

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, October 12, 2022 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
Zoom Meeting Information on Page 2

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: September 28, 2022; October 5, 2022
- 5. Business Items**
 - a. Resolution No. R-2022-18 In the Matter of Increasing Appropriations For Fiscal Year Beginning July 1, 2022
Price Increase – Three Category D Public Transit Buses; (Katie Imes, Transit Manager)
 - b. Rural Veteran’s Healthcare Transportation Purchased Services Agreement with Good Shepherd 2022-2023 (Katie Imes, Transit Manager)
 - c. Resolution No. R-2022-19 In the Matter of Increasing Appropriations for Fiscal Year Beginning July 1, 2022 Road Fund Supplemental Budget – Amazon Road Use Agreement
 - d. County Review Comments of Preliminary Application for Site Certificate for Proposed Wagon Trail Solar
 - e. Preliminary Discussion of Sheriff Appointment
- 6. Old Business**
 - a. Chief of Staff Interim (Lindsay Grogan, HR Director)
 - b. AOC Product Tasting Discussion (Karie Walchli)
- 7. Department Reports**
 - a. Tourism Report (Karie Walchli)
 - b. Planning Dept. Monthly Report (Tamra Mabbott, Planning Director)
 - c. Treasurer Monthly Report (Jaylene Papineau, Treasurer)
 - d. Veteran’s Quarterly Report (Linda Skendzel, Veterans Service Officer)
 - e. Justice Court Quarterly Report (Glen Diehl, Justice Court Judge)
- 8. Commissioner Liaison Reports**
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Signing of documents**
- 12. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Chair Jim Doherty at (541) 571-0584.

Zoom Meeting Information

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

Password: 97836

Meeting ID: 541-676-2546

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

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

**Morrow County Board of Commissioners Meeting Minutes
September 28, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person:

Karen Wolff, Board Staff

Present by Zoom:

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Call to Order and Pledge of Allegiance 8:02 a.m.

Consent calendar

Commissioner Lindsay requested to remove Public Health Contract for further review.

Commissioner Lindsay moved to approve the balance of the Consent Calendar: Accounts Payable and Payroll Payables; Subdivision Plat: Walnut Grove Estates. Commissioner Russell seconded. Unanimous approval.

Business Items

Public Health Contract with Local Provider for Family Planning Services

Commissioner Lindsay requested to correct the termination clause. Words say thirty days notice, but numbers say 60 days notice.

Commissioner Lindsay moved to approve the Physician Assistant-Certified Agreement between Morrow County and Morrow County Health District beginning October 1, 2022 to provide a Local Provider for Family Planning Services with termination upon thirty (30) days notice. Commissioner Russell seconded.

Department Reports

Road Report

The Board reviewed the written Road Report and accepted by consensus.

Adjourn 8:07 a.m.

Morrow County Board of Commissioners Meeting Minutes
October 5, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person:

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

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

City and Citizen Comments

Debbie Radie, VP Operations, Boardman Foods

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

Chair Doherty agreed.

Open agenda

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

Consent Calendar

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

Business Items

Water Coordinator RFP Proposal

Tamra Mabbott, Planning Director

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

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

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

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

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

Road Use Agreement With Amazon Data Services

Eric Imes, Public Works Director

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

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

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

Purchase Preauthorization V-Plow

Mike Haugen, Assistant Road Master

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

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

Highly Rural Transportation Grant

Katie Imes, Transportation Manager

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

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

Old Business

Purchase Preauthorization Minivan

Katie Imes, Transportation Manager

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

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

Discussion.

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

Administrator/Chief of Staff Position

Lindsay Grogan, Human Resources Director

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

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

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

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

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

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

AOC Product Tasting

Karie Walchli, Tourism

Suspended for technological issues.

Department Report

Sheriff Department Monthly Report

The Commissioner reviewed the written report and accepted by consensus.

Fair Quarterly Report

Ann Jones, Fair Secretary

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

Sheriff Report - continued

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

AOC Product Tasting

Karie Walchli, Tourism

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

Liaison reports

Commissioner Lindsay - Nothing to report.

Chair Doherty - Nothing to report.

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

Correspondence

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

Reviewed remaining correspondence.

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

District Attorney Update

Justin Nelson, District Attorney

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

Commissioner Reports

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

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

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

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

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

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

Commissioner Russell left the meeting at 10:43 am.

Commissioner Lindsay - no Commissioner Report.

Adjourn 10:44 am.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

In July of 2021 Morrow County ordered three (3) Category D Buses (14 passenger) from Creative Bus Sales. These buses are for the new Boardman/Port of Morrow Circular fixed route. Many factors have resulted in the price increase those being chassis delays and cost increases across the board; two model year chassis price increase (2022-2024), a reduction to almost zero of the Ford Government Price Concessions, and several price increases from the factory. Please see attached email and new purchase order for detail.

After speaking with our ODOT Regional Transit Representative we can use our STIF Reserve Project to supplement this price increase. The STIF Reserve balance is \$493,467

Original Purchase Order 7/2021: \$298,839
Updated Purchase Order 9/2022: \$460,910
Difference of \$162,071

To accommodate this price increase an increase of appropriations will be required. Specifically in Fund 216 the appropriations category "Transfers to Other Funds" will need to be increased, and in Fund 225 appropriations category "Capital Outlay". In addition, the budgeted revenue for Fund 225 will be increased to reflect the transfer.

The increase in appropriations will be in the amount of \$45,000 for each of the line items. Due to the timing of the receipt of vehicles purchased in the prior fiscal year (which were budgeted for in the current fiscal year), much of the price increase is already covered with existing appropriations.

2. FISCAL IMPACT:

\$45,000 transferred from 216 to 225 - Vehicle Reserve

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

Motion to approve Resolution No. R-2022-18 increasing appropriations to Fund 225 STF Vehicle Reserve in the amount of \$45,000.

Attach additional background documentation as needed.

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

IN THE MATTER OF INCREASING)
 APPROPRIATIONS FOR FISCAL)
 YEAR BEGINNING JULY 1, 2022)

RESOLUTION NO. R-2022-18

WHEREAS, the above-entitled matter came before the Board of Commissioners on October 12, 2022; and

WHEREAS, Oregon Revised Statutes (“ORS” Chapter 294, prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.471(1)(b) provides that a county may present a supplemental budget in certain cases, a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that require prompt action; and

WHEREAS, the adjustments made with this supplemental budget are less than 10% of the original budget expenditures;

NOW THEREFORE, be it resolved, the amounts shown adjust appropriations for the fiscal year beginning July 1, 2022:

Supplemental Budget				
	Original Budget	Current Adjustment	Amended FY2022-23 Budget	Total % Change
Fund: 216 Morrow County Public Transportation-Transfer to Other Funds	\$ 563,922	\$ 45,000	\$ 608,922	8.0%
Total Appropriations: Fund 216 Morrow County Public Transportation	\$ 1,612,676	\$ 45,000	\$ 1,657,676	2.8%
Fund: 225 STF Vehicle Reserve-Transfer From Other Funds (Revenue)**	\$ 567,874	\$ 45,000	\$ 612,874	7.9%
Fund: 225 STF Vehicle Reserve-Capital Outlay	\$ 536,874	\$ 45,000	\$ 581,874	8.4%
Total Appropriations: Fund 225 STF Vehicle Reserve	\$ 536,874	\$ 45,000	\$ 581,874	8.4%

** Transfers From Other Funds (Revenue) is not an appropriation category and is not included in percentage change in appropriations

Dated this 12th day of October, 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Katie Imes

From: Ken Jarmer <KenJ@creativebussales.com>
Sent: Friday, September 23, 2022 2:04 PM
To: Katie Imes
Subject: RE: Morrow Cat. D Bus Order
Attachments: Morrow County 3 CAT D New Price.pdf

STOP and VERIFY This message came from outside of Morrow County Gov

Katie,

I apologize for the delay. I'm sorry too for having to present this to you. The price increase on the CAT D buses is significant. This is due to a number of factors resulting from the chassis delays and cost increases across the board; two model year chassis price increases (2022 to 2024), a reduction to almost zero of the Ford Gov't Price Concessions, and several price increases from the factory.

Please review the attached "Buyer's Order Contract". It shows the new price. If you would like to proceed with the order, please sign the contract and return. Or create a new PO using these numbers.

A bit of silver lining, if you will... Your order has not been cancelled like others at the factory. I have asked them for the opportunity to present this re-price to you. Your buses still appear in the Forest River order queue.

I am happy to discuss this with you. Please call if you wish.

Best regards,

Ken

Ken Jarmer | Commercial Bus Sales

Creative Bus Sales Inc.
KenJ@creativebussales.com
Main: 503-226-3493 ext. 314
Direct: 971-220-8481
Cell: 503-936-4320



100% ELECTRIC VAN
Multiple Floorplans Available

E-TRANSIT

IN STOCK NOW!

