

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, July 24, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated July 25th; Three Payroll Payables: July 2nd, \$3,125, July 8th, \$20,825.91 & July 17th, \$170,668.08
 - b. Minutes: June 19th
 - c. Easement Request from Morrow County Grain Growers (Ione)
 - d. Kayak Public Transit Purchase Service Agreement
 - e. Oregon Department of Aviation Intergovernmental Agreement #33694, 2018 Statewide Airport Pavement Maintenance Program
 - f. Sheriff's Office Purchase Pre-Authorization Request for Polaris Ranger for OHV Park using Oregon Parks & Recreation Department ATV Grant #19-32
 - g. Eastern Oregon Counties Association Dues Invoice
 - h. USDA Wildlife Services Annual Work & Financial Plan Agreement
- 5. Public Hearing – Community Wildfire Protection Plan Adoption**
- 6. Business Items**
 - a. Heppner Ranger District Wildfire Response Plan (Brandon Houck, District Ranger)
 - b. Predator Control (Chris Lulay, USDA/Morrow County Wildlife Specialist; Brian Thompson, Morrow County livestock producer)
 - c. Sign Site Specific Environmental Review Form related to a Morrow County Housing Rehabilitation Revolving Loan Program Application (Judy Moore, Community & Economic Development Officer, GEODC)
 - d. Juvenile Crime Prevention Funds (Sherry Wright, Juvenile Probation Counselor; Darrell Green, Administrator)
 - e. Intergovernmental Agreement with Umatilla County Health Department, Nurse Family Partnership & Business Associate Agreement (Sheree Smith, Public Health Director)
- 7. Department Reports**
 - a. Public Health Department Quarterly Report (Sheree Smith, Director)
 - b. Human Resources Quarterly Report (Karmen Carlson, Director)
 - c. Surveyor's Quarterly Report (Stephen Haddock)
 - d. Weed Department Quarterly Report (Dave Pranger, Weed Coordinator/Inspector)
 - e. Road Department Monthly Report (Matt Scrivner, Director)
 - f. County Counsel/District Attorney Quarterly Report (Justin Nelson, District Attorney)
- 8. Correspondence**
- 9. Commissioner Reports**

11:45 a.m – 1:00 p.m.: Lunch Break

- 10. 1:00 p.m. Executive Session** – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
- 11. Executive Session** - Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- 12. Signing of documents**
- 13. Adjournment**

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

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

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

Morrow County Board of Commissioners Meeting Minutes
June 19, 2019
Port of Morrow Riverfront Center
Boardman, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Kate Knop, Finance Director

Richard Tovey, County Counsel

Roberta Lutcher, Executive Assistant

Call to Order & Pledge of Allegiance: 9:02 a.m.**City & Citizen Comments:** None**Open Agenda:** No items**Consent Calendar**

Commissioner Lindsay requested to remove two items for discussion: Owner's Representative Agreement with Hill International and the Fence Construction Services Contract with Farm City Fence.

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

1. *Accounts Payable, June 20th, \$116,670.61; Payroll Payables: May 31st, \$190,065.57, June 4th, \$3,125 & \$165,467.67.*
2. *Oregon Department of Water Resources, Intergovernmental Agreement, Umatilla Basin Assistant Watermaster Program; to provide Watermaster services; term of agreement shall be July 1, 2019 to June 30, 2020; amount shall be \$12,220.*
3. *Amendment #3 to Oregon Department of Transportation Rail & Public Transit Division Grant Agreement #31435; extending the agreement to purchase a 14-passenger bus originally ordered March 2017 from Schetky Northwest but never fulfilled. Bids have been solicited from two alternate vendors. New expiration date: June 30, 2020.*
4. *Amendment to Agreement for Engineering Aviation Project Services with Century West Engineering Corporation, adding the following: "This agreement shall begin on May 22, 2019 and shall terminate on May 21, 2024, unless terminated earlier."*
5. *Contract Agreement with Gordon's Electric to install new 50kw back-up generator system tied into existing utility system with automatic transfer switch at the Boardman Public Health Department Clinic; \$42,278.*
6. *Create Code Enforcement Task Force in support of the Code Enforcement program and appoint the following members: Carla McLane, Planning Director; Sheriff Ken Matlack; Undersheriff John Bowles; Patrol Sergeant Nathan Braun; Patrol Deputy Oscar Madrigal; Shelly Wight, Public Health Department; Sandra Pointer, Public Works; Glenn McIntire, Building Official; Dave Pranger, Weed Coordinator; Shambra Cooper, Planning Department; Richard Tovey, County Counsel; Ann Spicer, Justice of the Peace; Commissioner Russell; and Joe Fiumara, Director, Umatilla County Public Health.*

7. *Resolution No. R-2019-13 – In the Matter of Adopting the Budget, Making Appropriations, Imposing the Tax, Categorizing the Tax and the Excluded from Limitations as required by Oregon Budget Law for Morrow County’s Budget Fiscal Year 2019-2020 in the amount of \$43,618,361.*
8. *Professional Services Contract with Helion Software, Inc., for Assessment and Taxation Computer Software Services; effective July 1, 2019, expiring on June 30, 2020; maximum not-to-exceed amount \$49,861. (Sole Source Procurement)*

Commissioner Lindsay seconded. Unanimous approval.

Owner’s Representative Agreement with Hill International
Fence Construction Services

Commissioner Lindsay posed several questions about both agreements, which were answered by County Counsel, Richard Tovey.

*Commissioner Lindsay moved to approve the Project Management and Owner’s Representative Services Professional Services Agreement with Hill International, Inc., associated with progressive design-build procurement, contract award, design and construction for the new Morrow County Administration Building in Irrigon; not-to-exceed amount \$165,000.
Commissioner Russell seconded. Unanimous approval.*

*Commissioner Lindsay moved to approve the Morrow County Personal/Professional Services Contract with Farm City Fence, LLC for fence construction services, effective when fully executed, June 19, 2019, and expiring three years from the execution of this agreement.
[Discussion: Chair Doherty asked about the status of the access into the new Public Works property in Boardman.] Commissioner Russell seconded. Unanimous approval.*

Public Hearing: Supplemental Budget Resolution No. R-2019-12, Parks Fund

Chair Doherty called for abstentions and conflicts of interest. Hearing none, he described how to offer testimony and then called for the staff report.

Finance Director Kate Knop said the supplemental budget action would increase the Parks Fund in the amount of \$181,000 for fiscal year 2018-19. She explained it in greater detail (Park’s Beginning Fund Balance was higher than estimated because of unspent appropriations in fiscal year 2017-18, and the revenue in Charges for Services was also higher than anticipated. The increase in expenditures from Materials & Services was to support a fire at the OHV Park and to complete a Capital Outlay project at Cutsforth Park). The adjustments, she said will make the Parks Fund compliant with Oregon Budget Law.

Closed Public Hearing

*Commissioner Russell moved to approve Resolution No. R-2019-12 – In the Matter of Appropriations for Fiscal Year beginning July 1, 2018. Commissioner Lindsay seconded.
Unanimous approval.*

Public Hearing: Supplemental Budget Resolution No. R-2019-14

Ms. Knop said the supplemental budget proposal for fiscal year 2018-19 will increase total appropriations by \$1,090,000, bringing the total adopted budget to \$39,870.392. She discussed changes needed within the six funds (Airport, County School, Ione School, Willow Creek Wind Fees, Shepherds Flat Fees and PGE/Carty). After a brief discussion, she added that according to Oregon Budge Law, when a fund increases or decreases by 10%, a public hearing process becomes necessary. She said because some funds are so small, it doesn't take much to trigger that requirement.

Closed Public Hearing

Commissioner Russell moved to approve Resolution No. R-2019-14 – In the Matter of Appropriations for Fiscal Year beginning July 1, 2018. Commissioner Lindsay seconded. Unanimous approval.

Legislative Updates

- The Commissioners discussed House Bill 2020, Cap and Trade, and efforts by Democrats to prevent it from going to a vote of the people by use of an emergency clause. Chair Doherty added farmers and cattlemen were headed to Salem today to put pressure on legislators.
- Commissioner Russell reported HB 2408 died, which according to the Oregon Legislative Information System, sought to “require prevailing wage rate be paid on projects in enterprise zones in which a property tax exemption has or will be received and in which total project cost is at least \$20 million.” He said there are plans to form a workgroup and bring it up again in the next session. The workgroup will concentrate on Strategic Investment Program Agreements (SIPs) and Enterprise Zone Agreements for windfarms and data centers. They want to single-out Morrow and Gilliam Counties, and people are nervous it will tip our world upside down, he said.
- Commissioner Lindsay said the funding for county fairs did not come through, however, it did for FFA.

Business Items

Potential SIP Agreement – Orchard Wind Project

Commissioner Lindsay said wind project developer Bob Guertin, who is a regular participant in the Military Economic Advisory Committee (MEAC) meetings, inquired as to how the County's tax abatement programs work. He is the developer for the owners of the 40-megawatt Orchard Wind Project, D.E. Shaw Renewable Investments, L.L.C. (DESRI).

After discussion, Commissioner Lindsay proposed the entire Board negotiate the agreement, if a request comes forward; Chair Doherty and Commissioner Russell agreed. It was also agreed Commissioner Lindsay will initiate conversations with the parties. Assessor/Tax Collector Mike Gorman was asked to research various scenarios.

Irrigon Building Project Update

Darrell Green, Administrator

Mr. Green discussed the agenda for the next day's project kick-off meeting with consultant Robynne Thaxton Parkinson and the County's owner's representative, Hill International. The request for proposals/quotes for the contractor will be discussed, as will project goals, he said.

Evaluation Committee for Selection of Progressive Design-Build Contractor

At a prior meeting, three members were agreed upon, Commissioner Russell, Mr. Green and Mark Patton, Chief Operations Office for the Port of Morrow. This left one position vacant. It was decided to designate the County's General Maintenance Supervisor, Tony Clement.

Juvenile Director Interview Team

The Board agreed the team will include Commissioner Lindsay, Mr. Green and County Counsel/Deputy District Attorney Richard Tovey. The position announcement closes June 24th.

Eastern Oregon Workforce Board Discussion

Commissioner Lindsay brought forth the final documents for consideration reviewed at the June 5th BOC Meeting regarding the formation of a new Workforce Development Area with Umatilla County. The Commissioners decided to move forward with the request, understanding it could be denied at the State level. Commissioner Lindsay explained the necessary Resolution will be set for next week's agenda.

Commissioner Russell moved to approve signing the Local Workforce Development Area Designation Request Form; the accompanying letter in support of the request; and the Workforce Innovation and Opportunity Act Policy. Commissioner Lindsay seconded. Unanimous approval.

Correspondence

- Email from Steve Cherry, Oregon Department of Fish & Wildlife Biologist, to the members of the Wolf Depredation Advisory Committee that ODFW formalized an Area of Known Wolf Activity (AKWA) in the Heppner unit "in response to the increased wolf activity..." Chair Doherty mentioned a picture he captured on a game camera of a black wolf, which he forward to Mr. Cherry. He went on to emphasize the importance of forwarding any images/photos to Mr. Cherry.
- Copy of letter in support of the Behavioral Health Justice Reinvestment Initiative grant program called "Improving People's Access to Community-Based Treatment, Support and Services (IMPACTS)" which multiple counties and entities supported, including Morrow County.

Commissioner Reports

- Commissioner Russell Co-Chaired the Association of Oregon Counties' Committee on Transportation & Community Development with Columbia County Commissioner Henry Heimuller. He said he found it ironic that he was stuck in traffic for the portion of the

trip that encompassed the west side of the State. Commissioner Russell said he, Mr. Green and Ms. Knop attended a meeting with the Vice President of Human Resources at Oregon Health & Science University to discuss how they transitioned from a defined-benefit retirement plan to defined-contribution plan. He said this was one of the final information gathering steps prior to updating the Board with what a proposed new plan would look like.

- Chair Doherty brought up the need to make the minutes of Columbia River Enterprise Zone II Board meetings more readily available to the public since a quorum of the Board of Commissioners attends; Commissioners Lindsay and Russell agreed. Chair Doherty said the AOC District 3 Meeting will be held in Morrow County. Commissioner Russell said Wasco County hosted last year's luncheon held in that County and proposed Morrow County do the same using the Board's Discretionary Funds.

Signing of documents

Adjourned: 11:05 a.m.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use) Item # 4c

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

Staff Contact: Carla McLane

Phone Number (Ext): 5055

Department: Planning

Requested Agenda Date: 07-24-2019

Short Title of Agenda Item: **Morrow County Grain Growers
(No acronyms please) Easement Amendment**

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

<input checked="" type="checkbox"/> N/A		<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity:		
Contractor/Entity Address:		
Effective Dates – From:		Through:
Total Contract Amount:		Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Reviewed By:

<u>Carla McLane</u>	07222019 <small>DATE</small>	Department Head	Required for all BOC meetings
	7/22/19 <small>DATE</small>	Admin. Officer/BOC Office	Required for all BOC meetings
_____	<small>DATE</small>	County Counsel	*Required for all legal documents
_____	<small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
_____	<small>DATE</small>	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):

After discussion concerning the MCGG easement modification last Wednesday, the final documents are prepared for action this week.

2. FISCAL IMPACT:

None.

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

Consent Agenda Eligible. If pulled... "I move approval of the modifications to the easement as described in the easement document."

Attach additional background documentation as needed.

<p><i>After Recording Return To:</i> KUHNS LAW OFFICES P. O. BOX 428 HEPPNER, OR 97836</p> <p><i>Address of Grantor(s):</i> MORROW COUNTY, A Municipal Subdivision of the State of Oregon PO BOX 788 HEPPNER, OR 97836</p> <p><i>Address of Grantee(s):</i> MORROW COUNTY GRAIN GROWERS, INC. An Oregon Cooperative Corporation PO BOX 367 LEXINGTON, OR 97839</p> <p><i>Until a change is requested, all tax statements shall be sent to the following address:</i> MORROW COUNTY GRAIN GROWERS INC. PO BOX 367 LEXINGTON, OR 97839</p>	<p>(Space Reserved for Recorder's Use) <i>Name of Document:</i> Modification of Easement</p> <p><i>Consideration:</i></p>
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MODIFICATION OF EASEMENT

Dated: _____, 2019

Between:

Morrow County
 A Municipal Subdivision of the State of Oregon
 P.O. Box 788
 Heppner, Oregon 97836

“County”

And

Morrow County Grain Growers, Inc.
 An Oregon Cooperative Corporation
 P.O. Box 367
 Lexington, Oregon 97839

“MCGG”

Recitals

By virtue of an Easement Deed and Agreement between Union Pacific Railroad, Grantor, and County, Grantee, dated October 15, 1996, and recorded November 6, 1996, in Morrow County, Oregon Deed Records at M-49401, Union Pacific Railroad granted to County a non-exclusive, perpetual 100 foot wide easement on property owned by MCGG and along the former Union Pacific Railroad, Heppner Branch Line. The purpose of the easement was to allow the construction, installation, operation, and maintenance of underground pipelines for transmission of irrigation water and natural gas.

Grantee County is willing to reduce the size of the currently existing easement to facilitate the expansion of the lone plant facilities, a project that will benefit the agricultural business community and the south Morrow County community in general. This real property is encumbered by the County's easement. The MCGG real property upon which the current easement exists is described in **Exhibit A** attached.

A copy of the County Easement with Union Pacific Railroad is attached as **Exhibit B**. The location of the easement as described in the Exhibit B will interfere with the construction of the MCGG lone plant expansion. Both parties desire to preserve the easement but agree to reduce the width of the easement to facilitate the construction of the MCGG lone plant. The reduction in size of the County easement will not interfere with its future intended use.

For the public good and to facilitate the construction of the MCGG lone plant expansion and to preserve the right of the County to use the easement for its intended purposes, the parties have agreed to modify the easement as described in this Agreement.

THEREFORE, FOR THE COMMON PUBLIC GOOD OF THE CITIZENS OF MCGG AND COUNTY, THE PARTIES AGREE AS FOLLOWS:

1. **Permanent Easement Location.** The easement location across the MCGG property is modified to reduce its size from 100 feet in width to 25 feet in width. The south boundary of the easement will be the southern boundary of the property described in Exhibit A. The easement will run the entire length, east to west, of the Exhibit A property.
2. **All Other Conditions Unchanged.** Except as modified by the Agreement, the terms and conditions of the County's Easement Deed and Agreement dated October 15, 1996, and recorded at M-49401 Morrow County Deed Records on November 6, 1996, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

MORROW COUNTY, A MUNICIPAL
SUBDIVISION OF THE STATE OF OREGON

By: _____
Melissa Lindsay, Morrow County
Commissioner

By: _____
Don Russell, Morrow County Commissioner

By: _____
Jim Doherty, Chair, Morrow County
Commissioner

State of OREGON)
) ss
County of Morrow)

This record was acknowledged before me on _____, 2019 by JIM DOHERTY, Morrow County, Chair; DON RUSSELL, Morrow County Commissioner and MELISSA LINDSAY, Morrow County Commissioner of Morrow County, a Municipal Subdivision of the State of Oregon.

Notary Public – State of Oregon

Signature and Notary Clause on Following Page

MORROW COUNTY GRAIN GROWERS, INC

By: _____
Kevin Gray, General Manager

State of OREGON)
) ss
County of Morrow)

Personally appeared KEVIN GRAY, who being duly sworn (or affirmed) did say that he is the General Manager of Morrow County Grain Growers, Inc., and that said instrument was signed on behalf of said corporation by authority of its board of directors and acknowledge the instrument to be its voluntary act and deed.

Notary Public – State of Oregon

MCGG/IONE PROJECT/EASEMENT/MORROW COUNTY EASEMENT MODIFICATION (07/22/19)

**EXHIBIT A TO MORROW COUNTY TO MORROW COUNTY
GRAIN GROWERS EASEMENT MODIFICATION**

Parcel 1, of MORROW COUNTY REPLAT NO. 2013-05, in the County of Morrow and State of Oregon, EXCEPTING THEREFROM: That portion lying within Oregon State Highway No. 74. (Tax lot 1S24E 1002)

4 - Modification of Easement

Page 1 of 1 Exhibit A

M-49401

MCTC - A (1463)

After Recording, Mail To:

Morrow County Court
Attn: Louis A. Carlson
Post Office Box 788
Heppner, Oregon 97836



EASEMENT DEED & AGREEMENT

File #: 454-58

THIS EASEMENT DEED & AGREEMENT, made as of the 15th day of October, 1996, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Grantor"), and MORROW COUNTY, an Oregon governmental subdivision by and through its County Court ("Grantee").

The Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), the true and actual consideration for this conveyance, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain and sell and convey unto the Grantee and unto its successors and assigns, a non-exclusive, perpetual easement, twenty-five (25.0) feet in width, to be situated between lines parallel to the center line of the Grantor's former Heppner Branch Line (hereinafter referred to as the "Property") in Morrow County, Oregon, as more particularly described in Exhibit "A", hereto attached and hereby made a part hereof, for the construction, installation, operation, maintenance, repair, reconstruction, renewal and use of (i) underground pipe lines of any size for the conveyance of irrigation water, natural and artificial gas and other gaseous or liquid hydrocarbons or any products or by-products thereof, with necessary valves and other such appliances and fittings, and devices for controlling electrolysis in connection with said pipe lines with adequate protection

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5 - Modification of Easement

Exhibit B
Page 1 of 17

ex 17

therefor; and (ii) underground fiber optic, cable TV, and other underground telecommunication wire lines and cables, conduits, splicing boxes, repeaters, repeater housings, surface testing terminals and other electrical conductors, appliances, fixtures and appurtenances of any size (hereinafter, collectively, "Grantee's Facilities"), said easement area to hereinafter be collectively referred to as the "Non-Exclusive Easement Area".

Included in this grant of easement shall be the right of ingress and egress to, from and over the Property by Grantee, its employees, contractors, servants and agents, by such practicable route and routes as shall occasion the least damage and inconvenience to Grantor, for the purpose of exercising the rights granted hereby. The Grantee shall not use or permit use of the surface of the Non-Exclusive Easement Area, however, for any purpose other than those described herein, and no third party shall be admitted by the Grantee to use, occupy or traverse any part of the Property or Non-Exclusive Easement Area without Grantor's written consent.

