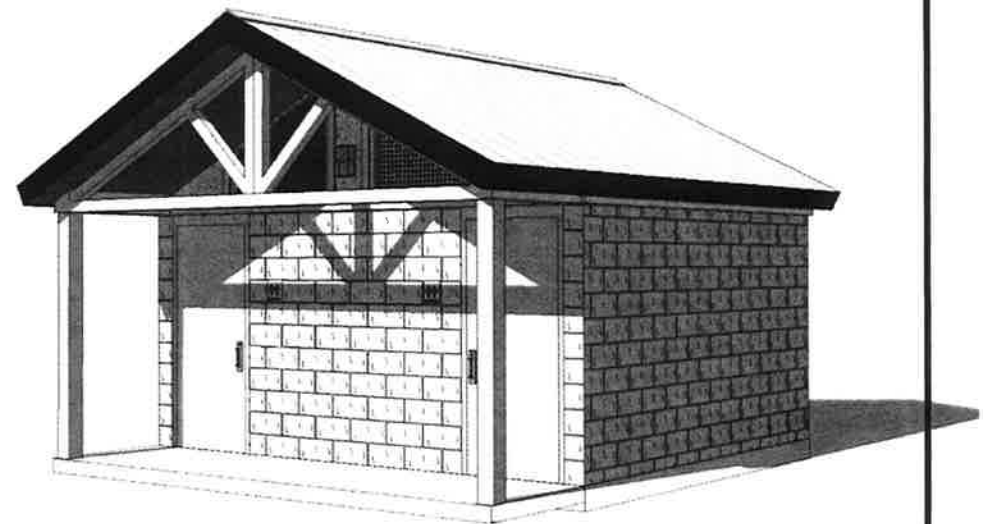
90 S



1 FLOOR PLAN
3/16" = 1'-0"



3 FRONT ELEVATION
3/16" = 1'-0"



2 PERSPECTIVE



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PLAYGROUND SERIES

PS-022-CE-ST

MAXIMUM PERSON AN HOUR:

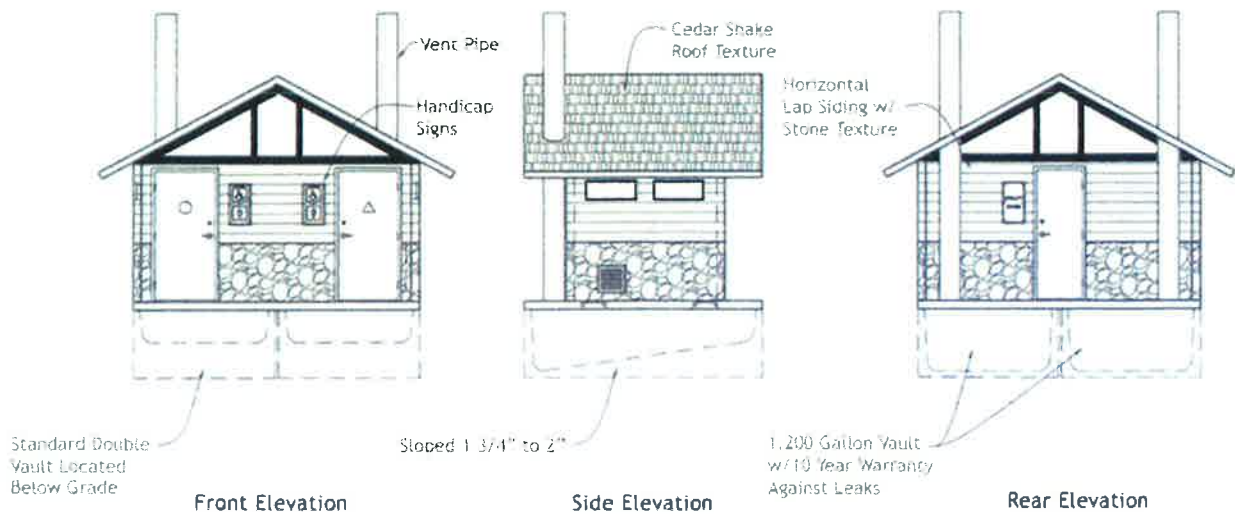
90 S

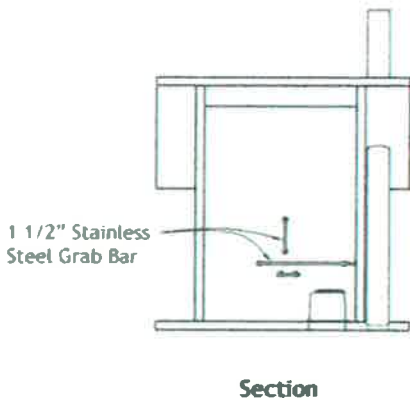
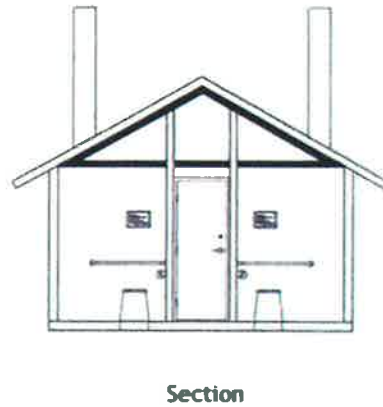
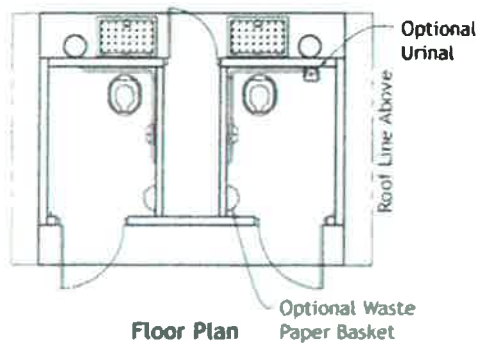
Parks & Restroom Structures Inc.

Style: Placer with Chase



Placer Style Double Vault Restroom Facility With Storage





Facility is warranted for 3 years against defects in materials and workmanship. Both vaults are warranted for 10 years against leaks.

Park and Restroom Structures, Inc.
P.O. Box 13280
Spokane Valley, WA 99213
Phone: 509-922-2422
888-922-1398

www.parkandrestroomstructures.com

12-26-2017 11:30am – attempted contacting phone #'s both are disconnected. Sent quote request via online form.

Exterior Wall Textures:



Barnwood

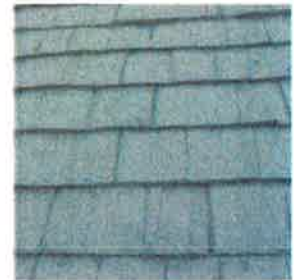


Board and Batt



Horizontal Lap

Exterior Roof Textures:



Cedar Shake



Split Face Block



Stucco



Ribbed Metal

Veneer Stone Options:



Mtn. Blend River Rock



Valley Stream Stone



Meseta Fieldledge



Veneto Fieldledge



Cognac Country Rubble



Polermo Country Rubble



Alderwood Stacked Stone



Warm Spring Mtn. Ledge



Mesquite Cliffstone



Manzanita Cliffstone



Sequoia Rustic Ledge



Sawtooth Rustic Ledge



Bronze Shadow Rock



Tenton Shadow Rock



Mt. Saint Helens Limestone



Molano Hillside

[Home](#)[Quote](#)[Contact Us](#)[More...](#)**Vault Restrooms****Single Vaults**[Imperial](#)[Alpine](#)[Tahoe](#)[Sunrise](#)**Double Vault**[Riverside](#)[Plumas](#)[Placer](#)[Sunset](#)**Flush Restrooms****One Toilet**[Yolo](#)**Two Toilets**[Napa](#)**Multi-User**[Amador](#)[Marin](#)[ETC](#)[Eldorado](#)[Inyo](#)[San Mateo](#)[Staging Area](#)[Hangtown](#)**Utility Buildings**[Del Norte](#)[Merced](#)[Merced 20'](#)

Quote

Quote Request

Please fill out the information below for a quote.

Name *Kirsti Cason
First Last**Company/Agency ***

Morrow County Parks

Phone *541 _ 989 _ 9500
##**Email ***

kcason@co.morrow.or.us

Facility *

Placer - Double Vault

If more than one type of facility is needed please fill out "Second Facility" below.

Number of Facilities *

One

Second Facility

Please Select a Product

Number of Facilities

Select

Facility Location *Cutsforth Park
58430 Willow Creek Road
Heppner, Oregon 97836**Agency Type ***

- ☐
- Federal
-
- ☒
- State, County, or City

Other

Special Conditions/Notes

Need quote ASAP as this is a Oregon State grant funded project. The County is and can use state contract pricing should such pricing be available.

Need spec sheet, with ITEMIZED pricing

Example: base unit, chase addition, front covered area, electric/solar options, signage options, finish (roof, siding, walls) options, etc.

Structure:

Placer with Chase (ADA accessible)

Electrical options (power is available at site)

Ribbed metal roof/texture - Hunter Green

Top portion of building: board and bat/Horizontal lap

Bottom portion of building: stone (mountain

Image Verification

Please enter the text from the image

Submit

State of Washington
Contract #00213

CXT Incorporated
3808 North Sullivan Road Bldg. #7
Spokane, WA 99216
Federal ID #91-1498605A

Double Rocky Mountain Toilet Building
Complete One Form per Unit Ordered

Cost Work Sheet and Order Form

Site name and Address (or closest cross street) Cutforth Park - 58430 Willow Creek Road

City (or closest town) Heppner, Oregon 97836

Contact Phone number: 541-989-9500 Fax: 541-989-8352 email address: mcparks@co.morrow.or.us

Accepted By: _____ Date: _____
(Signature Required)

Unit Price of Vault Toilet and Placement

Concrete vault toilet with privacy screen, simulated shake roof, rock finish
(Napa, Flag Stone, or River Rock) horizontal lap or board and batt siding and
ABS vault w/liner and includes crane to off-load. **\$28,771.00** \$ 28,771.00
Concrete covered front porch addition. **\$23,550.00** \$ _____

One-Way Transportation Cost, (between Spokane, WA and the site) **\$4,108.00** \$ 4,108.00

Added Cost Options:

Installation Service (excavation, backfill, & compaction) **\$2,964.00** \$ _____
Chase Option **\$1,478.00** \$ 1,478.00
Ribbed Metal Roof Texture **\$1,019.00** \$ 1,019.00
Marine Package **\$6,370.00** \$ _____
R-19 Roof Insulation **\$882.00** \$ 882.00
Room Wastebasket **\$54.00 each**
\$ _____
Hand Sanitizer **\$35.00 each** \$ _____
Solar Fan Kit **\$1,274.00** \$ _____
Conduit Junction Box (chase bldg only) **\$204.00** \$ 204.00
Electric Light Package (chase bldg only) **\$3,618.00** \$ 3,618.00
Paint Touch-up Kit – Single Color **\$56.00** \$ _____
Paint Touch-up Kit – Two Tone Color **\$62.00** \$ 62.00

**Add: WA Management Fee in the amount of 1.50% of building cost,
not including shipping.** \$ 602.13

Total Cost per Unit \$ 40,744.13

No Cost Options: Mark with "X": (Two Tone Color Combinations W = Walls / R = Roof).

___Amber Rose ___Liberty Tan ___Berry Mauve ___Granite Rock ___Rich
Earth
___Toasted Almond ___Oatmeal Buff ___Buckskin ___Rosewood ___Georgia
Brick

<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Western Wheat			
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Brown			<input type="checkbox"/> Nuss
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	
<input type="checkbox"/> Charcoal Grey			<input type="checkbox"/> Raven Black

***Signage:**

☐ Men
☐ Women
☒ Unisex
☐ Accessible

Wall Vent Location: 1 per room

(upon entering room)

circle one location per room

Right Room: backwall / sidewall / door

Left Room: backwall / sidewall / door

Deadbolt Lock:

☐ CXT Supplied-Schlage
☐ Customer Supplied Lock
☐ Specify Type

Door Opener:

☐ Privacy Latch ADA Handle
☐ Double Pull/Slide Bolt

Top Section of Building:

☐ Board and Batt
☐ Horizontal Lap

Bottom Section of Building:

☐ Round River Rock
☐ Napa Valley Stone
☒ Flag Stone

Rock Color Selection:

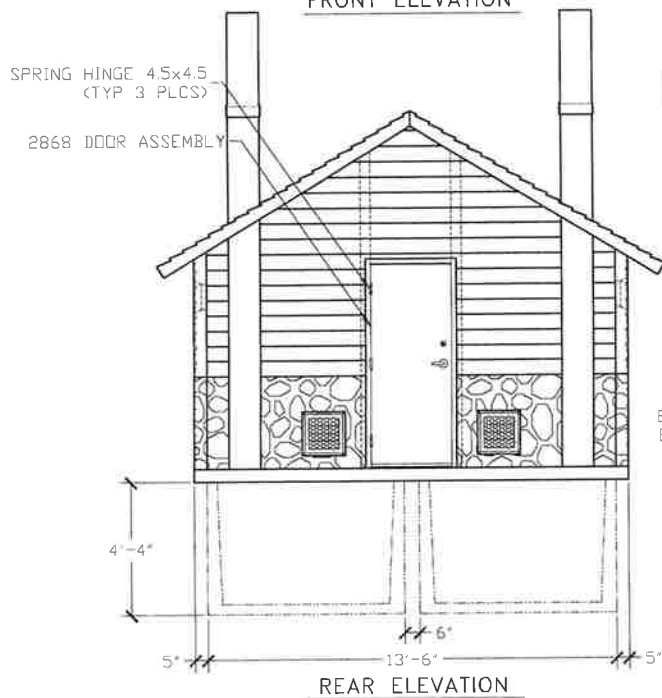
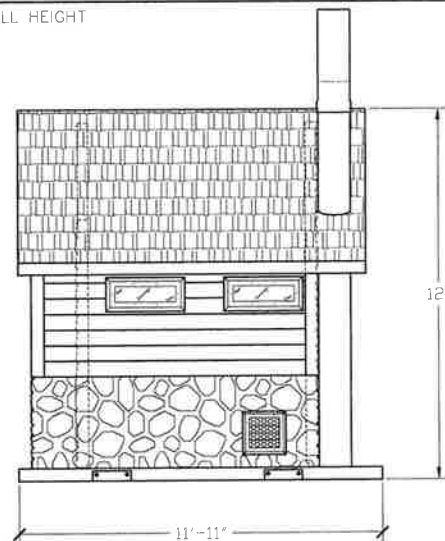
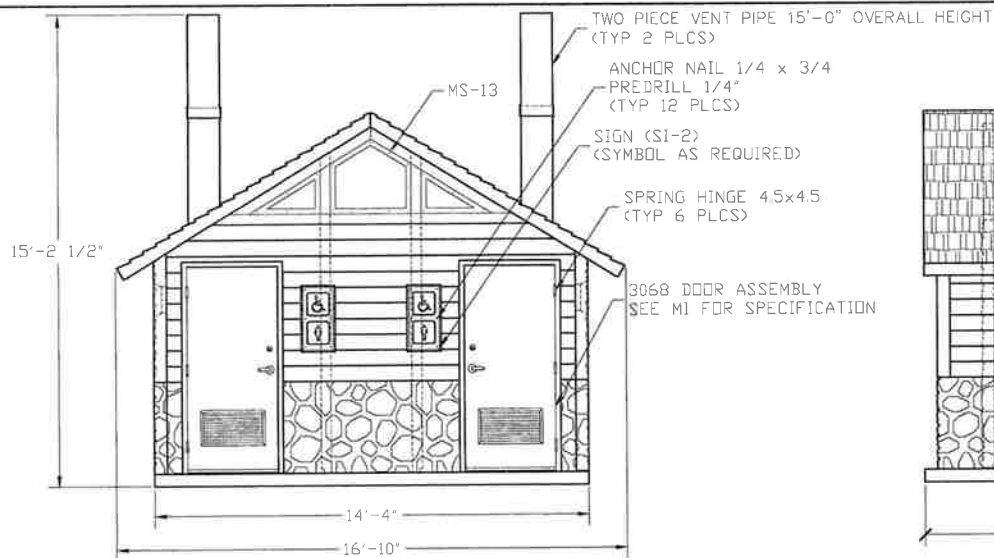
☐ Basalt ☐ Mtn Blend ☐ Natural Grey ☐ Romana

*Building includes "Restroom" sign(s) in braille & roman letters.

State Contract Specialist: John Allen @ 360-407-8406

CXT Territory Salesman: Eric Kuester @ 509-994-9900

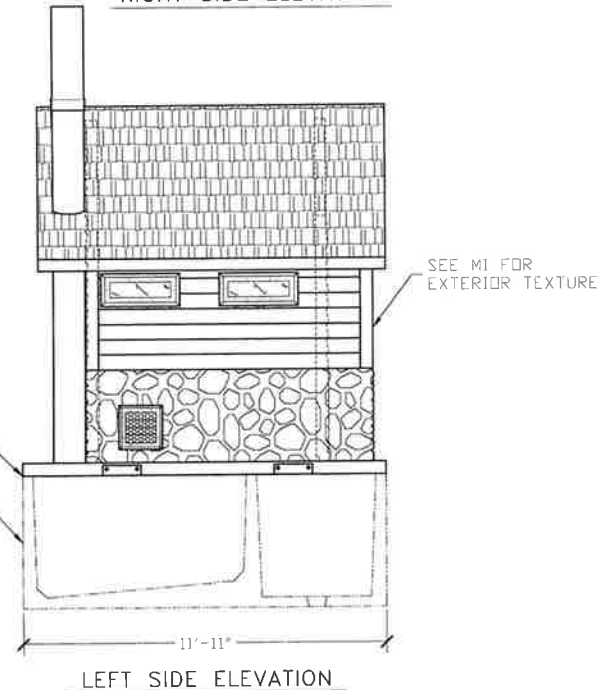
CXT Inside Sales Manager: Ali Cairns @ 509-892-3238



**FOR
REFERENCE
ONLY**

BUILDING-TO-VAULT CONNECTION;
BUTYL TAPE ADHESIVE SEALANT-
SEE ATTACHED CUT SHEET.

VAULT 1 - TYP 2 PLCS
(SEE DWG #V1-1)



EMBEDDED MATERIALS			
ITEM	QTY	ITEM	QTY
S-2	2		
VENT PIPE 12'-0"	2		
3068 DOOR ASSEMBLY	2		
2868 DOOR ASSEMBLY	1		
ANCHOR NAIL 1/4x3/4	12		
SPRING HINGE 4.5x4.5	9		
MS-13	1		
VENT PIPE 5'-0"	2		

CG. FT. CONC.	SG. FT. M.M.F.	APPROXIMATE WEIGHT
---------------	----------------	--------------------

CXT
Precast Products

PROJECT TITLE
DOUBLE ROCKY MTN with CHASE
CXT STANDARD BUILDING

NOTICE

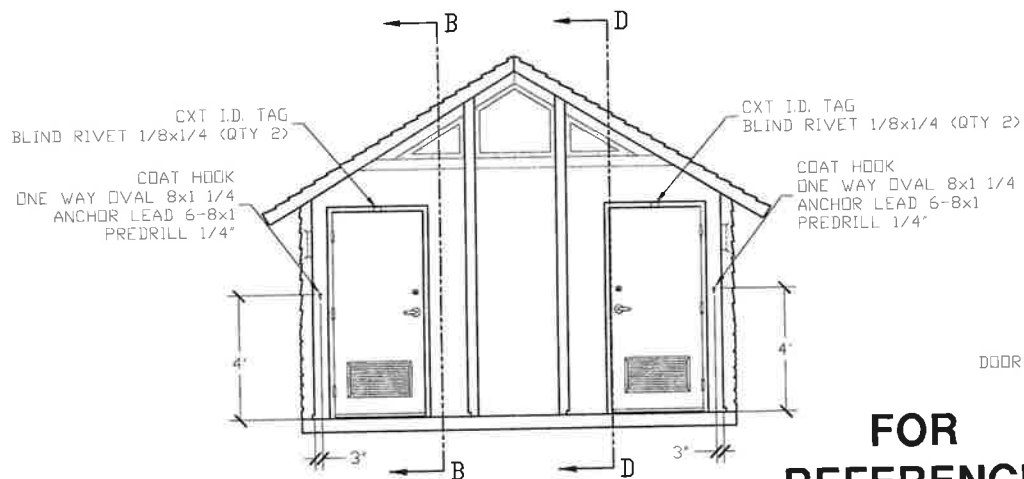
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CXT Incorporated

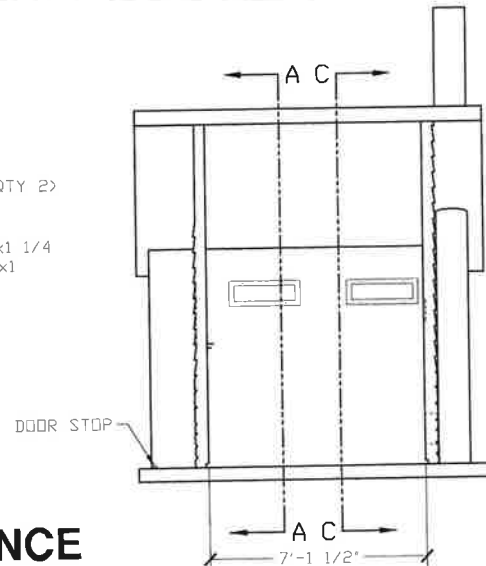
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	07-19-16
DRAWN	FILE NO.	PO-DRMWC02	
CHECKED	PLOT	48	

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
DRMWC-02		

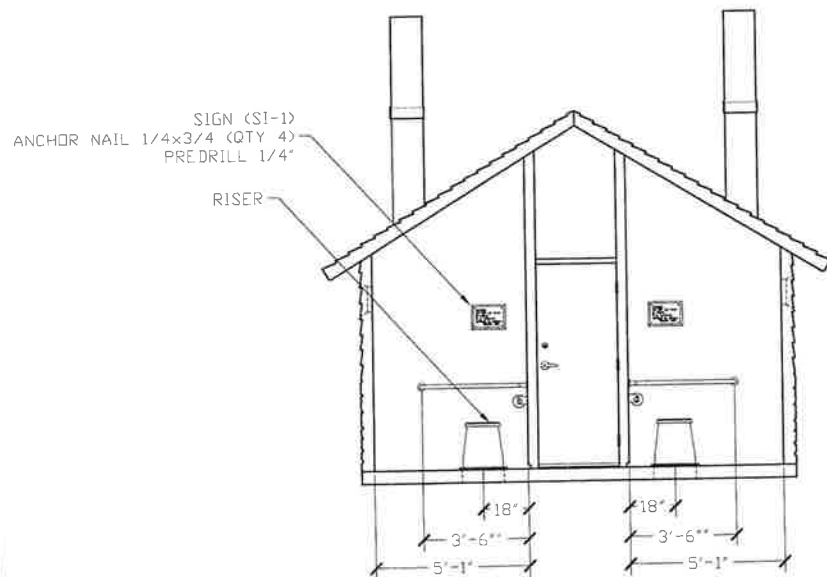


SECTION A - A



SECTION B - B

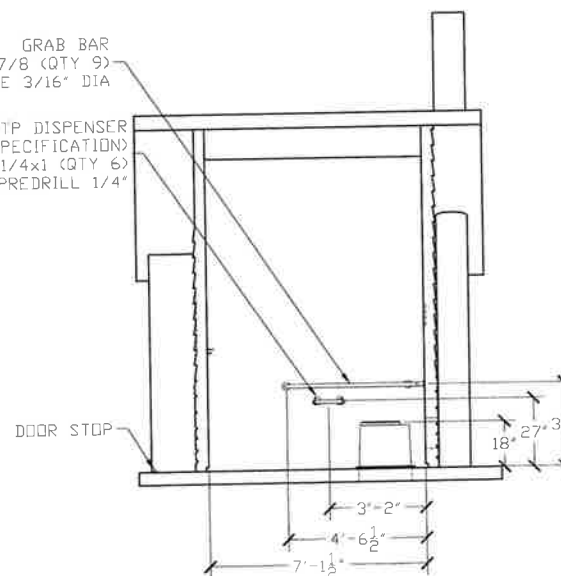
**FOR
REFERENCE
ONLY**



SECTION C - C

GRAB BAR
ANCHOR NAIL 3/16x7/8 (QTY 9)
PREDRILL HOLE 3/16\" DIA

TP DISPENSER
(SEE M1 FOR SPECIFICATION)
ANCHOR NAIL 1/4x1 (QTY 6)
PREDRILL 1/4\"



SECTION D - D

OBSOLETE MATERIALS			
ITEM	QTY	ITEM	QTY
RISER	2	ONE WAY OVAL 8x1 1/4	4
GRAB BAR	2	ANCHOR LEAD 6-8x1	4
TP DISPENSER	2	BLIND RIVET 1/8x1/4	4
TOILET PAPER ROLL	4-6		
COAT HOOK	2		
DOOR STOP	2		
SI-1	2		
BLIND RIVET 1/8x1/4	4		
CXT I.D. TAG	2		
ANCHOR NAIL 1/4x1	12		
ANCHOR NAIL 1/4x3/4	8		
ANCHOR NAIL 3/16x7/8	18		
SQ. FT. CONC.		APPROXIMATE WEIGHT	