From: Katie Imes <kimes@co.morrow.or.us>
Sent: Wednesday, September 7, 2022 3:08 PM
To: Ken Jarmer <KenJ@creativebussales.com>
Subject: Morrow Cat. D Bus Order

External Email

Hello Ken,



Creative Bus Sales

Creative Bus Sales
7197 S Tull Rd
Canby, OR 97013

Phone: 425.609.1500
Fax: 425.609.1501
www.creativebussales.com

Buyer's Order Contract

Date:	September 23, 2022	Unit #(s):	TBD
Customer Name:	Morrow County Transportation - The Loop		
Contact:	Katie Imes	Phone:	541.676.5667
Address:	PO Box 495	Fax:	
City, State, Zip:	Heppner, OR 97836	E-Mail:	kimes@co.morrow.or.us
Sys2K Entity #:		Salesperson:	Ken Jarmer
Ship To Address:	Attn: Katie Imes - Morrow County Transportation - The Loop - 110 N Court St		
Ship To Address Cont'd:	Heppner, OR 97836		
Ship To Phone:	541.676.5667	Ship To Email:	kimes@co.morrow.or.us
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	Starcraft Allstar 22 / Ford E450		
VIN #:			
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	13	Wheelchair Positions:	2
Estimated Delivery Date:	March 31, 2022	Payment Terms:	Per Contract Term
		Unit Price	\$ 154,452.00
		Delivery	\$ -
Possession State:	OR	Incentive (Non-Taxable)	\$ (600.00)
		Rebates (Taxable)	\$ (1,000.00)
		Doc Prep Fee (Taxable)	\$ -
		Base Selling Price	\$ 152,852.00
		Total Taxable Amount	\$ 148,352.00
		Sales Tax	\$ -
0.500%	OR - Vehicle Privilege Tax	Veh Priv Tax:	\$ 741.76
Notes:	Oregon Trip Permit: \$ 43.00		
Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.	\$ -		
All rebates and incentives will be signed over to Creative Bus Sales	\$ -		
California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.	DMV Estimated Fees \$ -		
	DMV Electronic Filing Fee \$ -		
	Tire Fee \$ -		
	Fees Sub-Total \$ 784.76		
	Total Price Per Unit \$ 153,636.76		
	Quantity 3		
	Contract Total \$ 460,910.28		
	0.00		
	Customer Net Trade \$ -		
	Customer Deposit \$ -		
	\$ -		
	Balance Due \$ 460,910.28		

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales: _____

Ken Jarmer

9/23/2022

CBS Signature: _____



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

(For BOC Use)
Item #

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

Presenter at BOC: Katie
Department: Public Transit - The Loop
Short Title of Agenda Item: Rural Veterans Healthcare Transportation Purchased Services Agreement with Good Shepherd 2022-2023
Date submitted to reviewers: 9/9/2022
Requested Agenda Date: 10/12/2022

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Good Shepherd Healthcare System - CareVan Transportation
Contractor/Entity Address: 610 NW 11th St. Hermiston, Oregon 97838
Effective Dates - From: February 1, 2022 Through: June 30, 2023
Total Contract Amount: 10,000 Budget Line: 216-320-5-20-3746
Does the contract amount exceed \$5,000? Yes No

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

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

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

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

In July of 2022 Morrow County received funding through the Rural Veterans Healthcare Transportation fund. One of the projects in the agreement supports rural veterans seeking healthcare that is best provided by a contracted third party.

Good Shepherd Healthcare System offers medical transportation service called CareVan. This contract will service Veterans living in Boardman and Irrigon who use Good Shepherd Healthcare Facilities for their healthcare needs.

2. FISCAL IMPACT:

\$10,000 from budget 216

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

Motion to sign the Good Shepherd CareVan Purchased Service Agreement totaling \$10,000.00 beginning July 1st, 2022 and ending June 30th, 2023.

Attach additional background documentation as needed.

Good Shepherd CareVan Purchase Service Agreement

Section I Parties

This agreement is made by and between **Morrow County**, a political subdivision of the State of Oregon, hereafter referred to as "County", and **Good Shepherd Health Care System (CareVan)**, hereafter referred to as "Provider".

Section II Considerations

It is hereby agreed by and between the above-named parties that as consideration for performance by the Provider of services in accordance with the terms and conditions specified below, the County will pay the Provider up to \$10,000. Funds for this grant will come from the Rural Veterans Healthcare Transportation Fund awarded to the County by the Oregon Department of Transportation, Public Transportation Division from July 1, 2022, to June 30, 2023. Portions of the said sum may be paid to Provider on a quarterly basis as state funds are received, and is subject to full repayment to County by Provider for the failure of Provider to adhere to the terms and conditions of this agreement.

Section III Term

This agreement shall be effective from July 1, 2022, through June 30, 2023.

Section IV Terms and Conditions

The following terms and conditions are binding on the parties of this agreement:

1. Use of Funds

Provider shall limit the use of funds paid under this agreement to the sole benefit of Morrow County Veteran residents. Travel will be provided within Morrow County except when there are required services to be provided that are not available within Morrow County. County shall, on demand, have access to all records of Provider, including financial documents or records, for review at any reasonable time.

2. Services

Provider shall perform all services specified and approved by County as directed by County.

3. Certification

During the term of this agreement, Provider shall obtain and maintain current status for any certification necessary for the performance of the services required herein.

4. Independent Contractor

Provider is an independent contractor and shall not be considered an employee, agency, partner, or representative of County for any purpose whatsoever. Provider shall not be entitled

to payment by County for employee benefits, workers compensation, employment withholding taxes, or unemployment insurance. Contractor shall have the sole control and supervision over the manner in which services are performed, except that they must be performed in a manner which is consistent with the terms of this agreement. Provider shall be responsible for furnishing all equipment necessary for the performance of the services required herein.

5. Labor Standards

Provider agrees to comply with all applicable labor standards and restrictions set forth in ORS 279.310 through 279.320.

6. Waiver

A waiver of any term or condition under this agreement by either party shall not be construed as a continuing waiver of that term or condition or affect the right to future enforcement of that term or condition.

7. Reports and invoices

Provider will furnish to County written reports, trip sheets for veteran trips, and invoices for payment on a quarterly basis. For the quarter beginning, July 1 through September 30 report, trip sheets, and invoice are due October 15. Quarter October 1 through December 31 report, trip sheets, and invoice due January 15. Quarter January 1 through March 31 report, trip sheet, and invoice due April 15 and quarter April 1 through June 30 report and invoice due July 15. Invoices from the Provider for payment of the quarter will be for \$2,500.00

8. Liability of Insurance

Provider shall obtain and maintain during the term of this agreement general liability insurance to cover any acts or omissions of Provider in the performance of this agreement. Such insurance shall not be less than the maximum amount specified under the Oregon Tort Claims Act (ORS 30.270).

9. Indemnification

Provider shall indemnify and hold County, Public Transit Advisory Committee, and all of its agents, officers, and employees harmless from any damages which may arise from the acts or omissions of Provider in performing this contract, and for the costs of any suit or proceedings arising hereunder including attorney fees.

10. Dispute Resolution

If a dispute should arise concerning this agreement, the parties agree to make a good faith effort to mediate the dispute before filing any action or suit, with costs of mediation to be shared equally by the parties. If a suit or action is filed, each party will pay its own costs and attorney fees. The venue for such action shall be filed in Morrow County, Oregon.

11. Availability of funds

This agreement is subject to the availability of County funds appropriated for this specific purpose, and to the provision of funds to the County from state or federal funding sources.

12. Governing Law

The provisions of this agreement shall be governed by the laws of the state of Oregon. Provider agrees to comply with all federal, state, and local laws in the performance of this agreement.

See Appendix A for federal governing requirements.

13. Assignment

Provider may not assign the rights or duties under this agreement to any other person or party without the express written consent of County.

14. Successors in Interest

The provisions of this agreement shall be binding on any heirs, assigns, or successors in interest to Providers.

15. Modification

Any amendment or modification to any provision of this agreement must be in writing, dated, and signed by both parties.

16. Entire Agreement

This document represents the entire agreement between the parties, and no other representation, either oral or written shall be effective unless adopted in accordance with the terms of this agreement.

17. Termination

Either party shall have the right to terminate this contract with or without cause upon 60 days' notice in writing to the other party. If Provider terminates the agreement, Provider shall be required to repay to County the amount of any funds advanced to Provider which Provider has not earned or expended through the provision of services in accordance with the provision of this agreement. County reserves the right to terminate this agreement immediately upon notice to Provider for any breach of this agreement, including but not limited to any action which in the opinion of the County would endanger the public health, safety, or welfare, or endanger or jeopardize County obligations, financial or otherwise, to third parties as a result of Provider's breach of this agreement.

Dated this 29 day of 09 2022.



~~Jessica Recker~~ **REKER**
Director of Community Health & Outreach
Good Shepherd Health Care System
CareVan

Jim Doherty, Chair
Morrow Co. Commissioner

Don Russell
Morrow Co. Commissioner

Melissa Lindsay
Morrow Co. Commissioner

APPROVED AS TO LEGAL SUFFICIENCY

By

Justin Nelson
Morrow Co. Counsel

Date:

Federally Required and Other Model Clauses

Table of Contents (Appendix A - Governing Documents)

A.1 - Federally Required and Other Model Contract Clauses

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3. [Charter Bus and School Bus Requirements](#)
4. [Cargo Preference Requirements](#)
5. [Seismic Safety Requirements](#)
6. [Energy Conservation Requirements](#)
7. [Clean Water Requirements](#)
8. [Bus Testing](#)
9. [Pre-Award and Post Delivery Audit Requirements](#)
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1. Fly America Requirements

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Buy America Requirements

49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. Charter Bus Requirements

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. School Bus Requirements

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. Cargo Preference Requirements

46 U.S.C. 1241
46 CFR Part 381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. *to use* privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. *to furnish within 20* working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo *described in the preceding paragraph* to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (*through the contractor in the case of a subcontractor's bill-of-lading.*) c. *to include these* requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5. Seismic Safety Requirements

**42 U.S.C. 7701 et seq. 49
CFR Part 41**

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. Energy Conservation Requirements

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Clean Water Requirements

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. Bus Testing

49 U.S.C. 5318(e)
49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

Model Clause/Language

Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the

undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

9. Pre-award and Post Delivery Audits Requirements

49 U.S.C. 5323
49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in [Master Agreement](#).

Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.
- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.
- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

10. Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/Capital Projects	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
 2. 49 CFR 633.17
 3. 18 CFR 18.36 (i)
-

12. Federal Changes

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. Bonding Requirements

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 1. 50% of the contract price if the contract price is not more than \$1 million;
 2. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 3. \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

- a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

- b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient),

shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

- a. Performance bonds
 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- b. Payment bonds
 1. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
 2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

- a. The following situations may warrant a performance bond:
 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.

- b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
 - 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - 2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
 - 1. The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

- 1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).
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14. CLEAN AIR

**42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18**

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Recycled Products

**42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Davis-Bacon and Copeland Anti-Kickback Acts

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [*insert name of grantee*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*insert name of grantee*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*insert name of grantee*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of

the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

17. Contract Work Hours and Safety Standards Act

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
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20. Program Fraud and False or Fraudulent Statements and Related Acts

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
-

21. Termination

49 U.S.C. Part 18 FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such

termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the

fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29 Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. Privacy Act

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
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24. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
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25. Breaches and Dispute Resolution

49 CFR Part 18 FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. Patent and Rights in Data

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

- b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
 - c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.* , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution

of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. *General* - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
-

27. Transit Employee Protective Agreements

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions.