Further included in this grant of easement shall be the right of Grantee, Grantee's employees, contractors, servants and agents, from time to time: (a) to trim and to cut down and clear away any trees or brush on the Property which now or hereafter, in the sole opinion of Grantee, may be a hazard to the Grantee's Facilities by reason of the danger of falling within the boundaries of the Non-Exclusive Easement Area, PROVIDED, however, that all trees which Grantee removes shall be removed from Grantor's premises by Grantee and all branches, brush, and refuse wood shall be removed or chipped and scattered by Grantee, at Grantee's sole expense; (b) to mark the Non-Exclusive Easement Area by suitable markers, but said markers, when set in the ground, shall be placed in or near fences or other locations which will not interfere with Grantor's use of the surface of the Non-Exclusive Easement Area; and (c) to use such portions of the Property adjacent to and along the Non-Exclusive Easement Area as may be reasonably necessary in connection with the installation, repair and replacement of Grantee's Facilities.

The Non-Exclusive Easement Area shall be twenty-five (25.0) feet in width, with a center line that is to be fixed and established as the actual location of the first installation of Facilities (said center

line to be hereinafter referred to as the "Facilities Center Line") on the Property by the Grantor or the Grantee, and any subsequent Facilities installation by Grantor or Grantee or otherwise shall be between lines parallel to and situate twelve and one-half (12.50) feet of either side of the Facilities Center Line, when measured at right angles therefrom (or tangent thereof if a curve). Upon completion of the first installation of Facilities by Grantor or Grantee, Grantor or Grantee, as the case may be, shall record a "Notice of Location" in Morrow County records setting forth a legal description of the location of the aforesaid initially installed Facilities, and the corresponding outer boundaries of the twenty-five (25.0) foot wide Non-Exclusive Easement Area.

Any and all of the Facilities to be installed within the Non-Exclusive Easement Area by the Grantor or the Grantee are to be located at a minimum depth of thirty-six (36.0) inches below the surface of the ground directly above such Facilities, as such surface elevations exist at the time of construction or installation of Facilities. In addition, all such construction or installation of Facilities shall (i) be in strict conformity with specifications prescribed by the U.S. Department of Commerce, Bureau of Standards (or any successor regulatory agency charged with such standards), subject to the requirements of any overriding or conflicting federal, state or municipal law or regulations; (ii) be at the entire cost and expense of the Grantor or Grantee, as the case may be; (iii) require the burial of a six (6.0) inch wide warning tape at a depth of twelve (12.0) inches above the applicable Facilities; and (iv) include all reasonable steps to restore the Property, as nearly as possible, to its pre-construction condition within sixty (60) days following completion of such construction.

In connection with the installation of Grantee's Facilities, Grantee agrees to pay the Grantor, its successors, assigns or lessees, for damage to personal property, fences, livestock, growing crops and Grantor's Facilities caused by the survey and original construction and any post-construction activity as permitted hereunder, and in connection with the installation of Grantor's Facilities, Grantor agrees to pay Grantee, its successor and assigns, for damage to Grantee's Facilities caused by the survey and original construction and any post-construction activity as permitted hereunder, PROVIDED, that all claims for damages are submitted within sixty (60) days of such occurrence, otherwise, it is agreed that any claims for damages shall have been waived. Furthermore, Grantee shall not permit:

(a) any mechanics or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the insistence or request or on behalf of Grantee, excepting only those liens that may result from work required to cure negligent acts of Grantor; (b) any taxes, charges and assessments to be levied upon Grantor or the Property with respect to, or on account of, the Non-Exclusive Easement Area; or (c) encumbrances of the Non-Exclusive Easement Area or the Facilities, save and except blanket encumbrances of Grantee's easement interest hereunder given to secure the indebtedness evidenced by bonds or other debt instruments issued by Grantee.

Grantee agrees to indemnify and hold harmless the Grantor from any "Loss" which is due to, or arises from: (i) the prosecution of any work contemplated hereunder, including the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of Grantee's Facilities or any portion thereof; or (ii) the presence, operation or use of Grantee's Facilities or products conducted through or escaping therefrom; EXCEPT to the extent that a "Loss" is caused by the negligence of the Grantor. For the purposes of this paragraph, "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever; and (b) damage to, or loss, or destruction of property whatsoever.

Nothing herein prohibits Grantor, its heirs, successors, assigns or lessees, from using and enjoying the surface of the Property and the Non-Exclusive Easement Area for any purpose not inconsistent or interfering with the rights granted hereby, including the cultivation of crops, grazing of livestock and the installation of fencing, PROVIDED, such fencing contains gates for access to the Non-Exclusive Easement Area by Grantee. Where Grantor grants Grantee, Grantee's employees, contractors, servants and agents access to the Property and Non-Exclusive Easement Area over Grantor's private driveways and roadways, however, such fencing shall not be required to contain gates. Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the Non-Exclusive Easement Area, or diminish or substantially add to the ground cover within the Non-Exclusive Easement Area, without having first

obtained Grantee's written permission.

This grant of easement is for anticipated Facilities. It is expressly made a condition hereof, therefore, that mere non-use of this easement or the Non-Exclusive Easement Area for any or all of the purposes described herein-above, for any period of time, shall not be deemed an abandonment of the Non-Exclusive Easement Area or any portions thereof unused, and abandonment of this easement shall occur only upon execution and recordation by Grantee of an effective notice of such abandonment in Morrow County, Oregon records. Abandonment of this easement or the Non-Exclusive Easement Area, however, shall not affect any rights, obligations or liabilities of Grantee, accrued or otherwise, which may have arisen prior to such abandonment.

This deed is made **SUBJECT** to licenses for the continued maintenance, operation, repair, renewal and reconstruction of the wires, pipes, cables and roadways which are the subject of certain license agreements between the Grantor, or its predecessor in interest, and the licensees outlined in Exhibit "B" (hereto attached and hereby made a part hereof), or their successor(s) in interest; and (ii) all other outstanding right and conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property or Non-Exclusive Easement Area, whether recorded or unrecorded, including, but not by way of limitation, public roadways. Grantee acknowledges that Grantor shall have the right to grant perpetual easements to any of the said licensees for the same purposes as the license agreements.

The waiver by Grantor or Grantee of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Grantee or Grantor shall in no way impair the right of the Grantor or Grantee to avail itself of any subsequent breach thereof.

The easement herein granted is limited to such rights as the Grantor may have in the Property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of the Grantee or because of failure of, or defect in, Grantor's title.


This easement shall be binding upon and inure to the benefit of both Grantor and Grantee, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY


Assistant Secretary

By: 
R.D. Uhrich
Assistant Vice President -
Contracts & Real Estate

(Seal)

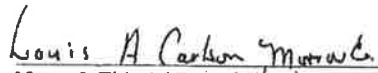
IN WITNESS WHEREOF, the Grantee has caused this deed to be duly executed as of the date first herein written.

MORROW COUNTY

Attest

By:


Signature


Name & Title (please print) Justice

6

By:

[Handwritten Signature]
Signature

Ray French - Morrow Co
Name & Title (please print) Commissioner

Approved as to Form:

By:

[Handwritten Signature]
Signature

Valerie B. Doherty
Name & Title (please print) Morrow County Counsel

(Seal)

ACKNOWLEDGMENT

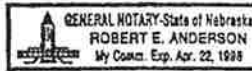
STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

The foregoing instrument was acknowledged on this 15th day of October, 19 96, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, by R. D. Uhrich and R. C. INGRAM, to me personally known, who stated that they were the Assistant Vice President - Contracts & Real Estate and Assistant Secretary, respectively, of Union Pacific Railroad Company, a Utah corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Robert E. Anderson
Notary Public

My commission expires:

4/22/98



ACKNOWLEDGMENT - CORPORATION

STATE OF _____ }
COUNTY OF _____ }

BE IT REMEMBERED, That on this _____ day of _____, 19____, the undersigned, a Notary Public
in and for the State of _____, this instrument was acknowledged before me by

AS _____
OF _____

NOTARY PUBLIC FOR _____ My commission expires _____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ }

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me, the undersigned, a
Notary Public in and for the State of _____, personally appeared the within named _____
_____ known to me to be the identical individual _____ described in and who executed the within instrument
and acknowledged to me that _____ executed the same freely and voluntarily.

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

Notary Public for _____

My commission expires _____

**EXHIBIT "A" TO THE
EASEMENT DEED & AGREEMENT**

All right, title and interest in and to those certain agreements entitled "Easement Deed and Agreement" between the Union Pacific Railroad Company (named therein as Grantee) and the parties set out herein below (named therein as Grantor) affecting certain real estate in Morrow County, Oregon described therein, said "Easement Deed & Agreement" documents having been filed for record in the said Morrow County as indicated herein below:

UPRR Folder #	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Recorder's Index #
454-04	Morrow County	09/06/95	10/04/95	46182	154122
454-08	Morrow County Grain Growers	09/11/95	10/05/95	46193	154134
454-01	Kathryn Hoskins	09/11/95	09/27/95	46127	154067
454-03	Willow Creek Country Club	09/11/95	09/27/95	46125	154065
454-02	John W. & Louise E. Wood	09/11/95	09/26/95	46110	154050
454-27	Kinzua Resources, LLC	09/05/95	10/12/95	46251	154192
454-34	Anna J. Graham Trust	09/21/95	10/03/95	46177	154117
454-32	Terry E. & Karen J. Thompson	09/11/95	09/22/95	46073	154013
454-35	Barnard & Jean Marie Damon	09/11/95	10/03/95	46175	154115
454-28	Donna M. Osmin	09/11/95	09/22/95	46069	154009
454-25	Oliver J. & Monique Devin	09/11/95	09/26/95	46113	154053
454-29	James E. Starr	10/13/95	10/25/95	46335	154276
454-07	Morrow County Grain Growers	10/09/95	10/19/95	46288	154229
454-50	Vilas D. & Deborah G. Ropp	12/18/95	01/16/96	47105	155650
454-40	Robert W. & Sharon L. Harrison	09/25/95	03/14/96	47519	154634
454-51	Jerald E. Rea, et al	11/20/95	03/11/96	47498	NONE
454-46	Charles C. & Delpha K. Jones	10/09/95	10/23/95	46311	154252
454-11	Marion L. & Mary Ann Palmer	09/05/95	09/22/95	46065	154005
454-05	Jordan Elevator Company	09/05/95	09/22/95	46075	154015
454-09	Emert Ranches, Inc.	09/11/95	10/11/95	46231	154172
454-22	James R. & B.J. Colvin-King	09/05/95	09/22/95	46071	154011
454-06	City of Ione	09/21/95	09/29/95	46158	154098
454-38	Morrow County Grain Growers	09/07/95	10/05/95	46197	154138
454-10	Ronald T. & Terri J. Palmateer	09/21/95	10/23/95	46313	154254
454-45	Lorraine M. Ladd	10/09/95	10/30/95	46372	154313
454-38	Morrow County Grain Growers	09/11/95	10/05/95	46195	154136
454-24	Richard D. & Margo E. Sherer	09/05/95	09/22/95	46067	154007
454-37	Gerald A. & Judith A. Ripka	09/25/95	03/11/96	47500	NONE

14 - Modification of Easement

Exhibit B
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EXHIBIT "A" TO THE
EASEMENT DEED & AGREEMENT
(Page 2 of 2)

UPRR Folder #	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Recorder's Index #
454-41	Jackson L. & Wendy L. Archer	09/21/95	09/29/95	46156	154096
454-54	James P. Sullivan	12/01/95	01/30/96	47209	155155
454-36	MacWheat, Inc.	10/28/95	11/17/95	46579	154522
454-47	Triple H Farms	10/09/95	10/24/95	46326	154267
454-21	Crowell & Crowell	09/11/95	09/27/95	46123	154063
454-44	Krebs Ranches	10/09/95	02/13/96	47302	155248
454-43	Willow Creek Ranch, LLC	09/21/95	09/29/95	46160	154100
454-00	James A. Ginella Trust	09/07/95	10/17/95	46276	154217
454-23	Michael A. & Sherry P. Eaton	09/11/95	09/26/95	46108	154048

15 - Modification of Easement

Page 11 of 17 Exhibit B

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
77716	9.60	6	2N	23E	Hynd Brothers Company	u.g. comm. cable
102304 (2)	9.60	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
75161	10.10	6	2N	23E	The Jamison Ranch	u.g. comm. cable
102304 (3)	10.11	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68082	10.25	6	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
102794	10.26	6	2N	23E	Edward V. Patton	water line
76573	10.30	6	2N	23E	Ed McIntyre	u.g. comm. cable
102304 (4)	10.33	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87256 (1)	10.35	6	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
102304 (5)	10.90	8	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87256 (2)	10.91	8	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
100747 (1)	11.50	8	2N	23E	David Cheney	irrig. ditch, water line
100747 (2)	12.00	8	2N	23E	David Cheney	irrig. ditch, water line
87256 (3)	12.07	17	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
106126	12.54	17	2N	23E	David Cheney	water line
68081	12.83	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
89678	13.30-95	20	2N	23E	Krebs Brothers	irrigation ditch/ culvert
128788	13.39	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
87256 (4)	14.50	29	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
103197	15.20	33	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
104675	17.10	9	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68083	17.25	9	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
128691 (1)	18.52	17	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
120572	19.78	22	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68086	21.79	27	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
102102	21.85	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
87256 (5)	22.16	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
118361 (1)	23.50	35	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87652	24.15	2	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
118361 (2)	24.20	2	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
94435	24.66-85	1	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encl.

16 - Modification of Easement

UPRR#	Milepost	Willamette Meridian			Licensee	Subject of Agreement
		Section	Township	Range		
101859	25.07	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
101767	25.25	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68822	25.30-40	4	1S	29E	Phil G. Emerit	irrigation ditch + encr.
90862	25.92	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
102304 (6)	25.98	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
94436	26.23-.55	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encr.
103569 (1)	26.24	7	1S	24E	Elmer & Lorraine Ladd	private road
103568	26.26	7	1S	24E	Elmer & Lorraine Ladd	u.g. comm. cable
102304 (7)	26.29	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
79625	26.35	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
68050	26.48	7	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
103569 (2)	27.08	8	1S	24E	Elmer & Lorraine Ladd	private road
70760	27.16	8	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
163378	27.50	8	1S	24E	Pacific Gas Transmission Co.	gas pipe line
103567 (1)	27.72	9	1S	24E	Elmer & Lorraine Ladd	water line
84903	27.80	9	1S	24E	Pacific Gas Transmission Co.	gas pipe line
15261 (1)	27.82	9	1S	24E	M. R. Morgan	water line
15261 (2)	27.83	9	1S	24E	M. R. Morgan	water line
15261 (3)	27.83	9	1S	24E	M. R. Morgan	water line
102304 (8)	27.84	9	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
136299	27.86	9	1S	24E	Morrow County Grain Growers	water line
103567 (2)	27.90	9	1S	24E	Elmer & Lorraine Ladd	water line
102304 (9)	27.96	4	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
80499	28.20	4	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
74923	28.40	4	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
114988	28.52	4	1S	24E	City of Ione	water line
118519 (1)	28.75	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
71933	28.80	3	1S	24E	City of Ione	water line
49303	28.90	3	1S	24E	Emma Hotub	water line
92600	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68742	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
120695	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
49649	29.45	3/10	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
5596	29.65	10	1S	24E	B.F. Akers	private road
118519 (2)	29.66	10	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
1844	29.85	11	1S	24E	W. R. Cochran	private road
135789 (1)	29.90-31.15	11/12	1S	24E	State of Oregon	public road
26577	30.36	11	1S	24E	Pacific Power & Light Co.	o.h. wire line
3321	30.40	11	1S	24E	Alex Lindsey	private road
96089	30.79	11	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
99462	30.80	12	1S	24E	Jordan Elevator Co.	private road
104066	30.85	12	1S	24E	US West Communications	u.g. comm. cable + encr
128691 (2)	30.97	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
78588	31.15	12	1S	24E	Jordan Elevator Co.	dike
68087	31.20	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
118518	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
74069	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
59897	31.20	12	1S	24E	Lawrence & Maryan Mc Elligott	irrigation ditch
57576	31.38	12	1S	24E	C.B. Rea	irrigation ditch
118454	31.45	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3908	32.20	18	1S	25E	A.G. Davis	private road
70457	32.4-33.4	18/19	1S	25E	Columbia Basin Electric Coop.	o.h. wire line + encr.
14415	32.63	18	1S	25E	R.B. Wilcox	private road
118709 (1)	32.81	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
118709 (2)	33.28	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
105162	33.33	19	1S	25E	Charles & Delpha Jones	water line
14441	33.46	19	1S	25E	Elbert McMillan	private road
135789 (2)	33.90-35.30	20/21/28	1S	25E	State of Oregon	public road
15831	34.00	20	1S	25E	Mary Phillips	water line
118709 (3)	34.03	20	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4125	34.15	20	1S	25E	L.A. Palmer	private road
58504	34.70	21	1S	25E	Columbia Basin Electric Coop.	o.h. wire line

18 - Modification of Easement

UPRR#	Milepost	Willamette Meridian			Licensee	Subject of Agreement
		Section	Township	Range		
69774	34.76	21	1S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
68357	35.32	28	1S	25E	Columbia Basin Electric Coop.	o.h. wire line
118453	36.22	27	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm cable
12570	36.30	27	1S	25E	Gerald White	gate
14405	36.35	27	1S	25E	Jos. Burgoyne & Fred Kuns	private road
70123	36.40	27	1S	25E	Columbia Basin Electric Coop.	o.h. comm. cable
124329	36.50	27/34	1S	25E	City of Lexington	water line
120693	37.9-39.3	35/36, 1	1S, 2S	25E	State of Oregon	public road
12891 (1)	38.40	35/36	1S	25E	Heppner Light & Water Co.	u.g. wire line
12891 (2)	38.70	1	2S	25E	Heppner Light & Water Co.	u.g. wire line
99811	38.70	1	2S	25E	Columbia Basin Electric Coop.	o.h. wire line
99998 (1)	38.75	1	2S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
14783	39.00	1	2S	25E	W.V. Pedro	private road
69483	39.73	1	2S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
96186	40.27	7	2S	26E	Donald K. Evans	water line
56318	40.45	7	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
99998 (2)	40.48	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
93631	40.53	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
69481	40.57	7	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
71276	41.30	8	2S	26E	Ralph Beamer	culvert & ditch x-ing
102992	41.37	8	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
99998 (3)	41.66	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
98488	41.88	17	2S	26E	J. Mollahan	water line
94491	42.64	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
163746 (1)	42.68	21	2S	26E	State of Oregon	public road
163746 (2)	42.70	21	2S	26E	State of Oregon	public road
77083	42.85	21	2S	26E	Pacific Power & Light	o.h. wire line
83062	43.11	21	2S	26E	Pacific Power & Light	o.h. wire line
106291	43.37	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
134327 (1)	43.40	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
78995 (1)	43.40	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
62579	43.45	21	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
78995 (2)	43.45	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
134327 (2)	43.45	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
87769	43.45	21	2S	26E	Kinzua Corp.	private road
85987 (1)	43.45	21	2S	26E	Kinzua Corp.	u.g. fire line
134327 (3)	43.50	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
68679	43.50	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
85987 (2)	43.55	21	2S	26E	Kinzua Corp.	u.g. fire line
50927	43.55	21	2S	26E	Kinzua Corp.	private road
78995 (3)	43.60	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
134327 (4)	43.62	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
117249	43.70	21	2S	26E	Kinzua Corp.	water line + encr.
134327 (5)	43.71	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
134327 (6)	43.90	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
134327 (7)	43.95	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
92264	44.00	21	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
78995 (4)	44.04-.30	21/28/27	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
91233	44.20	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
78995 (5)	44.20	28	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
99998 (4)	44.23	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
145975	44.37	27	2S	26E	U.S. West Communications	u.g. comm. cable
163746 (3)	44.60-.80	27	2S	26E	State of Oregon	public road
88744	44.70	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
99998 (5)	44.80	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
168284	45.20	27	2S	26E	Morrow County School District	right of entry

[--- END OF MORROW COUNTY, OREGON ---]

STATE OF OREGON

County of Morrow

} SS

I certify that this instrument was received and recorded in the book of records of said county.

BARBARA BLOODSWORTH,
Morrow County Clerk

by: *Shirley Mitchell* Deputy.

