

**Blue Mountain Translator District**  
**Board of Directors Regular Meeting**  
**June 16, 2020**

**Regular Meeting:** 6:00 PM  
**Conference Number:** 253-215-8782  
**Meeting ID:** 87961756419

**Public Participation:** BMTD is required by law to permit participation at a public location. In compliance with Executive Order 20-16, that members of the public may participate via phone. The meeting will be streamed online at [www.bmtd.org/now](http://www.bmtd.org/now).

## Agenda

1. Call to Order and Roll Call Vote
2. Declaration of Conflict of Interest
3. Reports
  - a. Director Report
  - b. Staff Report
4. Old Business
  - a. Mt. Fanny Infrastructure
  - b. Blue Mountains Now
  - c. Procurement Policies and RFP Template
5. New Business
  - a. Expenditures
  - b. 2020-21 Budget
  - c. Temporary Office Assistant
  - d. Approval of Minutes
6. Contract Review Board
  - a. Inter-Governmental Agreement with Union County 4-H & Extension Service District
  - b. Infrastructure Contract 4499-DR-OR
  - c. Grant Agreement No. 1147
7. Public Comment
8. Scheduling of Next Meeting and Adjournment

## 4.a. Blue Mountains Now

### **Haines Stampede**

The Haines Stampede & Rodeo Association, Inc. would like to stream their annual rodeo event in July using BMTD's playout system. The Association will reimburse BMTD for employee wages and mileage to attend the event in person and manage the stream.

### **Brent Clapp Productions**

Brent Clapp Productions would like to begin using BMTD's playout system to stream content on a separate channel feed. The Board does not have time to discuss this arrangement in detail during the June meeting, but Directors are asked to begin considering options for payment to use the system.

## 4.b. Procurement Policies and RFP Template

### **Staff Summary: Board Policies Regarding Contracts and Competitive Bidding**

BMTD does not currently have its own Board Policies Regarding Procurement and Contracting. As a result, ORS 279.065 requires BMTD to use the Oregon Attorney General's Model Rules General Provisions Related to Public Contracting (Oregon Administrative Rules Chapter 137 Division 46). These rules were generally designed for high-dollar state projects, and do not easily accommodate small projects by a rural special district. BMTD is statutorily permitted to reject the Attorney General's Model Rules and adopt its own procurement policies.

The following Board Policies Regarding Contracts and Procurements had their first reading in April and were reviewed by legal counsel.

Suggested Motion: *I move to approve the second reading of Board Policies Regarding Contracts and Competitive Bidding.*

### **Staff Summary - RFP Template**

Following rejection of the Attorney General Model Rules, BMTD must adopt a new RFP template. The RFP Template First Reading was approved in April and reviewed by legal Counsel.

Suggested Motion: *I move to adopt the RFP Template.*

**BMTD Board Policies Regarding Contracts and Competitive Bidding**

1. Contract Review Board
  - a. The Board of Directors is designated as the local contract review board and relative to contract concerns of this District shall have all the powers granted to the State Public Contract Review Board.
2. Administrative Rules Adopted by Reference
  - a. The Model Public Contract Rules prepared by the state Attorney General are rejected.
  - b. The administrative rules for the local contract review board, attached to the ordinance codified in this section as Exhibit B, are adopted by the Board of Directors acting as the official governing body of the District and in its capacity as the local contract review board and will be available for public inspection at the office of the Executive Director.
3. Definitions
  - a. The following words and phrases shall mean:
    - i. Board means the local contract review board as established in Section 1.
    - ii. Public contract means any purchase, lease or sale by the Blue Mountain Translator District Board of Directors of personal property, public improvements or services other than agreements which are exclusively for personal service.
    - iii. Public improvement means any construction of improvements on real property by or for the District.
4. Competitive Bids - Exemptions
  - a. All contracts shall be based upon competitive bids except:
    - i. Contracts made with, or the cost of which is provided by, other public agencies or the federal government;
    - ii. Contracts for any purchase the amount of which are two thousand dollars (\$2,000.00) or less;
    - iii. Contracts for any item which is available only through one company, firm or individual;
    - iv. In any case where the interest or property of the District probably would suffer material injury by delay or would be materially benefited by immediate purchase or contract;
    - v. And including the other exemptions listed in ORS 279.015(1).
  - b. The contract review board may by resolution exempt other contracts from competitive bidding if it finds:
    - i. The lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and

- ii. The exemption will result in substantial cost savings. In making such finding, the board may consider the type, cost, amount of the contract, number of persons available to bid, and such other factors as the board may deem appropriate.