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the

underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
-

28. Disadvantaged Business Enterprise(DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ %. A separate contract goal **[of __ % DBE participation has] [has not]** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
 - e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.
-

29. [RESERVED]

30. Incorporation of Federal Transit Administration (FTA) Terms

[FTA Circular 4220.1E](#)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. Drug and Alcohol Testing

**49 U.S.C. §5331
49 CFR Parts 653 and 654**

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

**Drug and Alcohol Testing
Option 1**

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

**Drug and Alcohol Testing
Option 2**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Drug and Alcohol Testing
Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and

approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

32. Prompt Payment Mechanisms

Prompt Payment Mechanisms

Razorback Transit will include the following clause in each FTA/DOT assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen calendar days from the receipt of each payment the prime contract receives from Razorback Transit. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen calendar days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Razorback Transit. This clause applies to both DBE and non-DBE subcontracts.

Retainage

The prime contractor agrees to return retainage payments to each subcontractor within fourteen days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Razorback Transit. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement

Razorback Transit has established an oversight program monitored the Procurement Officer to monitor and enforce that prompt payment and return of retainage is in fact occurring.

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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #

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

Presenter at BOC: Kevin C. Ince

Date submitted to reviewers: Oct. 7, 2022

Department: Finance

Requested Agenda Date: Oct. 12, 2022

Short Title of Agenda Item:

(No acronyms please)

Road Fund Supplemental Budget-Amazon Road Use Agreement

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Kevin C. Ince Oct. 7, 2022 Department Director

Required for all BOC meetings

Liaison Commissioner

Required for all BOC meetings

County Counsel

*Required for all legal documents

Kevin C. Ince Oct. 7, 2022 Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

At the Board of Commissioners Meeting on October 5, 2022, a road use agreement was approved by the Board of Commissioners. The road use agreement included provisions for improvements to Bombing Range Road with an estimated cost of \$495,000. These costs will be recovered from Amazon per the terms of the agreement, however, this expenditure was not known about or included in the FY2022-23 Budget.

ORS 294.471(1)(d) states that the governing body may make one or more supplemental budgets under the circumstance that:

"A request for services or facilities the cost of which is to be supplied by a private individual, corporation or company or by another governmental unit and the amount of which could not be accurately estimated when preparing the original budget or a previous supplemental budget for the current year or current budget period."

In order to perform its obligations under the road use agreement, the County must increase appropriations in Capital Outlay in the Road Fund in order to authorize the expenditure of these funds and maintain compliance with Oregon's Local Budget Law as outlined in ORS 294.304 to 294.565.

This adjustment to appropriations does not exceed 10% of the original appropriations in the Road Fund so there is no requirement for a public hearing.

2. FISCAL IMPACT:

Capital Outlay in the Road Fund to increase by \$495,000. This increase will be offset by an increase in 'Resources' to the road fund in the same amount of the actual expenditure to reflect reimbursements from Amazon. Since the additional requirements are equal to the additional resources, there net cash impact will be \$0.00 once the project is completed and all reimbursements to the County are made.

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

Approve Supplemental Budget Resolution R-2022-19.

Attach additional background documentation as needed.

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

IN THE MATTER OF INCREASING)
 APPROPRIATIONS FOR FISCAL)
 YEAR BEGINNING JULY 1, 2022)

RESOLUTION NO. R-2022-19

WHEREAS, the above-entitled matter came before the Board of Commissioners on October 12, 2022; and

WHEREAS, Oregon Revised Statutes (“ORS” Chapter 294, prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.471(1)(b) provides that a county may present a supplemental budget in certain cases, a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that require prompt action; and

WHEREAS, the adjustments made with this supplemental budget are less than 10% of the original budget expenditures;

NOW THEREFORE, be it resolved, the amounts shown adjust appropriations for the fiscal year beginning July 1, 2022:

Fund 202: Road Supplemental Budget			
Fund 202: Road	Current Appropriations	Adjustment	Amended FY2022-23 Budget
Requirements:			
Personnel Services	\$ 2,326,775	\$ -	\$ 2,326,775
Materials & Services	3,947,525	-	3,947,525
Capital Outlay	80,000	495,000	575,000
Transfers to Other Funds	580,000	-	580,000
Contingency	1,052,806	-	1,052,806
Unappropriated Fund Balance	1,000,000		1,000,000
Total Increase/(Decrease) Road Fund	\$ 8,987,106	\$ 495,000	\$ 8,482,106
Resources			
Fund Beginning Balance	\$ 1,235,809	\$ -	\$ 1,235,809
Revenues	7,751,297	495,000	8,246,297
Total Resources	\$ 8,987,106	\$ 495,000	\$ 9,482,106
Total Fund Resources & Requirements	\$ 8,987,106.00		\$ 9,482,106.00
Total Appropriations	\$ 7,987,106.00		
Total % Change in Appropriations	6.20%		

Dated this 12th day of October, 2022.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner



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

(For BOC Use)
Item #

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: October 7, 2022

Department: Planning

Requested Agenda Date: October 12, 2022

Short Title of Agenda Item: County review comments of Preliminary Application for Site Certificate for proposed Wagon Trail Solar.
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Tamra Mabbott October 7, 2022 Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

The Oregon Department of Energy, Energy Facility Siting County Council (EFSC) has requested county (and other agencies) provide comments on the completeness of the Wagon Trail Solar preliminary application for Site Certificate in accordance with Oregon Revised Statute (ORS) 469.350 and Oregon Administrative Rule (OAR) 345-015-0180.

For background on the project, see attached September 14, 2022 Memo to Morrow County from Chase McVeigh-Walker, Siting Analyst for Wagon Trail Solar.

See attached draft letter for BOC consideration and discussion.

2. FISCAL IMPACT:

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

Option 1: Approve attached Letter.

Option 2: Postpone adoption of attached letter and request EFSC allow additional time to review.

Attach additional background documentation as needed.

October 12, 2022

Chase McVeigh-Walker, Siting Officer
Oregon Department of Energy
550 Capitol Street NE 1st Floor
Salem, Oregon 97301

RE: Wagon Trail Solar Project Preliminary Application for Site Certificate Comment Letter

Dear Mr. McVeigh-Walker:

Morrow County submits this letter to provide comments on the completeness of the Exhibits included in the Preliminary Application for Site Certificate (PaSC). Our comments focus on local interpretation of the Oregon Department of Energy (ODOE) Siting Council Standards as well as local applicable Ordinances. Our comments do NOT include Conditions of Approval rather, we will reserve those to include in our comments on the draft Proposed Order.

Exhibit E Permits Required:

Permits listed in the application accurately reflect the requirements from Morrow County. Please update contact information for Morrow County Public Works Director to Eric Imes, eimes@co.morrow.or.us.

The northern portion of Morrow County is host to the Boardman Military Operations Area (MOA). This Special Use Airspace is essential to National Defense and is mission critical to Naval Air Station (NAS) Whidbey Island and the Oregon Military Department (OMD). Morrow County requests review from both NAS Whidbey Island and OMD for their determination of no hazard to the future use of the MOA.

Exhibit K Land Use:

The land use analysis excludes maps or data to show the specific areas that qualify as "arable" under OAR 660-033-0130(38) or areas that are considered "high value farmland" according to ORS 195.300. The goal 3 exception analysis is not specific to lands and includes only general reasons for granting a Goal 3 exception. Further, Exhibit K does not address cumulative impacts of this project, combined with other adjacent existing and future projects and the relationship to the agricultural economy. Morrow County recommends Exhibit K provide more detailed mapping, data and analysis and a more robust Goal 3 exception justification.

Exhibit K page 40 includes general conclusions about complying with screening, drainage, lighting, etc. Morrow County requests more detail on lighting and mitigation. Any project lighting should be limited as to not interfere with the night sky, such lighting be shielded and directed downward.

Fencing that is at or over six feet in height will be subject to a Morrow County Zoning Permit as a structure. This should be identified in the exhibit.

Oregon Department of Energy | Wagon Trail Solar Project | Preliminary Application for Site Certificate Comment Letter
./Planning/energy/solar/WagonTrailSolar/BOC letter PASC

Parking within the project area and at the O&M facility must meet building and ADA standards.

Exhibit P Fish and Wildlife:

At Exhibit P 9.1.4 PaSC mentions weed control. Morrow County incorporated weed abatement in the Code Enforcement Ordinance effective January 2015. Application would be improved if it included explicit mention of compliance with all local and state weed control rules, in particular addressing the identified Noxious Weeds and Weeds of Economic Importance and treatment as part of the Revegetation and Noxious Weed Control Plan. Additionally, Morrow County requests consultation with the Morrow County Weed Inspector and that the Weed Inspector be a reviewer of the applicant's Revegetation and Noxious Weed Control Plan.

Exhibit U Public Services. Exhibit U describes impacts to the community. There is an analysis of truck traffic but no analysis of transportation of employees. This exhibit warrants additional consideration of transit, carpooling and other modes of transportation for construction workers and maintenance workers.

At Exhibit U 2.3.2.4 Housing, the analysis is only very general and relies on outdated data. The exhibit warrants a more robust analysis and provision of specific solutions for providing housing, particularly for lands within the 30-mile study area. For example, South Morrow County is experiencing a severe housing shortage. Simply mentioning availability of rental units in remote areas does not appear to be adequate. Applicant is strongly encouraged to consult with the Town of Lexington, City of Ione and City of Heppner to identify housing options and solutions.

County notes that the Exclusive Farm Use Zone does not allow occupancy of an RV other than for temporary use. County has experienced such code violations associated with other renewable energy projects during the construction period. In order to avoid violations with this project, we encourage developer to meet with local cities and identify locations for longer term occupancy of Recreation vehicles.

Exhibit V Generation of Solid Waste and Wastewater:

The Morrow County Solid Waste Ordinance was adopted in 2006 and is applicable to the preliminary Application for Site Certificate. Morrow County requests the applicant address the Solid Waste Ordinance with particular focus on assuring that recyclables be disposed of in such a way to benefit the Morrow County waste shed through reporting as well as complying with requirements that solid waste be transported either by a franchised hauler or by complying with self-haul requirements. Contractor will be required to contract with a licensed solid waste handler or haul directly to an approved recycling facility.