DOC#: 49401

RCPT: 2340

11/06/96 1:22 PM

.00

21 - Modification of Easement

Exhibit B
Page 17 of 17



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Anita Pranger Phone Number (Ext): 541-676-LOOP(5667)
Department: The Loop Morrow Co Transportation Requested Agenda Date: July 24, 2019
Short Title of Agenda Item: Kayak Purchase Service Agreement
(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

Contractor/Entity: Confederated Tribes of the Umatilla Indian Reservation (CTUIR)
Contractor/Entity Address: 46411 Timine Way, Pendleton, OR 97801
Effective Dates - From: July 1, 2019 Through: June 30, 2021
Total Contract Amount: \$24,000.00 Budget Line: 504-504-520-3746
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Anita Pranger 7-10-2019 Department Director Required for all BOC meetings
[Signature] 7/19/19 Administrator Required for all BOC meetings
R. Tovey email 7-18-19 County Counsel *Required for all legal documents
K. Knop email 7-19-19 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This contract is part of The Loop Morrow County Transportation's 5310 Grant. The money for this grant helps Kayak pay for a portion of the cost to come into Irrigon for public transportation for people to get to Hermiston, Pendleton, and LaGrande as needed. This is a two year grant with Kayak receiving \$12,000.00 per year for a total of \$24,000.00. This is the third time they have received this grant from The Loop.

2. FISCAL IMPACT:

There is a net zero fiscal impact to The Loop Morrow County Transportation because it is part of a grant.

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

Move to sign the agreement between The Loop Morrow County Transportation and CTUIR for a total of \$24,000.00 beginning July 1, 2019 and ending June 30, 2021 for public transportation service into Irrigon, Oregon.

Attach additional background documentation as needed.

Kayak Public Transit 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 **Confederated Tribes of the Umatilla Indian Reservation (CTUIR)**, 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 Provider of services in accordance with the terms and conditions specified below, that County will pay to the Provider the sum of \$12,000.00 per year. Funds for this grant will come from the 5310 Grant awarded to the County by the Federal Government for the 2019-2021 biennium. Portions of 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 failure of Provider to adhere to the terms and conditions of this agreement.

Section III Term

This agreement shall be effective from July 1, 2019 through June 30, 2021.

Section IV Terms and Conditions

The following terms and condition 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 elderly and handicapped residents of Morrow County. 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 service 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 and 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 restriction 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 and invoices for payment on a quarterly basis. For quarter beginning July 1 through September 30 report and invoice due October 15. Quarter October 1 through December 31 report and invoice due January 15. Quarter January 1 through March 31 report 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 \$3,000.00.

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, The Loop Morrow County Transportation 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. 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 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 _____ day of _____ 2019.



Ted Wright
Executive Director
Confederated Tribes of the Umatilla
Indian Reservation (CTUIR)

Jim Doherty, Chair
Morrow Co. Commissioner

Don Russell
Morrow Co. Commissioner

Attested:
Office of County Records

Melissa Lindsay
Morrow Co. Commissioner

Records Officer

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

1. Charter Bus and School Bus Requirements
 2. Energy Conservation Requirements
 3. Clean Water Requirements
 4. Bus Testing
 5. Pre-Award and Post Delivery Audit Requirements
 6. Lobbying
 7. Access to Records and Reports
 8. Federal Changes
 9. Clean Air
 10. Recycled Products
 11. Contract Work Hours and Safety Standards Act
 12. [Reserved]
 13. No Government Obligation to Third Parties
 14. Program Fraud and False or Fraudulent Statements and Related Acts
 15. Termination
 16. Government-wide Debarment and Suspension (Non-procurement)
 17. Privacy Act
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 19. Breaches and Dispute Resolution
 20. Transit Employee Protective Agreements
 21. Disadvantaged Business Enterprises (DBE)
 22. [Reserved]
 23. Incorporation of Federal Transit Administration (FTA) Terms
 24. Drug and Alcohol Testing
-

1. 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.

1. 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 69 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.

2. 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.

3. 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.

4. 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: _____

5. 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: _____

6. 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

7. 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	Yes	Yes	Yes	Yes

			pass thru to Contractor				
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Sources of Authority

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

8. 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.

9. 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.

10. 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.

11. 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.

12. [RESERVED]

13. 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.

14. 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.

15. 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 of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice or 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.

16. 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.

17. 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.

18. 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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19. 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.

20. 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 the 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.

21. 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}**.
-

22. [RESERVED]

23. 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.

24. 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).

[Return to the top of the document](#)



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

(For BOC Use)
Item #
4e

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

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Morrow County Public Works - Airport Requested Agenda Date: 07.24.2019
Short Title of Agenda Item: Intergovernmental agreement with Oregon Dept. of Aviation and Morrow County
(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:
[Signature] 7/10/19 Department Head Required for all BOC meetings
[Signature] 7/19/19 Admin. Officer/BOC Office Required for all BOC meetings
R. TOVEY via EMAIL 7/17/19 County Counsel *Required for all legal documents
K. Knop via EMAIL 7/17/19 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
DATE *Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Per the recommendation from the OAP, the 1999 Oregon Legislature passed Senate Bill 276 and House Bill 2199 to amend Oregon Revised Statute (ORS) 836.072 and ORS 319.020. These amendments allowed increased aviation fuel taxes for aviation gasoline ("Av Gas") and jet fuel sold within Oregon, thereby creating a funding source in maintaining airfield pavements on public-use airports. The Oregon Aviation plan allows the airport to get the necessary pavement preservation it requires at this time.

Oregon department of Aviation has in the radar the crack seal project for the Apron and surrounding Taxiways, the funds available for the Lexington Airport are \$26,877.09 and this will help preserve the system for now. This is no cost to the County.

2. FISCAL IMPACT:

Funding is available to crack seal and preserve the pavement on a critical area of the airport, this will not have an expenditure impact or a revenue impact as these funds are handled internally with the Federal Aviation and the Oregon Department of Aviation. The County benefits with a \$26,877.09 Value to the Airport.

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

Motion to accept and sign the intergovernmental agreement No. 33694 with Oregon Department of Aviation and Morrow County.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
Lexington Airport
2018 Statewide Airport Pavement Maintenance Program
No Local Match – PMP ODA ORV FAA Entitlement Funds Only

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Aviation, hereinafter referred to as "State," and Morrow County acting by and through its elected officials, hereinafter referred to as "Airport Sponsor," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Lexington Airport is a public use airport owned and operated by Morrow County.
3. ORS 836.072 provides State the authority to establish and fund a program to maintain and preserve the pavements used for runways, taxiways, and aircraft parking areas at public use airports in this state.
4. The Statewide Airport Pavement Maintenance Program (PMP) is a state-funded program to assist airports in undertaking pavement maintenance needed for the following reasons:
 - a. To address stop gap maintenance projects for safety reasons.
 - b. There is limited or no funding available at many smaller airports to address pavement maintenance.
 - c. Pavement preventive maintenance is the most cost-effective means to helping preserve the system's airports pavements.
5. The PMP protects Oregon's airport investments by preserving airport pavement consistent with the goals of the Oregon Aviation Plan v6.0 and funds eligible pavement preventive maintenance projects, including crack sealing, patching and fog seals.
6. Lexington Airport is identified by the Oregon Aviation Plan v6.0 as a Category IV airport. These airports support primarily single-engine general aviation aircraft but are capable of accommodating smaller twin-engine general aviation aircraft. These airports support local air transportation needs and special-use aviation activities.
7. Airport Sponsor or its controlling jurisdiction has established airport overlay zoning as required per Oregon Administrative Rule (OAR) Chapter 660, Division 013,

State/Airport Sponsor
Agreement No. 33694

Airport Planning. If OAR 660-013 has not yet been implemented, Airport Sponsor or its controlling jurisdiction must provide an action plan to establish compliance within the next three (3) years to remain eligible for the PMP.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Airport Sponsor agree that State or its contractor shall perform pavement maintenance work at Lexington Airport, described in Exhibit A, hereinafter referred to as "Project." Project description and budget are further described in Exhibit A.
2. Project cost is estimated at \$26,877.09 in state PMP and FAA entitlement funds, which is subject to change. The state PMP funds are estimated at \$26,877.09. For this specific project the Airport Sponsor has no local match contribution. *The current ODA ORV FAA entitlement funds shall contribute zero percent (0%) in FAA entitlement funds for this project, estimated at \$0.00 toward the total Project cost. (Not applicable)*
3. *For this Project, the required contribution of matching funds is provided by an FAA Non-Primary Airport Entitlement grant and ODA hereby agrees to draw down those funds in lieu of an entitlement transfer directly from the participating sponsor, as provided in State Obligations, Paragraph 6 of this Agreement, ODA ORV entitlement funds will be used. The State confirms that the current FAA grant funds in the ORV entitlement balance will be sufficient to fund the entire matching obligation and no local Airport Sponsor funds need to be contributed. (Not applicable)*
4. This term of this Agreement is effective on the date all required signatures are obtained and shall terminate upon completion of the Project.

AIRPORT SPONSOR OBLIGATIONS

1. In consideration for receipt of program funds, Airport Sponsor agrees to keep the airport open for public use for a minimum of twenty (20) years from the date of this Agreement. If this condition is not met, Airport Sponsor shall immediately reimburse all State funds used on Project to State. The amount reimbursed shall be the total amount of State funds divided by twenty (20), times the difference between twenty (20) and the number of years that the Airport remained open to the public after the funds were distributed.
2. The Project shall not provide pavement maintenance for any areas of the Airport that are private or exclusive use areas.
3. Airport Sponsor shall communicate through State with State's contractor regarding contract administration and scope of the Project.

4. Airport Sponsor agrees that, if problems with State's contractor arise during construction, it shall communicate these concerns to State, which shall be responsible for resolving these concerns.
5. Airport Sponsor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Airport Sponsor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Airport Sponsor representative shall be available on arrival of State's contractor work crews to meet with Project inspector to review work to be completed and to ensure appropriate NOTAMs (Notice to Airmen) have been issued prior to commencement of work.
7. Airport Sponsor acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Airport Sponsor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Airport Sponsor certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Airport Sponsor, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Airport Sponsor.
9. Airport Sponsor's Project Manager for this Project is Sandi Pointer, Morrow County, 365 W. Hwy 74, P.O. Box 428, Lexington, OR 97839, 541-989-8166, spointer@co.morrow.or.us, or assigned designee upon individual's absence. Airport Sponsor shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall develop all contract specifications and bid documents for the Project.
2. State shall negotiate with a selected engineer for a contract with State that includes the required price and services necessary to complete the Project.

3. State shall advertise for construction bids and intends to award a construction contract with State based on the lowest responsible bid received.
4. State or its contractor shall design and construct the Project in accordance with applicable FAA and State design standards and regulations.
5. State's contracted engineer shall inspect Project to ensure conformity with specifications and to verify quantities for contract payments.
6. *State shall draw down from ODA ORV FAA Non-Primary Account to obtain Airport Sponsor's local matching funds based on initial and final construction and engineering costs. State PMP Program shall pay the remainder of the construction and engineering costs required under the contract. (Not applicable)*
7. State's Project Manager for this Project is Heather Peck, Aviation Program Manager, ODA – 3040 25th Street SE, Salem, OR 97302, 503-378-3168, heather.peck@aviation.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Airport Sponsor, or at such later date as may be established by State under any of the following conditions:
 - a. If State fails to receive state and/or FAA funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Airport Sponsor with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own

choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Airport Sponsor (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Airport Sponsor in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Airport Sponsor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Airport Sponsor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Airport Sponsor is jointly liable with State (or would be if joined in the Third Party Claim), Airport Sponsor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Airport Sponsor on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Airport Sponsor on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Airport Sponsor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. State and Airport Sponsor hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

9. This Agreement, and attached exhibit constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

State/Airport Sponsor
Agreement No. 33694

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Director of the Department of Aviation or his designee is authorized to act on behalf of State in approving and executing this Agreement.

Morrow County

By _____

Title _____

By _____

Title _____

Date _____

STATE OF OREGON, by and through its
Oregon Department of Aviation

By _____
Director of Aviation

Date _____

Airport Sponsor Contact:

Sandi Pointer
Morrow County
365 W. Hwy 74
P.O. Box 428
Lexington, OR 97839
(541) 989-8166
spointer@co.morrow.or.us

State Contact:

Heather Peck, Aviation Program Manager
Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302
503-378-3168
heather.peck@aviation.state.or.us

**APPROVED AS TO LEGAL
SUFFICIENCY**

By N/A
Department of Justice

Date _____

Exhibit A
 Pavement Maintenance Program - 2018
 Oregon Department of Aviation

Northern Airports - Schedule G: Lexington

Program Eligible Work (ODA funded with Local Match)

No.	Bid Item	Quantity	Unit	Unit Price	Extended Price
G1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
G2	Crack Sealing	7,725	LF	\$ 1.25	\$ 9,656.25
G3	Pavement Marking	500	SF	\$ 4.00	\$ 2,000.00
Subtotal					\$ 16,656.25
	Engineering	1	LS	\$ 10,220.84	\$ 10,220.84
Total					\$ 26,877.09
					10% Match \$ 2,687.71

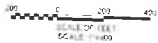
Airport Sponsor Funded Work (100% Local Funds)

No.	Bid Item	Quantity	Unit	Unit Price	Extended Price
	--No Sponsor Funded Work Elected--				
Subtotal					\$ -
	Engineering	1	LS	\$ -	\$ -
Total					\$ -
					100% Match \$ -

Project Summary of Sponsor Costs

Type of Work	Total Cost
Program Eligible Work	
Airport Sponsor Funded Work	\$ 2,687.71
Total Sponsor Costs	\$ 2,687.71

Qualifier: This Exhibit is the Engineer's opinion of probable cost for the subject project at completion of bidding. It will be updated again at Contract completion (post-construction). Until contract completion, it is only an estimate.



AH98LX-01
C.S. - 186 LF

LEGEND

- 1 A.C. CURB & SEAL SEE DETAIL
- 2 DESIGN * SEE DETAIL
- BARRICADE LOCATION

LEXINGTON AIRPORT
SCALE: 1"=40'



LEGEND
BARRICADE LOCATION
MAY TAKE ACTION
THIS SHEET. ADVISE
SCALE ACCORDINGLY.

NO.	DATE	BY	REVISIONS

CENTURY WEST ENGINEERING
 401 N. 10TH ST. SUITE 200
 ASTORIA, OR 97103
 503.325.7171
 503.325.7171

DATE: OCTOBER 2018 PROJECT NO: 43017-03-01 SCALE: AS SHOWN

DESIGNED BY: JAK
 CHECKED BY: JAK
 SCALE: AS SHOWN

OREGON DEPARTMENT OF AVIATION
 2018 PAVEMENT MAINTENANCE PROGRAM

PMP REGION 3 - NORTHERN AIRPORTS
 LEXINGTON AIRPORT

DRAWING NO: N-A7
 SHEET NO: 10 OF 16

GENERAL NOTES:

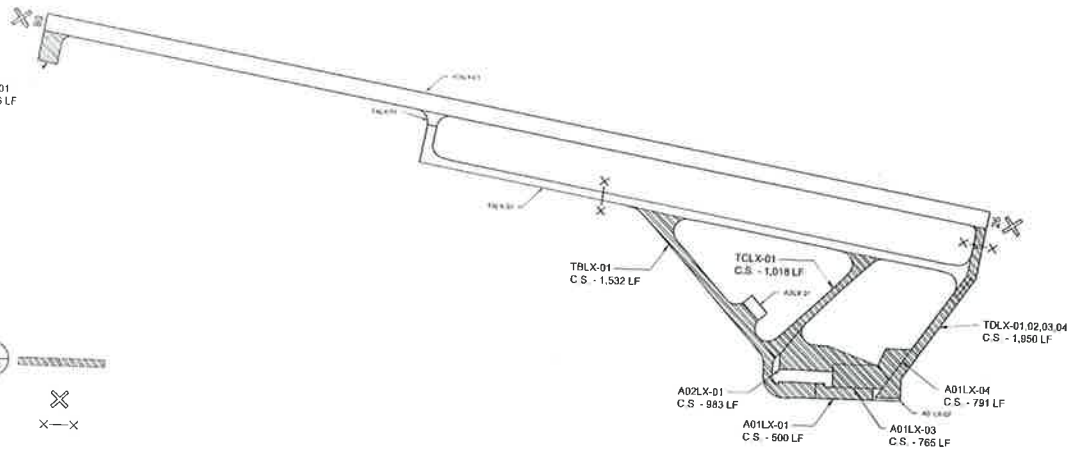
- APPROPRIATE USES UNLESS RADIO FREQUENCY OF 122.3 PERFORM RADIO CHECK PRIOR TO ENTERING AIRPORT.
- PHASING OF CRACK SEAL REQUIRED TO KEEP FACILITY OPEN TO GREATEST EXTENT & - CLOSING ONLY A PORTION OF A TAXIWAY AND/OR APRON AT ONE TIME | SEE PHASING NOTES BELOW.
- SPRAY WEEDS A MINIMUM OF TWO WEEKS PRIOR TO BEGINNING OTHER WORK ITEMS. APPLY A PRE-EMERGENT HERBICIDE TO CRACKS IMMEDIATELY PRIOR TO SEALING.

PHASING NOTES:

- BARRICADE LOCATIONS AND CLOSURE CROSSERS SHOWN ON THIS SHEET ARE FOR WORK REQUIRING RUNWAY SHUTDOWN ONLY. BARRICADE LOCATIONS FOR TAXIWAY AND APRON WORK SHALL BE DETERMINED IN THE FIELD.
- RUNWAY CLOSURES FOR ALL WORK SHALL NOT EXCEED 1 DAY (TOTAL).
- TAXIWAY AND APRON CLOSURES SHALL BE COORDINATED WITH THE OWNER AND ENGINEER PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BARRICADE EACH WORK AREA COMPLETELY TO EXCLUDE ALL AIRCRAFT. WORK SHALL NOT BE PERFORMED OUTSIDE A BARRICADED WORK AREA WITHOUT APPROVAL OF THE OWNER AND THE ENGINEER. SEE SECTION 81115 FOR SPECIFIC REQUIREMENTS.
- WHEN INSIDE THE AIR OPERATIONS AREA, THE CONTRACTOR SHALL ONLY USE HAND SIGNS APPROVED BY THE ENGINEER. ALL APPROPRIATE AND NECESSARY TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR ACCORDANT TO THE WORK ORDER ON THIS SHEET.
- VERIFY STAGING AREA LOCATION WITH THE ENGINEER PRIOR TO USE.

STRIPING NOTES:

- CONFIRM PAVEMENT MARKING PLAN WITH ENGINEER PRIOR TO WORK.
- TAXIWAY / TAXILANE MARKING (RESTRIPE) TO INCLUDE:
 CENTERLINE 6" 300 SF
 HOLD LINE 120 SF





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

(For BOC Use)
Item #
42

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

Presenter at BOC: Undersheriff John Bowles
Department: Morrow County Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5102
Requested Agenda Date: July 17, 2019

Purchase of new Polaris Ranger for Off Highway Vehicle Park under Oregon Parks Grant ATV 19-32 Morrow County Law Enforcement

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: Morrow County Grain Growers
Contractor/Entity Address: Highway 74, Lexington, OR. 97839
Effective Dates - From: 07/01/19 Through: 08/01/19
Total Contract Amount: \$26,024.27 - \$19,910.40 = \$6,114.07 Budget Line: 101-113-5-40-4403
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

John A. Bonds 7/19/19 Department Director
DATE
Darius 7/19/19 Administrator
DATE
County Counsel
DATE
Finance Office
DATE
Human Resources
DATE

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

July 1st 2019 Morrow County was awarded Grant ATV 19-32 Morrow County Law Enforcement by the Oregon Parks and Recreation Department for patrol funding and purchase of a new Polaris Ranger UTV.

The grant is an 80/20 and the total project for FY 2019/2021 is \$164,932. Included in this grant is \$19,910.40 for the purchase of a new Polaris Ranger UTV for the Morrow/Grant County Off Highway Vehicle Park.

Bids were solicited from Morrow County Grain Growers, John Day Polaris and Fun County in The Dalles. The lowest bid was \$26,024.27 by Morrow County Grain Growers. The funding difference is \$6,114.07 and will be used from the Morrow County Sheriff's Office budget line item 101-113-5-40-4403.