Precast Products

PROJECT TITLE
DOUBLE ROCKY MTN with CHASE
CXT STANDARD BUILDING

NOTICE

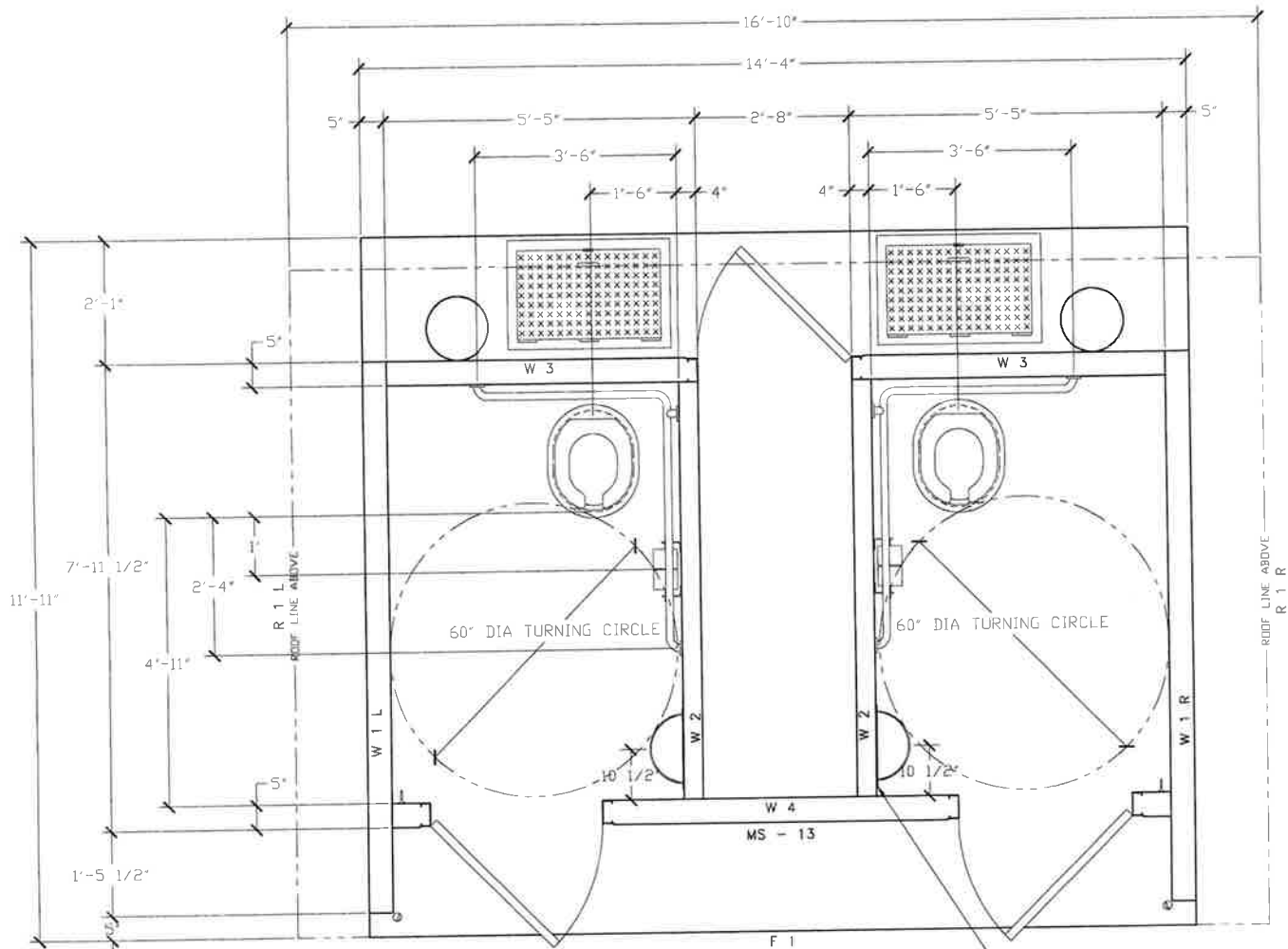
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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	07-19-16
DRAWN	FILE NO.	PG-DRMWC3	
CHECKED	PLOT	48	

INTERIOR ELEVATIONS

DWG NO.	SHEET	REV.
DRMWC-03		



**FOR
REFERENCE
ONLY**

CXT
Precast Products

PROJECT TITLE
DOUBLE ROCKY MTN with CHASE
CXT STANDARD BUILDING

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REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/2"=1'-0"	DATE	07-19-16
DRAWN	FILE NO.	PO-DRMWC04	
CHECKED	PLOT	24	

FLOOR PLAN

DWG NO.	SHEET	REV.
DRMWC-04		



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

(For BOC Use)
Item #
66

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

Staff Contact: Justin Nelson/John Bowles
Department: DA Office/Sheriff Office
Short Title of Agenda Item:

Phone Number (Ext): 5626
Requested Agenda Date: 1/10/2018

Contingency Fund Allocation Request- Cell Phone Extraction

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

J. Nelson email 1-8-18

Department Head

Required for all BOC meetings

DATE

[Signature] 1/8/2018

Admin. Officer/BOC Office

Required for all BOC meetings

DATE

County Counsel

*Required for all legal documents

DATE

[Signature] 1/8/18

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Morrow County Sheriff Office and Morrow County District Attorney Office have applied for a grant to help cover the costs of a cell phone extraction program/hardware. The grant provided \$6,000 of the \$15,000 cost for the program and equipment. The remaining \$8,995 would need to be allocated from the County. At the time of budget preparation for both the Morrow County Sheriff Office and Morrow County District Attorney Office the existence of this grant was not known.

The Morrow County Sheriff Office and Morrow County District Attorney Office are requesting the Morrow County Board of Commissioners approve the use of \$8,995.00 of Contingency Funds to pay for the remaining amount that would be owed for the program/hardware.

Cost includes training of two Morrow County Sheriff employees and one Boardman Police Department employee.

Finance Director Kate Knop has informed us that the contingency funds are available if the Morrow County Board of Commissioners approves the request.

2. FISCAL IMPACT:

\$8,995.00

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

Move to approve the allocation of \$8,995.00 from the contingency fund and direct those funds be used to pay the remaining amount that would be due to Susteen, Inc. for the purchase of a mobile phone forensic software and hardware.

☒ Attach additional background documentation as needed.

From: Jeremy Kirby
To: [John Bowles](#)
Cc: [Justin Nelson](#)
Subject: RE: Forensic Grant Approval
Date: Tuesday, January 2, 2018 6:39:10 AM
Attachments: [Morrow County Secure View Apple Grant.pdf](#)

Undersheriff Bowles, congratulations on your Grant being approved. I am happy to be able to assist your department. Please see your attached invoice for matching funds. Your software and cables will be shipped within 72 hours of funds received. Once you have obtained a purchase order or credit card info, let me know and I'll process it for you. Please remember, space is limited. The Grant is not guaranteed until payment is processed. Law Enforcement agencies can issue us a Purchase order or pay by company card for matching funds. You can send this information to me directly via email or fax (949) 341-0008 (Attn. Jeremy Kirby).

Again, thank you and I am excited for your department!

Take care,

Jeremy Kirby
Director of Sales
Grants Coordinator
Susteen, Inc.
18818 Teller #102
Irvine, CA 92612
(949) 341-0007 - Office ex 1121
(949) 789-8221 - Direct
(949) 341-0008 - Fax
<https://linkprotect.cudasvc.com/url?u=https://www.secureview.us&c=E.L.g-rOTDjjCabd2C04cBGknd4vHk7du6zgAcW23XoYsLdPIGndJfaJf7R6rGFMMITtDXFRijN6FTibHK2VAND3hcchbpmrO9yXMjt0FsibrsIqgb46sD0.&typo=1>
jkirby@susteen.com

From: John Bowles
Sent: Thursday, December 28, 2017 3:46:51 PM (UTC-08:00) Pacific Time (US & Canada)
To: Susteen Grants Program
Cc: Justin Nelson; Kenneth Matlack
Subject: FW: Message from "RNP0026733B62EF"



Susteen, Inc.
18818 Teller #102
Irvine, CA 92612
TEL: (949) 341-0007
FAX: (949) 341-0008

YOUR MOBILE PHONE FORENSIC TOOL

Name: John Bowles
Organization: Morrow County Sheriff's Office
Address: 325 Willow View Dr PO Box 159
City: Heppner Or 97836
Phone: 541-676-5317
E-mail: jbowles@co.morrow.or.us

Date: 1/2/2018
Valid To: 1/31/2018
Terms: CC/Net30
RF #: mcso-sv4ga

Qty	Part Number	Description	MSRP	Grant Discount	TOTAL
1	CP225-SVBB-APL	Burner Breaker Pincode/passcode acquire for cell phones including logical/physical acquisitions Includes live webinar Training for Investigators Multiple Speeds for faster acquisitions and programable software. Secure View 4 included	\$ 12,995.00	\$ 4,000.00	\$ 8,995.00

SubTotal	\$ 8,995.00
Shipping & Handling	
Taxes	\$ -
TOTAL	\$ 8,995.00

Prepared By

Jeremy Kirby

Jeremy Kirby (949) 789-8221
Account Executive fax: (949) 341-0008
Susteen, Inc. jkirby@susteen.com

*All prices are subject to all applicable state and/or local taxes and Import Fees.
Terms are subject to credit department approval.*

From: [John Bowles](#)
To: [Justin Nelson](#)
Cc: [Kenneth Matlack](#)
Subject: 2018 Apple Technology Grant
Date: Thursday, December 28, 2017 4:18:10 PM

Justin,

I spoke with Jeremy Kirby, director of sales and Grants Coordinator with Susteen, regarding the grant/equipment and found the maintenance fees are (1) \$995.00, (2) \$1,995.00, (3) \$1,995.00.

It depends on the equipment package we go with.

If we receive the grant, package (1) would cost \$2,995.00 the first year, after that \$999.00 a year maintenance fee.

(2) would cost \$4,995.00 the first year, after that \$1,995.00 a year maintenance fee.

(3) would cost \$8,995.00 the first year, after that \$1,995.00 a year maintenance fee.

Jeremy told me package three has all the bells and whistles and is top of the line.

They would train 2 members from MCSO and 1 from Boardman. I told them we were a small rural agency and work closely with Boardman PD and funding was a factor in our decision.

I enquired about the cost of license per agency and they advised they would just charge the one fee of \$8,995.00 and MCSO would be the licensing agency since we work so closely with Boardman PD. (This is a savings for Boardman PD of \$8,995.00) Following year one we would have a \$1,995.00 maintenance fee if we went with package (2) or (3).

The maintenance fee covers all software and hardware. All equipment down to the cords.

John A. Bowles

Undersheriff/ Emergency Manager
Morrow County Sheriff's Office
PO Box 159
Heppner, OR. 97836
541-676-5317
541-314-5202
jbowles@co.morrow.or.us

2018 Apple Technology Grant (SCOMF) A7

***All Departments Can Apply including Correctional Facilities ***

*** 150 openings for 2018 Q1 ***

Grant Background: This grant is set up for law enforcement agencies to acquire much needed Mobile Forensics Software and high powered computers for their departments. Law enforcement agencies are having trouble keeping up with increasing amounts of cases involving cell phone data. Computers at local agencies have become outdated or do not have the proper computing power to quickly access and analyze forensic data. Agencies have to ship cell phones to outside sources for their mobile forensic needs. This is time consuming and can lead to a loss of data or legal precedence. The Susteen Apple Technology Grant, allows law enforcement agencies the ability to acquire their own mobile forensic software at steeply discounted prices using matching funds. Agencies can now obtain multiple licenses on the grant. **2018 Update:** Recent surveys have shown that investigators are having a difficult time with locked cell phones. Increased passcode bypass options are available on this program as part of the Burner Breaker option.



Need:

- Qualified Agency shall have a need for mobile forensic software due to increasing use of cases involving cell phones.
- Agency should also have a need for updating their computing ability.
- Agency should have one employee who can attend a webinar (at no cost) on proper software usage.

Description of Project:

- **Goals:** The Susteen Apple Technology Grant should be used by law enforcement agencies to help better build cases and increase conviction rates. This should be a benefit to the community that they serve.
- **Objectives:** The grant's objective is to allow smaller law enforcement agencies to have the same quick access to the mobile forensic tools used by larger departments with greater budgets. Updating current computing abilities is paramount.
- **Process:** Return application below and allocate matching funds. Grants are available on an immediate needs basis. **Grant is non-competitive as it is first come, first serve.**
- **Outcome:** This grant aims to allow **up to 150** agencies the ability to obtain mobile-forensic software at a steeply discounted rate. (Q1 2018)

Return to: Susteen C/O Grants Department 18818 Teller Ave. #102 Irvine CA, 92612

Or via Email to: grants@susteen.com www.secureview.us Call us at 949.341.0007 10/20/17

Description of the Product and What is Included:

Secure View 4: The “go to” software for the cell phone forensic investigator. Secure View 4 supports data acquisition on over 14,000 phones, tablets and devices. Secure View is the only mobile forensic tool that provides 3 specific processes for examination: Acquire, Analyze, and Report. Full analytics allow for the detection and reporting of evidence. Acquire and analyze physical images from cell phones. Recover additional Application Data and Deleted Data from Smart Phones. **APEX** is an easy-to-use physical deleted data analyzer, which gives the investigator advanced options for viewing SQL Databases, DL files, image files and iOS backup files.

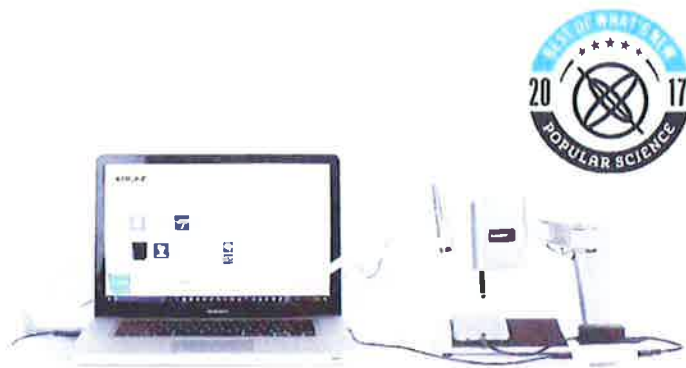
Cloud Analyzer: Pulls passcodes off of browser history and data directly from the cloud. Facebook, Twitter, Dropbox, Yahoo, iCloud and more. Analyze cloud evidence with timeline, GPS results and image gallery. Works with all mobile forensic tools.