Exhibit W Facility Retirement and Site Restoration:

Morrow County requests that the PaSC address final Retirement Plan and note that it will be

drafted in consultation with the Morrow County Weed Inspector as related to revegetation of the site at the time of decommissioning. Exhibit should also note that decommissioning financial assurances as presented in the Final Site Certificate will be in place prior to the start of construction.

OTHER

We note the application does not address fire and wildfire prevention. County requests this be included and that the applicant consult with local fire departments. County strongly encourages the applicant consult with Paul Gray, Morrow County Emergency Manager at (541) 676-5605.

Thank you for the opportunity to comment on the Wagon Trail Solar Generating Facility Request for Preliminary Application for Site Certificate. Should you have any questions about these comments please contact our Planning Director, Tamra Mabbott at 541-922-4624 or by email at tmabbott@co.morrow.or.us.

Sincerely,

Morrow County Board of Commissioners

Jim Doherty, Chair

Melissa Lindsay, Vice-Chair

Don Russell, Commissioner

Cc: Eric Imes, Public Works Director
Paul Gray, Emergency Manager
Dave Pranger, Weed Supervisor
Town of Lexington
City of Heppner
City of Lone

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

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

Discuss process and schedule for Sheriff Appointment.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.



Sheriff Candidate Eligibility Review

F25

Email: schedulecert@state.or.us; Fax: 503-378-4600; Mail: 4190 Aumsville HWY SE; Salem OR 97317

Questions? Call DPSST at 503-378-4411 or email schedulecert@state.or.us

IRIS

Revised
11/01/2018

Eligibility Requirements	<p>Per ORS 206.015 to be eligible to be a candidate for election or appointment to the office of Sheriff, a person must</p> <ul style="list-style-type: none"> a) be 21 years of age or older; b) have at least four years' experience as a full-time law enforcement officer or at least two years' experience as a full-time law enforcement officer with at least two years' post-high-school education; and c) not been convicted of a felony or of any other crime that would prevent the person from being certified as a police officer under ORS 181A.355 to 181A.670 <p>NOTICE: Per ORS 206.015, if elected and not currently holding Oregon DPSST Basic Police Certification, the person elected or appointed to the office of sheriff must obtain the certification no later than one year after taking office. A copy of the certification shall be filed with the county clerk or the county official in charge of elections. <i>The county governing body shall declare the office of sheriff vacant when the person serving as sheriff is not certified as a police officer within one year after taking office.</i></p> <p style="text-align:center;"><i>Contact DPSST or Refer to OAR Chapter 259, Division 008 for Police Officer Employment, Training and Certification Requirements.</i></p>																		
Applicant	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">1. Last Name</td> <td style="width:17%;">First Name</td> <td style="width:17%;">Middle Name</td> <td style="width:33%;">2. DPSST Number (if applicable)</td> </tr> <tr> <td>Date of Birth:</td> <td colspan="2">Email Address:</td> <td></td> </tr> <tr> <td>County Petitioning:</td> <td></td> <td>Date of Election:</td> <td></td> </tr> <tr> <td colspan="4">Date nominating petition or declaration of candidacy filled with county clerk or official: <i>(Please don't submit this application until after you have filed with the county)</i></td> </tr> </table>			1. Last Name	First Name	Middle Name	2. DPSST Number (if applicable)	Date of Birth:	Email Address:			County Petitioning:		Date of Election:		Date nominating petition or declaration of candidacy filled with county clerk or official: <i>(Please don't submit this application until after you have filed with the county)</i>			
1. Last Name	First Name	Middle Name	2. DPSST Number (if applicable)																
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County Petitioning:		Date of Election:																	
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Eligibility Questions	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;"></th> <th style="width:10%; text-align:center;">Yes</th> <th style="width:10%; text-align:center;">No</th> </tr> </thead> <tbody> <tr> <td>a. Have you been convicted of a felony or of any other crime that would prevent you from being certified as a police officer under ORS 181A.355?</td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td>b. Do you have at least four years' experience as a full-time law enforcement officer or at least two years' experience as a full-time law enforcement officer with at least two years' post-high-school education?</td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td>c. Is the experience or education from c. above listed in Oregon's DPSST officer Records (found in <i>IRIS</i>)? If no, record experience and education in the appropriate sections below.</td> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> </tbody> </table>				Yes	No	a. Have you been convicted of a felony or of any other crime that would prevent you from being certified as a police officer under ORS 181A.355?	<input type="checkbox"/>	<input type="checkbox"/>	b. Do you have at least four years' experience as a full-time law enforcement officer or at least two years' experience as a full-time law enforcement officer with at least two years' post-high-school education?	<input type="checkbox"/>	<input type="checkbox"/>	c. Is the experience or education from c. above listed in Oregon's DPSST officer Records (found in <i>IRIS</i>)? If no, record experience and education in the appropriate sections below.	<input type="checkbox"/>	<input type="checkbox"/>				
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Law Enforcement Employment	<p><i>Enter law enforcement experience to show you have met section (b) of the eligibility requirements above. Information already on file at DPSST (visible in <i>IRIS</i>) does not need to be entered. Attach proof of experience; if not in already in <i>IRIS</i>.</i></p> <p><i>(Examples of proof of experience are letters from previous law enforcement employers or a state record of employment.)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">Agency Name and Address</th> <th style="width:20%;">Rank</th> <th style="width:20%;">Employment Dates</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Agency Name and Address	Rank	Employment Dates													
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Education	<p><i>Enter education experience (if applicable) to show you have met section (b) of the eligibility requirements above. Information already on file at DPSST (visible in <i>IRIS</i>) does not need to be entered. Attach Transcript(s); if not already in <i>IRIS</i>.</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">College/University</th> <th style="width:20%;">Degree/Credit Hours</th> <th style="width:20%;">Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			College/University	Degree/Credit Hours	Date													
College/University	Degree/Credit Hours	Date																	
Candidate Attestation	<p>I attest I am the above listed individual requesting determination of eligibility to be a candidate for election to the Office of Sheriff and all information listed above is true and correct. I further understand that falsification of this document is subject to penalty under ORS 162.075.</p> <p style="text-align:right;">Signature _____ Date _____</p> <p>Printed Name _____ Title _____ DPSST No. _____</p> <p>Email Address _____ Phone _____</p> <p style="text-align:center;"><i>DPSST will inform the county clerk or county official of eligibility determination with a copy to the applicant.</i></p>																		
DPSST USE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Eligibility Confirmed</td> <td style="width:10%;">Yes</td> <td style="width:10%;">No</td> <td style="width:50%;">Eligibility Confirmation Sent Date/By:</td> </tr> </table>			Eligibility Confirmed	Yes	No	Eligibility Confirmation Sent Date/By:												
Eligibility Confirmed	Yes	No	Eligibility Confirmation Sent Date/By:																



MORROW COUNTY SHERIFF

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

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

September 29, 2022

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

Dear Commissioners:

I wish to announcement my retirement as Morrow County Sheriff.

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

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

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

I understand that when a Sheriff retires before the end of his term that the Board of Commissioners make the decision as to who they wish to appoint as Sheriff until the next Sheriff's election cycle.

It has also been an accepted practice in most of our Oregon counties that the retiring Sheriff has been allowed to make his recommendation to the Commissioners who he believes would be an excellent choice for them to consider as his replacement.

Without doubt or reservation, I would recommend the appointment of Undersheriff John Bowles as the 17th Sheriff of Morrow County. John has been employed with the Sheriff's Office for over 21 years. He started his career as a dispatcher and then as a marine deputy until he was hired as a fulltime deputy. I found him to be very dedicated and he really knows what "**Going the extra mile**" means. I asked John to transfer to the Parole and Probation Division. John did an excellent job and during his training at the Academy he was #1 in his class and was awarded the Victor Atiyeh award. He is a people person and well respected within the county. John is very active in the Heppner Community and has served on the City Council for a number of years. He has been officially recognized and awarded by his community. But in truth, I need not go into great detail because you also know him personally after years of working together with him as the Emergency Manager and presenting information to you regularly at Commissioner meetings.

You may recall when Undersheriff Steve Myren retired. Steve asked if I had decided who I had selected to replace him. I asked Steve who his recommendation would be and without hesitation he said John Bowles. I told Steve that John was my choice as well.

Over his years as Undersheriff, John has been trained and exposed to all the various duties of Sheriff and it is without doubt or reservation that I recommend him as my replacement.

Thank you for your strong support over the years to the Sheriff's Office. It has been my honor to serve the citizens of Morrow County.

Best regards,

Ken Matlack

Ken Matlack



October 3, 2022

Morrow County Board of Commissioners,

Upon the scheduled retirement of Sheriff Ken Matlack, I respectfully submit my letter of interest for the appointment of Morrow County Sheriff.

I have been employed with the Morrow County Sheriff's Office for twenty-one years and have been certified in multiple areas, including: Communications, Reserves, Marine, Probation, Patrol, Emergency Management and currently hold the position of Undersheriff. Having a diverse background in law enforcement gives me a unique knowledge, experience and perspective of the daily operation requirements of the Sheriff's Office.

From 2016 to 2021 I held the position of Undersheriff/ Emergency Manager for Morrow County. In my duties as Emergency Manager, I worked many large-scale events, such as: large fires, floods, Solar Eclipse and the COVID Pandemic. Working in Emergency Management allowed me to develop a relationship with many government agencies and personnel.

As Undersheriff since 2016, my responsibility has been the overall management and operation of the sheriff's office. Duties include: budget process, policy and procedures, grant writing and management, staff supervision and fulfilling sheriff duties in the absence of Sheriff Matlack. I've led the office through several critical events, major crimes and serious vehicle accidents.

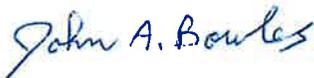
I currently hold a Supervisory Certificate with the Department of Public Safety Standards and Training and have over 2800 law enforcement training hours. I've completed several leadership classes including a twelve-week leadership program and I'm certified in individual/ group crisis intervention. In addition to my Undersheriff duties, I'm actively involved with several boards and committees throughout Morrow County.

I've had the honor of being recognized at the state, county and local level. Recognitions include: 2005 Morrow County Patrol Deputy of the Year, 2011 Victor G. Atiyeh award from DPSST, 2020 Heppner Chamber Man of the Year.