5. Emergency Contracts

- a. A contract may also be exempted from competitive bidding if the board, by unanimous vote, determines that emergency conditions require prompt execution of the contract. A determination of such an emergency shall be entered into the record of the meeting at which the determination was made.

6. Brand name specification in contracts.

- a. Specifications for contracts shall not require any product by any brand name or mark, nor the product of any particular manufacturer or seller, unless the product is exempted from this requirement by the board under this section. However, this section shall not be construed to prevent reference in the specification to a particular product as a description of the type of item required.
- b. The board may by resolution exempt certain products or classes of products upon any of the following findings:
  - i. It is unlikely that such exemption will encourage favoritism in the awarding of the contract or substantially diminish competition.
  - ii. The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings.
  - iii. There is only one manufacturer or seller of the product of the quality required.
  - iv. Efficient utilization of existing equipment or supplies require the acquisition of compatible equipment or supplies.

7. Bid Rejection

- a. The BMTD Board of Directors or an official designated by the BMTD Board of Directors may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest to do so.

8. Bidder Disqualification

- a. The BMTD Board of Directors or an official designated by the BMTD Board of Directors may disqualify any person as a bidder on a contract if:
  - i. The person does not have sufficient financial ability to perform the contract. Evidence that the person can acquire a surety bond in the amount and type required shall be sufficient to establish financial ability;

- ii. The person does not have equipment available to perform the contract;
- iii. The person does not have personnel of sufficient experience to perform the contract; or
- iv. The person has repeatedly breached contractual obligations to public and private contracting agencies.

9. Appeal of Disqualification

a. A person who has been disqualified as a bidder may appeal such disqualification to the board as provided in this section:

- i. The person shall, within three business days after receipt of notice of disqualification, in writing notify the BMTD Executive Directors that he or she wishes to appeal his or her disqualification.
- ii. Immediately upon receipt of such written notice of appeal, the BMTD Executive Director shall inform the board.
- iii. Upon receipt of notice of appeal, the board shall notify the person appealing of the time and place of the hearing.
- iv. The board shall consider de novo the notice of disqualification, the record of the investigation made by the Executive Director and any evidence provided by the parties. The hearing shall be public and the appeal decided within thirty (30) days after receiving the notification. The board's decision and reasons therefore shall be in writing.

10. Additional Authority of the Board

a. In addition to the powers and duties established by this chapter, the board shall have such additional powers as authorized by state law and may also:

- i. Require notice publication in addition to that required by state law;
- ii. Require prequalification for persons desiring to bid for public improvement contracts;
- iii. Grant exemptions from the bid security and performance bond required on contracts for public improvements;
- iv. Make alternate arrangements for retainage pursuant to ORS 279.435.

## 5.a. Expenditures

Payee	Expenditure	Requirement	Amount
Baum Smith	RFP Policy Review	Professional Services	\$400.00
Blue Mountain Community College	Financial Aid Contribution	Internships	\$200.00
Chaves Consulting	Annual Billing Work	Consultant	\$135.00
Chaves Consulting	Printing & Mailing	Consultant	\$3,123.54
EONI	Annual Mt. Fanny Internet	Engineering - Internet	\$474.40
EONI	Website	Admin. - Phone and Internet	\$119.40
Granada Theatre*	Drive-In Theatre Season Ads	Advertising	\$200.00
Pac Empire	Summer Radio ad Campaign	Advertising	\$750.00
Payroll & Accounting Services, PC	Accounting Services	Professional Services	\$1,025.85
VistaPrint	3,000 Tri-Folds	Advertising	\$405.80

\* BMTD ad plays twice before every film and once during intermission. Contract in place until least Labor Day weekend but may extended further based on weather.