Burner Breaker

Pincode/passcode/pattern

breaking Robot:

This hardware/software combination will allow Law Enforcement and Government Agencies easy access to thousands of locked phones. Up until now, no company in the world has had the capability of breaking into “burner, pre-paid, throw-away” phones and non USB OTG Android phones without using invasive chip-off or JTAG. These phones can be categorized as pre-paid phones including smart phones that are non USB OTG compliant. Some examples include common Android phones found in Walmart, 7-11, Target and other distributors. Other examples would be phones found outside the US, including Central and South America, Europe and most Chinese Chipset phones. **Quickly access locked Galaxy S7 devices.**



MacBook Pro Computer: Fast and powerful, yet remarkable thin and light. Crunch thousands of texts, emails, call history, pictures and more, in record time. This Apple MacBook Pro is the perfect forensic workstation, with computer forensic and mobile forensic tools pre-loaded for law enforcement agency use. 13-inch and 15-inch versions both available with 16 gigabytes of memory. Take in the field or use in the office.



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Budget:

Susteen understands that federal funds have become harder to receive. Departments do not have the average \$7,500-\$15,500 needed to purchase an all-inclusive mobile forensic software suite. Nor do they have the time or resources to drive to other jurisdictions for help in acquiring cell phone data. This grant drastically cuts down the cost of acquiring Secure View 4, Physical Analyzer, Cloud Analyzer and Burner Breaker; currently in use by the USSS, FBI, ICE and various other Law Enforcement agencies.

Work plan/Timeline:

- All applications for the Susteen Community Outreach Mobile Forensic Grant must be received prior to 1/31/2017 and agency funds must be received by 2/28/18.
- Grant is non-competitive and is issued on a first come first serve basis for **no more than 150** law enforcement agencies (Q1 2018). **Please return application at your earliest convenience.**
- Once equipment is received, agency should set time aside for webinar training
- Apple MacBook pro comes with a 3 year warranty included by Susteen.

About Susteen: Susteen is the largest mobile forensic software provider, headquartered and created in the United States of America. Located in the technology hub of Irvine, CA. Secure View, Susteen's flagship forensic tool is in use at over one thousand law enforcement agencies nationwide. Susteen has been a pioneer in mobile phone data transfer since 1992. Susteen's Data Pilot data transfer suite sold over 2 million copies in the USA and lead to the creation of mobile forensic tools for law enforcement.



Agencies may choose any (or all) of the options below. Please circle what item you would like and fill out the application. Email this page to grants@susteen.com for approval.

Return to: Susteen C/O Grants Department 18818 Teller Ave. #102 Irvine CA, 92612

Or via Email to: grants@susteen.com www.secureview.us Call us at 949.341.0007 10/20/17

	MSRP	Grant Pays	Cost Per License to Law Enforcement Agency	Amount of licenses needed *Max 3
Apple MacBook pro 13-inch with Secure View 4 Mobile Forensic Software	\$4,995	\$2,000	\$2995	Circle Below 1 or 2
Apple MacBook pro 15-inch with Secure View 4 Mobile Forensic Software and Cloud Analyzer	\$7,995	\$3,000	\$4995	Circle Below 1 or 2
Apple MacBook pro 15-inch pro with Secure <u>Includes</u> <u>Secure View 4</u> <u>forensic software and</u> <u>Burner Breaker</u> <u>/APEX/Cloud</u>	\$14,995	\$6,000	\$8,995	Circle Below 1 or 2

Application may be returned via email or mail: Approval process takes less than a week.

Name: _____

Organization: _____

Address: _____

City: _____ St. _____ Zip: _____

Phone: _____

E-mail: _____

Amount of Sworn Full Time Officers: _____

Current Mobile Forensic Software in Use (if none, mark N/A): _____

Est. Volume of Phone Extractions per Month: _____

Prepared by: _____ Rank: _____

Signature: _____ Date _____

Return to: Susteen C/O Grants Department 18818 Teller Ave. #102 Irvine CA, 92612

Or via Email to: grants@susteen.com www.secureview.us Call us at 949.341.0007 10/20/17

Susteen Announces an Industry First!
Law Enforcement and Government Agencies Only

Bypass Passcodes on Android phones including Burners and Chinese Chipsets.



The Burner Breaker is the only tool in the world, capable of breaking into thousands of Android and iOS devices including Burner and throw-away phones. Advanced features now include passcode bypass for **Galaxy S7** devices. Includes Secure View cell phone forensic software. Used by Human Trafficking task forces, ICACS, White Collar Crimes and major LE agencies throughout the country.

<<< NOW AVAILABLE >>> <<<GSA Contract # GS-35F-0041S>>>

The Burner Breaker Advantage

- Can bypass pincodes/passcodes/patterns on Galaxy S7 devices and easily acquire physical image.
- The Burner Breaker uses a state of the art robot with interior sensors. Can input thousands of passcodes per day into Android devices. Built in your lab.
- A high definition camera is part of your kit. The Burner Breaker software will create an evidence report using this camera.
- Phones stuck in evidence lockers can now be opened for new evidence. No Chip-off or JTAG required. Easy access for all investigators.
- Software and Hardware built in the United States of America.
- **Recently awarded Popular Science Magazine's "Best of What's New" in Security.**

Susteen Announces an Industry First! Law Enforcement and Government Agencies Only



Contact us today: 949.341.0007

Description of Project:

- **Goals:** All Susteen products should be used by law enforcement agencies to help better build cases and increase conviction rates. This should be a benefit to the community that they serve.
- **Objectives:** To facilitate law enforcement's quantitative edge over criminals, while creating software and hardware solutions here in the United State of America.
- **Outcome:** The ability to pull advanced data from cell phones quickly and efficiently.

Description of the Product and What is Included:

- **Secure View 4:** The "go to" software for the cell phone forensic investigator. Secure View 4 supports data acquisition on over 16,000 phones, tablets and devices. Secure View is the only mobile forensic tool that provides 3 specific processes for examination: Acquire, Analyze, and Report. Full analytics allow for the detection and reporting of evidence. Acquire and analyze physical images from cell phones. Recover additional Application Data and Deleted Data from Smart Phones. **APEX** is an easy-to-use physical deleted data analyzer, which gives the investigator advanced options for viewing SQL Databases, DL files, image files and iOS backup files.
- **Cloud Explorer:** Pulls passcodes off of browser history and data directly from the cloud. Facebook, Twitter, Dropbox, Yahoo, iCloud and more. Analyze cloud evidence with timeline, GPS results and image gallery. Works with all mobile forensic tools.

Susteen Announces an Industry First!

Law Enforcement and Government Agencies Only

- **Burner Breaker**
Pincode/passcode/pattern
breaking Robot: This hardware/software combination will allow Law Enforcement and Government Agencies easy access to thousands of locked phones. Up until now, no company in the world has had the capability of breaking into “burner, pre-paid, throw-away” phones and non USB OTG Android phones without using invasive chip-off or JTAG. These phones can be categorized as pre-paid phones including smart phones that are non USB OTG compliant. Some examples include common Android phones found in Walmart, 7-11, Target and other distributors. Other examples would be phones found outside the US, including Central and South America, Asia, Europe and most Chinese Chipset phones. Now unlocks iOS devices.



Budget:

GSA options are available. Hardware and software built in government labs with unlimited passcode cracking and training starting under \$8,100. Per phone passcode breaking starting at \$599 per phone. Site licenses for multiple investigators available.



Burner Breaker users include: VIRGINIA STATE POLICE, DOJ FEDERAL BUREAU OF PRISONS, MIDDLESEX SHERIFF'S OFFICE, LOUISVILLE METRO POLICE DEPT, ALLEGHENY COUNTY POLICE, UNIVERSITY OF OKLAHOMA PD, KNOXVILLE POLICE DEPARTMENT, TEXAS DEPT OF PUBLIC SAFETY, FEDERAL AGENCIES, ORANGE COUNTY DA, METRICH, LAKE COUNTY HIDTA, RCFL-Orange County, SUTTER COUNTY DA, ANDERSON COUNTY SHERIFF and MORE!

Contact us today for an official quote:

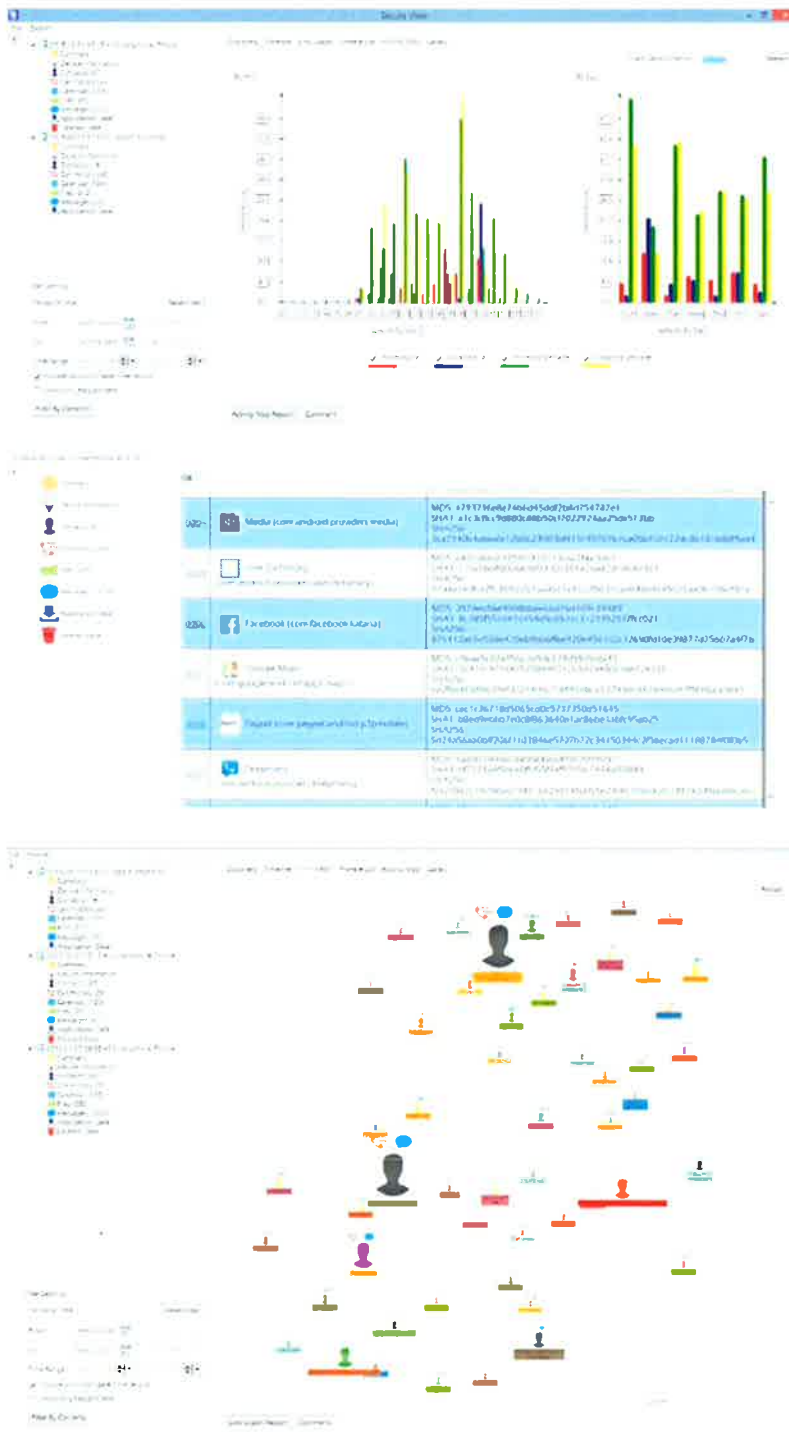
949.341.0007

sales@susteen.com

GSA Contract # GS-35F-0041S

DUNS #: 797052701

Susteen Announces an Industry First! Law Enforcement and Government Agencies Only



SECURE VIEW

Secure View is the go-to tool for the forensic investigator. In use, at over 1000 law enforcement agencies nationwide.

Easily acquire data on thousands of phones and use advanced analytical tools to search through texts, calls, application data, history, images and more.

Secure View allows investigators to easily create evidence reports and complete reports on data. HASH values ensure evidence is correct and submissible.

Secure View can be implemented in the office or taken out into the field for quick acquisition of evidence.

Logical and Physical acquisitions are available for increased deleted data parsing. Analyze the Cloud and break pincodes and passcodes with our suite of tools.



The Burner Breaker is the only tool in the world, capable of breaking into phones that are not USB OTG compatible. These include thousands of Android and iOS devices including Burner and throw-away phones. [Now works with the iPhone 7 and offers instant access to Galaxy S7 devices.](#)

Tips for Burner Breaker Use:

- Can bypass pincodes/passcodes/patterns on Galaxy S7 devices using software version.
- The Burner Breaker uses a state of the art robot with interior sensors. Can input up to 180 passcodes per day into iPhone 7 devices.
- A high definition camera is part of your kit. The Burner Breaker software will create an evidence report using this camera.
- Phones stuck in evidence lockers can now be opened for new evidence.