I'm actively involved in the communities of Morrow County and participate in several annual events county wide. I've served on the Heppner City Council since 2006 and chair many committee positions. I'm a longtime member of the Elks Club 358 and current vice president of the Willow Creek Country Club.

If appointed Sheriff of Morrow County, I will continue to be dedicated in fulfilling my duties with pride and honor.

Respectfully,



John A. Bowles

September 29, 2022

Dear Commissioners,

Please accept this letter as my formal notice of interest seeking the appointment to the Office of Morrow County Sheriff.

I have over twenty-four years of law enforcement experience. Nearly seventeen of these years with the Morrow County Sheriff's Office, nine years which were in the position as Patrol Sergeant. I left the Sheriff's Office in December of 2016, and I was hired by the Boardman Police Department as a Patrol Sergeant, and in January of 2022, I was promoted to Patrol Lieutenant.

I currently possess an Executive Certification issued by the Oregon Department of Public Safety Standards and Training, which is the highest criminal justice certification issued by DPSST. These certificates are often reserved for people holding top level criminal justice leadership rolls who hold a Middle Management Certification and have completed ninety hours or more college education credits and have obtained at least one hundred hours of executive level training withing the preceding five years.

I have been an active member of Morrow County since moving here. I have volunteered my time as a youth sports coach, City of Boardman City Counselor, Morrow County School Board member, Boardman Fire Rescue District Budget Committee, Port of Morrow Budget Committee, and I'm currently the Chairperson for the Umatilla Morrow Radio & Data District.

During my law enforcement career, I have served under three Sheriffs with very different styles. I have been able to learn from each as to what has worked well and what has not. I believe the most important traits to being a good law enforcement leader is sacrifice, and humility.

The willingness to sacrifice yourself, both emotionally and physically, for the betterment of another person(s) without expecting anything in return is paramount. When people understand you have no underlying agenda, other than to do what you genuinely believe is in their best interest, trust will often follow.

Through the years, I have also learned being humble and treating people with respect and dignity is a basic humanizing skill which truly reflects one's character. I've seen people in the worst and best of times, yet I've learned treating everyone the same way you would want to be treated will help foster a positive relationship.

It is my intent, if appointed to the Office of Sheriff, to foster positive relationships within the Sheriff's Office, other governmental agencies, and most importantly the citizens of Morrow County.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Pratt". The signature is written in a cursive, flowing style.

Mark Pratt



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: October 12, 2022
RE: Monthly Planning Update

Mission Statement

Morrow County Planning Department provides guidance and support to citizens for short term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

Welcome! Michaela Ramirez joined the Department September 19th as the Office Manager. Michaela has years of experience and we are very excited to have her on the team. We also welcomed student intern Caren Cardenas, a Senior at Irrigon High School. Caren's position is paid by the Port of Morrow/ Education Service District Internship Program.

Planning Commission Update

Planning Commission held their regular meeting on September 27th in Irrigon. Commissioners continued the hearing for a solar application at the request of the applicant. Commission approved one Land Partition application and one Replat application. Commission will meet again on December 6th.

Recruitment is open for two positions on the Planning Commission, one to fill a position representing the Heppner area and another to represent the Irrigon area. Please submit a letter of interest to the Planning Department. Anyone interested is encouraged to contact Tamra Mabbott, Planning Director, at (541) 922-4624 or any staff member at the Planning Department.

Halloween Staff is gearing up to participate in the county trick or treat on October 31st. Likely some yummy treats and prizes to be given away.

Drone Technology Stephen Wrecsics, GIS Planner earned his FAA Part 107 Small Unmanned Aerial System license on September 22nd. He can officially fly the drone and take photos and generate detailed maps. Congratulations Stephen!

Energy Projects

Staff continue to coordinate and host pre-application meetings for permitting new solar and other energy developments. List of pending and approved projects can be found here:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Planning staff reviewed three projects under review by the state Energy Facility Siting Council and two solar applications submitted for county jurisdiction to process. The projects are in various stages of the permitting process. Pre-application meetings continue.

Planning Director is participating in the Oregon Energy Siting Policy Conversation, a statewide work group. The meetings are every Friday and include a large group representative of private and public sectors, energy producers, environmental advocates and others. The convenor is a non profit group who hopes to develop a legislative concept for the 2023 Oregon Legislative Session.

Morrow County Heritage Trail

Staff and a grant writing consultant continue to work on several grant applications related to the Heritage Trail. Stephanie Case, Planner II, is leading the effort along with Irrigon High School student Caren Cardenas, to inventory the Interpretive Panels. They will be having conversations with public agencies and private interested parties about content material for the panels, many of which have been damaged by weather and vandalism. Staff will share the final version of the Interpretive Panel Plan with Planning Commission and Board of Commissioners. Replacement of directional signs have been ordered and will be installed in the coming months.

Roads Planners have been coordinating with Public Works and County Counsel on a number of complicated road vacation and access permit requests.

Willow Creek Valley

The Goal 9 Economic Development Update for the three Willow Creek Valley Cities held a meeting to discuss data and to provide information to the consulting team, Brian Points Consulting. On September 19th, the cities and county and consultant ECO NW hosted an Open House to review the draft Housing Implementation Plan.

WATER

A Request for Proposals (RFP) to recruit a water coordinator was finalized and approved by the Board of Commissioners. The RFP will be posted on the county website October 10. Anyone interested in submitting a proposal or knows of a person or firm is encouraged to look at the RFP.

Planning Director and Board Chair Doherty met with Department of Environmental Quality (DEQ) region staff. As a result, DEQ will include a budget request to fund the work of the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee work.

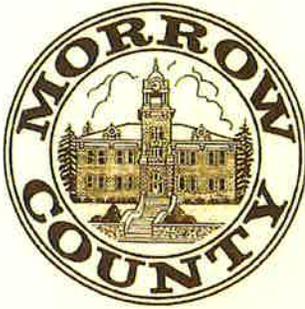
The Clean Water State Revolving Fund committee ended their work and developed a draft Administrative Rule to be considered by the Oregon Department of Environmental Quality (DEQ). Planning Director was appointed by the DEQ Director in June to serve on the committee and represent rural eastern Oregon interests.

Access to Transportation

Eastern Oregon University's Rural Economic Vitality (REV) Program and Euvalcree will begin outreach work later this year to better understand transportation needs and help underserved communities in rural areas. More information will follow.

Other Highlights

Planning Director had the privilege of attending the Western Planners Conference in Bismarck, North Dakota September 14-16. It was a valuable opportunity to learn and to experience another area with a lot in common with Morrow County. Several sessions provided ideas for the Heritage Trail and a waterfront masterplan for future development, funding opportunities and more.



TREASURER

Jaylene Papineau

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: jpapineau@co.morrow.or.us

Date Prepared: October 7, 2022

BOC Agenda Date: October 12, 2022

Subject: Monthly Treasurer Report-August

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates: MAY

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>
LGIP	1.25%	1.58%	.33%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

Outstanding checks:

Outstanding checks total as of July 31st, 2022 was \$738,683.05

Outstanding checks total as of August 31st, 2022 was \$385,465.24

August Total Interest: Interest (less fees) was \$45,661.79

August Tax Turnover: Total Paid Out to Taxing Districts was \$130,691.31

Transfer Requests: I received One Taxing District transfer of funds request in August

- The statement for the LGIP and the Pooled Cash Report are included.
- By the end of August, the LGIP Interest should be 1.65% per notice from the Oregon State Treasury. This will show on the September Statement (Notice is attached)
- Also attached are additional notices regarding future increases in the LGIP interest.

Please let me know if you have any questions.

Jaylene Papineau
Morrow County Treasurer
541-676-5630
PO Box 37
Heppner, OR 97836



Account Statement - Transaction Summary

For the Month Ending August 31, 2022

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	33,876,430.84
Purchases	301,346.31
Redemptions	(5,802.12)

Closing Balance **\$34,171,975.03**
 Dividends 45,594.95

Asset Summary		
	August 31, 2022	July 31, 2022
Oregon LGIP	34,171,975.03	33,876,430.84
Total	\$34,171,975.03	\$33,876,430.84



For the Month Ending August 31, 2022

Account Statement

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
08/01/22	08/01/22	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	29,624.00	33,906,054.84
08/01/22	08/01/22	LGIP Fees - ACH Redemption (5 @ \$0.05 - From 4206) - July 2022	1.00	(0.25)	33,906,054.59
08/01/22	08/01/22	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - July 2022	1.00	(0.40)	33,906,054.19
08/08/22	08/08/22	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	204.21	33,906,258.40
08/08/22	08/08/22	Redemption - ACH Redemption	1.00	(110.00)	33,906,148.40
08/09/22	08/09/22	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(23.48)	33,906,124.92
08/09/22	08/09/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(280.90)	33,905,844.02
08/09/22	08/09/22	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(665.48)	33,905,178.54
08/09/22	08/09/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(121.39)	33,905,057.15
08/09/22	08/09/22	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(25.48)	33,905,031.67
08/09/22	08/09/22	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(827.07)	33,904,204.60
08/09/22	08/09/22	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(2,769.79)	33,901,434.81
08/09/22	08/09/22	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(463.31)	33,900,971.50
08/09/22	08/09/22	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(347.80)	33,900,623.70
08/10/22	08/10/22	Redemption - ACH Redemption	1.00	(1.77)	33,900,621.93
08/12/22	08/12/22	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	106,070.32	34,006,692.25
08/15/22	08/15/22	REV EOSTF - SEVTFORST	1.00	19.14	34,006,711.39
08/16/22	08/16/22	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	2,095.44	34,008,806.83
08/17/22	08/17/22	ODOT - ODOT PYMNT	1.00	83,644.31	34,092,451.14



Account Statement

For the Month Ending **August 31, 2022**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
08/17/22	08/17/22	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	906.14	34,093,357.28
08/17/22	08/17/22	SFMS Fr:OLCC Tax (Liquor)	1.00	6,000.70	34,099,357.98
08/18/22	08/18/22	ODOT - ODOT PYMNT	1.00	26,471.65	34,125,829.63
08/18/22	08/18/22	Redemption - ACH Redemption	1.00	(110.00)	34,125,719.63
08/26/22	08/26/22	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	715.45	34,126,435.08
08/31/22	08/31/22	Redemption - ACH Redemption	1.00	(55.00)	34,126,380.08
08/31/22	09/01/22	Accrual Income Div Reinvestment - Distributions	1.00	45,594.95	34,171,975.03
Closing Balance					34,171,975.03