## 5.b. 2020-21 Budget Hearing

### **Introduction**

The BMTD Budget Committee unanimously approved the Budget Officer's recommendations at the May meeting. Following the Budget Committee meeting, the deadline to submit payments or exemption requests ended on May 31. The total property tax lien revenue expected decreased from \$76,000.00 to \$74,250.00. This results in total resource decrease of \$1,750.00, with associated edits on the LB1, LB20, LB30, and LB31. The changes are noted in the furthest right column, "Adopted by Governing Body," on each document, with the changes noted in bold for review while the rest of the column remains empty pending approval of the 2020-21 Budget by the Board of Directors. In the Budget, the LB30 category of "Reserved for Future Expenditure" will shrink from \$34,300.00 to \$32,550.00. The Board of Directors will consider adoption of the Budget recommended by the Budget Committee. Changes other than these modifications requested by the Board will require both the Budget Committee and Board of Directors to reconvene prior to June 30 in order to legally adopt changes.

### **Resolutions Adopting Budget, Making Appropriations, and Imposing Delinquent Fees**

#### **Resolution 2020-5: Adopting the Fiscal Year 2019-2020 Budget**

Be it resolved that the Board of Directors of the Blue Mountain Translator District of Baker and Union Counties hereby adopts the budget for the fiscal year 2018-2019 in the sum of \$427,122.00. The above were approved and adopted this 16 day of June 2020.

---

Tim Wallender - Board President - BMTD

**Resolution 2020-6: Making Appropriations**

Be it resolved that the amounts for the fiscal year beginning July 1, 2020 and for the purposes shown below are hereby adopted as follows:

<u>General Fund</u>			
<b>Administration</b>		<b>Engineering</b>	
Personnel Services	\$31,000.00	Personnel Services	\$20,000.00
Materials & Services	\$70,000.00	Materials & Services	\$18,500.00
		Capital Outlay	\$20,000.00
<b>LPTV Station</b>			
Personnel Services	\$10,000.00		
Materials & Services	\$6,000.00		
Capital Outlay	\$10,000.00		
<b>Operating Contingency</b>		\$10,000.00	
<b>Reserved for Future Expenditure</b>		\$32,550.00	
<b>Unappropriated Ending Fund Balance</b>		\$100,000.00	
<b>Total</b>		<b>\$328,050.00</b>	

<u>Mt. Fanny Powerline Fund</u>	
Personnel Services	\$4,000.00
Capital Outlay	\$4,000.00
Unappropriated Ending Fund Balance	\$41,837.25
<b>Total</b>	<b>\$49,837.25</b>

<b><u>Money Market Fund</u></b>	
Personnel Services	\$5,000.00
Capital Outlay	\$5,000.00
Unappropriated Ending Fund Balance	\$39,236.55
<b>Total</b>	<b>\$49,236.55</b>

The above were approved and adopted this 16 day of June 2020.

\_\_\_\_\_  
 Tim Wallender - Board President - BMTD

**Resolution 2020-7: Imposing Delinquent Service Charges in Baker County**

Be it resolved that the Board of Directors of the Blue Mountain Translator District hereby impose the delinquent service charge as provided for in ORS 354.690 at the rate of \$100.00 or \$200.00 per account and that these delinquent fees are hereby imposed and categorized for the tax year 2019-2020 for Baker County upon the attached list of accounts.

This list of accounts is for the fiscal year 2019-2020 of the Blue Mountain Translator District.

<b><u>Categorizing the Delinquent Services Charges</u></b>	
<b>General Government Limitations</b>	0
<b>Excluded from Limitation</b>	Delinquent Charges \$100 per account: 157 Delinquent Charges \$200 per account: 7

The above were approved and adopted this 16 day of June 2020.