What's new with Secure View in 2017

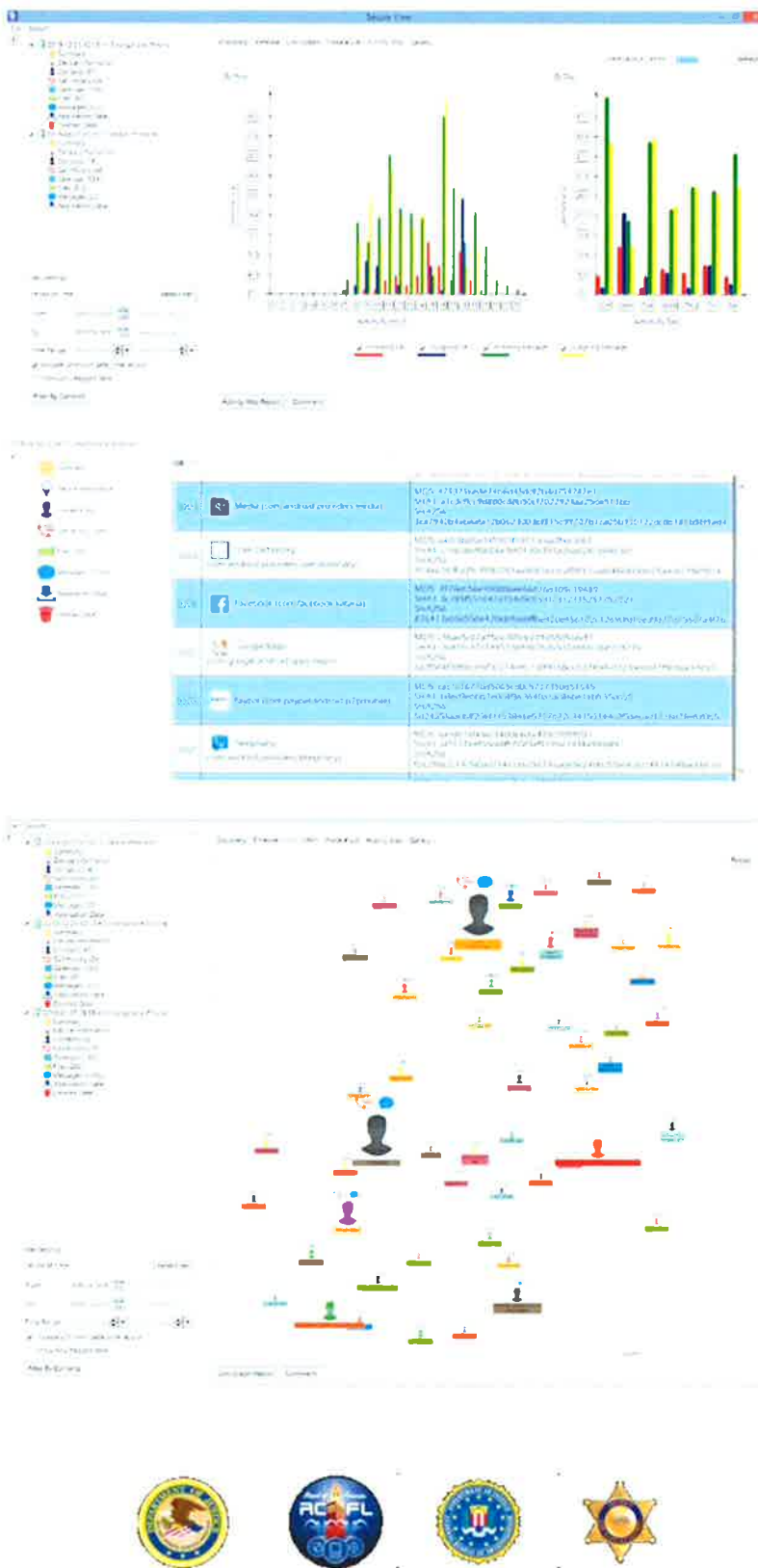
Burner Breaker users include: Virginia State Police, DOJ FEDERAL BUREAU OF PRISONS, MIDDLESEX SHERIFF'S OFFICE, LOUISVILLE METRO POLICE DEPT, ALLEGHENY COUNTY POLICE, UNIVERSITY OF OKLAHOMA PD, KNOXVILLE POLICE DEPARTMENT, TEXAS DEPT OF PUBLIC SAFETY, Federal Agencies, ORANGE COUNTY DA, METRICH, LAKE COUNTY HIDTA, RCFL-Orange County, SUTTER COUNTY DA, ANDERSON COUNTY SHERIFF and MORE!



Advanced Cloud Explorer can easily access the most important cloud services including: **Facebook, iCloud, Yahoo, Gmail, Dropbox, Twitter** and More. The Browser Data Analyzer can pull hidden **Username**s and **Password**s off of multiple browsers, allowing for easy access to Cloud services.

- Analyze the most important cloud services
- Create Evidence Reports on your findings
- Acquire Usernames and Passwords from user accounts
- Analyze data in Timeline, GPS and Gallery Formats

What's new with Secure View in 2017



SECURE VIEW

Secure View is the go-to tool for the forensic investigator. In use, at over 1000 law enforcement agencies nationwide.

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

(For BOC Use)
Item #
6C

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

Staff Contact: John A. Bowles
Department: Sheriff's Office
Short Title of Agenda Item:

Phone Number (Ext): 5102
Requested Agenda Date: 01/03/2018

Final Emergency Management Performance Grant (EMPG).

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Emergency Management**

Contractor/Entity Address: **PO Box 14370, Salem OR. 97309-5062**

Effective Dates – From: **July 1, 2017**

Through: **June 30, 2018**

Total Contract Amount: **\$38,525.00**

Budget Line:

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

101-117-3-30-3163

Reviewed By:

John A. Bowles 12/22/2017

Department Head

Required for all BOC meetings

[Signature] 12/29/17
DATE

Admin. Officer/BOC Office

Required for all BOC meetings

Justin Nelson 12/22/2017

County Counsel

*Required for all legal documents

[Signature] 12/29/17
DATE

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

DATE

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

I started working on the EMPG process May of 2017. I completed the grant and application process, informed the BOC, Finance and County Manager. The county manager signed the application before it was set to the Oregon Emergency Management. When the EMPG application was sent we had no idea if it would be approved or the amount if it was approved.

On July 3, 2017 I received notification from OEM that the Morrow County EMPG was approved and officially began on July 1, 2017. The amount, official letter or contract was not available at this time. I was advised to complete the required Morrow County monthly reports starting on July 1, 2017. All reports have been complete and sent monthly as required.

I sent emails asking the status of the contract and was informed they were not completed. In late September I received an email advising that OEM had received the amount awarded by the state for the EMPG program so they would be working on contracts with the applied counties. In December 2017 I received the contract before you from OEM.

Again I have completed and sent the monthly and quarterly reports to OEM as required. Starting in July of 2017.

2. FISCAL IMPACT:

This is a positive for Morrow County. \$38,525.00 was granted to use for the Emergency Management Program. These funds go to cover salary, equipment, travel and training. I see these funds covering the cost of (Alert Sense, Drone Program, Ham Radios ect.) just some current ideas I'm working on. The work and reporting, has been and will be completed by the county Emergency Manager.

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

Move to accept the:

Oregon Military Department, Office of Emergency Management, Emergency Management Performance Grant CFDA#97.042

Morrow County \$38,525.00, Grant No: 17-525

as presented and direct the Finance Department to implement the EMPG revenue funds into the 101 Emergency Management budget.

☒ Attach additional background documentation as needed.

Kate Knop

From: John Bowles
Sent: Friday, January 05, 2018 2:49 PM
To: Kate Knop
Cc: Darrell Green
Subject: Fwd: EMPG Grant

Kate,

See email from Kelly Jo Craigmiles.

Kelly Jo is the person I stay in contact with to make sure all requirements and reporting is completed and accurate.

I hope this is clarification on the questions you had that I was trying to explain.
The EMPG is received by many counties in Oregon including Gilliam and Umatilla.

If yes. Then I will continue with the EMPG requirements, reporting and Morrow County will see the funds. We will need to add the funds as revenue on EM Budget. And next year based on Kelly Jo's information we could expect an EMPG prediction of over \$60,000.00. This is all based off work completed by me.

If no. Then no funds and less work for me.

Let me know so I know which direction to go.

I hope this answers your questions.

Undersheriff Bowles

Sent from my iPhone

Begin forwarded message:

From: "Craigmiles, Kelly Jo" <kelly.jo.craigmiles@mil.state.or.us>
Date: January 5, 2018 at 10:44:53 AM PST
To: John Bowles <jbowles@co.morrow.or.us>
Cc: "Day, Natalie" <natalie.day@mil.state.or.us>
Subject: EMPG Grant

Good morning John. I wanted to follow up in writing our discussion of earlier today on the EMPG grant so you have it for your records.

We honestly don't care what you get paid, or what you have in the salary line item. We will reimburse 50% of your eligible costs for salary, supplies, services, utilities, disaster response, etc.

For example, you are the Undersheriff, so your salary is paid by the SO. Your full salary and benefits would be listed on the budget sheet, whatever it is. Since you are a part time emergency manager you have to document your hours (via a timecard or other mechanism) to show the number of hours dedicated to EM. It is those hours that we will reimburse. So if you have 10 hours one week and 32 another we prorate your overall salary and reimburse based on the 42 hours dedicated to EM.

I've included Natalie, my wonderful EMPG fiscal goddess, in the email as she may be able to better explain than I have. If your finance folks have questions or concerns she will be the best to speak their language 😊

As soon as we receive your signed grant agreement we will be able to reimburse the requests for reimbursement you've been diligently submitting (in fact Nat has everything ready to go into our payment system).

Hope that helps. KJ

Kelly Jo Craigmiles
Oregon Office of Emergency Management
Operations & Emergency Program Coordinator
EMAC Coordinator
PO Box 14370
Salem, OR 97309-5062
503-378-2865

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT**

CFDA # 97.042

MORROW COUNTY

\$38,525

Grant No: 17-525

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2017** and ending, unless otherwise terminated or extended, on **June 30, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 5.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$38,525** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2017 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

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

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2017 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

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

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

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

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

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

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

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

10. Termination

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

11. GENERAL PROVISIONS

- a. **Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed

to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

MORROW COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

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

Subrecipient Fiscal Contact:

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

OEM

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date November 21, 2017

OEM Program Contact:

Kelly Jo Craigmiles
Operations and Emergency Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2865
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:

Natalie Day
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
natalie.day@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2017 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2017 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

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

Grant Funds:	\$38,525
Match Funds:	\$38,525
Total Budget:	\$77,050

Personnel Services – John Bowles	\$42,050
General Office Supplies	\$
Other Supplies	\$9,000
Rent	\$
Phone	\$3,000
Other Utilities	\$
Contractual/Professional Services	\$
Maintenance Costs	\$10,000
Travel/Vehicle Expenses/Mileage	\$2,000
Training/Workshops/Conferences	\$11,000
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$77,050

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

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

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

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

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

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
 3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
 4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- S. Funding Agreements.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

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

Bodily Injury, Death and Property Damage:

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

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

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

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Morrow County
 - (ii) Sub-recipient's DUNS number: 010741189
 - (iii) Federal Award Identification Number (FAIN): EMS-2017-EP-00001-S01
 - (iv) Federal Award Date: September 21, 2017
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2017 to June 30, 2018
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$38,525
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$38,525
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$38,525
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,254,537
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

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



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

(For BOC Use)
Item #
led

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

Staff Contact: Kate Knop

Department: Finance

Short Title of Agenda Item: **Budget Calendar FY 2018-19**

Phone Number (Ext): 5302

Requested Agenda Date: 1/10/2018

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
<i>[Signature]</i>	DATE	
_____	Admin. Officer/BOC Office	Required for all BOC meetings
<i>[Signature]</i>	DATE	
_____	County Counsel	*Required for all legal documents
<i>[Signature]</i>	DATE	
_____	Finance Office	*Required for all contracts; other items as appropriate.
<i>[Signature]</i>	DATE	
_____	Human Resources	*If appropriate
_____	DATE	

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

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

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

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

Present and discuss tentative budget calendar for fiscal year 2018-19.

2. FISCAL IMPACT:

N/A

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

Recommend changes and/or action to finalize budget calendar for FY 2018-19.

Budget Calendar for FY 2018-19

January 10

Meeting with BOC to outline process

Long Range Planning Workshop

- General financial position overview: Kate
 - Beginning and ending fund balance
- Revenue Forecast
- Long range objectives
- “FTE Ask”
- Grant process?
- Budget Committee Workshop?

January 19

Budget worksheets, instructions, and calendars sent out

January 31

FTE Ask due to Administrative Officer

TBD

Compensation Committee Meeting

February 16

Budget Requests due back to Finance Department

- Budget preparation-Kate
- Fund restructure – Kate
 - Department Restructure
 - Finance & HR
 - General Maintenance
- FTE Ask – Darrell, Karen, & Kate
 - Review, calculate, & prepare for BOC approval

March 9-16

Department Meetings to Discuss Budget Requests

- 15 minutes each. Darrell and Kate
- Kate and Darrell discussion and decisions on which decision packets to include
- Creation of spreadsheet that lists all decision package requests. This should denote what is included and not included in the recommended budget.
- Fund restructure – Kate
 - Department Restructure
 - Finance & HR
 - General Maintenance
- Background Documentation/Narrative
 - Revenue – Kate directed
 - Charts and Graphs – Kate

March 26	Publish 1st Budget Comm. Meeting Notice
	Publish Budget Comm. Meeting Notice to County Website
April 17-19	Budget Committee Meetings
	<ul style="list-style-type: none"> • Schedule TBD
May 2	Publish Budget Financial Summary and Notice of Hearing
May 16	Public Hearing on Budget
June 20	Adopt Budget
July 6	File Budget with County Assessor
September 15	File copy of budget with County Clerk



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
Item #

7a

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

Staff Contact: Carla McLane

Department: Planning

Short Title of Agenda Item: **Planning Update**

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

Requested Agenda Date: January 10, 2018

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Total Contract Amount:

Through:

Budget Line:

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

Reviewed By:

Carla McLane Bm 1/8/18 Department Head

Required for all BOC meetings

Samuel Doherty 1/8/18 Admin. Officer/BOC Office

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The following represent the topics for Wednesday's Planning Update:

A. DOGAMI Request: A letter of support has been requested concerning anticipated work around multi-hazard risk assessment. This would be welcomed in relation to the Natural Hazard Mitigation Plan and would provide improved inputs into the next update. See attached.