The three bids are attached.

2. FISCAL IMPACT:

Reduction of line item 101-113-5-40-4403 by ~~\$6,114.07~~

Total Cost of Asset: \$26,024.27

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

Approval of the purchase of the Polaris Ranger UTV from the lowest bidder Morrow County Grain Growers.

Attach additional background documentation as needed.



MORROW CO GRAIN GROWERS *L

HIGHWAY 74
 LEXINGTON, OR 97839
 (541) 989-8221

To: MORROW COUNTY SHERIFF DEPT
 P O BOX 159
 HEPPNER, OR 97836
 (541) 676-5317
 Customer #: 43109

Created: July 01, 2019
 Expiration: July 31, 2019
 Prepared By: BAILEY, JUSTIN
 Phone #: (541) 256-0379

Quote Items:

Make	Model	Description	Serial Number	Unit #	Quantity	Price	Ext. Price	
POLARIS	NORTHSTARWHITE RC		ON ORDER		1	\$26,699.00	\$26,699.00	
GOVERNMENT DISCOUNT								-\$2,202.70
MCGG DISCOUNT								-\$950.00
EXTENDED SERVICE CONTRACT								\$1,300.00
Note: TERMS: 60 MONTHS STARTING FROM FACTORY WARRANTY EXPIRATION (12 MONTH FACTORY WARRANTY + 60 MONTH ESC) THERE IS A \$50.00 DEDUCTABLE FOR WARRANTY WORK AFTER FACTORY WARRANTY EXPIRES								
ESC DISCOUNT								-\$300.00
2882710 6000LB WINCH								\$949.99
	Parts	Parts Discount			10.00%		-\$95.00	
2882529 REAR BRUSHGUARD								\$209.99
	Parts	Parts Discount			10.00%		-\$21.00	
2882531 UPPER FRONT BRUSHGUARD								\$259.99
	Parts	Parts Discount			10.00%		-\$26.00	
	Labor	MCGG Shop			2	\$100.00	\$200.00	

Special Instructions:

New equipment carries manufacturer warranty.
 Used equipment is sold as is, where is.

Total Units:	\$26,166.27
Total Discounts:	-\$142.00
Net Price:	\$26,024.27
Sales Tax:	\$0.00
Total Amount:	\$26,024.27
Down Payment:	\$0.00
Amount Due:	\$26,024.27

Terms and Conditions:

Quote is good for 30 days.

Quote Items:

Make	Model	Description	Serial Number	Unit #	Quantity	Price	Ext. Price
-------------	--------------	--------------------	----------------------	---------------	-----------------	--------------	-------------------

Signature:

Date of Acceptance:

Build Summary



RANGER XP® 1000 EPS NorthStar Edition
R19RRU99A

\$25,199.00



Pearl White

Ride Command® Package
\$1,500.00

Ride Command® 7" Display

Front and Rear Cameras

In-Dash Speakers

Polaris® PRO HD 6,000 Lb. Winch with Rapid Rope Recovery
\$949.99 | #2882710

Rear Brushguard
\$209.99 | #2882529

Upper Front Brushguard
\$259.99 | #2882531

Additional Notes

Starting Price
\$25,199.00
US MSRP

As Configured
~~\$28,118.97~~
US MSRP

Plus a \$1,035.00 destination charge (excluding AK), and setup

Terry Harper

From: Terry Harper
Sent: Monday, July 08, 2019 1:22 PM
To: jdpolaris@centurytel.net
Subject: Re: Price quote request for Morrow County Sheriff's Office/ OHV Park

Thanks Greg,

Does that include the 5 year extended warranty?

Thanks

Terry

Sent from my iPhone

> On Jul 8, 2019, at 11:55 AM, Gregg <jdpolaris@centurytel.net> wrote:
>
> STOP and VERIFY - This message came from outside of Morrow County Government.
> _____
>
>
> our price would be \$25817.00 thank you gregg 541-620-0134
>
> ----- Original Message -----
> From: "Terry Harper" <tharper@co.morrow.or.us>
> To: "jdpolaris" <jdpolaris@centurytel.net>
> Sent: Wednesday, July 3, 2019 4:06:06 PM
> Subject: Price quote request for Morrow County Sheriff's Office/ OHV Park
>
> Greg,
>
> Here is the build sheet for the Polaris we are looking at for the OHV Park. Would you please include the 5 year
extended warranty in your bid.
>
> Thank you,
>
> Terry
>
> Lt. Terry Harper
> Morrow County Sheriff's Office
> Heppner, Or.
>
> Desk: 541-676-2508
> Cell: 541-314-5203

7/9/19 - Greg
= warranty additional $\frac{25817}{1100}$
\$ 26,917.00

Terry Harper

From: Terry Harper
Sent: Wednesday, July 03, 2019 4:06 PM
To: 'jdpolaris@centurytel.net'
Subject: Price quote request for Morrow County Sheriff's Office/ OHV Park
Attachments: 20190703155426468.pdf

Greg,

Here is the build sheet for the Polaris we are looking at for the OHV Park. Would you please include the 5 year extended warranty in your bid.

Thank you,

Terry

Lt. Terry Harper
Morrow County Sheriff's Office
Heppner, Or.

Desk: 541-676-2508
Cell: 541-314-5203

Build Summary



RANGERXP® 1000 EPS NorthStar Edition
R19RRU99A

\$25,199.00



Pearl White

Ride Command® Package

\$1,500.00

Ride Command® 7" Display

Front and Rear Cameras

In-Dash Speakers

Polaris® PRO HD 6,000 Lb. Winch with Rapid Rope Recovery

\$949.99 | #2882710

Rear Brushguard

\$209.99 | #2882529

Upper Front Brushguard

\$259.99 | #2882531

Additional Notes

Starting Price

\$25,199.00

US MSRP

As Configured

\$28,118.97

US MSRP

Plus a \$1,035.00 destination charge (excluding AK), and setup

Build Summary



RANGERXP® 1000 EPS NorthStar Edition
R19RRU99A

\$25,199.00



Pearl White

Ride Command® Package
\$1,500.00

Ride Command® 7" Display

Front and Rear Cameras

In-Dash Speakers

Polaris® PRO HD 6,000 Lb. Winch with Rapid Rope Recovery
\$949.99 | #2882710

Rear Brushguard
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US MSRP

As Configured
\$28,118.97
US MSRP

Plus a \$1,035.00 destination charge (excluding AK), and setup



Oregon

Kate Brown, Governor

Parks and Recreation Department

725 Summer Street N.E., Suite C

Salem, OR 97301

(503) 986-0980

FAX (503) 986-0794

May 2, 2019

Terry Harper
Morrow County Sheriff's Office
P.O. Box 159
Heppner, OR 97836

RE: **NOTICE TO PROCEED**
All-Terrain Vehicle (ATV) Grant Program
ATV 19-32 Morrow County Law Enforcement

Terry:

Please review your emailed copy of the signed and fully executed ATV Agreement, **ATV 19-32**. This Agreement authorizes you to proceed with the project. You have until **June 30, 2021** to complete the project.

As outlined in your Agreement, reporting requirements include submitting Reimbursement Requests and quarterly Progress Reports to OPRD until project completion. Refer to the **ATV Grant Manual** for additional information on reporting requirements and to the **ATV section** of the OPRD website for specific reporting forms and instructions for the online reporting system.

Thank you for your participation in the ATV program and congratulations again on receiving ATV funds. If you have any questions, please contact me at mike.law@oregon.gov or 541-991-1989.

Sincerely,

Mike Law
ATV Grants & Community Programs Representative

Oregon Parks and Recreation Department

All-Terrain Vehicle (ATV) Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **Morrow County Sheriff's Office** hereinafter referred to as the "Grantee".

OPRD Grant Number: **ATV 19-32**
Project Title: **Morrow County Law Enforcement**
Project Type (purpose): **Law Enforcement**
Project Description: **This project requests funding for continuing to provide Law Enforcement services to the Morrow/Grant County Off Highway Vehicle Park for another two years. The Project is further described in the Application included as Attachment A.**

Grant Funds /		
Maximum Reimbursement:	\$131,945	(80.00%)
Grantee Match Participation:	\$32,986	(20.00%)
Total Project Cost:	\$164,932	

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at <http://oprddgrants.org>. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$164,932** and the Grantee's Match participation rate of **20.00%**, the reimbursement rate will be **80.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **80.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the ATV Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three-month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprddgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **June 30, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Progress Report.

Final Request for Reimbursement: Grantee must submit a Final Progress Report and a Final Reimbursement Request to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:
Attachment A: Project Application Including Description and Budget
Attachment B: Standard Terms and Conditions

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

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
Terry Harper
Morrow County Sheriff's Office
P.O. Box 159
Heppner, OR 97836
(541) 676-5317 Ext: 5108
tharper@co.morrow.or.us

Grantee Billing Contact
Terry Harper
Morrow County Sheriff's Office
P.O. Box 159
Heppner, OR 97836
541-676-5317 Ext: 5108
tharper@co.morrow.or.us

OPRD Contact
Mike Law, ATV Program Rep
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
541-991-1989
mike.law@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: Kenneth W. Matlack
Signature

KENNETH W. MATLACK
Printed Name

Sheriff
Title

04-30-19
Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: N/A
ODOJ Signature or Authorization

Printed Name/Title

Date

STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.

By: Daniel Killam
Daniel Killam, Deputy Director of Administration

5.2.19
Date

By: Jan Hunt
Jan Hunt, Grants Section Manager

5.02.19
Date

By: Mike Law
Mike Law, ATV Program Representative

4/30/19
Date

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, ORS 390.550 – 390.590, OAR 736.004.0005 – 736.004.0030, the current ATV Grant Program Manual and all other State adopted policies, guidelines and procedures.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with ATV Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the ATV Grant Program.

Equipment purchased with ATV grant funds must display a sticker supplied by the State, showing the ATV Grant funding source. The vehicle ID or a serial number, together with a photograph of equipment purchased with ATV grant funds shall be submitted to OPRD within 90 days of purchase. The Grantee is responsible for maintaining all equipment purchased under this agreement. The State must be notified prior to any sale or disposal of equipment purchased under this agreement. The Grantee agrees to return the equipment to the State for redistribution to other OHV programs should the Grantee end the project or OHV activities related to the Project at any time during the equipment's useful life. The Grantee is responsible for maintaining all equipment purchased under this agreement.

6. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense

and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State or its designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project
8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement. The Grantee may bill for reimbursable expenditures by utilizing OPRD's online Reimbursement System at OPRDgrants.org

Electronic Progress Reports: Grantee must submit a Progress Report online prior to submitting a

request for reimbursement. Grantees shall submit reimbursement requests at a minimum of three-month intervals, starting from the project effective project start date.

Progress Reports are due on the following:

Period beginning January 1, ending March 31, report is due on April 30.

Period beginning April 1, ending June 30, report is due July 31.

Period beginning July 1, ending September 30, report is due October 31.

Period beginning October 1, ending December 31, report is due January 31.

10. **No Third-Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be

given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Attachment A

Morrow County Law Enforcement (ATV)

Application #5144 - Grant Application Summary

Project Information

Project Name

Morrow County Law Enforcement

Brief Project Description

This project will continue to provide Law Enforcement services to the Morrow/Grant County Off Highway Vehicle Park for another two years.

Project Start Date

07/01/2019

Project End Date

06/30/2021

Site Name

Morrow/Grant Off Highway Vehicle Park

Site City/Town/Area

Heppner, Oregon

Site County

Grant|Morrow

Site Description

The Morrow/Grant OHV Park covers approximately 8,200 acres located in the foothills of the Blue Mountain about 35 miles south of Heppner on Hwy 207. The Park is abundant with timber and open areas providing scenic views from deep in the canyons or high on the hills. Visitors can enjoy their days riding approximately 300 miles of trails or explore other amenities the Park has to offer. The trails are marked and designated which are accessible to Jeeps, side by sides, ATVs and motorcycles. The Park also has rental cabins and camping sites from tent to full hookups. The Landing Restaurant on site provides meals and attracts park guests, local citizens and travelers. The Park has showers, rest rooms, walking trails, children play area, vehicle wash down station, permanent training facility for hands on training and stocked fishing ponds. A mud pit has been completed for extra fun and competition. . The Park trail system connects to riding areas of adjacent USFS land. The Park is open to horseback riding, bike riding and is open for Snowmobile riding and Cross Country Skiing in winter months.

Site Acreage

8200

Latitude

45.02293540565996

Longitude

-119.67606345685527

Contact Information

Applicant

Morrow County Sheriff's Office

Applicant Federal Tax Id

93-6002308

Applicant DUNS Number

Project Contact

Terry Harper

Address

Terry Harper
P.O. Box 159
Heppner, OR 97836
tharper@co.morrow.or.us
541-676-5317 Ext: 5108

Reimbursement Contact

Terry Harper

Financial Information

Requested Amount

\$131,945.40

Match Amount

\$32,986.35

Total Project Cost

\$164,931.75

Grant %

80 %

Match %

20 %

Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Patrol Deputy Salary (2.5 Positions for 2 years)	5250	Hours	\$21.34	\$112,035.00	\$0.00	\$112,035.00	
2019 Polaris Ranger 1000	1	Unit	\$24,888.00	\$24,888.00	\$4,977.60	\$19,910.40	County Budget
Patrol Vehicle; fuel, officer support	1	Total	\$28,008.75	\$28,008.75	\$28,008.75	\$0.00	County budget

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Totals				\$164,931.75	\$32,986.35	\$131,945.40	
Total Project Cost				\$164,931.75			
Total Match from Sponsor					\$32,986.35		
Grant Funds Requested						\$131,945.40	

Supplemental Information

In your "Financial Information-Project Budget Worksheet" tab, add a line item labeled "Patrol vehicle, fuel, officer support", check the box that it is match, and make sure the amount is 20% of the total project cost (Hint: That figure ends up being 25% of the Grant Request).

1a. OPERATIONS (20 points for 1a-1g) Provide a detailed project description of your grant request including seasons of use, how patrols are conducted and types of vehicles used for patrols, such as quads, motorcycles, side-by-sides, or trucks.

The goal of our law enforcement presence is to ensure a safe and enjoyable visit for our guests. Our Park is scheduled to open in early May each year and closes in the middle of November. During the time it is open we have 2 deputies working patrol 40 hours a week and a half time position working 20 hours a week. This allows deputies to overlap on weekends when park use is at its peak allowing additional hours of coverage. This staffing level allows 7 day a week coverage. We attempt to maintain a high visibility patrol 7 days a week but shifts are adjusted continuously for activities occurring inside and outside the Park. Depending on activities and weather conditions deputies use Sheriff's Office marked ATV's, side by sides and marked pickups for patrol. Unmarked Sheriff's Office vehicles are used for special assignment such as detecting hunting violations. Hunting is not allowed on the Park except for the annual Youth Elk hunt. This makes the park a target for people trying to trespass. Guests that frequent the Park often are not surprised when a deputy contacts them at Day Use" in a pickup, and then contacts them again on the trails or at their campsite a few later on an ATV. Guests report they are very happy when they see a deputy going through the camping areas late in the evening. The Park is constantly praised for having law enforcement presence. Deputies attempt to meet and greet" as many guests as possible when they arrive at the Park. The goal is to insure they know there is a law enforcement present in the park, answer questions about park rules and communicate what is acceptable behavior. Because deputies stay at the Park during their work week they are accessible and readily available 24 hours per day. In this grant we are asking to replace a 2007 Polaris Ranger that was purchase with ATV grant. A marked 2016 Dodge Ram 1500 will be transferred to the OHV Deputy fleet in this grant cycle to upgrade the 2010 Ford Pickup. The 2010 Ford will be used as a patrol vehicle for the half time Deputy.

1b. OPERATIONS - What OHV areas are you patrolling?

The Sheriff's Office patrols all areas of the Park and the surrounding area. This includes patrol of roads on the perimeter of the Park, staging areas, trails and campsites. These patrols are done on a frequent basis. Perimeter patrols focus on making sure OHV's are operated safely and comply with road and land use restrictions. Areas surrounding the Park in the near vicinity are also patrolled on a regular basis.

1c. OPERATIONS - Describe the need for this project. List and describe the OHV law enforcement problems/issues and how the grant will resolve them.

The Morrow County Sheriff's Office will patrol the Morrow/Grant County OHV Park during the operational season from May through November of each year. Two deputies will be assigned to the park during the season and a part time position will assist with additional patrol shifts. Schedule will ensure a law enforcement presence seven days a week with overlapping coverage during peak days. Schedule can be adjusted for different activities and events occurring at the Park. Deputies and other Park employees are told frequently that the Law Enforcement presence is appreciated. The deputies spend their time ensuring the safety of all visitors to the Park by maintaining a "high visibility" that stops most issues before they start. In addition, they attempt to correct safety issues and behavior while visitor are still within the load/unload area and the camping area.

Since the Park opened in 2003 it has grown and developed into a destination park that attracts ever increasing numbers of visitors. The Parks location establishes it as an attraction for OHV riders and travelers. The Park offers traveler services such as restrooms, restaurant, Law Enforcement services, Medical Services and communication in an area devoid of such services.

Over the years visitors to the park have changed as it developed to a destination riding area. With the development of newer larger more powerful OHV's the speed and risk of trail riding has increased. This change has created more visitors, higher speed machines and more incidents calling for the assistance of Law Enforcement and Medical assistance.

1d. OPERATIONS - How many law enforcement officers will patrol the OHV areas?

2.5 Deputy positions

1e. OPERATIONS - What is the average hourly cost for OHV patrols including benefits?

\$21.34 per hour

1f. OPERATIONS - Provide a written summary of your ATV law enforcement activities over the previous 12 months.

The OHV Park closed for the season mid November 2017 and all ATV, Rangers and marked patrol pickups were moved to Heppner for inside storage and battery tenders. Deputy Stokoe attended the ATV Conference in April and started patrols prior to the Park's opening. He dealt with issues for riding in closed areas and found people attempting to access the shop area. Due to the reduction of OHV park funding in the prior grant patrol hours were reduced leaving some days not covered at the park. Throughout the season full time Deputies and Supervisors were assigned to do checks on the park when OHV deputies were not there or when visitor numbers were high. Deputy Stokoe and Wilson stayed at the Park during their work hours and were available 24 hours as needed. Deputy Stokoe discovered a burglary at The Landing restaurant and solved the case leading to restitution to the owner and the suspects 2 year ban from the park.

Deputies provided "high visibility" patrols. Marked patrol vehicles were used to routinely patrol the perimeter of the park, staging areas, camp areas and roads into the park. ATVs were used to patrol the trail system, staging, and camp areas. These patrols watched for infractions, safety violations, did sticker inspections and provided other assistance to guests at the park.

During patrols Deputies check for trail safety concerns and correct them or report them to maintenance staff. Fire watch was a part of every patrol as this quarter covered a dangerously high fire season.

July 23rd a fire erupted on a neighboring property due to a logging operation. Fire quickly spread onto the OHV Park but rapid response by park personnel, local ranchers, loggers, ODF and USFS personnel helped contain the fire to 437 acres of which 257 acres were on OHV park property. An ODF Type II incident management team was assigned to manage the fire and over 400 fire personnel were based at the OHV Park fighting the fire. They were aided by heavy equipment and air assets. Cost of fire suppression was over \$5 Million. At one point neighboring USFS Bull Prairie campground had to be evacuated. Deputy Stokoe and Deputy Wilson worked hard managing the park visitors and fire personnel. They assisted with road patrols, aided in evacuation and camp security. Heavy smoke persisted in the area of the OHV Park from the wildfires in Oregon throughout much of the late summer months.

A section of the OHV Park had been booked for a 150 person wedding on ATV's during the fire activity and Deputies coordinated fire crews and wedding guests without conflict.

Deputies assisted with first aid for several injured riders this summer and aided emergency medical personnel with wrecks on State Highways near the Park. Deputies assisted park guest by hauling disabled machines from the trail system back to camp and helped recover a lost rider and equipment that left the park and was found 30 miles away. Deputies assist the maintenance department with various tasks including trimming trails and moving equipment from one work site to another. Deputies did multiple ATV Youth Evaluations for both Class 1 and Class 3 youth riders. And as always, made as many non-enforcement contacts as possible to help educate riders. Deputies try to make these classes a priority when requested to assist the park visitors in receiving their training. Archery hunting seasons around the OHV Park started the third week of August followed by rifle seasons for deer and elk through mid-November. Hunting season provide a unique challenge for Park Deputies. Hunting is not allowed on the park but we have always struggled with individuals trying to hunt on the boundaries of the park. Patrol hours were adjusted to allow for early morning and evening patrol and no issues were encountered this hunting season.