\_\_\_\_\_  
 Tim Wallender - Board President - BMTD

**Resolution 2020-8: Imposing Delinquent Service Charges in Union County**

Be it resolved that the Board of Directors of the Blue Mountain Translator District hereby impose the delinquent service charge as provided for in ORS 354.690 at the rate of \$100.00, \$200.00, or \$300.00 per account and that these delinquent charges are hereby imposed and categorized for the tax year 2019-2020 for Union County upon the attached list of accounts.

This list of accounts is for the fiscal year 2019-2020 of the Blue Mountain Translator District.

<u><b>Categorizing the Delinquent Services Charges</b></u>	
<b>General Government Limitations</b>	0
<b>Excluded from Limitation</b>	Delinquent Charges \$100 per account: 511 Delinquent Charges \$200 per account: 10 Delinquent Charges \$300 per account: 1

The above were approved and adopted this 16 day of June 2020.

---

Tim Wallender - Board President - BMTD

## 5.c. Temporary Office Assistant

### **Staff Summary**

In 2017 and 2019, BMTD hired temporary office assistants to assist with processing bills and performing other clerical duties as assigned. BMTD should hire another temporary office assistant to perform these duties during summer 2020. The Budget was written to accommodate hiring of such an employee. Duration of the position will be for June 26-August 25, 2020. Wages will be \$12.00 per hour (\$0.50 above minimum wage beginning 7/1/20). Candidates will be interviewed and selected by a panel featuring Executive Director and two Directors, with Executive Director permitted to make the selection in concurrence with Directors for a probationary period to extend until official hiring approval by Board of Directors. Employee will work 20 hours per week.

## 5.d. Approval of Minutes

### **Staff Summary**

- 3/23/20 Special Meeting and Supplemental Budget Hearing
- 4/7/20 Regular Meeting
- 4/16/20 Special Meeting
- 5/20/20 Regular Meeting
- 5/25/20 Budget Committee

## 6.a. Inter-Governmental Agreement with Union County 4-H & Extension Service District

### **Staff Summary**

The Intergovernmental Agreement between BMTD and Union County is up for renewal in October, 2020 and will be approved by Union County Commissioners at that time. Proposed changes to the agreement requested by OSU Extension staff and BMTD are **bolded**.

### INTERGOVERNMENTAL AGREEMENT

Blue Mountain Translator District and Union County 4-H & Extension  
Service District

This Intergovernmental Agreement is made and entered into between Blue Mountain Translator District, hereinafter "Blue Mountain" and Union County 4-H & Extension Service District, hereinafter "4-H."

### RECITALS

WHEREAS, Blue Mountain has a need to occupy an agreed upon space of a storage building of 4-H to allow it access to the Windwave Switch available in the building and to house electrical equipment together with approximately four (4) square feet of an existing tower base.

WHEREAS, Blue Mountain and 4-H have determined that it is to their mutual benefit and the benefit of the general public if 4-H provides access to the Windwave switch, storage building and tower base.

WHEREAS, pursuant to ORS 190.010, units of local government may enter into agreement with other units of local government for the performance of any and all functions and activities that the parties to the agreement, its officers and agents have the authority to perform; and

WHEREAS, each party is a unit of local government, authorized to enter into this Agreement pursuant to ORS 10.010;

NOW, THEREFORE, THE PARTIES, in consideration of the mutual covenants set forth herein, agree as follows:

1. Term. This Agreement shall be effective upon the date of execution by both parties and shall continue for a period of 5 years **beginning October 22, 2020 and terminating October 21, 2025**, unless terminated earlier as provided herein.

2. Renewal. As long as Blue Mountain is not in default under this Agreement, the parties will consider renewal at the end of said term. 4-H is under no obligation to renew this Agreement with Blue Mountain. Scope of Services.

3. Scope of Services.

3.1 4-H shall provide Blue Mountain space that is limited to approximately six (6) square feet inside the storage building to house electrical equipment and approximately four (4) square feet using the existing tower base, which will be for the satellite tower, located outside the Extension storage building north of the main Extension building.