B. Navy Letter: Conversation has been initiated and Idaho Power continues to request and support a letter from either the Board or the local stakeholders to Senator Wyden seeking to hold the Navy accountable to their previous time line. Conversation has been initiated with the stakeholders, but final work needs to be done. Should the Board be supportive it appears the agreeable path is for the Board to send a letter that the Stakeholders would support. A draft letter could be available for consideration within the next week or so.

C. Boardman Annexation: The Port of Morrow has made application to annex up to 180 acres into the city limits property that is currently in the Boardman Urban Growth Boundary. There are at least two follow up processes that are pending, one driving notice to be placed on the property most likely prior to the annexation being complete. This could cause jurisdictional confusion. See attached.

D. Buildable Lands Inventory and Housing Analysis: Work continues on the development of the Request For Proposals to complete the BLI and HA, along with a simple Intergovernmental Agreement between the County and each of the communities. I will know for sure on Wednesday if all five communities are committed to the process; last weeks MCCEDTF meeting allowed for significant discussion of the draft RFP. Once the draft RFP and IGA are complete they will be vetted through County Counsel, then to the Board for adoption and signature.

2. FISCAL IMPACT:

The BLI and HA will have a fiscal impact which has been budgeted for in the Building Permit Fund.

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

The only item that requires action at this point is the DOGAMI support letter which can be in the form of consensus. Should a motion be desired the following would be appropriate: "I move to authorize Planning Director Carla McLane to submit a letter of support to DOGAMI for the proposed Multi-Hazard Risk Assessment."

☒ Attach additional background documentation as needed.



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

Brad Avy
Director and State Geologist
Oregon Department of Geology and Mineral Industries (DOGAMI)
800 NE Oregon Street
Portland, OR 97232

Dear Mr. Avy,

It is with great pleasure that I provide this letter of support for DOGAMI's Multi-Hazard Risk Assessment proposal. As you know, it is imperative that Morrow County land use planners, engineers and others have detailed and reliable hazard maps and risk analysis to support planning, investments, development of policies, and other risk reduction activities.

This project aligns with the Morrow County Planning Department's mission of disaster risk reduction and the County's commitment to community resilience. More specifically the following Morrow County agencies will benefit from this project:

- *Morrow County Planning Department* will use the information to update the County's Comprehensive Plan and coordinate changes to land use laws and zoning regulations governing existing or proposed development. Morrow County will also integrate the multi-hazard risk data in the next update of the county's Natural Hazard Mitigation Plan and work with Emergency Management to inform related emergency response plans. Hazard risk information will help improve public education and mitigation efforts, and advance community disaster resilience at the neighborhood level.
- *Morrow County Public Works* will use the information to assess whether hazard prone areas will impact evacuation, damage assessment and other transportation planning routes. Additionally, this information will enable Public Works to better evaluate the risk and vulnerability of their infrastructure and use the information to inform future asset management plans.

This proposal will contribute to development practices and investment decisions that improve public health and safety. We are looking forward to the successful conclusion of this project and are pleased to champion this effort.

Respectfully,

Carla McLane, Director
Morrow County Planning Department

CITY of BOARDMAN

Community Development

STAFF REPORT

DATE: January 3, 2018

TO: Boardman City Council and Interested Parties

FROM: Barry C. Beyeler, Community Development Director

SUBJECT: Annexation of 211.38 Acres of Port Industrial Land

On December 19, 2017, the city received an application to petition for annexation of 211.38 acres of Port of Morrow (POM) industrial land. The properties included in the POM request are as follows:

- 1) Morrow County Tax Map 4N 25E 2: #100 – 7.94 acres, #112 – 13.37 acres
- 2) Morrow County Tax Map 4N 25E 3: #101 – 12.17 acres
- 3) Morrow County Tax Map 4N 25E 10: tax lot #100 – 46.64 acres
- 4) Morrow County Tax Map 4N 25E 11: tax lots #200 – 0.90 acres, #201 – 48.32 acres, #203 – 15.6 acres, #204 – 10.20 acres, #205 – 8.00 acres, #300 – 8.80 acres, #302 – 2.34 acres, #303 – 7.69 acres, and #401 – 20.00 acres.

All of these properties are owned by the Port of Morrow, which is the petitioner for annexation, of the above properties. The properties total 168.49 acres. Rights-of-Way (R-O-W) within the boundaries, total 9.41 acres. These R-O-W's are necessary to form a contiguous boundary for the annexation, to match up with existing City boundaries. The R-O-W.s bring the total area being annexed to 211.38 acres.

The POM provided deeds and legal descriptions for all of the above mentioned properties and have prepared a legal description of the area to be annexed, in the application packet as Exhibit A. They have also included a Petition for Annexation Narrative, included as Exhibit B, which after review, the city concurs with the narrative and the legal soundness of the annexation request. Rather than a regurgitation of the narrative please review Exhibit B. Also included is a map of the area to be annexed Exhibit C.

The City welcomes this request as there is currently, no Industrially zoned lots available within the city limits. With the construction of the SAGE Center, Neal Early Learning Center, BMCC Workforce Training Center, the Boardman Pool and Recreation Center, and the Lamb-Weston East Plant have consumed the previously vacant Industrially zoned land within the city limits. The additional 211.38 acres will provide for larger scale industrial development to occur within the City.



City of Boardman Land Use Application

Date: 12-19-17

Owner: Pent of Morrow Phone: (541) 481-7678
Address: P.O. Box 200 City: Boardman State: OR Zip: 97828
Applicant or Agent: Gary Neal Phone: (541) 481-7678
Address: _____ City: _____ State: _____ Zip: _____
Property Address: _____ Designed Zone: _____
Map Number: _____ Lot: _____ Block: _____
Subdivision: _____ Tax Lot(s): _____
Proposed Usage: _____

Estimated Construction Cost Evaluation: \$ _____ Total Square Footage: _____

Requested Action: (Please circle one)

Zone Change Variance Conditional Use Permit Property Line Adjustment
Partition Subdivision Preliminary Plat Other: ANNEXATION

The following material and supplemental information must be submitted with this application as a requirement for submittal to the Planning Commission:

Plans and specifications, drawn to scale, showing the actual shape, setbacks and dimensions of the property to be used, together with a plot plan and vicinity map of the subject property. The size and location of the property, buildings, other structures; and use of buildings or structures, existing and proposed.
Plot plan indicating all on/off-site improvements, including streets, fire hydrants, water and sewer facilities, etc.

I acknowledge that I am familiar with the standards and limitations set forth by the City of Boardman Zoning Ordinance, and that additional information and materials may be required. I fully intend to comply with plans and specifications submitted with this application. I do hereby certify that the above information is correct and understand that issuance of a permit based on this application will not exonerate me from complying with the effective Ordinances and Resolutions of the City of Boardman and Statutes of Oregon, despite any errors on the part of the issuing authority in checking this application.

Signature: Gary Neal, General Manager Date: 12-19-17
(Owner, Applicant, or Agent)

Staff Comments: _____

Recommended Action: _____

Planning Commission: Approved Not Approved

Date: _____ Signature: _____

PEITION

Petition Signature Sheet Annexation by Individuals

We, the following property owners/electors, consent to the annexation of the following territory to the City of *(Insert Name of City)*:

Signature	Date Signed m/d/y	Print Name	Residence Address (street, city, zip code)	Map and Tax Lot Number (example: 17-04-03-00-00100)	Land Owner	Reg Voter	Acres (qty)
1. <i>[Signature]</i>	12-19-17	<i>Gary Neal</i> <i>Financial Manager</i> <i>Port of Morrow</i>			<input checked="" type="checkbox"/>		
2. <i>[Signature]</i>							
3.							
4.							
5.							

Note: With the above signature(s), I am attesting that I have the authority to consent to annexation on my own behalf or on behalf of my firm or agency. (Attach evidence of such authorization when applicable.)

I, _____ (printed name of circulator), hereby certify that every person who signed this sheet did so in my presence.
X _____ (signature of circulator)

CERTIFICATION OF PROPERTY OWNERS

The total landowners in the proposed annexation are ____ (qty). This petition reflects that ____ (qty) landowners (or legal representatives) listed on this petition represent a total of ____ (%) of the landowners and ____ (%) of the acres as determined by the map and tax lots attached to the petition. A&T is not responsible for subsequent deed activity which may not yet be reflected on the A&T computerized tax roll.

CERTIFICATION OF ELECTORS

The total active registered voters in the proposed annexation are _____. I hereby certify that this petition includes _____ valid signatures representing ____ (%) of the total active registered voters that are registered in the proposed annexation.

County Department of Assessment and Taxation

Date Certified

County Clerk or Deputy Signature

Date Certified

Consent to Annexation

Consent is hereby given to the annexation by the City of Boardman, Oregon of the following described real property:

Map and Tax Lot: _____ Address: _____

Legal Description: Attached

In the corporate limits of said city, which is owned by the undersigned

DATED this 19th day of December, 2017.

Gary Neal, General Manager
Port of Morrow

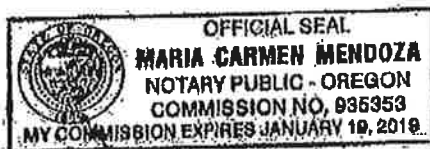
STATE OF OREGON)

County of Morrow)
JSS

On this 19th day of December, 2017, before me, the undersigned, a notary public in and for the said county and state, personally appeared within-named,

Gary Neal, General Manager
Who is known to me to be the identical individual described herein and who executed the same freely and voluntarily.

Seal:



IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written:

CM
Notary Public for Oregon

My Commission Expires: 1/19/19

EXHIBIT "A"
LEGAL DESCRIPTION
Port of Morrow – Land Annexation to City of Boardman

Township 4 North, Range 25, East of the Willamette Meridian,
In the County of Morrow, State of Oregon.

SECTION 2: All that Portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying South of the South Right of Way Line of the Union Pacific Railroad Mainline.

EXCEPTING: A 75' wide strip of land lying parallel and adjacent to the said South Right of Way line of the Union Pacific Railroad Mainline extending from a point 1,800 feet West of, when measured at right angles from, the East line of said Section 3 to a point 1,000 feet East of, when measured at right angles from, the East line of said Section 3.

SECTION 3: All that Portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of the South Right of Way Line of the Union Pacific Railroad Mainline and East of the East line of the Port of Morrow Food Processing Park Plat or projection thereof.

EXCEPTING: A 75' wide strip of land lying parallel and adjacent to the said South Right of Way line of the Union Pacific Railroad Mainline extending from a point 1,800 feet West of, when measured at right angles from, the East line of said Section 3 to a point 1,000 feet East of, when measured at right angles from, the East line of said Section 3.

SECTION 10: All that Portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and that Portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying East of the Port of Morrow Food Processing Park Plat.

SECTION 11: All that Portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$;

All that Portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$,

All that Portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying South of the Northerly Right of Way line of Columbia Avenue;

All that Portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying North of the Northerly Right of Way Line of Rippee Road and that portion lying Southwest of the Northwesterly projection of the Southwesterly right of way line of said Rippee Road lying Northwest of that tract of land conveyed to Columbia River Processing by Deed 1999-59981.

All that Portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying North of the Northerly Right of Way Line of Interstate 84, AKA State Highway No. 30.

EXHIBIT "B"

Petition for Annexation Narrative

Applicant / Property Owner: Port of Morrow
P. O. Box 200
2 Marine Drive
Boardman, Oregon

Property Location: 211.38 acres of land located east of the existing city limits and north of I-84 within the City of Boardman Urban Growth Boundary

Introduction:

This application requests approval of an application to annex approximately 211.38 acres of land to the City of Boardman. The subject property is located north of I-84. The western boundary of the annexation area includes lands east of Laurel Lane, along Columbia Boulevard, and east of Ullman Blvd. The western boundary of the annexation area is the Boardman Urban Growth Boundary (UGB). The annexation will include Columbia Boulevard and these lands are contiguous to the existing Boardman city limits.

The subject property is described as Tax Lots 100 and 112 of Morrow County Assessor's Map 04N25E02, Tax Lot 101 of Morrow County Assessor's Map 4N25E03, Tax Lot 100 of Morrow County Assessor's Map 4N25E10, and 200, 201, 203, 204, 205, 300, 302, 303, and 401 of Morrow County Assessor's Map 04N25E11. These lands are included within the City's UGB.

The property is largely vacant but a portion includes an industrial warehouse and storage use. No development is proposed as part of this annexation request.