Deputy Stokoe continues to work one day in Circuit Court Security and 3 days at the park due to reduced hours in the current grant. Deputy Stokoe stays at the OHV Park on his work days and is accessible 24 hours a day if needed. Deputy Morris joined the OHV Patrol staff in August and commuted from Lone during his shifts. Deputies greet and visit campers and promote safe ATV operation and make as many non-enforcement contacts as possible to help educate riders. The OHV Park closed November 12th 2018 for this season and equipment has been stored.

1g. OPERATIONS - How many total hours will you patrol in the first year? (12 month estimate)

2640 hours

How many hours (estimate) will you patrol in July?

430 hours

How many hours (estimate) will you patrol in August?

450 hours

How many hours (estimate) will you patrol in September?

420 hours

How many hours (estimate) will you patrol in October?

440 hours

How many hours (estimate) will you patrol in November?

200 hours

How many hours (estimate) will you patrol in December?

None- Park Closed

How many hours (estimate) will you patrol in January?

None- Park Closed

How many hours (estimate) will you patrol in February?

None- Park Closed

How many hours (estimate) will you patrol in March?

None- Park Closed

How many hours (estimate) will you patrol in April?

None- Park Closed

How many hours (estimate) will you patrol in May?

280 hours

How many hours (estimate) will you patrol in June?

420 hours

2. RIDER BENEFIT. (20 points) Explain how this project benefits the OHV trail user and is directly related to the safety of the ATV users.

This project contributes in several ways to the safety of our ATV and other OHV users. Just being on the trails with riders seeing deputies is a constant reminder to be aware and courteous to other riders. Frequent contacts spur conversations that lead to talking about safety. Protection is provided with the perimeter patrols by keeping people from activities such as shooting firearms into the Park. With the deputies there, lost and overdue riders are usually located within a short amount of time. The knowledge of the Park Deputies about the terrain and trails and their guests make the use of Search and Rescue units negligible. If someone is injured,

deputies that locate them are able to give first aid or summon proper medical help. Deputies are OASYREP Oregon ATV Safety Youth Rider Endorsement Program and Oregon Motorcycle Riders Association (OMRA) instructors. These classes educate youth and parents on rider safety. Deputies also educate the public on handling emergencies and give other tips such as what to do if you get lost.

3a. PLANNING (20 Points total for 3a, b and c) Describe your planning efforts to determine the staffing levels and resources. This should include initial planning with other agencies. How do you make decisions on when staff will patrol on an annual basis, such as for seasonal peak use, seasonal closures (fire, snow), holiday weekends, weekday vs weekend, and number of deputies at a given time? This question is focused on the annual planning of staff.

Our current staffing level and resources come from past experience and input from Sheriff's Office management team, Park staff and Park management. We get estimates from Parks Office that tell us the Park's guest number weekly based on campsite registrations. Park visitors have gone up again and there are more quests staying during the week after weekend riders leave. The trend in visitors at the Park show numbers increasing midweek which reinforces the need for having a Deputy in the Park 7 days a week. With a 15 year history of visitors to the OHV Park, peak times can be predicted and issues that reoccur can be anticipated such as holiday weekends and hunting seasons. The Park continues to add amenities that will draw more visitors and Morrow County Sheriff's Office wants to keep up with that growth. Park management asks that we attempt to have 7 day a week coverage to ensure problems are kept to a minimum. The requested funding in this grant will be able to provide law enforcement presence 7 days a week (both deputies stay at the Park during work week so deputies are available 24 hours per day much of the time) and have some flexibility for covering events or other activities such as hunting season.

3b. PLANNING - How are you communicating with the land manager/recreation staff and how often throughout the year to address issues and coordinate resources? Such as for events, changes in use patterns, addressing problem areas, reducing duplication of patrols, providing backup, providing assistance and sharing schedules. This question is focused on the day-to-day, on the ground, operations of the staff.

We have a Park Manager that we are constantly in contact with. If he is not available at the Park, he is available by phone. We see other Park staff on a daily basis. This includes Park host and maintenance crew. We also see our land manager at the Park. We also attend county parks meetings on a quarterly basis. Communication with Park office is ongoing throughout the year for planning for the season. The Park Manager is a long time county employee and established relationships with the Sheriff's Office Management allow for frequent conversation, adjustments as needed and contribute to a team effort to make operations smooth.

3c. PLANNING - How are you working with other law enforcement agencies (OSP, other county Sheriffs, USFS LEOs, BLM Rangers, city police) throughout the year to assist with your patrols?

We work with other factions of the Morrow County sheriff's Office, Oregon State Police, Grant County Sheriff's Office, U. S. Forest Service LEO's and Oregon Department of Forestry personnel to provide the best services to the public. Morrow County has assisted with arrests and transports. Oregon State Police has assisted with hunting patrols and we trade information about what is going on in and around the Park. Oregon State Police staff extra Game Troopers during hunting season and we work together dealing with issues as they arise. Grant County Sheriff, Wheeler County and Morrow County Sheriff's Office have worked closely over the years providing services needed in the most efficient way. The U.S. Forest Service has been an active community partner and neighbor and works closely with Morrow County Sheriff's Office on violations or crime that occur on the forest or near the park.

4. ECONOMIC DEVELOPMENT OPPORTUNITIES (10 points). Please describe how the riding areas you patrol contributes to the local economy.

The Park has created jobs. Several people have been employed by the Park (manager, maintenance personnel, OHV Deputies and camp host). It has created jobs for contractors, (building structures, logging, restaurant). Visitors to the Park continue to bring in money to the local economy with Park guests spending money in towns in both counties. As park visitors have increased the merchants in Heppner and town on other travel routes to the park benefit from additional business sales. Over the last several years the Park has been the fire base on several complex fires. Those activities bring in revenue to local business as well as providing needed support for the fire camps.

5. FINANCIAL SUPPORT (5 points). Describe any additional ATV Patrol hours funded by your agency or another agency that you will be providing and are not shown as match. Please list other non OPRD ATV Program grants you have received over the last 3 years which are not part of this grant, but relate to OHV use in your program.

We use Morrow County Sheriff's Office emergency dispatch that OHV department is billed for. Morrow County Sheriff's Office provides daily supervision and reporting of grant activities. A 2016 Dodge pickup valued at \$25,000 will be transferred to the OHV Patrol in this upcoming grant cycle. This did not include police equipment that was added on. We charge the going rate per mile for

vehicle use. We have a \$6500 line item in the Sheriff's Office annual budget that is used for uniforms and personal protective gear for the OHV Park Deputies and minor repairs to equipment. Those funds can also be used for minor repairs and office supplies for the Park. Over the last grant cycle MCSO patrols and supervisors worked hours at the Park or did spot patrols on days when a OHV deputy was not present to help ensure smooth operations at the Park. Historically deputies stay at the Park during their work week and volunteer some of their time for extra patrol or for assisting with other non law enforcement projects.

6. LETTERS OF SUPPORT (5 points). Current letters of support, from a variety of sources, help to demonstrate the need and success of your program. Letters from OHV riders and clubs are very important and score the most points. Letters from local businesses, county commissioners, and other groups are also important. Letters from agencies also show support, but only two letters from agencies are allowed. Please list here the name, title, group, business or agency from each letter that you attach. You can attach up to a TOTAL of 10 letters of support. No letters will be accepted from previous years.

Commissioner Don Russell - letter of support. Commissioner Melissa Lindsay- Letter of support. Karen Wolff - Letter of support. John Wight- Letter of support. Chief Rusty Estes- Heppner Fire/EMS- Letter of support. Jeff Cutsforth- rider letter of support. Karen Patterson- property neighbor- letter of support. Debbie Westwood/ Jim Hauner- rider letter of support. Lebron Hendon- rider letter of support. Kelli Hendon- rider letter of support.

Applicant Certification

As an authorized representative of **Morrow County Sheriff's Office**, I certify that as a condition of receiving ATV Grant Program assistance we will comply with all applicable local, state, and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules, Chapter 736, Division 4 for the Distribution of State Funding Assistance to Units of Public and Private Use for All Terrain Vehicles and OPRD's Procedures Manual for the program.

I also, certify that to the best of my knowledge, the information contained in this application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State Agreement, should this project receive funding assistance.

Terry Harper, 11/15/2018

▼ 8 Files

No Comments

▼ 6 Logged Events

This application requires a Letter of Intent

Show Letter of Intent



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

(For BOC Use)
Item #
49

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 07/24/2019

Eastern Oregon Counties Association Membership Dues

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:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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

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 Eastern Oregon Counties Association dues were discussed at the July 3rd Board of Commissioners meeting. The EOCA mentioned they were not hiring a lobbyist and would be backing off of some initiatives. They will craft a list of what they will work on going forward and develop a full budget to let the counties know where the money is going.

At the July 3rd BoC meeting, it was suggested we pay \$7,500.00 instead of the invoiced amount of \$10,500.00.

These dues are for FY 2019-2020.

2. FISCAL IMPACT:

Budget GL line 101-101-5-20-2415

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

Motion to approve and pay EOCA dues for 2019-2020 in the amount of \$7,500.00

Attach additional background documentation as needed.



Union County

1106 K Avenue
La Grande, OR 97850
(541) 963-1001

INVOICE

Date: March 5, 2019
Invoice #7038

To **Morrow County**
Att: Jim Doherty
P.O. Box 788
Heppner, OR 97836

PAYMENT TERMS

July 1, 2019

QUANTITY	DESCRIPTION	AMOUNT
	EOCA 2019-20 Membership Dues	\$10,500.00
SUBTOTAL		\$10,500.00
ADMIN FEE		\$0
TOTAL		\$10,500.00

Make checks payable to: **Union County**
1106 K Avenue
La Grande, OR 97850

THANK YOU!



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

(For BOC Use)
Item #
4h

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 7/24/2019

United States Department of Agriculture (USDA), Animal and Plant Health
Inspection Service (APHIS) Wildlife Services Work and Financial Plan

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: USDA APHIS Wildlife Services
Contractor/Entity Address: 6135 NE 80th Avenue Ste. A-8 Portland, OR 97218
Effective Dates - From: July 1, 2019 Through: June 30, 2020
Total Contract Amount: \$60,000 Budget Line: 101-199-5-50-5115
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

APHIS - WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Morrow County from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

2. FISCAL IMPACT:

The Budget Committee approved appropriations for fiscal year 2019-2020 in the amount of \$60,000.

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

Motion to approve the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS) Work and Financial Plan, July 1, 2019 to June 30, 2020, in the amount of \$60,000.

Attach additional background documentation as needed.

FINANCIAL PLAN
 For the disbursement of funds from
 Morrow County
 to
 USDA APHIS Wildlife Services
 for
 wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance
 wildlife to protect property and human health and safety
 from
 July 1, 2019
 to
 June 29, 2020

Cost Element		Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	71% ¹ of FTE(s) for FY 18-19
Personnel Compensation		\$ 35,613.88	\$ 19,609.95	\$ 55,223.83
Vehicles		\$ 6,508.46	\$ 3,583.73	\$ 10,092.20
Hires & Reimbursements		\$ 3,527.13	\$ 1,942.13	\$ 5,469.26
Supplies and Materials		\$ 1,538.89	\$ 847.35	\$ 2,386.24
Equipment		\$ -	\$ -	\$ -
Subtotal (Direct Charges)		\$ 47,188.36	\$ 25,983.17	\$ 73,171.53
Pooled Job Costs	11.00%	\$ 5,190.72	N/A	\$ 5,190.72
Indirect Costs	16.15%	\$ 7,620.92	N/A	\$ 7,620.92
Agreement Total:		\$ 60,000.00	\$ 25,983.17	\$ 85,983.17
Percentage Cost Share		64.49%	35.51%	100.00%

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$60,000.00.

¹This percent reflects current costs and predictive forecasting which is subject to change based on actual costs, including but not limited, to employee costs (including benefits) and actual supply and equipment costs.

**USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN**

COOPERATOR:	MORROW COUNTY
COOPERATIVE AGREEMENT NO.:	19-7341-5126-RA
ACCOUNT NO.:	AP.RA.RX41.73.0535
AGREEMENT DATES:	July 1, 2019 - June 30, 2020
AGREEMENT AMOUNT:	\$60,000.00

Pursuant to Cooperative Service Agreement No. 18-7341-5126-RA between Morrow County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Morrow County from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor Patrick Smith in LaGrande, Oregon (541) 963-7947 will supervise this project. This project will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.
3. APHIS-WS will bill Morrow County quarterly for actual costs incurred in providing service, not to exceed \$60,000.00.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Morrow County understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Morrow County and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire Marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

COST ESTIMATE FOR SERVICES:

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

AUTHORIZATION:

Morrow County
Attn: Accounts Payable
P.O. Box 867
Heppner, OR 97836

Representative, Morrow County _____
Date

Agreement is effective the date of Cooperator signature or agreement start date, whichever is later.

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION
SERVICE WILDLIFE SERVICES

State Director, Oregon _____
Date

Director, Western Region _____
Date

FINANCIAL PLAN
 For the disbursement of funds from
 Morrow County
 to
 USDA APHIS Wildlife Services
 for
 wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance
 wildlife to protect property and human health and safety
 from
 July 1, 2019
 to
 June 30, 2020

Cost Element		Full Cost
Personnel Compensation		\$ 37,280.89
Travel		\$ 6,110.34
Vehicles		\$ 2,256.06
Other Services		\$ 1,541.07
Supplies and Materials		\$ -
Equipment		\$ -
Subtotal (Direct Charges)		\$ 47,188.36
Pooled Job Costs	11.00%	\$ 5,190.72
Indirect Costs	16.15%	\$ 7,620.92
Agreement Total:		\$ 60,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$60,000.00.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
Item #

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item: Replacement Vehicle Purchase
(No acronyms please)

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 7/24/19

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Hermiston Chrysler Dodge Jeep Ram
Contractor/Entity Address: 81143 US Hsy 395, Hermiston, OR 97838
Effective Dates – From: _____ **Through:** _____
Total Contract Amount: \$23,287.50 **Budget Line:** 101-103-5-40-4426
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Mike Gorman	7/22/19 <small>DATE</small>	Department Director	Required for all BOC meetings
Darrell Green	7/22/19 <small>DATE</small>	Administrator	Required for all BOC meetings
	 <small>DATE</small>	County Counsel	*Required for all legal documents
Kate Knop (email)	7/22/19 <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
	 <small>DATE</small>	Human Resources	*If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

I have been approved to purchase a replacement vehicle for the Assessment & Tax Dept. not to exceed \$25,000. Attached are quotes for several vehicles. I wish approval for the 2019 Jeep Cherokee Plus from Hermiston Chrysler Dodge Jeep Ram in the amount of \$23,287.50. This amount is not lowest bid (see Power Jeep bid of \$22,495.18) The Hermiston dealership is much closer than Power Auto Group in Newport. The Jeep at the Hermiston dealership is white, which is a neutral color compared to the Jeep from Power Autogroup which is Blue. The difference of \$792.32 is justifiable due to the distance of the dealerships.

2. FISCAL IMPACT:

\$23,287.50

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

Approve

Attach additional background documentation as needed.

Mike Gorman

From: Kate Knop
Sent: Monday, July 22, 2019 11:32 AM
To: Mike Gorman; Darrell Green
Subject: RE: Vehicle Purchase

Mike,

I approve the vehicle purchase and bid chosen. The bid does state "subject to availability" so hopefully the vehicle is still available.

I will bring over a copy of the new insurance card.

Kate Knop
Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Mike Gorman
Sent: Monday, July 22, 2019 10:59 AM
To: Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: Vehicle Purchase

Could I get both your blessings please?

Thanks,

Mike Gorman
Morrow County Assessor/Tax Collector
100 Court Street
PO Box 247
Heppner, OR 97836
541-676-5607

Hermiston Chrysler Dodge Jeep Ram

81143 US Hwy 395, Hermiston, OR 97838
Hermiston, OR 97838
https://www.hermistonchryslerdodgejeepram.com

Sales: 8442847254
Service: 5415677766
Commercial: 8442844113

2019 Jeep CHEROKEE LATITUDE PLUS 4X4



Body Style: Sport Utility
Model Code: KLJE74
Engine: 2.4L I4 MultiAir® Engine
Transmission: 9-Speed Automatic Transmission
Drive Type: 4x4
Ext. Color: Bright White Clear Coat Exterior Paint
Int. Color: Black
MPG: 21 City / 29 Hwy
VIN #: 1C4PJMLB9KD380760
Stock #: T3276

MSRP: \$30,140

Dealer Discount:

-\$2,640

Internet Price:

\$27,500

- o Retail
- Consumer
- Cash **-\$3,000**
- o West BC
- Regional
- Bonus Cash
- \$1,000**
- o Bonus Cash
- \$500**

FINAL PRICE:

\$23,000

YOU SAVE: \$7,140

- o Lease Cash
- \$3,500
- o IDL Bonus
- Cash \$1,500
- o Chrysler
- Capital
- Combo Cash
- \$1,000
- o Chrysler
- Capital 2019
- Bonus Cash
- \$1,000

*Bid Subject TO Availability
Rebates Are AS of 7-18-19, Subject TO
Change.*

Price \$23,000.⁰⁰

TAX \$137.⁵⁰

21 DAY Trip Permit \$35.⁰⁰

Dod Fee \$115.⁰⁰

TOTAL \$23,287.⁵⁰

Morrow County

POWER CHRYSLER JEEP DODGE
1217 N COAST HWY
NEWPORT, OR 973652499

Configuration Preview

Att: Mike Gorman

Date Printed: 2019-07-17 4:31 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1 in stock
Status: ~~BA Pending order~~
FAN 1: 48979 State of Oregon
FAN 2:
Client Code:
Bid Number: TB9280
PO Number:

Sold to:
POWER CHRYSLER JEEP DODGE (88811)
1217 N COAST HWY
NEWPORT, OR 973652499

Ship to:
POWER CHRYSLER JEEP DODGE (88811)
1217 N COAST HWY
NEWPORT, OR 973652499

Vehicle:

2019 CHEROKEE LATITUDE 4X4 (KLJM74)

	Sales Code	Description	MSRP(USD)
Model:	KLJM74	CHEROKEE LATITUDE 4X4	25,495
Package:	2BJ	Customer Preferred Package 2BJ	0
	EDE	2.4L I4 Zero Evap M-Air Engine w/ESS	0
	DFH	9-Spd 948TE FWD/AWD Auto Trans (Make	0
Paint/Seat/Trim:	230	Blizzard Black Crystal <i>Blue shade Pearl</i>	0
	APA	Monotone Paint	0
	*S5	Cloth Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	ADC	Popular Appearance Group	0
	5N6	Easy Order	695
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9280	Government Incentives	0
Discounts:	YGS	3 Additional Gallons of Gas	0
Destination Fees:			1,195
			<u>Retail</u> Total Price: 27,385

Order Type: Fleet

Don Kasinger
Gov Fleet Mgr

Price \$ 22,237.00
15% tx 111.18
\$ 22,348.18
E-plates 147.00
\$ 22,495.18

Fob
Heppner

Subject to prior sale
at time of Notice of
Intent to Purchase.
don

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

. null, null, null

Customer/Company:

Sales Consultant:

William MacInnes

Address:

Vehicle #1: 2019 Chevrolet Equinox	VIN/Order #	MSRP	Stock #
	2GNAXSEV8K6306400	\$29,480.00	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: 1XX26-LS AWD
 PEG: 1LS-LS Model - 1.5L
 Primary Color: GAZ-Summit White
 Trim: H72-Cloth, Medium Ash Gray
 Engine: LYX-1.5L Turbo Gas Engine
 Transmission: MNH-6 Speed Automatic Transmission

Options: 1LS-LS Model - 1.5L
 5CY-225/65R17 All Season Tires V2
 AG1-Power Driver Seat 8-way with 2-way power lumbar
 GAZ-Summit White
 H72-Cloth, Medium Ash Gray
 IOR-Chevrolet Infotainment 3
 LYX-1.5L Turbo Gas Engine