	Month of August	Fiscal YTD July-August	Closing Balance
Opening Balance	33,876,430.84	36,295,536.43	34,171,975.03
Purchases	301,346.31	918,423.31	34,028,879.22
Redemptions	(5,802.12)	(3,041,984.71)	1.58%

Closing Balance	34,171,975.03	34,171,975.03
Dividends	45,594.95	82,816.94

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	9,183,448.15 (	855,238.84)	8,328,209.31
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	23,693.35	37.59	23,730.94
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	884,815.54 (	11,278.64)	873,536.90
202-100-1-10-1500		ROAD FC W/TREASURER	2,719,498.92 (	329,385.79)	2,390,113.13
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	466,605.96	82,420.66	549,026.62
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	152,748.57 (	34,027.83)	118,720.74
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	36,326.59	57.64	36,384.23
207-100-1-10-1500		911 FC W/TREASURER	716,029.21 (	31,615.52)	684,413.69
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	278,505.94	1,106.21	279,612.15
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,100,612.81	325,792.74	1,426,405.55
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	0.02 (	0.02)	0.00
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	0.00	0.00	0.00
214-100-1-10-1500		FAIR FC W/TREASURER	295,537.57	21,879.62	317,417.19
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	87,326.11	138.55	87,464.66
216-100-1-10-1500		STF FC W/TREASURER	723,034.51 (	22,578.30)	700,456.21
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	1,612.53)	0.00 (	1,612.53)
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	20,430.19 (	96.50)	20,333.69
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	40,697.33	14,664.21	55,361.54
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	1,418.49 (	8,132.02) (	6,713.53)
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	46,332.11	73.51	46,405.62
223-100-1-10-1500		CAMI GRANT FC W/TREAS	31,856.91	4,615.79	36,472.70
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	25,975.79	41.21	26,017.00
225-100-1-10-1500		STF VEHICLE FC W/TREAS	117,891.05	67.45	117,958.50
226-100-1-10-1500		FAIR ROOF FC W/TREAS	27,104.78	43.00	27,147.78
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	2,128,664.54 (	138,381.84)	1,990,282.70
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	14,271.80	22.64	14,294.44
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	26,023.48	41.29	26,064.77
230-100-1-10-1500		RODEO FC W/TREAS	0.00	0.00	0.00
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	45,159.81	4,016.65	49,176.46
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	23,681.33	185.20	23,866.53
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,881.20	47.41	29,928.61
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	26,390.28	41.87	26,432.15
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	1,369,926.57	243,949.08	1,613,875.65
238-100-1-10-1500		PARK FC W/TREAS	546,262.63 (	22,985.26)	523,277.37
240-100-1-10-1500		EQUITY FC W/TREAS	219,640.66	51,998.57	271,639.23
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	845,999.86	1,342.25	847,342.11
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	880.34	1.40	881.74
245-100-1-10-1500		WPF FC W/TREASURER	257.73	0.00	257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	86,711.63	137.57	86,849.20
322-100-1-10-1500		COURT SECURITY FC W/TREAS	77,736.50	700.43	78,436.93
500-100-1-10-1500		ECHO WINDS FC W/TREAS	57,414.44	91.09	57,505.53
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	339.85	0.54	340.39
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	115,801.43	17,689.19	133,490.62
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00
510-100-1-10-1500		P & P FC W/TREAS	319,873.44 (	48,371.07)	271,502.37
514-100-1-10-1500		IONE SD B & I FC W/TREAS	78.37	1,216.44	1,294.81

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		25.48	406.17	431.65
516-100-1-10-1500	RADIO DIST FC W/TREAS		128.37	2,002.01	2,130.38
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		23.48	315.62	339.10
521-100-1-10-1500	PGE CARTY FC W/TREAS		229,887.07	364.73	230,251.80
522-100-1-10-1500	SHERIFF RES FUND/TREAS		14,676.54	23.29	14,699.83
523-100-1-10-1500	WHEATRIDGE WIND FC W/TREAS		1,180,609.17	1,873.13	1,182,482.30
524-100-1-10-1500	ORCHARD WIND FC W/TREAS		2,600.00	0.00	2,600.00
540-100-1-10-1500	RESILIENCY FUND W/TREAS		5,430,754.21	0.00	5,430,754.21
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		695.16	10,698.27	11,393.43
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		147.09	2,525.51	2,672.60
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & J FC W/TRE		65.16	1,197.41	1,262.57
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		18,583.33	107.47	18,690.80
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		1.77	30.51	32.28
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,653.84	5.98	3,659.82
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		63.84	990.30	1,054.14
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		679.98	11,102.51	11,782.49
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		138.38	2,158.42	2,296.80
633-100-1-10-1500	CITY OF IONE FC W/TREAS		22.14	351.03	373.17
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		69.25	1,119.70	1,188.95
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		13.34	229.43	242.77
636-100-1-10-1500	BOARDMAN F&R FC W/TREAS		425.04	6,590.95	7,015.99
637-100-1-10-1500	BOARDMAN F&R DIST BOND		9.27	109.66	118.93
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		21.58	353.03	374.61
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		41.52	645.42	686.94
640-100-1-10-1500	IONE RFPD FC W/TREAS		417,945.61	1,906.09	416,039.52
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		0.07	0.68	0.75
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		11.50	173.30	184.80
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		17.83	288.41	306.24
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		20.52	313.28	333.80
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		7.82	115.16	122.98
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		55.54	863.91	919.45
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		121.39	1,828.59	1,949.98
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		31.04	457.67	488.71
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		280.90	5,374.32	5,655.22
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,110,041.90	7,476.35	1,117,518.25
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		3.39	54.04	57.43
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		2,769.77	43,202.05	45,971.82
653-100-1-10-1500	MO CO SCHOOL B & T FC W/TREAS		231,044.83	10,743.08	241,787.91
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		463.31	7,215.82	7,679.13
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.59	0.02	14.61
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		0.00	0.00	0.00
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		0.00	0.00	0.00
658-100-1-10-1500	BMCC FC W/TREASURER		497.82	7,749.24	8,247.06
659-100-1-10-1500	BMCC B & I FC W/TREASURER		167.66	2,592.88	2,760.54
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		163.61	2,517.76	2,681.37

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS	82,676.60 (	7,604.25)	75,072.35
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS	164.61	2,558.49	2,723.10
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA	6,197.00	9.83	6,206.83
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS	61.23	1,023.91	1,085.14
667-100-1-10-1500	EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS	384,213.86	609.59	384,823.45
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	11,087.09	17.59	11,104.68
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	20,116.15	43,541.23	63,657.38
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,169.16	1.85	1,171.01
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	818,754.48	1,299.02	820,053.50
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	3,558.10	31,395.81	34,953.91
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	1.23	11.07	12.30
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,282,233.62	2,034.37	1,284,267.99
685-100-1-10-1500	STATE HOUSING FC W/TREAS	7,277.85	8,478.62	15,756.47
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	131,018.59	207.87	131,226.46
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	269.43	4,086.19	4,355.62
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	10.48	188.75	199.23
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	15.11	262.97	278.08
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	9,713.00	2,565.83	12,278.83
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.10	0.10
TOTAL CLAIM ON CASH		34,384,962.88 (	506,721.97)	33,878,240.91

CASH IN BANK - POOLED CASH

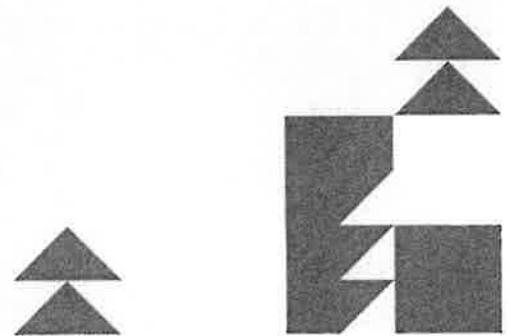
999-100-1-10-1501	AP POOLED BEO	1,211,129.53 (	802,268.00)	408,861.53
999-100-1-10-1502	PAYROLL BEO	23,713.44 (	1,272.88)	22,440.56
999-100-1-10-1503	STATE TREASURY POOL	33,876,430.84	295,544.19	34,171,975.03
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.22	0.00	100.22
999-100-1-10-1508	US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH		35,111,374.03 (	507,996.69)	34,603,377.34

Jaylene Papineau

From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Monday, August 8, 2022 11:54 AM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

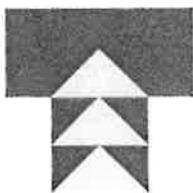
STOP and VERIFY This message came from outside of Morrow County Gov

Oregon Short Term Fund



Rate Change

Effective Wednesday, August 10, 2022, the Oregon Short Term Fund (OSTF) rate will change from 1.40% to 1.65%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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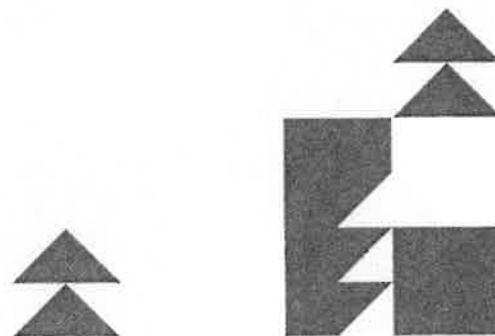
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Jaylene Papineau

From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Tuesday, September 6, 2022 10:01 AM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

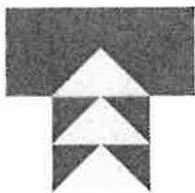
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Oregon Short Term Fund



Rate Change

Effective Thursday, September 8, 2022, the Oregon Short Term Fund (OSTF) rate will change from 1.65% to 1.90%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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Jaylene Papineau

From: Aaron Bonck <Aaron.Bonck@timevalueinv.com>
Sent: Wednesday, September 21, 2022 12:23 PM
Subject: Federal Reserve Meeting Update

STOP and VERIFY This message came from outside of Morrow County Gov

Good afternoon,

The Federal Open Market Committee decided this morning to raise the federal funds rate by .75% from the previous range of 2.25-2.50% to a new range of 3.00%-3.25%. This move was widely expected by the markets. This increase follows increases of .75% at the June and July meetings. The federal funds rate is now at the highest level we've seen since 2007.