The property east of Columbia Boulevard carries a City zoning designation of Port Industrial. The lands west of Columbia Boulevard maintain a County zoning designation of General Industrial – County. Utility Lane will not be included in the annexation area but will continue to function as a county road serving the annexed lands. Upon annexation, these lands will retain their existing zoning designations. For those lands with County zoning, the City will apply the applicable county zoning and development standards for these lands until such time as the lands are rezoned.

The property is owned by the Port of Morrow. Under ORS 222.125, a city need not hold an election "when all of the owners of land in the territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing" to the annexation. Included within this application is a signed written consent to annexation signed by the General Manager for the Port of Morrow, the owner of the property subject to annexation, as certified by the Morrow County Assessor. There are no electors within the district. As a result, the City may proceed with annexing these lands by adoption of an ordinance and no election is required.

Compliance with Approval Criteria:

1. Compliance with ORS 195

ORS 195 requires coordination between cities and counties with regard to land use planning responsibilities. Morrow County has adopted a Comprehensive Plan that was acknowledged in 1986. The City maintains a Comprehensive Plan that was last subject to Periodic Review in 1988. In 1997, the City and County entered into a Joint Management Agreement for the purpose of facilitating the orderly

EXHIBIT "B"

transition of lands from rural to urban uses within the City's UGB. Pursuant to the IGA, the City must notify the County and special districts of the proposal 10 days prior to the annexation hearing. Such notice will be provided. The only affected service district is the Port of Morrow, the applicant for this request. The City maintains an urban service agreements with the Port of Morrow for the provision of services to the industrial zoned lands within the existing Industrial Park. Upon annexation, this agreement will be amended to expand the project area and to provide for the provision of public utilities and services after annexation.

2. Compliance with OAR 660-014-0060

OAR 660-014-0060 provides that annexation decisions made in compliance with an acknowledged comprehensive plan and implementing ordinances shall be deemed to also comply with the Statewide Land Use Goals. Findings explaining how the applicable comprehensive plan policies are set forth below. Therefore, the goals do not apply.

3. Compliance with Applicable Policies of the City's Comprehensive Plan

The City's Comprehensive Plan contains policies setting forth long-term land use planning objectives for the City. Only some of these policies are relevant to the subject annexation proposal.

a. Goal 2

Goal 2 requires coordination of comprehensive land use policies. Although most of the City's comprehensive plan policies relate to the downtown area, which are not relevant to this annexation proposal, Goal 2 does contain a single policy that is applicable:

8. The City will continue to work with the Port of Morrow to encourage development of industrial lands within the Urban Growth Boundary.

This annexation initiates the first step in planning for and facilitating greater development of the Port of Morrow industrial lands within the existing urban growth boundary.

b. Goal 9

Goal 9 sets forth the City's planning goals with regard to industrial lands. It acknowledges that "With the railroad, freeway and Columbia River to provide for the efficient movement of goods and services, the Port of Morrow industrial park is an excellent site for a new industrial activity." The plan policies that implement this objective include:

1. Advance the position of Boardman as a regional center for industry, power generation, commerce, recreation, and culture.

3. Allow for the creation of industrial park development with adequate off-street parking, landscaping, and site screening.

4. Promote cooperation among the city, the Port of Morrow, and other interested parties to facilitate the most effective uses of public facilities serving the planning area.

Annexation of these lands serves as the first step in providing for more intense urbanizations of these lands including subjecting them to City development standards including the provision of off-street parking, landscaping and site screening. The Port and the city support this annexation request and agree that expansion of the city boundaries, as proposed, will facilitate an effective up of public facilities.

EXHIBIT "B"

c. Goal 11

The City's Comprehensive Plan sets forth the status of the City's current urban services and identifies plans for the expansion of services necessary to service future development within the City's UGB. It is through compliance with the applicable plan policies, which follow, that an orderly and efficient extension of city services will occur.

- 1. The City shall assure urban services (water, sewer and storm drainage services and transportation infrastructure) to residential, commercial and industrial lands within the City's Urban Growth Area as these lands are urbanized.*
- 2. To minimize the cost of providing public services and infrastructure, the City shall discourage inefficient development without adequate public services and promote efficient use of urban and urbanizable land within the City's urban growth boundary, including requiring all urban development to be served by full urban services.*
- 5. The City shall promote coordination among the City, Port of Morrow, and other interested parties to facilitate the most effective uses of public facilities serving the planning area.*
- 7. The City shall coordinate provision of public services with annexation of land outside the City limits.*

Industrial and Domestic Water Supply

The City of Boardman and the Port of Morrow entered into an IGA in 1995, adopted as part of the annexation of the lands directly west and adjacent to the lands proposed for annexation in this application. The IGA states that the Port will supply industrial water necessary to serve the previously annexed area. Pursuant to that agreement, the Port has access to a sufficient supply of industrial water to serve existing and future industrial uses consistent with the existing zoning within the proposed annexation area. With regard to municipal water, the IGA explains that the Port owns and maintains a water distribution line along Columbia Blvd. An amendment to the IGA executed in 2012 provides for the construction a Port Intertie Line connecting the Columbia Blvd line with the City's water system. Such a connection will make it possible for the City to provide domestic water pursuant to its certificated water rights to service this area, however the Port will continue to provide domestic water, as necessary. The continued use of IGAs between the City and the Port evidences coordination in the provision of necessary utilities and services. Further, the City has an adequate water right of which, annexation and support of the City in developing this right, by the annexed property owners, will be most beneficial in advancing the position of Boardman as a regional center for industry, power generation and commerce. The water right use will help existing and future industries be more certain of their right to water.

Industrial and Domestic Wastewater Removal

The City / Port IGA goes on to explain that the Port shall provide all necessary industrial wastewater treatment. The City is in the process of completing a new Wastewater Facilities Master Plan and, with a successful annexation, projects within the area will be considered as part of the plan. Further, development within the annexation area will be subject to the payment of system development charges that will aid in funding necessary infrastructure improvements. In any event, the provision of municipal wastewater removal services is feasible and can be efficiently extended.

Solid Waste Removal

EXHIBIT "B"

Solid waste removal will be accommodated through the City's current agreement with a private disposal firm.

Fire and Police Services

The Boardman Police Department has capacity to serve this area. The Department is fully staffed and also has an Inter-Governmental Agreement for Mutual Aid with the Morrow County Sheriff Office. The City's fire services are provided by the Boardman Rural Fire Protection District. The Rural Fire District currently provides fire protection services to the annexation area and will continue to do so after annexation is approved.

d. Goal 12

Comprehensive Plan Goal 12, Policy 1 requires compliance with the City's Transportation System Plan. The City's Transportation System Plan was adopted and acknowledged in 2001. In 2011, the City, in conjunction with the County and ODOT, adopted an Interchange Area Management Plan (IAMP), considering the impact future development would have on the Port of Morrow interchange with I-84. The IAMP study area included lands within the Boardman UGB and growth demand took into account the existing traffic conditions coupled with a 15% growth rate south of the existing Union Pacific railroad main line. The IAMP identified a number of near-term improvements that, if made, over the 30-year planning horizon, will ensure adequate transportation capacity and movement along the highway to serve the lands subject to annexation.

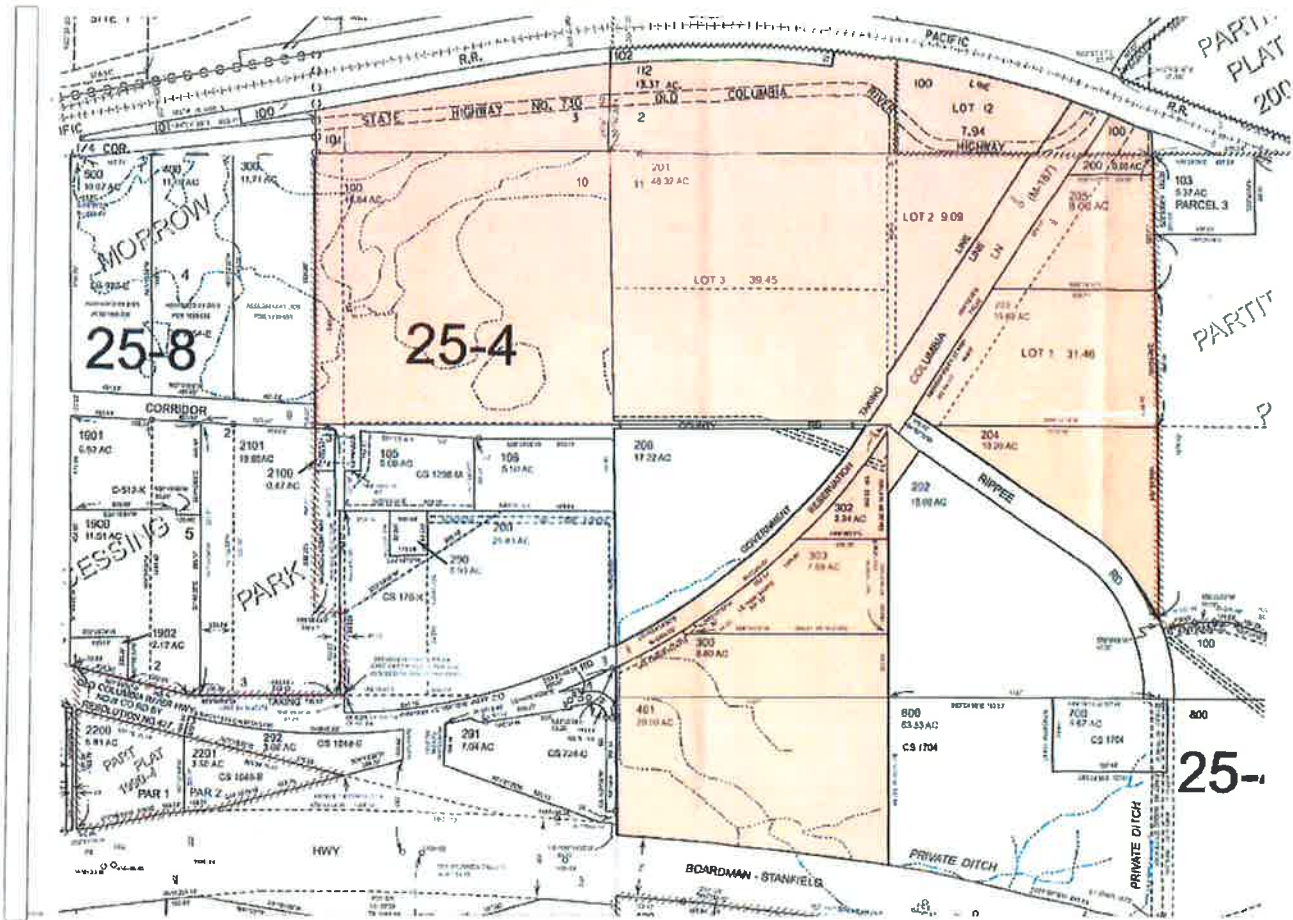
e. Goal 14

The introductory portion of Goal 14 requires a finding that "sufficient public facilities (including water, sewerage and transportation is available or will be installed in conjunction with any land development." As discussed in response to Goals 11 and 12 above, public facilities will be adequate to serve development as proposed.

1. *Encourage orderly conversion of urbanizable land (designated as Future Urban (FU) on the City's Zoning Map) in a pattern to assure economical extension of municipal services.*
2. *To manage growth so that urban areas are developed when urban services (water and sewer) are available. Land adjacent to the City limits are preferred for service over areas on the fringe (near the Urban Growth Boundary (UGB) so that service are extended in a logical and orderly fashion.*
3. *Avoid sprawl and leap-frog development by encouraging infill and compact redevelopment in appropriate areas of the City.*

RESPONSE: Although the subject property is not zoned Future Urban, annexation of these lands will assure the economical extension of municipal services because these lands are adjacent to the existing city limits and provide for the logical expansion of the City's industrial lands base. Further, a portion of these lands are already zoned and planned for urban-scale industrialization through the City's Port Industrial zoning designation. Where County industrial zoning exists, application of the County's zoning and development standards will ensure an adequate provision of services. By bringing these lands into the City authorizing further urbanization, the City is encouraging infill within the existing UGB and avoiding the need to expand the UGB in other areas.