MNH-6 Speed Automatic Transmission
 NE1-State Specific Emissions
 PCR-LS Convenience Package
 RSB-17" x 7" Aluminum Wheels
 TB4-Liftgate, Manual
 U2J-XM Radio Not Installed
 VK3-Front License Plate Mounting Kit

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

28634⁰⁰
 1000 e Factory Rebate

 27634⁰⁰ = your cost

, null, null, null

Customer/Company:

Sales Consultant:

William MacInnes

Address:

Vehicle #1: 2019 GMC Terrain	VIN/Order #	MSRP	Stock #
	3GKALTEX1KL116708	\$33,915.00	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: TXB26-SLE AWD

PEG: 3SA-SLE Gas

Primary Color: GAZ-Summit White

Trim: H1T-Cloth, Jet Black

Engine: LTG-2.0L Turbo Gas Engine

Transmission: M3H-9-Spd Automatic Transmission

Options: 3SA-SLE Gas

GAZ-Summit White

H1T-Cloth, Jet Black

LTG-2.0L Turbo Gas Engine

M3H-9-Spd Automatic Transmission

NE1-State Specific Emissions

RSX-18" x 7" Aluminum Wheels

TB4-Liftgate, Manual

VK3-Front License Plate Mounting Kit

ZQ2-Driver Convenience I

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

32500⁰⁰ GM Supplier Price
4000⁰⁰ Consumer Cash

28500⁰⁰



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

EDGE

**2019 EDGE AWD-SE
TWIN-SCRL 2.0L ECOBOOST ENG
8-SPD AUTO TRANSMISSION**

VIN 2FMPK4G99KB C01705

Exterior
OXFORD WHITE
Interior
EBONYCLOTH BUCKET SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . DOOR HANDLES - BODY COLOR
- . EXHAUST TIPS - STAINLESS
- . GRILLE - CHROME
- . HEADLAMPS - AUTO HIGH BEAM
- . MIRRORS - POWER GLASS/
- . PRIVACY GLASS - REAR DOORS
- . TAILLAMPS-LED

INTERIOR

- . 6-WAY MANUAL DRIVER/4-WAY
- . 60/40 SPLIT FOLD REAR SEAT
- . CLOTH BUCKET FRONT SEATS
- . CUPHOLDERS - 8
- . MANUAL A/C, SINGLE ZONE
- . ROTARY GEAR SHIFT DIAL
- . TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- . AM/FM/MP3, 6 SPEAKERS
- . BLIS (BLIND SPOT INFO SYS)
- . FORDPASS CONNECT 4GWI-FI
- . INTELLIGENT ACCESS W/PUSH
- . LANE-KEEPING SYSTEM/ALERT
- . PRE-COLLISION ASSIST W/AEB
- . SIRIUSXM® - SVC N/A AK&HI

SAFETY/SECURITY

- . AIRBAG - DRIVER KNEE
- . AIRBAG- GLOVEBOX PASS KNEE
- . AIRBAGS - SIDE IMPACT
- . LATCH CHILD SAFETY SYSTEM
- . SECURILOCK® ANTI-THEFT SYS

WARRANTY

- . 5YR/60,000 POWERTRAIN

- . BELTLINE MOLDING - BLACK
- . EASY FUEL® CAPLESS FILLER STEEL
- . HEADLAMPS - AUTO BI-LED
- . HEADLAMPS -WIPER ACTIVATED MANUAL FOLD
- . REAR INT WIPER/WASH/DFRST
- . WIPERS - RAIN-SENSING
- . 1TOUCH UP/DOWN DR/PASS WIN
- . MANUAL PASSENGER SEATS
- . AUTO-DIM REARVIEW MIRROR
- . CRUISE CONTROL
- . DUAL ILLUM VIS VANITY MIRR
- . POWERPOINTS - 12V
- . SMART CHARGING USB PORT(1)
- . 4.2" LCD CTR STACK SCREEN
- . AUTO START STOP TECH
- . ELECTRONIC PWR ASST STEER
- . HOTSPOT TELEMATICS MODEM
- . BUTTON START
- . MYKEY®
- . REAR VIEW CAMERA W/WASHER
- . SYNC® WITH APPLINK®
- . ADVANCETRAC® WITH RSC®
- . AIRBAGS - DUAL STAGE FRONT
- . AIRBAGS - SAFETY CANOPY®
- . INDIV TIRE PRESS MONIT SYS
- . PERSONAL SAFETY SYSTEM
- . SOS POST-CRASH ALERT SYS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

Price Information
STANDARD VEHICLE
PRICE

MSRP
\$31,990

Included on this Vehicle
EQUIPMENT GROUP 100A

Optional Equipment

- 2019 MODEL YEAR
- OXFORD WHITE
- EBONY CLOTH SEATS
- .SE
- .18" SPARKLE SLVR PTD ALUM
- WHL
- .TWIN-SCRL 2.0L ECOBOOST ENG
- .8-SPD AUTO TRANSMISSION
- .245/60R18 A/S BSW TIRES
- 50 STATE EMISSIONS
- FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS 31,990
DESTINATION & DELIVERY 1,095

TOTAL MSRP \$33,085

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



CITY MPG
21
HIGHWAY
MPG
28

Estimated Annual Fuel Cost: \$



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

Handwritten:
\$ 26,532.40
115.00 Doc
35.00 permit
160.09 TAX
\$ 26,842.49

Handwritten:
Subject to
Availability And
Rebates @ time
of Purchase.



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

(For BOC Use)
Item #
5

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

Staff Contact: Carla McLane
Department: Planning
Short Title of Agenda Item: Community Wildfire Protection Plan
(No acronyms please)
Public Hearing

Phone Number (Ext): 5055
Requested Agenda Date: 07-24-2019

This Item Involves: (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input checked="" type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input checked="" type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time: 45 minutes	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input checked="" type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

Carla McLane	07222019	Department Head	Required for all BOC meetings
	<u>7/22/19</u>	Admin. Officer/BOC Office	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 Community Wildfire Protection Plan (CWPP) was released at the beginning of July in preparation for this public hearing. The final draft was provided to the BOC back on July 12 along with a summary memorandum. You will find those materials also provided here.

2. FISCAL IMPACT:

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

"I move adoption of the Community Wildfire Protection Plan with the changes presented by staff and direct those same staff to prepare the necessary adoption Resolution. The Resolution can be made a part of the Consent Agenda for the August 7, 2019, Board of Commissioners meeting."

 Attach additional background documentation as needed.



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners and Interested Parties
From: Stephen Wrecsics, GIS Planning Technician
Date: July 12, 2019
RE: Morrow County CWPP Final Draft

This memorandum provides notice and a summary of the upcoming Public Hearing scheduled for Wednesday July, 24 2019, to start 9:00 a.m. at the Bartholomew Building in Heppner, Oregon. The request is to adopt the 2019 Update to the Morrow County Community Wildfire Protection Plan (MCCWPP) as modified; see discussion below.

The DRAFT version of the 2019 Update to the Morrow County Community Wildfire Protection Plan (MCCWPP) is completed and has been released. You can find a copy of the DRAFT version at <https://www.co.morrow.or.us/planning/page/community-wildfire-protection-plan-201819-update>.

Planning Staff have received comments from two interested parties regarding corrections to the current DRAFT. These suggested corrections include one spelling error, one minor piece of missing information related to Agency descriptions, and one request to add an additional contact from the Bureau of Land Management's Vale District. While the current version linked above does not reflect these changes, the proposed version to be adopted July 24, 2019 will incorporate these corrections.

The MCCWPP is a community-based plan focused on identifying and addressing the local threat of wildfire. The MCCWPP will help to identify areas at risk and provide a roadmap of actions for the community to address its wildfire risk. The 2019 MCCWPP Update builds on the expertise and information contained in the 2014 MCCWPP and provides important updates including but not limited to alignment with national policy and strategies, risk assessment, updated Wildland Urban Interface boundaries, and updated maps.

Comments can be provided either at the public hearing or submitted to the Planning Department at the address above or at the email addresses listed below. Should you have any questions about the DRAFT MCCWPP or the process for amendment, you can reach out to either Stephen Wrecsics at swrecsics@co.morrow.or.us, Carla McLane at cmclane@co.morrow.or.us, or at the phone number listed above.

Thank you for your attention to this notice. Any and all comments are appreciated. Please feel free to forward this to individuals that you think may be interested.

2019 Morrow County Community Wildfire Protection Plan

JULY 5, 2019

Morrow County Planning Department



Area 9
Fire Defense Board



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Monitoring and Revision..... 25

Appendices

- Appendix A: Base Maps
 - Morrow County Communities at Risk
 - Morrow County Land Management
 - Morrow County Rural Fire Protection Districts
 - Morrow County Primary Transportation Routes
 - Risk of Fire Occurrence
 - Historic Fire Occurrence
 - WUI Map
- Appendix B: Definitions and Acronyms
- Appendix C: Agency Contacts
- Appendix D: General Incentives Programs
- Appendix E: Action Items

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SIGNATURE PAGE

The contents of this document have been agreed upon and endorsed by the Morrow County Board of Commissioners, the District Forester of the Central Oregon District for Oregon Department of Forestry, Boardman Rural Fire Protection District, Heppner Rural Fire Department, and Umatilla National Forest, Heppner District. This plan is not legally binding as it does not create or place mandates or requirements on individual jurisdictions. It is intended to serve as a planning tool for the fire and land managers of Morrow County, and to provide a framework for those local agencies associated with wildfire suppression and protection services to assess the risks and hazards associated within Wildland Urban Interface (WUI) areas and to identify mitigation strategies for reducing those risks. This is a working document to be reviewed by members of the CWPP Stakeholders Group and updated as necessary.

MORROW COUNTY BOARD OF COMMISSIONERS

Jim Doherty, Chair Date

Melissa Lindsay, Commissioner Date

Don Russell, Commissioner Date

MORROW COUNTY FIRE DEFENSE BOARD CHIEF

Scott Goff, Area 9 Fire Defense Board, Chief Date

OREGON DEPARTMENT OF FORESTRY

Rob Pentzer, District Forester, Central Oregon District Date

UNITED STATES FOREST SERVICE

Brandon Houck, Heppner District Ranger Date

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ACKNOWLEDGMENTS

This Community Wildfire Protection Plan represents the efforts and cooperation of a number of organizations and agencies working together to improve preparedness for wildfire events while reducing risk factors. Morrow County would like to thank our partners listed below for their work and commitment on the 2019 Morrow County Community Wildfire Protection Plan.

2018-2019 MCCWPP STAKEHOLDER GROUP:

Braden Britt	Oregon Department of Forestry
Bill Schlaich	U.S. Forest Service
Brian Kollman	Columbia Basin Electric Co-Op
Daniel Cleveland	Oregon Military Department
Doug Baxter	U.S. Forest Service
Janet Greenup	Natural Resources Conservation Service
Joseph Winkler	Oregon Military Department Fire Service
John Bowles	Morrow County Sheriff's Office
Marc Rogelstad	Boardman Rural Fire Protection District
Marty Broadbent	Boardman Rural Fire Protection District
Matt Scrivner	Morrow County Public Works Department
Mike Gorman	Morrow County Assessor's Office
Roy Swafford	Oregon Military Department
Scott Goff	Area 9 Fire Defense Board
Sean Merrill	U.S. Navy, NAS Whidbey Island
Stan Hutchison	Oregon Military Department
Steve Rhea	Heppner Fire Department
Terry Harper	Morrow County Sheriff's Department
Tom Wolff	Columbia Basin Electric Co-Op

SUPPORT STAFF

Carla McLane	Morrow County Planning Department
Stephen Wreocsics	Morrow County Planning Department

This plan is available online at: <https://www.co.morrow.or.us/planning/page/community-wildfire-protection-plan-201819-update>

FOR A PHYSICAL COPY CONTACT:

Morrow County Planning Department
 205 Third Street NE
 Post Office Box 40
 Irrigon, OR 97844
 541.922.4624
www.co.morrow.or.us/planning

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EXECUTIVE SUMMARY

Recent fires in Oregon and across the western United States have increased public awareness over the potential losses to life, property, and natural and cultural resources that fire can pose. The 2019 update to the Morrow County Community Wildfire Protection Plan (MCCWPP) is the result of a countywide effort initiated to reduce wildland fire risk to communities and their citizens, the environment, and quality of life within Morrow County. Citizens, fire districts, county staff or elected officials, and agency representatives have worked together to create a plan that would be successful in implementing fuels reduction projects, fire prevention education campaigns, and other fire-related programs. The planning process was designed to meet the guidance in the National Fire Plan and the Healthy Forest Restoration Act of 2003 (HR-1904). A Stakeholder Group with representatives from the various agencies and local jurisdictions responsible for wildfire suppression and protection worked together to guide the planning process. Numerous meetings were held throughout the development of the Plan to gain input from representative interest groups. Goals for the update process were:

- Identify and evaluate wildfire hazards utilizing risk data collected from the Oregon Advanced Wildfire Risk Explorer with an emphasis as identified by MCCWPP Stakeholder Group members on Communities at Risk.
- Improve wildfire response capability of fire districts and better prepare Morrow County residents to survive and save their property during a wildfire situation.
- Ensure that the county and their respective fire districts and communities are eligible for funding assistance to reduce wildfire hazards and to prepare residents for wildfire situations (National Fire Plan, Healthy Forest Restoration Act, FEMA and other sources).
- Develop recommended strategies for private, state, and federal lands to reduce hazardous fuel situations and reduce the risk for damage to lives and property from wildfires.

This Plan describes the various agencies and local jurisdictions responsible for wildfire protection in Morrow County and explains the pertinent programs and laws associated with wildfire issues. This plan provides an overall assessment of the wildfire risk in Morrow County, and considers and rates: ignition risk, wildfire hazards, values protected, protection capability, and structural vulnerability. A Wildland Urban Interface boundary is established and includes portions of National Forest and private lands. This Plan offers Action Items designed to reduce the wildfire risk for Morrow County as a whole, as well as specific zones and communities.

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MISSION, GOALS, AND OBJECTIVES

MISSION

Developed by the MCCWPP Stakeholder Group comprised of rural fire protection districts, local government, state and federal agencies, and community-based organizations, the Plan's mission is to **reduce the risk from wildland fire to life, property and natural resources in the County.**

GOALS

To Achieve this mission the following Goals have been identified:

- County-wide fuels reduction initiative.
- Education and community outreach focused on wildfire reduction.
- Improved development standards targeted at reducing community wildfire risk.
- Increase federal and state agency involvement in local wildfire mitigation efforts.

The following provides an introduction and explanation of these Goals.

FUELS REDUCTION

In a forest setting thinning for fuels reduction can have the added benefit, if stocking levels are lowered enough, of increasing tree diameter growth and enhancing tree vigor. From the stand perspective, this will reduce the time to the next thinning and maintain healthier trees by increasing resistance to pests, such as bark beetles. To meet both fire risk and forest health objectives, stands need to be thinned wide enough to take advantage of the site's resources: water, nutrients, and sunlight. Spacing depends on factors such as site quality, species, and tree size (diameter). On poorer sites, trees will be spaced a bit wider, and species such as Ponderosa and Lodgepole pine should be spaced wider than other species. Larger trees need more space than smaller trees. Forests are dynamic and continually growing in diameter, height, and crown width. Fuels reduction activities that include thinning are beneficial, but thinning without consideration for forest health doesn't provide the benefits of pest resistance or good individual tree growth. Also, without future maintenance, the fire risk reduction benefits decline over time. For more information about proper tree spacing for your stand, contact the Extension Forester for North East Oregon at (541) 602-4689.

Although reducing risk of high intensity wildfire is the primary motivation behind this plan, managing the forests and wildlands for hazardous fuels reduction and fire resilience is only a part of the larger picture. Residents and visitors desire healthy, fire-resilient forests and wildlands that provide habitat for wildlife, recreational opportunities, and scenic beauty. By establishing a more fire adapted community through work on private property and a more fire resilient landscape, fire response will be better integrated and successful.

Fuels reduction should also be considered around homes, in the forest, throughout the rolling plains, and in the communities of Morrow County. Wildfire can spread quickly with fire breaks providing an opportunity to slow the fire and protect dwellings and other structures on the landscape. Defensible space takes many forms and can assist firefighters in their efforts to protect landowner investments.

EDUCATION AND COMMUNITY OUTREACH

Education and community outreach are areas of primary focus when putting together and implementing a community plan. The community can be the best source of information and every attempt is made to encourage their involvement. It is important that the community view the plan as valuable to public safety and as a resource to mitigating hazards from the risk of wildfire. In Appendix D of this MCCWPP, Morrow County citizens can find information about the Firewise Initiative that can inform them on how to protect themselves and their property from the risk of wildfire. This program guides citizens through creating defensible space around homes by eliminating ladder fuels, planting fire-resistant vegetation, and removing other hazardous material around the home site. By practicing the techniques offered by Firewise, citizens can increase the survivability of their home in the event of a wildfire. The best protection is prevention, especially when the trend is to build homes farther from urban services.

A number of potential Education and Community Outreach ideas and strategies were brainstormed throughout the development of this MCCWPP, many of which have had Action Items developed. Others will continue to be developed at the annual meetings of the Stakeholder Group for future implementation. As work continues to build the necessary coalitions to ensure success, more opportunity for Education and Community Outreach will present themselves.

IMPROVED DEVELOPMENT STANDARDS

Oregon has a statewide land use system that advocates for protection of farm and forest lands while also requiring that local governments plan for natural hazards and implement reasonable regulation to protect the health, safety and welfare of Oregon's citizens. As Morrow County has prepared the Natural Hazards Mitigation Plan (NHMP) and this MCCWPP, discussion of development standards for dwellings and other structures, mostly in the Forest Use Zone, have been taking place. As an Action Item in the NHMP and a Goal in this MCCWPP there is more focus on improving current development standards. While no determinations have been made there is a recognition that access standards for driveways need to be implemented to assure that response vehicles can get into and through communities and to residential structures; that a clear water source for firefighting needs to be identified and maintained; that clear defensible space needs to be created and kept in place for the life of the structure; and that other fire protection measures need to be considered. Changes to the Morrow County Zoning Ordinance that would implement these types of regulations would be subject to public hearings and notice to affected property owners.

AGENCY INVOLVEMENT AND ENGAGEMENT

Development of the Morrow County Community Wildfire Protection Plan has been no small task. Building a partnership and cooperative environment between "community based" organizations, fire districts, local government and the public land management agencies has been the first step in identifying and prioritizing measures to reduce wildfire risk. Maintaining this cooperation is a long-term effort that requires commitment of all partners involved.

Morrow County is committed to supporting the rural fire districts and communities in their fire protection efforts, both short and long-term. The County will continue to provide support in maintaining countywide risk assessment information and emergency management coordination. The MCCWPP Stakeholder Group will work on implementing the wildfire plan by working with fire districts, community organizations and public agencies to coordinate fuels reduction projects with existing dollars through the National Cohesive Wildland Fire Management Strategy. The MCCWPP

will focus on public meetings and an education campaign to strengthen emergency management and evacuation procedures. MCCWPP Stakeholders and partners will also focus on refining long-term strategies to maintain fire protection activities in the County.

This current MCCWPP would not have happened without the involvement of many different local, state and federal agencies. But continuing efforts are needed to bring more agencies and community groups to the table as the Action Items identified are implemented throughout Morrow County. Partnerships need to be maintained and new ones forged with a focus on wildfire prevention and reduction. Current work with the United States Forest Service and the Oregon Department of Forestry needs to grow to include involvement from the United States Army Corps of Engineers, the United States Fish and Wildlife Service and the Oregon Department of Fish and Wildlife. Annual meetings of the MCCWPP Stakeholder Group will take place each Spring with continued work to increase agency involvement.

OBJECTIVES

To address the complex range of issues within the **MCCWPP**, it became clear early in the planning process that broader and diverse participation was needed for success. Through MCCWPP Stakeholder Group meetings with invitations to organizations and stakeholders in the county, objectives were formed to identify and implement Action Items to support the Plan’s Mission and Goals. Supporting Objectives are listed below.