3.2 The 4-H Extension Service District shall allow access to the main Extension building for Blue Mountain to install a communications cable (cat 5e) from the Windwave Communications switch in the main building over to the storage building **to connect to the Skyline Tower television equipment**, and install a four foot microwave dish on a tower next to the storage building. As a public service to the residents of Baker and Union County, there will be no rent charged for using the aforementioned space and existing tower base.

4. Additional Costs for Installation and Operation of Equipment. Any additional costs for internet, installation, and low power usage are the responsibility of Blue Mountain.

5. Utilities. Blue Mountain will pay monthly when due all charges for power incurred in connection with use and operation of its equipment as determined herein. The electrical usage of the Skyline Towers television equipment housed in the storage building will be determined with an in-line meter to measure power usage. This usage can be cross-checked against historical electrical records for verification. The current estimate of power usage based on actual equipment draw is equivalent to one 100 watt light bulb per month. This power usage will be the only cost to Skyline Tower and Blue Mountain.

6. Access. Blue Mountain or its technicians, be that Skyline Tower **or other contractors including RS Technology**, will be granted 24/7 access to their equipment in case of an outage or need for repair. Keys for locks will be held by the **President** of Blue Mountain.

7. Insurance. 4-H is not responsible to insure the equipment of Blue Mountain and it shall be the responsibility of Blue Mountain to insure its equipment.

8. Indemnification. Blue Mountain shall forever indemnify, reimburse, and hold 4-H harmless and, at 4-H's election, defend 4-H for, from and against any and all claims, costs, expenses (including attorney fees) losses, damages, fines, charges, actions, or other liabilities of any description suffered directly or from a third-party claim arising out of or in any way connected with Blue Mountain's possession or use of the property.

9. Termination.

9.1 This Agreement shall be terminated without further notice if Blue Mountain ceases to exist as a special district under Oregon law for any reason.

9.2 This Agreement may be terminated by either party giving sixty (60) days prior written notice to the other party.

9.3 Upon termination of this Agreement, Blue Mountain shall remove all equipment from the premises and repair any physical damage resulting from removal. Any equipment or personal property not removed within 30 days of termination shall be deemed abandoned and 4-H may dispose of it.

10. Notice. Any notice required under this Agreement shall be effective when actually delivered or, if mailed, when deposited in the United States mail, sent registered or certified mail, addressed as follows:

Blue Mountain Translator District  
P.O. Box 901  
La Grande, OR 97850

Union County 4-H & Extension Service District

10507 N. McAlister Road  
Island City, OR 97850

11. Assignment. The parties may not assign this Agreement or sublet any portion of the structure without prior written consent of the other party.

12. Entire Agreement and Amendment. This document is the entire, final and complete agreement between Blue Mountain and 4-H regarding the subject matter contained in it, and supersedes and replaces all prior or existing written and oral agreements between the Blue Mountain and 4-H. No amendment to this Agreement shall be effective unless first reduced to writing and signed by the parties.

13. Waiver. Waiver of either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or any other provision.

\_\_\_\_\_  
Tim Wallender, President  
The Board of Directors  
Blue Mountain Translator  
District

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Paul Anderes, Commission Chair  
4-H & Extension Service District

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Donna Beverage, Commissioner  
4-H & Extension Service District

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Matt Scarfo, Commissioner  
4-H & Extension Service District

Dated: \_\_\_\_\_, 2020

## 6.b. Infrastructure Contract 4499-DR-OR

### **Staff Summary**

This contract is presented by the Oregon Office of Emergency Management and will allow CARES Act funds to be distributed to BMTD pending approval of a grant application.

## 6.c. Grant Agreement No. 1147

### **Staff Summary**

This grant award agreement is presented by the Department of Administrative Services and must be approved by the Board of directors in order to be awarded federal grant funds from the CARES Act. This grant potentially awards BMTD with up to \$28,425.93 for the cost of purchasing a TV playout system, feed splitter, and EAS devices, and additional employee compensation for BMTD's Executive Director.