EXHIBIT C



HEPPNER JUSTICE COURT
P O BOX 1125
HEPPNER, OR 97836

JCDI S2

DI STRI BUTI ON OF FI NES AND ASSESSMENTS
10/01/17 - 10/31/17

DOCKET CODE/ DESCR I PTI ON	TOTAL AMOUNT	CIT Y SHARE	COURT COSTS	COUNTY SHARE	JAI L ASSESS	STATE SHARE	I DP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
O COUNTY OFFICER	580.00	.00	.00	449.00	32.00	.00	.00	.00	4.00	95.00
T STATE OFFICER	170.00	.00	.00	30.00	16.00	72.00	.00	.00	2.00	50.00
Z DUI	250.00	.00	25.00	208.00	.00	.00	.00	.00	.00	17.00
V MI SD.	50.00	.00	50.00	.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	1050.00 *	.00 *	75.00 *	687.00 *	48.00 *	72.00 *	.00 *	.00 *	6.00 *	162.00 *

CIT Y SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MI SCELLANEOUS OTHER
FINE SHARE.00	FINE SHARE. 687.00	FINE SHARE. 72.00	OTHER.00
COURT COSTS.00	COURT COSTS. 32.00	UNI TARY AS.00	COMP. FI NES.00
CLERK COSTS.00	CLERK COSTS.00	DMV FEES.00	RESTI TUTI ON.00
	JAI L 60%00	STATE MI SC00	
SUPPL ASSESS.00	SUPPL ASSESS. 6.00	DWS CONV FEE.00	
	JAI L HB2562. 48.00	STATE OBLIG00	
NON- COST COURT.00	NON- COST COURT.00	VI CTI M ASSI ST.00	
	SMALL CLAI MS.00	JAI L 40%00	
COURT SECURI TY.00	COURT SECURI TY.00	LEMLA.00	REFUNDS.00
	ATTORNEY FEES. 43.00	I DP.00	COLL. AGY.00
		COURT SECURI TY.00	
TOTAL CIT Y .00 **	TOTAL COUNTY 816.00 **	SECTI ON 6B- CFA 162.00	
		TOTAL STATE 234.00 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF OCTOBER 2017

SIGNED

TITLE-- JUSTICE CT JUDGE DATE 1/08/18

Item #76

HEPPNER JUSTICE COURT
P O BOX 1125
HEPPNER, OR 97836

JCDI S2

DI STRI BUTI ON OF FI NES AND ASSESSMENTS
11/01/17 - 11/30/17

DOCKET CODE/ DESCR I PTI ON	TOTAL AMOUNT	CI TY SHARE	COURT COSTS	COUNTY SHARE	JAI L ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
O COUNTY OFFI CER	20.00	.00	.00	20.00	.00	.00	.00	.00	.00	.00
Z DUI I	200.00	.00	.00	200.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	220.00 *	.00 *	.00 *	220.00 *	.00 *	.00 *	.00 *	.00 *	.00 *	.00 *

CITY SHARE BREAKDOWN		COUNTY SHARE BREAKDOWN		STATE SHARE BREAKDOWN		MI SCELLANEOUS OTHER	
FI NE SHARE.....	.00	FI NE SHARE.....	220.00	FI NE SHARE.....	.00	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	.00	UNI TARY AS.....	.00	COMP. FI NES.....	.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTI TUTI ON.....	.00
		JAI L 60%.....	.00	STATE MI SC.....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	.00	DWS CONV FEE.....	.00		
		NON- COST COURT.....	.00	STATE OBLIG.....	.00		
NON- COST COURT.....	.00	SMALL CLAI MS.....	.00	VI CTI M ASSI ST.....	.00		
		COURT SECURI TY.....	.00	JAI L 40%.....	.00		
COURT SECURI TY.....	.00	TOTAL COUNTY.....	220.00 **	LEMLA.....	.00	REFUNDS.....	.00
TOTAL CI TY.....	.00 **			IDP.....	.00	COLL. AGY.....	.00
				COURT SECURI TY.....	.00		
				TOTAL STATE.....	.00 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF NOVEMBER 2017

SIG NED

TITLE-- JUSTICE CT JUDGE DATE 1/08/18

IRRI GON IRRI GON COURT
THIRD & MAIN PO BOX 130
IRRI GON, OREGON 97844

JCDI S2

DI STRIBUTION OF FINES AND ASSESSMENTS
12/01/17 - 12/31/17

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	580.00	.00	60.00	394.00	32.00	.00	.00	.00	4.00	90.00
I CITY OF BOARDMAN	175.00	.00	175.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	165.00	.00	30.00	112.41	13.59	.00	.00	2.00	2.00	5.00
T STATE OFFICER	15599.10	.00	1167.95	11293.01	833.00	73.00	.00	2.00	104.00	2126.14
Z DUI	15788.54	.00	326.00	6498.99	710.00	6130.55	.00	2.00	90.00	2031.00
W STATE WEIGHMAST	1220.00	.00	357.50	815.00	3.00	39.50	.00	.00	.00	5.00
V MISD.	700.49	.00	66.00	479.49	16.00	.00	.00	.00	4.00	135.00
F MARIJUANA LESS	888.00	.00	281.00	482.00	21.00	.00	.00	.00	2.00	102.00
D ANIMAL VIOLATION	10.00	.00	10.00	.00	.00	.00	.00	.00	.00	.00
	570.00	.00	.00	344.00	32.00	.00	.00	.00	4.00	190.00
** COLUMN TOTALS **	35696.13 *		2473.45 *		1660.59 *		.00 *		210.00 *	
		.00 *		20418.90 *		6243.05 *		6.00 *		4684.14 *

CITY SHARE BREAKDOWN

FINE SHARE.0.00
COURT COSTS.0.00
CLERK COSTS.0.00

SUPPL ASSESS.0.00

NON-COST COURT.0.00

COURT SECURITY.0.00

TOTAL CITY0.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.20009.18
COURT COSTS.387.00
CLERK COSTS.313.00

JAIL 60%37.55
SUPPL ASSESS.210.00

JAIL HB2562.1598.00
NON-COST COURT.1649.95
SMALL CLAIMS.0.00

COURT SECURITY.0.00
OFFENSE SURCHG.96.72
ATTORNEY FEES.436.50

TOTAL COUNTY24737.90 **

STATE SHARE BREAKDOWN

FINE SHARE.6093.55
UNITARY AS.149.50
DMV FEES.0.00
STATE MISC.0.00
DWS CONV FEE.0.00
STATE OBLIG.0.00
VICTIM ASSIST.0.00

JAIL 40%25.04
LEMLA.6.00
IDP.0.00
COURT SECURITY.16.00

SECTION 6B-CFA4458.14
TOTAL STATE10748.23 **

MISCELLANEOUS OTHER

OTHER.0.00
COMP. FINES.0.00
RESTITUTION.210.00

REFUNDS.0.00
COLL. AGY.0.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF DECEMBER 2017

SIGNED

TITLE-- JUSTICE CT JUDGE DATE 1/08/18

I RRI GON I RRI GON COURT
THIRD & MAIN PO BOX 130
I RRI GON, OREGON 97844

JCDI S2

DISTRIBUTION OF FINES AND ASSESSMENTS
10/01/17 - 10/31/17

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	537.00	.00	537.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMAN	816.82	.00	130.00	605.82	56.00	12.00	.00	2.00	6.00	5.00
O COUNTY OFFICER	22791.53	.00	1138.00	16823.92	1190.00	65.33	.00	8.00	145.93	3420.35
T STATE OFFICER	16456.17	.00	832.00	5807.67	800.00	6417.50	.00	.00	104.00	2495.00
Z DUI	3234.21	.00	603.50	2364.50	54.00	.00	.00	.00	2.00	210.21
W STATE WEIGHMAST	4455.00	.00	.00	3402.00	256.00	.00	.00	.00	32.00	765.00
V MISD.	2057.50	.00	374.00	1402.00	94.50	.00	.00	1.00	6.00	180.00
F MARIJUANA LESS	10.00	.00	10.00	.00	.00	.00	.00	.00	.00	.00
D ANIMAL VIOLATION	1319.27	.00	.00	222.00	16.00	.00	.00	.00	2.00	1079.27
** COLUMN TOTALS **	51677.50 *	.00 *	3624.50 *	30627.91 *	2466.50 *	6494.83 *	.00 *	11.00 *	297.93 *	8154.83 *

CITY SHARE BREAKDOWN

FINE SHARE.00
COURT COSTS.00
CLERK COSTS.00

SUPPL ASSESS.00

NON- COST COURT.00

COURT SECURITY.00

TOTAL CITY .00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.30493.25
COURT COSTS.962.00
CLERK COSTS.50.00

JAIL 60%132.30
SUPPL ASSESS.297.93

JAIL HB2562.2246.00
NON- COST COURT.2068.00
SMALL CLAIMS.0.00

COURT SECURITY.0.00
OFFENSE SURCHG.84.66
ATTORNEY FEES.594.50

TOTAL COUNTY 36928.64 **

STATE SHARE BREAKDOWN

FINE SHARE.6417.50
UNITARY AS.77.33
DMV FEES.0.00
STATE MISD.0.00
DWS CONV FEE.0.00
STATE OBLIG.0.00
VICTIM ASSIST.0.00

JAIL 40%88.20
LEMLA.11.00
IDP.0.00
COURT SECURITY.22.21

SECTION 6B- CFA 7053.35
TOTAL STATE 13669.59 **

MISCELLANEOUS OTHER

OTHER.0.00
COMP. FINES.0.00
RESTITUTION.1079.27

REFUNDS.20.00
COLL. AGY.0.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF OCTOBER 2017

SIGNED

TITLE-- JUSTICE CT JUDGE DATE 1/08/18

IRRI GON IRRI GON COURT
THIRD & MAIN PO BOX 130
IRRI GON, OREGON 97844

JCDI S2

DISTRIBUTION OF FINES AND ASSESSMENTS
11/01/17 - 11/30/17

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	93.00	.00	93.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMAN	295.60	.00	26.60	222.00	.00	.00	.00	.00	2.00	45.00
O COUNTY OFFICER	14350.21	.00	770.80	10200.34	771.00	117.00	.00	10.00	94.07	2387.00
T STATE OFFICER	19096.25	.00	670.00	6983.80	986.00	7140.45	.00	2.00	124.00	3190.00
Z DUI	4719.00	.00	618.00	3681.00	125.00	.00	.00	.00	16.00	279.00
W STATE WEIGHMAST	1095.00	.00	50.00	901.00	48.00	.00	.00	.00	6.00	90.00
V MISD.	1096.00	.00	200.00	456.00	.00	.00	.00	.00	.00	440.00
F MARIJUANA LESS	100.00	.00	100.00	.00	.00	.00	.00	.00	.00	.00
D ANIMAL VIOLATION	551.23	.00	.00	100.00	.00	.00	.00	.00	.00	451.23
** COLUMN TOTALS **	41396.29 *	.00 *	2528.40 *	22544.14 *	1930.00 *	7257.45 *	.00 *	12.00 *	242.07 *	6882.23 *

CITY SHARE BREAKDOWN

FINE SHARE..... .00
COURT COSTS..... .00
CLERK COSTS..... .00

SUPPL ASSESS..... .00

NON- COST COURT..... .00

COURT SECURITY..... .00

TOTAL CITY..... .00 **

COUNTY SHARE BREAKDOWN

FINE SHARE..... 22544.14
COURT COSTS..... 728.00
CLERK COSTS..... .00

JAIL 60%..... 67.20
SUPPL ASSESS..... 242.07

JAIL HB2562..... 1818.00
NON- COST COURT..... 1467.40
SMALL CLAIMS..... .00

COURT SECURITY..... .00
ATTORNEY FEES..... 333.00

TOTAL COUNTY..... 27199.81 **

STATE SHARE BREAKDOWN

FINE SHARE..... 7140.45
UNITARY AS..... 117.00
DMV FEES..... .00
STATE MISD..... .00
DVS CONV FEE..... .00
STATE OBLIG..... .00
VICTIM ASSIST..... .00

JAIL 40%..... 44.80
LEMLA..... 12.00
IDP..... .00
COURT SECURITY..... 186.00

SECTION 6B-CFA..... 5828.75
TOTAL STATE..... 13329.00 **

MISCELLANEOUS OTHER

OTHER..... .00
COMP. FINES..... .00
RESTITUTION..... 867.48

REFUNDS..... 110.00
COLL. AGY..... .00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF NOVEMBER 2017

SIGNED

TITLE-- JUSTICE CT JUDGE DATE 11/08/18

HEPPNER JUSTICE COURT
P O BOX 1125
HEPPNER, OR 97836

JCDI S2

DI STRI BUTI ON OF FI NES AND ASSESSMENTS
12/01/17 - 12/31/17

DOCKET CODE/ DESCR I PTI ON	TOTAL AMOUNT	CIT Y SHARE	COURT COSTS	COUNTY SHARE	JAI L ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
O COUNTY OFFI CER	440.00	.00	.00	332.00	16.00	.00	.00	.00	2.00	90.00
Z DUI I	48.00	.00	23.00	25.00	.00	.00	.00	.00	.00	.00
	20.00	.00	20.00	.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	508.00 *		43.00 *	357.00 *	16.00 *		.00 *		2.00 *	90.00 *
		.00 *				.00 *		.00 *		

CIT Y SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.00	FINE SHARE. 357.00	FINE SHARE.00	OTHER.00
COURT COSTS.00	COURT COSTS. 43.00	UNITARY AS.00	COMP. FI NES.00
CLERK COSTS.00	CLERK COSTS.00	DMV FEES.00	RESTI TUTI ON.00
	JAI L 60%00	STATE MI SC.00	
SUPPL ASSESS.00	SUPPL ASSESS. 2.00	DVS CONV FEE.00	
	JAI L HB2562. 16.00	STATE OBLI G.00	
NON- COST COURT.00	NON- COST COURT.00	VI CTI M ASSI ST.00	
	SMALL CLAI MS.00	JAI L 40%00	
COURT SECURI TY.00	COURT SECURI TY.00	LEMLA.00	REFUNDS. 40.00
		IDP.00	COLL. AGY.00
TOTAL CIT Y	TOTAL COUNTY	COURT SECURI TY.00	
.00 **	418.00 **	SECTI ON 6B- CFA 90.00	
		TOTAL STATE 90.00 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL
BONDS FORFEITED IN THIS COURT DURING THE MONTH OF DECEMBER 2017

SIGNED

TITLE-- JUSTICE CT JUDGE DATE 1/08/18