Goal	Objective
Fuels Reduction	<ul style="list-style-type: none"> <input type="checkbox"/> Pursue NRCS fuels reduction programs and grants. <input type="checkbox"/> Fuels reductions around Penland Lake. <input type="checkbox"/> Vegetation maintenance around ingress and egress corridors around Blakes Ranch, Cutsforth Park and Penland Lake. <input type="checkbox"/> Plowed/Mowed firebreaks around communities at risk, i.e., Heppner High School, and Hardman. <input type="checkbox"/> Develop CRP conversion strategies. <input type="checkbox"/> Develop controlled burn schedules around germination periods.
Education and Community Outreach	<ul style="list-style-type: none"> <input type="checkbox"/> Land owner education surrounding available programs and grants. <input type="checkbox"/> Reactivation of the Small Woodlands Association in Eastern Oregon. <input type="checkbox"/> Development of Firewise Communities. <input type="checkbox"/> Encourage Landowner cooperation. <input type="checkbox"/> Free yard waste disposal day, and rent chipper for forest communities for the day.
Improved Development Standards	<ul style="list-style-type: none"> <input type="checkbox"/> Improved Siting Standards in Morrow County Development Code for cabins in Forest Use Zone i.e., ingress and egress accessibility, defensible space around structures, fire resistant building materials, fire resistant landscaping, code enforcement for non-compliance. <input type="checkbox"/> Provide special need citizens with an opportunity to participate in programs
Agency Involvement and Engagement	<ul style="list-style-type: none"> <input type="checkbox"/> Work with federal agencies to identify shortcomings in fuels reduction programs. <input type="checkbox"/> Engage north-end federal and state landowners and managers in wildfire mitigation strategies. <input type="checkbox"/> Identify and engage community and landowner-based organizations working towards wildfire mitigation strategies.

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WHY A CWPP?

On a normal summer day in Morrow County you can find many residents checking the skies for a building thunderhead or a plume of smoke. Wildland fire has impacted the county since long before the first settler moved into the area. This MCCWPP is designed to help inform agencies responsible for fire suppression in Morrow County of who to contact for assistance, and what capability they have to respond. The MCCWPP is also a guidance document that provides communities and local agencies with an opportunity to influence where and how federal agencies implement fuel reduction projects on federal lands, and how additional federal funds may be distributed for projects on non-federal lands. The MCCWPP helps inform community leaders of what can be done to lower the risk and impact of wildfire to homes, businesses, essential infrastructure, and other community values at risk in Morrow County.

While the MCCWPP provides a foundation and resources for understanding wildland fire risk and opportunities to reduce potential losses from wildland fire, individual communities, fire districts and neighborhoods can take local action by developing community-specific fire plans or by participating in countywide activities for prevention and protection.

Originally completed in March 2006 and updated in 2014, this 2019 update to Morrow County's CWPP outlines updated Goals, Objectives, and Action Items for fuels reduction treatments in the unincorporated and/or unprotected wildland interface areas. This 2019 update will also take the plan from being a hard copy only plan to a digital plan that will incorporate interactive maps allowing for improved readability.

OREGON FORESTLAND-URBAN INTERFACE FIRE PROTECTION ACT

The Oregon Forestland-Urban Interface Fire Protection Act of 1997, often referred to as SB360, was intended to facilitate development of an effective Wildland Urban Interface (WUI) protection system in Oregon by 1) establishing policies regarding WUI protection, 2) defining the WUI in Oregon and establishing a process and system for classifying the interface, 3) establishing standards for WUI property owners so they can manage or minimize fire hazards and risks, and 4) providing the means for establishing adequate, integrated fire protection systems in WUI areas, including information and prevention efforts.

HEALTHY FOREST INITIATIVE (HFI)/HEALTHY FOREST RESTORATION ACT (HFRA)

In 2002 then President Bush announced the Healthy Forest Initiative (HFI) designed to identify and remove barriers to the implementation of projects that were developed to restore the health of the national forests. The HFI was focused on renewed efforts to be more effective and efficient in carrying out restoration projects. Under HFI, new categorical exclusions were developed to allow federal agencies to move more quickly through the National Environmental Policy Act (NEPA) processes under appropriate circumstances, streamlined administrative review processes for NEPA, and created new regulations under the Endangered Species Act for National Fire Plan projects to streamline consultation with federal regulatory agencies. It also set the stage for extensive discussion between the administration and Congress that resulted in new legislation addressing forest health.

Congress enacted the Healthy Forest Restoration Act (HFRA) in November 2003. It provided new tools and additional authorities to treat more federally-managed acres more quickly to expedite restoration goals. It strengthened public participation and provided incentives for local communities to develop community protection plans. It limited the complexity of environmental analyses for hazard reduction projects, provided a more effective appeals process, and instructed the Courts that

are being asked to halt projects to balance the short-term effects of implementing the projects against the harm from undue delay and long-term benefits of a restored forest.

NATIONAL COHESIVE WILDLAND FIRE MANAGEMENT STRATEGY

Forests and Rangelands is an active, cooperative effort between the United States Department of the Interior (DOI), the United States Department of Agriculture (USDA), and their land management agencies. Forests and Rangelands provides fire, fuels, and land management information for government officials, land and wildland fire management professionals, businesses, communities, and interested organizations and individuals.

In the past 20 years, American wildfires have grown bigger and more extreme. The Federal Land Assistance, Management and Enhancement (FLAME) Act of 2009 directed the Departments of Agriculture and the Interior to develop a cohesive wildland fire management strategy (Cohesive Strategy). The Cohesive Strategy takes a holistic view of fire on the landscape. Federal and State land and fire managers, Tribes, NGOs, and other stakeholders worked as partners to develop the strategy. The strategy is a framework to coordinate multiple agency and homeowner efforts toward three goals: Restore and maintain landscapes; create fire-adapted communities; and improve fire response.

The National Strategy identifies opportunities to address four major challenges:

- Vegetation and Fuels Management - Prioritize fuel treatments for maximum beneficial effects, manage wildfire for resource objectives, and maintain fire-adapted ecosystems.
- Homes, Communities, and Values at Risk – Increase firefighter and public safety. Reduce damage to property and values at-risk through community and homeowner involvement in proactive wildfire risk reduction actions, e.g. Community Wildfire Protection Plans (CWPPs).
- Human-caused Ignitions - Emphasize programs targeting human behaviors that lead to wildfires, and tailor programs to meet local needs.
- Effective and Efficient Wildfire Response - Enhance wildfire response effectiveness and preparedness for public and firefighter safety.

There is no one-size-fits-all solution to reducing wildfire risk. Solutions must be tailored to landscapes and communities. The strategy offers a broad-based, collaborative response to local wildfire issues, based on a wealth of scientific information. Implementation will take place locally, through programs and projects to reduce wildfire risk across boundaries, building cooperation and coordination between agencies and stakeholders.

GOAL 7 NATURAL HAZARDS

The intent of Oregon Statewide Land Use Planning Goal 7 Natural Hazards is to protect people and property by directing local governments to adopt comprehensive plan policies and implementing measures to reduce risk. Goal 7 also indicates that new hazard inventory information provided by federal and state agencies shall be reviewed by the Oregon Department of Land Conservation and Development (DLCD) in consultation with affected state and local government representatives. Morrow County updated its Goal 7 Natural Hazards in early 2016 using the 2016 Natural Hazard Mitigation Plan as the basis for the adopted Goals and Policies now in place. The Natural Hazards Element of the Comprehensive Plan can be found on the Morrow County Planning Department webpage here: <https://www.co.morrow.or.us/planning/page/comprehensive-plan>.

PLANNING PROCESS

As the five-year life-cycle of the MCCWPP was nearing its end, and after the conclusion of the successful table top exercise in May 2018, discussion turned to the need to initiate an update to ensure that there was an operative CWPP in place to limit the risk of wildfire in Morrow County. The Morrow County Planning Department began the CWPP update process in June 2018 with the objective of that first meeting to identify any gaps in Stakeholder representation with Rural Fire Protection Districts, the United States Forest Service (USFS), Bureau of Land Management (BLM), Natural Resources Conservation Service (NRCS), and Oregon Department of Fish and Wildlife (ODFW) being invited to the table. The process resulted in robust participation from invited agencies with most agencies appointing at least one representative to the MCCWPP Stakeholder Group. Members of the MCCWPP Stakeholder Group are identified on the Acknowledgements page of this document.

The MCCWPP Stakeholder Group was responsible for providing guidance to all elements of planning and implementation of the MCCWPP update. The Stakeholder Group attempted to complete the update process within six meetings over an approximately six-month period with a seventh meeting planned for final adoption by the Morrow County Board of Commissioners. Planning staff created a Scope of Work, summarized here, outlining the necessary steps for the update process.

CONVENE DECISIONMAKERS

The Stakeholders Group had representation from local governments, local fire authorities, as well as State and Federal Agencies responsible for forest management in Morrow County. Specific activities included:

- Identify community and agency representatives:** This was identified as a time to review and update the existing MCCWPP Stakeholder Group contact list for accuracy and to confirm each agency and individual's willingness to continue participation in the MCCWPP update process.
- Identify communities and neighborhoods:** Stakeholders identified communities, neighborhoods, and industries within Fire District boundaries to inform Stakeholder participants and future work around communities at risk.
- Establish rolls and responsibilities:** Stakeholders were responsible for the development of the MCCWPP and mutually agreed on the plan's final contents. As the update process evolved, individual agency responsibilities were identified and captured.
- Develop a timeline for Stakeholder Meetings/Public Outreach:** The timeline for the MCCWPP development process focused work between October 2018 and April 2019, with a total of 6 meetings scheduled. As the process came to an end winter weather caused the cancellation of a meeting, adding a final meeting to consider the Final Draft MCCWPP in May. This resulted in the final MCCWPP being adopted in July 2019.
- Review/modify community fire plan outline:** Stakeholders continuously reviewed and modified the proposed MCCWPP development outline as the update process continued.
- Engage Interested Parties:** The Stakeholders Group remained involved in the MCCWPP development process and identified other parties that could be engaged, at this point or with future projects.
- Web Presence:** Planning Staff developed and maintained web assets for the MCCWPP process on the County Website.

ESTABLISH COMMUNITY BASE MAP

This work task required the Stakeholders to establish a baseline map of the community that defines the community's Wildland Urban Interface (WUI) and displays populated areas at risk, forested areas that obtain critical human infrastructure, and forest areas that are at risk for large-scale fires. Specific activities included:

- Review Previous Base Map:** The current base map was reviewed to identify and update boundaries.
- Create New Base Map:** Planning Staff working with Stakeholders created a base map that identifies critical infrastructure that also aggregates information into a GIS derived MCCWPP Community Base Map.
- Base Map Review:** The final Base Maps included:
 - Identified inhabited areas at potential risk to wildland fire.
 - Areas containing critical human infrastructure, e.g., escape routes, municipal water supply structures, and major power lines or communication facilities.
 - Community WUI zones.
 - Forested Areas.
 - Critical watersheds.
- Base Map Approval:** The final Base Map was approved by the Stakeholder Group.

DEVELOP COMMUNITY RISK ASSESSMENT

The Stakeholder Group developed a community risk assessment that considers fuel hazards; risk of wildfire occurrence; home, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability. These factors were incorporated into Base Map as needed and appropriate. It was determined that this task would be best accomplished by utilizing the Advanced Oregon Wildfire Risk Explorer map tool, which serves professional planners to inform updates to Community Wildfire Protection Plans (CWPP) and Natural Hazard Mitigation Plans (NHMP). It has extensive data resources, detailed summaries, and full wildfire risk inventory report and was developed through a partnership between the Oregon Department of Forestry and Oregon State University Institute for Natural Resources. This Risk Assessment was used to develop a rating system for the county ranging from low to extreme as to educate local residents of their individual risk. It should be noted that this is a risk assessment and not a probability indicator and that homes in areas of "low risk" are still at risk of wildfire. Specific activities included:

- Identify Fuel Hazards:** To the extent practicable, the Stakeholders Group evaluated and identified vegetative fuels on federal and nonfederal land within or near communities at risk.
- Identify Risk of Wildfire Occurrence:** Using historical data and local knowledge the Stakeholders Group determined common causes and relative frequency of wildfires in the vicinity of the identified communities at risk.
- Identify Homes, Businesses, and Essential Infrastructure at Risk:** The Stakeholders Group assessed the vulnerability of communities within the County to ignition from firebrands, radiation, and convection. This assessment is used to identify specific improvements within or adjacent to the communities at risk that would be used to protect homes, businesses, and essential infrastructure. The types of essential infrastructure considered includes:
 - Escape Routes
 - Municipal Water Supply Structures

- Major Power Lines and Communication Facilities
- Fire Facilities
- Medical Facilities

- Identify Other Community Values at Risk:** These areas of concern may be, but are not limited to, critical wildlife habitat, significant recreation and scenic areas, and landscapes of historical, economic, or cultural value. This task resulted in an update to a mapping project from the 2006 Pre-Disaster Mitigation Plan.
- Local Preparedness and Firefighting Capability:** The Stakeholder Group also assessed the level of local emergency preparedness including evacuation planning, safety zones, mutual aid agreements, as well as the response capability of community and cooperator fire protection forces.

ESTABLISH COMMUNITY HAZARD REDUCTION PRIORITIES AND RECOMMENDATIONS TO REDUCE STRUCTURAL IGNITABILITY

The Stakeholders Group used the Base Map and community risk assessment to facilitate a discussion that lead to the identification of local priorities for fuel treatment, reducing structural ignitability, and other issues of interest, such as improving fire response capability.

- Identify Reduction Priorities:** The Stakeholders Group used the analysis from above to identify hazard reduction priorities throughout the community.
- Mitigation Strategies:** The Stakeholders Group discussed and identified mitigation strategies for those communities and community values at risk previously identified.

DEVELOP ACTION ITEMS AND AN ASSESSMENT STRATEGY

The Stakeholders Group developed a detailed implementation strategy and a monitoring plan as part of the MCCWPP to ensure long-term success.

- Develop Action Items:** The Stakeholders Group developed action items for mitigation strategies identified previously.
- Develop Assessment Strategy:** The Stakeholders Group identified a system to track progress and identify areas of the MCCWPP that work or don't work. This system will help to determine future needs heading into the next MCCWPP update.

FINALIZE THE COMMUNITY WILDFIRE PROTECTION PLAN

The Stakeholders Group finalized the MCCWPP and communicated the results to the community through the Planning Department, the Morrow County Planning Commission, the Stakeholders and ultimately through the Morrow County Board of Commissioners when adopted.

- Draft Distribution:** Planning Staff distributed draft versions to the Stakeholders Group, cooperating agencies and the Planning Commission.
- Draft Review:** Planning Staff created opportunities for public review and a deadline for comment on the draft by Stakeholders, cooperating agencies and the public.
- Public Meetings:** Planning Staff provided multiple drafts of the MCCWPP to the Stakeholders Group and twice to the Morrow County Planning Commission. Prior to the Morrow County Board of Commissioners public meeting the draft was made available for the public to review the Plan. The purpose of this opportunity is to inform the public of updates and changes from the previous MCCWPP. The public should be made aware that:

- Distribution of mitigation efforts are not dependent upon property value.
 - Adjacent mitigation efforts increase the effectiveness of fuels mitigation project.
 - Neighborhood participation and willingness to engage in mitigation efforts are key to success.
 - Permission is needed to work on impacted properties.
- **Final MCCWPP Adoption:** Review by the Morrow County Planning Commission was accomplished in both April and May 2019. Adoption by Resolution by the Morrow County Board of Commissioners was accomplished in July 2019. The Stakeholders Group also encouraged Natural Hazards Mitigation Plan participating cities to also adopt the MCCWPP by Resolution.

COUNTY PROFILE

Based on the 2018 Oregon Bluebook, there are 11,745 people residing in Morrow County accounting for approximately 4,606 households. This rich agricultural land can be roughly divided into three occupational zones-increasing amounts of irrigation farming in the north, vast fields of wheat yielding to cattle ranches in the center, and timber products in the south. The total area of Morrow County is approximately 2,049 square miles, a little more than 1.3 million acres of gently rolling plains and broad plateaus, of which about 130,454 acres is privately owned forestland and about 225,333 acres is managed by federal, state, and county agencies for the public good.

Management	Acres (Approximately)
Private Lands (Residential, Ranches, Timber Companies, etc.)	1,085,129
US Department of Interior, Bureau of Land Management	3,893
US Department of Interior, Fish & Wildlife Service	4,332
Naval Weapons Systems Training Facility Boardman	41,277
US Department of Agriculture, Forest Service, Umatilla NF	144,679
Morrow County	6,410
State of Oregon, Division of State Lands & Dept of Fish & Wildlife	2,182
US Army Corps of Engineers	22,560
Total	1,310,462

For a more in-depth County Profile, please see Section 2 of the Morrow County Natural Hazards Mitigation Plan (NHMP) found here: <https://www.co.morrow.or.us/planning/page/natural-hazards-mitigation-plan>

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WILDLAND FIRE RISK ASSESSMENT

The Morrow County Community Wildfire Protection Plan wildland fire risk assessment analyzes the potential losses to life, property and natural resources. Objectives of the risk assessment are to identify Communities At-Risk and the Wildland-Urban Interface, develop and conduct a wildland fire risk assessment, and identify and prioritize Action Items. The Risk Assessment utilizes data derived from the Advanced Oregon Wildfire Risk Explorer as well as local knowledge. The analysis takes into consideration a combination of factors defined below:

Risk: Potential and frequency for wildland fire ignitions (based on past occurrences)

Hazard: Conditions that may contribute to wildland fire (fuels, slope, aspect, elevation, and weather)

Values: People, property, community infrastructure, natural and other resources that could suffer losses in a wildfire event.

Protection Capability: Ability to mitigate losses, prepare for, respond to, and suppress wildland and structural fires.

Structural Vulnerability: Characteristics influencing the vulnerability of structures during a wildland fire event (roof type and building materials, access to the structure, and whether or not there is defensible space or fuels reduction around the structure.)

COMMUNITIES AT RISK

In recent years the population of Morrow County has moved further and further into traditional resource land including forested lands. This has produced a significant increase in threats to life and property and has pushed existing fire protection systems beyond their original or current design capabilities. The MCCWPP Stakeholder Group used data from the Advanced Oregon Wildfire Risk Explorer and local authoritative knowledge to generate a list of communities at risk from urban interface fires. This list includes 17 locations in Morrow County: Blakes Ranch, City of Boardman, City of Heppner, City of Lone, City of Irrigon, Cutsforth Park, Hardman, Irrigon Fish Hatchery, Morrow-Grant County OHV Park, Naval Weapons Systems Training Facility Boardman, Penland Lake, Reeds Mill, Ruggs, Threemile Canyon Farms, Town of Lexington, Tupper Guard Station, and the Umatilla Army Depot (*see mapped Communities at Risk in Appendix A*).

These areas are very high risk for several reasons including but not limited to:

1. Initial response time to structures and wildland.
2. Lack of trained people and appropriate equipment to take action on structure fires.
3. Fuel loading in and around living sites.
4. Fuel loading adjacent to living areas.
5. Very poor access.
6. Location of structures (i.e., in draw bottoms, south slopes, etc.).
7. Construction of structures (combustible roofing etc.).
8. Lack of safety zones for residents and firefighters.
9. Communications and evacuation systems, plans and back-up.
10. Lack of water supply.

Information on risk reduction and mitigation strategies to offset the fire hazards for property owners is essential (*see Appendix D of this plan for resources for home owners*).

HISTORY OF FIRE WITHIN THE COMMUNITY

Fire is an important disturbance mechanism in many of the ecosystems found in Morrow County. Wildfire helps to maintain a diverse and healthy ecosystem by consuming leaf litter, ground vegetation, and dead wood. This mechanism can trigger a rebirth in the forest and help maintain and encourage regrowth of plant species endemic to Morrow County.

The number of wildfires 50-acres or larger from 2013 to 2018 ranged from approximately three in 2014, to ten in 2015, with a total of 37 fires 50-acres or larger burning more than 56,543 acres during a five-year period. Eighteen fires burned 500 acres or more during that five-year period and of those, 12 were 1000 acres or more. Due to inconsistent tracking of historic fire data, the chart below is incomplete for fire numbers and acreage burnt. (*see Historic Fires Map in Appendix A*).

Many of the significant fire events in Morrow County occur as a result of dry lightning storms. Wide spread dry lightning is fairly frequent, occurring approximately every one to three years. These episodes can cause 50-100 ignitions in one day requiring suppression.