This impacts public entities as interest rates on liquid investments such as state pools and money markets tend to follow the federal funds rate very closely. The recent upward trend in those rates will continue as the Federal Reserve pushes the federal funds rate higher.

Current FOMC projections see the federal funds rate at a range of 4.25-4.50% by the end of 2022 (implying another 1.25% of rate hikes this year) and 4.50-4.75% by the end of 2023 before forecasting rate cuts in 2024 and 2025 where the year-end projection is a range of 2.75-3.00%.

The next Fed meeting is scheduled for November 2-3. The markets are currently projecting a hike of .75% at that meeting.

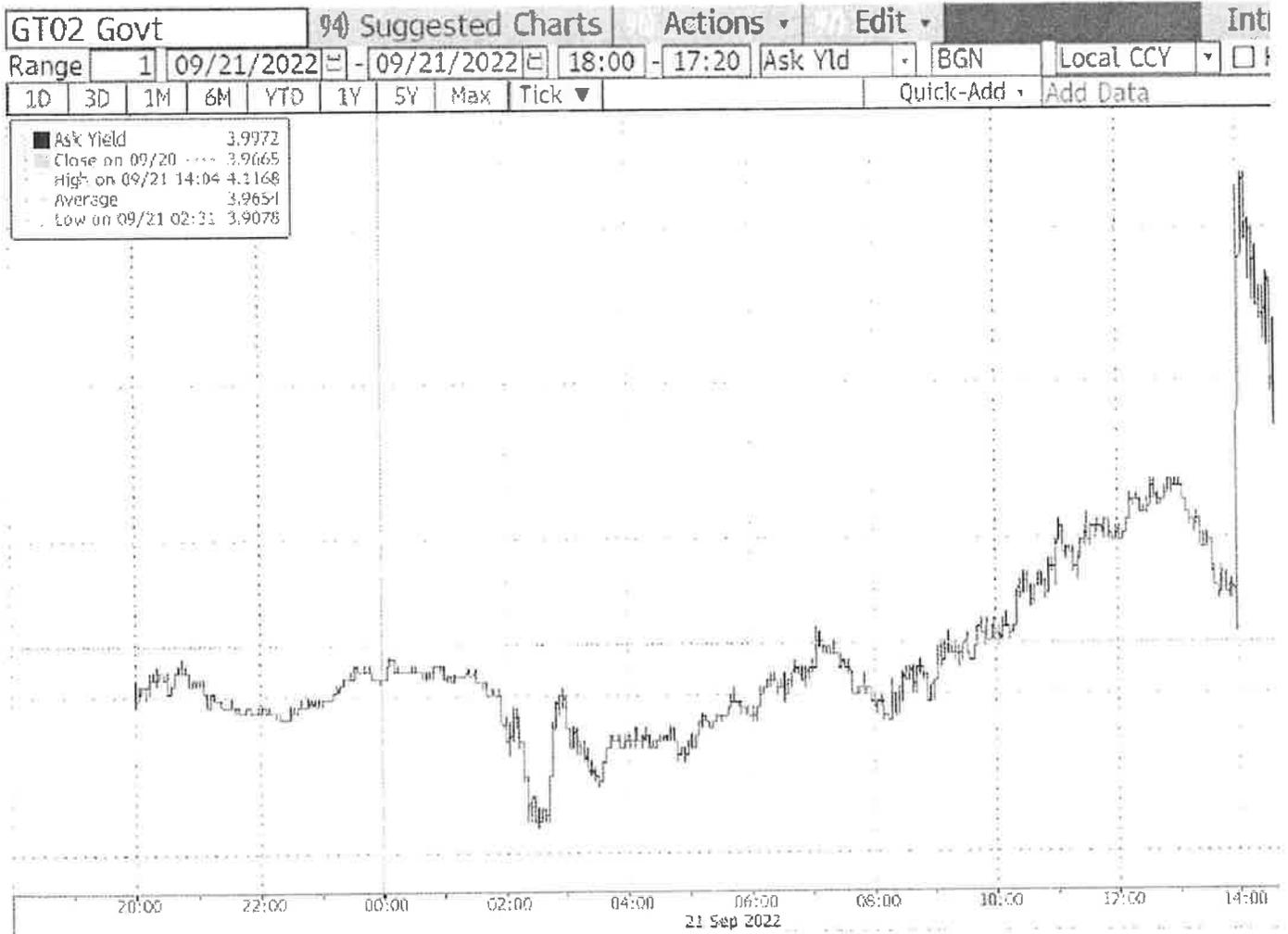
Calendar				
Announcement Date	Time	Current Rate	For	Against
9/22/2021*	11:00 AM PST	0-.25%	11	0
11/3/2021	11:00 AM PST	0-.25%	11	0
12/15/2021*	11:00 AM PST	0-.25%	11	0
1/26/2022	11:00 AM PST	0-.25%	9	0
3/16/2022*	11:00 AM PST	.25-.50%	8	1
5/4/2022	11:00 AM PST	.75-1.00%	9	0
6/15/2022*	11:00 AM PST	1.50-1.75%	10	1
7/27/2022	11:00 AM PST	2.25-2.50%	12	0
9/21/2022*	11:00 AM PST	3.00-3.25%	12	0
11/2/2022	11:00 AM PST			
12/14/2022*	11:00 AM PST			

*Meeting includes Summary of Economic Projections release

Source: <https://www.federalreserve.gov/monetarypolicy/fomccalendar.htm>

2 YEAR TREASURY RATE:

- The 2-year Treasury rate spiked sharply following the announcement before falling back down to roughly where it was earlier in the day. The rate is currently right about 4%, which is the highest the 2-year has been since 2007. In the last couple of weeks the 2-year rose steadily following the August CPI report and due to expectations of the FOMC rate increase today and the Committee's plan going forward.



Source: Bloomberg

If you have any questions about this information or how it impacts your entity's investments please let us know!

Thanks,

Aaron

Aaron Bonck, CFA | Vice President

Time Value Investments, Inc. | 9725 3rd Ave NE, Suite 610 | Seattle, WA 98115
Direct: 206-365-3000 | Toll Free: 877-707-7787 | Fax: 206-417-6000 | www.timevalueinv.com



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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):

August 10, 2022, the President signed the Honoring Our Promise to Address Comprehensive Toxics (PACT) Act of 2021 into law. This bipartisan agreement aims to provide improved benefits and health care to veterans suffering from toxic exposure.

According to the PACT Act, the new law:

- Expands VA health care eligibility to post-9/11 combat veterans, which is estimated to include more than 5 million toxic-exposed veterans.
- Creates a framework for the establishment of future presumptions of service connection related to toxic exposure.
- Adds 23 burn pit and toxic exposure-related conditions to VA's list of service presumptions, including hypertension.
- Expands presumptions related to Agent Orange exposure to include Thailand, Cambodia, Laos, Guam, American Samoa, and Johnston Atoll as locations where in VA will concede Agent Orange exposure.
- Strengthens federal research on toxic exposure.
- Improves VA's resources and training for toxic-exposed veterans.
- Invests in VA claims processing, VA's workforce, and VA health care facilities.

Outreach update: Veterans Appreciation Dinner, will be held at Boardman Senior Center, Wednesday evening, Oct. 19th.

Total forms completed this quarter 185

2. FISCAL IMPACT:

n/a

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

Review

 Attach additional background documentation as needed.

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input checked="" type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Time Period
Morrow	July 1, 2022 through June 30, 2023

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
96	2	98

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	7
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	9
USDVA Form 20-0995 (decision review/supplemental claim) filed:	3
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	0
Total Amounts this Qtr (new monthly awards): \$ 12,060.85	Retroactive Awards for the Quarter: \$ 85,533.73

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Virtual Resource Roundtable	DVS, Transportation, CAPECO, others	18
Union Co EO Vets Benefits Fair	Lending, VSO, Mental Health, SSVF	125+
virtual	MH, Education, HC	15
virtual	Social Services, DVS, HC	6

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED
Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.
Coordination of VA Health Care services, coordinate veterans rental housing, and refer to additional services. Discuss
ODVA Emergency Grant with 3 veterans, coordinate with Veterans service group to build access ramp to vets home.
Assist veteran needing care for terminally ill spouse. Provide info re: burial benefits. Referred vet to service dog org.
Update local emergency resource guide. Refer out of town vet to Emergency Dept. Assist with transportation to appointment
Homeless veteran referral to services. Family caregiver referral. Enrollment in VA Health Care. Assist vet with Property
tax exemption letter from PMC, coordinate with local Tax assessment office.
Discuss HB/A&A for severely disabled spouse Follow up with prosthetics and repair shop to complete scooter repair.
Create veterans services survey, mail & email survey. Create & email community partner survey
Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards.
Walla Walla VA Medical Center, Morrow County Safety Committee, Community Health Information Partnership
Domestic Violence Services, Community Counseling Services, Local Public Safety Coordinating Committee
Home for Hope, Walla Walla VA Medical Center meeting
Please list below any Conferences or Training events attended.
ODVA Regional Training, ODVA single office meetings, Veterans Naturalization, Lines for Life,
Camp Lejeune Justice Act Workshop, CIS Safety Compliance Training
7 New Veterans 21-22s

Please attach a blank page to add any additional activities or innovations your office performed or accomplished this quarter.

CERTIFICATION AND SIGNATURE	
This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.	
County Veterans' Service Officer Signature	Date Signed
	10/5/2022



Glen G. Diehl
Justice of the Peace

MORROW COUNTY JUSTICE COURT

P.O. Box 130
Irrigon, OR 97844
541-922-4082
(Fax) 541-922-3472

P.O. Box 1125
Heppner, OR 97836
541-676-5644
(Fax) 541-676-5660

October 10, 2022

Justice Court
Quarterly report
3rd quarter
2022

1. Distribution of Fines and Assessments for the months of: July, August and September, 2022.
2. Navigating in our new environment.
 - a. The new building is getting better all the time as the kinks are getting worked out.
 - b. The Court is still struggling with get defendants to appear in court and pay their fines (if any)
 - c. As feared, we are starting to see an increase in small claims / evictions.
 - d. With the Sheriff's Office new Deputies coming on line, we are also seeing an increase in traffic citations. I believe that this increase will start to slow as people learn that there enough "Police" in the area, to now enforce the traffic laws. The good news is that as people see this they will start obeying the traffic laws and make our County a safer place.
3. Staffing changes.
 - a. Gabby is now out on medical leave and we were lucky enough to bring Bianca back to help. With Bianca's past experience with us and Robins knowledge and help the public should see minimal changes.
4. What's new.
 - a. I am happy to report that we have started the Juvenile Diversion program, and we are getting ever closer to establishing a working Mental Health Court. Both of these programs would not be possible without an incredible amount of work and help from our community partners in Morrow County.

Thank you

Glen G. Diehl
Justice of the Peace

IRRIGON IRRIGON COURT
 215 NE MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 9/01/22 - 9/30/22

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	176.00	.00	176.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	19483.99	.00	256.50	14349.49	1067.00	.00	.00	2.00	142.00	3667.00
T STATE OFFICER	5422.36	.00	248.00	2387.14	288.00	1713.22	.00	.00	36.00	750.00
Z DUII	1155.00	.00	595.00	482.54	.00	15.50	.00	5.00	2.00	54.96
W STATE WEIGHMAST	107.54	.00	30.00	59.54	16.00	.00	.00	.00	2.00	.00
V MISC.	351.39	.00	50.00	21.89	16.00	.00	.00	.00	2.00	261.50
C MARIJUANA LESS	32.00	.00	.00	.00	.00	32.00	.00	.00	.00	.00
J ANIMAL VIOLATIO	580.00	.00	.00	444.00	32.00	.00	.00	.00	4.00	100.00
** COLUMN TOTALS **	27308.28 *	.00 *	1355.50 *	17744.60 *	1419.00 *	1760.72 *	.00 *	7.00 *	188.00 *	4833.46 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.....	FINE SHARE.....	FINE SHARE.....	OTHER.....
COURT COSTS.....	COURT COSTS.....	UNITARY AS.....	COMP. FINES.....
CLERK COSTS.....	CLERK COSTS.....	DMV FEES.....	RESTITUTION.....
SUPPL ASSESS.....	JAIL 60%.....	STATE MISC.....	
	SUPPL ASSESS.....	DMS CONV FEE.....	
	JAIL HB2562.....	STATE OBLIG.....	
NON-COST COURT...	NON-COST COURT...	VICTIM ASSIST.....	
	SMALL CLAIMS.....	JAIL 40%.....	
COURT SECURITY...	COURT SECURITY...	LEMLA.....	
	OFFENSE SURCHG...	IDP.....	
	ATTORNEY FEES.....	COURT SECURITY...	REFUNDS.....
TOTAL CITY	TOTAL COUNTY	SECTION 6B-CFA	COLL. AGY.....
	20698.30 **	TOTAL STATE	
		4616.50	
		6403.98 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF SEPTEMBER, 2022

SIGNED 

TITLE--JUSTICE CT JUDGE DATE 10/05/22

IRRYGON IRRYGON COURT
 215 NE MAIN PO BOX 130
 IRRYGON, OREGON 97844

JC01S2

DISTRIBUTION OF FINES AND ASSESSMENTS
 7/01/22 - 7/31/22

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STAFF SHARE	IDP FEES	LEMPLA	SUPPL. ASSESS	ALL OTHER
O COUNTY OFFICER	12988.89	.00	328.65	8844.96	758.00	.00	.00	.00	93.28	2964.00
T STATE OFFICER	4428.00	.00	176.00	1979.36	208.00	1439.64	.00	.00	30.00	595.00
Z DUII	835.00	.00	180.00	594.00	32.00	.00	.00	.00	4.00	25.00
W STATE WEIGHMAST	260.64	.00	.00	260.64	.00	.00	.00	.00	.00	.00
V MISD.	355.00	.00	100.00	130.00	.00	.00	.00	.00	.00	125.00
D ANIMAL VIOLATIO	240.00	.00	.00	22.00	16.00	.00	.00	.00	2.00	200.00
** COLUMN TOTALS **	19107.53 *	.00 *	784.65 *	11830.96 *	1014.00 *	1439.64 *	.00 *	.00 *	129.28 *	3909.00 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.....	FINE SHARE.....	FINE SHARE.....	OTHER.....
COURT COSTS.....	COURT COSTS.....	UNITARY AS.....	COMP. FINES.....
CLERK COSTS.....	CLERK COSTS.....	DMV FEES.....	RESTITUTION.....
SUPPL ASSESS.....	JAIL 60*.....	STATE MISC.....	
NON-COST COURT...	SUPPL ASSESS.....	DWS CONV FEE.....	
COURT SECURITY...	JAIL HB2562.....	STATE OBLIG.....	
TOTAL CITY	NON-COST COURT...	VICTIM ASSIST.....	
	SMALL CLAIMS.....		
	COURT SECURITY.....		
	ATTORNEY FEES.....		
	TOTAL COUNTY		
	13758.89 **		
	TOTAL STATE		
	4698.64 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JULY 2022

SIGNED 

TITLE--JUSTICE CT JUDGE DATE 8/03/22

REQUEST FOR PROPSALS

Morrow County

Issued October 10, 2022

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

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

Staff

**Melissa Lindsay, Commissioner
Tamra Mabbott, Planning Director**

Introduction

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

Background

Northern Morrow County (and western Umatilla County) lies within the Greater Umatilla Basin Watershed. The region has overlapping water quality and quantity challenges as depicted on the map below. Link to a map of CGWA and LUBGWMA:

<https://www.co.morrow.or.us/planning/page/critical-ground-water-management-areas>

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

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

The Critical Groundwater Areas are identified as a significant Goal 5 protected resource according to Oregon Administrative Rules 660-023 and the County Comprehensive Plan. As

the aquifers continue to decline, Morrow County seeks technical, legal and policy guidance appropriate for county in restoring the aquifers.

Geography & Demographics

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

Demographic and GIS data are included on a new data dashboard. Found here:

<https://www.arcgis.com/apps/dashboards/10e7b25c4c944dd181100d21c29a4180>

Please contact Stephen Wrecsics, GIS and Planning Technician for more information.

swrecsics@co.morrow.or.us

Project Services

The services set forth in this RFP represents an outline of the work that the county anticipates the successful respondent(s) may be requested to perform associated with each of the areas of interest categories, and is presented for the primary purpose of allowing the county to evaluate proposals. A scope of services will be developed with the selected Respondent(s) and associated fees negotiated with each specified requested task and associated services. Below is a brief description of the services typical to each listed area of interest. The items contained within each category are not comprehensive and the county reserves the right to add related services as necessary.

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

Commented [JN1]: added here

Commented [TM2R1]: added here.

Commented [TM3R1]:

- Perform other tasks and services as agreed upon.

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

Proposal Contents

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

1. Transmittal letter – signed by an officer who may contractually bind the business, including a description of the firm. The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed, notwithstanding Morrow County's unforeseen needs, will be at a not-to-exceed price.
2. Statement of understanding of the services listed above, as well as illustrating consultant's familiarity with Morrow County and water quality and quantity issues in Morrow County and the policy and regulatory construct in the State of Oregon. Discussion of a technical approach, process for policy development and management approach.
3. List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). This includes sub-consultants proposed for use.
4. Representative list of similar projects and services completed as lead consultant within the last five years including: project description and services provided, budget and schedule performance, and contact information for the client reference.
5. Work plan and schedule to complete the project scope of work, identifying milestones and deliverables.
6. Cost proposal worksheet, including: fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be inclusive of all services, overhead, and direct expenses.

RFP Questions, Contact Person, and Schedule

Questions concerning this RFP will be responded to collectively and made available for all interested applicants via the Morrow County website. All email inquiries must be submitted no

later than 5:00 PM on October 17, 2022 to the person listed below. Responses to questions will be posted on the Morrow County website no later than October 24, 2022. Interested applicants must view Morrow County RFP webpage at <https://www.co.morrow.or.us/rfps> so that they are notified of any addenda to the RFP, or for responses to questions received.

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

Schedule

Tasks	Deadline/Dates
Release RFP	October 10, 2022
Vendor Questions Due	5:00 PM, October 17, 2022
MC Response to Vendor Questions	No later than October 24, 2022
Vendor Proposals Due	5:00 PM, November 7, 2022
Evaluation and Ranking of Proposals	November 14, 2022
Interviews (if necessary)	November 21, 2022 (tentative)
Intent to Award	November 23, 2022
Protest Period Ends	November 30, 2022
Contract Start	December 5, 2022 or shortly thereafter

Proposal Evaluation

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

Figure 2 – Proposal Scoring Criteria

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

Fees	5
------	---

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

Contract Amount and Award

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

Consultants are advised to prepare proposals which fully address the work and overarching objectives. The project scope may be reduced or the budget increased depending on the consultant responses. Planning Director will schedule the proposed technical services agreement for consideration for the Morrow County Board of Commissioners. This agreement is not in force until approved by the Morrow County Board of Commissioners and written authorization to proceed is provided to the selected consultant.

Standard Consulting Agreement

Morrow County will utilize a standard services agreement.

Protest Procedure

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

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

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

Proposal Submittal

Please submit consultant proposals to:

Morrow County Planning Department

Tamra Mabbott

Planning Director

tmabbott@co.morrow.or.us

Mailing Address:

P.O. Box 40

Irrigon, OR 97844

Physical Address:

215 NE Main

Irrigon, OR 97844

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

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

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

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

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

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

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

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

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

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

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

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

Please see attached contract with Greater Oregon Behavioral Health, Inc. (GOHBI).

Due to the recent fuel increases a cost analysis was conducted to update our contract with GOHBI. Through this analysis an increase was proposed to GOBHI to compensate the County \$70.00 for each one-way trip that the Loop provides to a GOBHI-Medicaid authorized passenger. GOHBI has reviewed and signed the contract.

2. FISCAL IMPACT:

Revenue to budget 216

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

Motion to approve The Loop and Greater Oregon Behavioral Health, Inc. (GOHBI) Service Agreement 2022 Update that expires on June 30, 2023.

Attach additional background documentation as needed.