WILDFIRES IN MORROW COUNTY 2013 TO 2018, >50-ACRES IN SIZE

Acreage Size Class	Total Acres Burned	Number of Fires
A 50-100	1430	12
B 101-500	4270	9
C 501-1000	5448	7
D >1000	151995	9
Total	163240	37

(Wildfires <50-acres in size not represented in this chart.)

WILDLAND URBAN INTERFACE

The boundaries of the Wildland Urban Interface (WUI) are based on the actual distribution of structures and communities adjacent to or intermixed with wildland fuels. Wildland Urban Interface boundaries were redrawn from the 2014 CWPP using data from the Advanced Oregon Wildfire Risk Explorer as well as local knowledge from the Stakeholders Group. Fuel reduction treatments are designed to protect human communities from wildland fires as well as minimize the spread of fires that might originate in urban areas. The management objective in the wildland-urban interface zone is to enhance fire suppression capabilities by modifying fire behavior inside the zone and providing a safe and effective area for fire suppression activities (*see mapped Wildland Urban Interface Areas in Appendix A*).

EMERGENCY OPERATIONS

FIRE DISTRICTS

Across Morrow County, fire protection is provided at three levels: no protection (without any protection for the wildland or structures); single protection by either rural, city, or wildland agencies (structures are protected, but not the land; or vice versa); and dual-protection (both structural and wildland agencies available). Finding an area with dual protection is limited in the rural areas of Morrow County. Also, the vastness of the county allows for increased response time which limits the capabilities of fire services.

Within Morrow County there are 11 agencies responsible for providing fire protection and are comprised of six Rural Fire Districts, three city fire departments, United States Forest Service (USFS), United States Fish & Wildlife Service (USF&W), and Oregon Department of Forestry (ODF). The United States Navy at Naval Weapons Systems Training Facility Boardman (NWSTFB), and the Oregon Military Department (OMD) at the Umatilla Army Depot are responsible for suppression efforts on their respective installations. The John Day airport has single engine air tankers (SEATs) available during the summer fire season. There are helicopter rappel bases at La Grande and John Day.

Morrow County is divided into six rural fire protection districts within the county: Boardman, Heppner, Lone, Irrigon, Pilot Rock, South Gilliam. In the Rural Fire Districts, there are only ten paid, fulltime fire fighters, the rest is strictly volunteer. In 2005, Morrow County elected to cover all lands outside the Forest Protection District with rural fire protection for both structures and wildland. The County used Zone II authority and divided the protection responsibility among the established Rural Fire Districts. In 2012 the Heppner Rural Fire Protection District was expanded to include Blake's Addition. As of 2019 only a small portion to the east of Irrigon lies outside a Rural Fire Protection District (*see Morrow County Rural Fire Protection Districts Map in Appendix A*).

Oregon Department of Forestry, Morrow County, and USFS/BLM are in a partnership to suppress wildland fires, and operate under a "closest forces" concept. ODF is responsible for protection of private lands, county and State of Oregon lands within the Forest Protection District. The USFS, Umatilla National Forests, plus BLM work with the ODF to locate the closest fire crew to an ignition and dispatch for initial attack. ODF and the USFS have mutual aid agreements with the rural fire districts within Morrow County that allow for assistance to be provided regardless of jurisdiction.

Morrow County has two incorporated areas with fire departments, the City of Heppner and the Town of Lexington. Both are operated with volunteer fire fighters and are solely responsible for structure protection within city limits. The city fire departments and the six rural departments are the organizations properly trained to do structure fire-fighting. Although ODF, USFS and BLM personnel are not trained, equipped, or organized to fight structure fires, they will assist the fire departments in protecting exposures and surrounding vegetation by cleaning around houses, setting up pumps and locating and constructing fire lines.

Agency contacts in support of this document to include the various agencies and districts that this plan covers can be found in Appendix C. It is the intent of the Stakeholders Group to maintain Appendix C and update it at the annual CWPP Stakeholders Group meeting.

RURAL FIRE PROTECTION DISTRICT CAPABILITIES AND RESOURCES

The county has the following list of current Rural Fire Protection Districts:

Morrow County Rural Fire Protection Districts
Boardman RFPD
Heppner RFPD
lone RFPD
Irrigon RFPD
Pilot Rock RFPD
South Gilliam RFPD

Boardman RFPD: Boardman RFPD offers 632mi² of structure and wildland fire protection coverage. Boardman RFPD borders the Columbia River to the north and has major transportation routes within the district including Interstate 84 and Union Pacific Railroad lines. Boardman RFPD has four stations:

- Station 1 located within Boardman City Limits. Station 1 is staffed by ten full-time paid firefighters and approximately volunteers.
- Station 2 is located at the PGE Coal-Fire plant. Station 2 houses additional trucks equipment and is not currently staffed.
- Station 3 is located onsite at Threemile Canyon Farms. Station 3 houses additional trucks and equipment and is staffed by volunteers.
- Station 7 is a multi-district station and is located off Highway 207. Station 7 houses additional trucks and equipment and is staffed by volunteers.

Heppner RFPD: Heppner RFPD offers approximately 1288mi² of structural and wildland fire protection coverage. Heppner RFPD covers a large section of central Morrow County along with the City of Heppner and is composed primarily of grass and agricultural lands. Heppner RFPD has two stations:

- Main Station is located within the Heppner Urban Growth Boundary and is staffed by approximately 20 volunteers. Houses all of the Heppner RFPD trucks and equipment.
- Station 7 is a multi-district station and is located off Highway 207. Station 7 does not house any of Heppner RFPD's equipment or manpower.

lone RFPD: lone RFPD offers approximately 925mi² of structural and wildland fire protection coverage. lone RFPD covers a large section of western Morrow County along with the City of lone and is composed primarily of grass and agricultural lands. lone RFPD has two stations:

- Main Station is located within lone City Limits and is staffed by approximately 10 volunteers. Houses all of the lone RFPD trucks and equipment.
- Station 7 is a multi-district station and is located off Highway 207. Station 7 does not house any of lone RFPD's equipment or manpower.

Irrigon RFPD: Irrigon RFPD offers approximately 28mi² of structural and wildland fire protection coverage. Irrigon RFPD covers a section of Northeast Morrow County along with the City of Irrigon and is composed primarily of grass and agricultural lands and borders the Columbia River to the North. Irrigon RFPD has one station:

- Main Station is located within Irrigon City Limits and is staffed by approximately 15 volunteers. Houses all of the Irrigon RFPD trucks and equipment.

Pilot Rock RFPD: Pilot Rock RFPD provides fire suppression for approximately 134 mi² of Morrow County. Pilot Rock RFPD does not have any trucks or equipment stationed in Morrow County.

- Station 7 is a multi-district station and is located off Highway 207. Station 7 does not house any of Pilot Rock RFPD’s equipment or manpower.

South Gilliam RFPD: South Gilliam RFPD provides fire suppression for approximately 5 mi² of Morrow County. South Gilliam RFPD does not have any assets in Morrow County.

AGENCY CAPABILITIES AND RESOURCES

The county has the following list of agencies with fire protection responsibilities:

Agencies with Fire Protection Responsibilities
Heppner FD
Lexington FD
Naval Weapons System Training Facility Boardman (DOD)
Oregon Department of Forestry (State)
Umatilla Army Depot (OMD)
United States Forest Service (Federal)
United States Fish & Wildlife (Federal)

Heppner FD: Heppner Fire Department has limited responsibilities for wildland fire protection. Operates under mutual aid agreements with RFPD’s

Lexington FD: Lexington Fire Department has limited responsibilities for wildland fire protection. Operates under mutual aid agreements with RFPD’s

Naval Weapons Systems Training Facility Boardman: Naval Weapons System Training Facility Boardman has wildland protection capabilities limited to the training facility boundaries. Operates under mutual aid agreements with Boardman and lone RFPD’s.

Oregon Department of Forestry: The ODF has multiple engines available throughout the area including three in Monument, three in Fossil. Operates under mutual aid agreements with all of the RFPD’s in Morrow County.

Umatilla Army Depot: Oregon Military Department has wildland protection capabilities limited to the training facility boundaries. Operates under mutual aid agreements with Boardman and Irrigon RFPD’s.

United States Fish & Wildlife: USF&W has wildland protection capabilities including engines throughout the area. USF&W operates under mutual aid agreements with Boardman and Irrigon RFPD’s.

WILDLAND FIRE SUPPRESSION PROCEDURES

Currently all wildland fires in Morrow County are aggressively suppressed. This is done through a **Master Cooperative Fire Protection Agreement**. This agreement consists of five organizations:

- John Day Unit, Central Oregon District, ODF, (with Mutual Aid Agreements with all cities and rural Fire Departments)
- Umatilla National Forest, USFS
- Prineville District, BLM
- Vale District, BLM
- USF&W Service

Wildland fire fighting organizations have a multitude of support resources. Movement of federal resources are coordinated through local dispatch centers and the Northwest Coordination Center in Portland, Oregon. State resource movement is coordinated through local dispatch centers, the ODF-Salem Coordination Center and the Washington Department of Natural Resources dispatch office in Olympia, Washington.

There are a variety of suppression resources that may be available throughout Morrow County and the neighboring areas. Those resources include: Interagency Hotshot Crews, Smoke Jumper's, Rappelers, Type 4 and 6 Engines, Various Helicopters capable of dropping water, and various sizes of aircraft to drop retardant.

CONFLAGRATION ACT

In the event a large amount of structures is threatened by a Wildland fire in an area protected by a city or rural fire department, the Area 9 Fire Defense Board Chief can request of the Oregon State Fire Marshall to request the Governor to declare an emergency and evoke the Conflagration Act mobilization. In areas outside of city and rural fire departments, the Board of Commissioners can request of the Governor to declare an emergency and evoke the Conflagration Act mobilization. This will make available structural resources along with Structural Incident Management Teams (IMT) through the Oregon State Fire Marshal's office immediately to protect those structures.

MUTUAL AID AGREEMENTS

The structural fire protection agencies in Morrow County are parties to an inter-governmental agreement between other structural fire protection agencies in Morrow County as well as Umatilla and Gilliam Counties. This agreement spells out how these agencies will mutually assist each other. This agreement is also a tool that is utilized by the Local Fire Chief, Fire Defense Board Chief, and Local Governing Officials for requesting additional resources through the Oregon Fire Service Mobilization Plan and for requesting the invoking of the State Conflagration Act to the Oregon Office of State Fire Marshal and Governor's Office. There may also be additional agreements between the local agencies and wildland fire agencies such as Oregon Department of Forestry, US Forest Service, US Navy, Oregon Military Department, and US Fish and Wildlife. Mutual Aid Agreements related to Wildfire Response in Morrow County can be requested from the Office of the State Fire Marshal at: <https://www.oregon.gov/osp/programs/sfm/Pages/Emergency-Mobilizations.aspx>

ACTION PLAN

Action Items are detailed recommendations for activities that MCCWPP agency partners and others could engage in to reduce wildfire risk. Short and long-term Action Items identified through the planning process are an important part of the MCCWPP addressing a variety of issues and concerns. They have been developed by the Stakeholders Group in support of the Mission, Goals and Objectives identified earlier in this CWPP.

The Action Item inventory, found below, is a summary of the Action Items that have been identified from previous CWPPs or generated during this 2019 update. The completed Action Item forms can be found in Appendix E. The form captures the proposed action, responsible agencies, costs when known, and which Goal or Objective is being addressed. Action Items can and will be updated by the MCCWPP Stakeholder Group annually. Input from community members concerning new or improved Action Items can be submitted to the Morrow County Planning Department.

Implementation of the Action Items will be reviewed annually during planned MCCWPP Stakeholder Group meetings that will occur in the Spring of each year. Reporting of Action Item implementation will allow for tracking of progress against the Mission, Goals and Objectives of the MCCWPP.

Action Items in this MCCWPP have not been prioritized. The Morrow County Natural Hazards Mitigation Plan does include a methodology that could be applied to future updates should a need arise.

ASSESSING BENEFITS AND COSTS OF MITIGATION

Many federal grant programs require benefit/cost analysis of proposed actions. This ensures that the investment will yield greater benefits than the investment costs. The benefits of planning, mitigation and preparedness for wildland fire, however, can be difficult to quantify. It can be difficult to put a monetary number to the value of human, environmental, cultural and other social resources. The MCCWPP Stakeholders Group emphasized developing priorities of action for hazardous fuels treatment, education, emergency management and biomass utilization. The process to develop these priorities has included a technical risk assessment and collection of community input on values. The plan also takes into consideration the fact that low-income, elderly, disabled and other citizens with special needs may require extra assistance or resources to take fire protection actions. All of these values should be considered in developing priorities and assessing the costs and benefits of projects.

When applying for grants that require benefit/cost analysis, there are resources available through FEMA and other agencies that can assist in quantifying these costs and benefits.

ACTION ITEM INVENTORY

2019-2024 Action Items						
Actions	Projects	Community	Hazard	Responsible Agency	Status	Published
Goal: Fuel Hazard Reduction						
On Non-Federal Land	BPA Boardman UGB Fuels Reduction	City of Boardman	High	BPA	Identified	2019
On Federal Lands	Mountain Top Defensible Space	Madison Butte Lookout, Back Mountain Communications Site	High	USFS	Identified	2019
	Refuge Fire Perimeter	City of Boardman	High	USACE, USF&G, CTUIR	Identified	2019
	NWSTF Boardman Western Fire Breaks	NWSTF Boardman, City of Boardman	High	NWSTF Boardman	Identified	2019
	Ellis Integrated Vegetation Project	Several Communities	High	USFS	Identified	2019
	Incorporate remaining lands not covered by an RFPD	Boardman and Irrigon	High	Boardman RFPD, Irrigon RFPD	Identified	2019
Goal: Education and Community Outreach						
On Non-Federal Lands	Free Spray Day	Several Communities	High	NRCS, Morrow SWCD	Funded 2019	2019
	Wildfire Education/Community Night Out	Several Communities	High	Varies	Funded/Identified	2019
	Chip-in Day	Several Communities	High	ODF	Identified	2019
	Firewise Fair Booth	Several Communities	High	ODF/County/Heppner RFPD	Identified	2019
Goal: Improved Development Standards						
On Non-Federal Lands	MCZO Updates based on CWPP	Morrow County	High	Morrow County Planning Dept.	Identified	2019
Goal: Agency Involvement and Engagement						
On Non-Federal Lands	Improve State and Federal agency participation in the Stakeholder Group	Morrow County	High	Varies	Identified	2019

2014-2019 Action Items

On Federal Lands	Black Mountain	Cutsforth Park, Blakes Addition	Extreme	USFS	Funded	2014
	Penland WUI	Penland Lake	Extreme	USFS	Funded	2014
	Bombing Range Fuels Breaks	NWSTF Boardman	Moderate	DOD	Pending Funding	2014
	Army Corp property along Columbia River	Fire Management Planning	High	ACOE	Identified	2014
On Non-Federal Lands	Blake's Fuel Reduction	Blake's Addition, Cutsforth Park, Penland Lake	Extreme	ODF	Pending Funding	2014
	Reeds Mill Fuels Reduction	Reed's Mill, Anson Wright Park	High	ODF	Pending Funding	2014
	OHV Park Fuels Reduction	OHV Park	High	ODF & County	Pending Funding	2014
	Water Source Development	Several Communities	High	ODF, Landowners, County	Pending Funding	2014
Defensible Space	Blake's Addition	Blake's Addition, Cutsforth Park	Extreme	ODF & Landowners	Pending Funding	2014
	Penland Lake	Penland Lake	Extreme	ODF & Landowners	Pending Funding	2014
	Reeds Mill/ Anson Wright	Reeds Mill, Anson Wright	High	ODF & Landowners	Pending Funding	2014
	OHV Park	OHV Park	High	Morrow County, Landowners	Pending Funding	2014
Safety Corridors	Sunflower Flat	Several Communities	High	ODF & FS	Pending Funding	2014
	USFS 53 Rd	Several Communities	High	ODF & FS	Pending Funding	2014
	Willow Cr	Several Communities	High	ODF & FS	Pending Funding	2014
	Hwy 207	Several Communities	High	ODF & FS	Pending Funding	2014
	USFS 21 Rd	Several Communities	High	FS	Pending Funding	2014
Strategic Community Fire Breaks	See Safety Corridors above.	Several Communities			Pending Funding	2014
	Bombing Range Road	Several Communities			Pending Funding	2014
	Highway 74	Several Communities			Pending Funding	2014
	Tower Road	Several Communities			Pending Funding	2014

	Highway 206	Several Communities			Pending Funding	2014
	Interstate 84	Boardman, Irrigon			Pending Funding	2014
	Highway 730	Irrigon, Boardman			Pending Funding	2014
FUTURE Concerns	Unprotected Areas (from BRAC process) and Establish the Necessary Mutual Aid Agreements	Irrigon, Morrow County	n/a	Dept. of Defense, US Navy, Fire Chiefs, Army Corps of Engineers, County	Ongoing	2014
Public Information						
Signing	Fire Prevention Signing, seasonally as appropriate	All	n/a	All	Ongoing	2014
Media Contacts		All	n/a	All	Ongoing	2014
Grade School presentation		All	n/a	Fire Prevention Coop	Ongoing	2014
Outdoor School presentations		All	n/a	All	Ongoing	2014
Civic Group presentations		All	n/a	All	Ongoing	2014
Landowner contacts		All	n/a	ODF, Comm., Rural	Ongoing	2014
Fair displays		All	n/a	Fire Prevention Coop	Ongoing	2014
Fire Free training		All	n/a	Fire Prevention Coop	Ongoing	2014
Fire Prevention Newspaper Insert		All	n/a	Fire Prevention Coop	Ongoing	2014
Structure ignitability		All	n/a		Ongoing	2014
Burning Permits		All	n/a	ODF, City, Rural	Ongoing	2014
Notifications of Operation		All	n/a	ODF	Ongoing	2014
Building Permit Review		All	n/a	County Fire Chiefs	Ongoing	2014
Permitting		All	n/a	County Planning	Ongoing	2014
Enforcement		All	n/a	ODF, City, Rural, Sheriff, Fire Chief	Ongoing	2014

MONITORING AND REVISION

A primary objective of the MCCWPP Stakeholder Group is to provide guidance for all elements of planning and implementation of this Plan. The MCCWPP Stakeholder Group will continue to provide oversight through annual meetings and coordination with fire protection agencies and the communities at risk in Morrow County. The purpose of this monitoring strategy is to track implementation of activities and evaluate how well the Goals of the MCCWPP are being met over time. Monitoring measures progress over time to better understand how well the Mission, Goals and Objectives of this Plan are being met. The data gathered will provide the status and trends of the MCCWPP. The following are types of monitoring that can occur:

- Implementation Monitoring: Did you do what you said you would do?
- Effectiveness Monitoring: Did treatments meet objectives?
- Verification Monitoring: Evaluates whether our objectives helped to meet the broad MCCWPP goals. Did our actions lead to the outcomes we expected?

REVISIONS AND UPDATES

The Stakeholder Group will convene annually to review the MCCWPP to assure that implementation of the Action Items is occurring and that the Mission, Goals and Objectives are being met. At any time, the Stakeholder Group can recommend new Action Items or address other necessary changes to the MCCWPP. On a five-year rotation the Stakeholder Group will work to complete an update to the MCCWPP to assure that the Risk Assessment is up-to-date and that the Mission, Goals and Objectives are still relevant. Based on this 2019 update the next update would need to be completed in 2024.

THE CWPP AS PART OF THE NHMP

The CWPP serves as the Wildfire Annex within the Morrow County Natural Hazards Mitigation Plan (NHMP). A Steering Committee oversees the development and maintenance of the NHMP which is supported by the Morrow County Planning Department. With the 2019 update of the CWPP there is a deliberate attempt to separate the required five-year updates of these two documents. When the NHMP is updated in 2020 and adopted in 2021 it will include this 2019 CWPP update.

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SUMMARY

In the past, there has been limited awareness about the investment required to maintain fire protection. From fuels reduction, education and prevention to evacuation, citizens must have the information and resources to be active participants in reducing their risk to wildland fire. For many years, there has been a reliance on insurance, local government, fire service, federal agencies and many other types of organizations to aid us when disaster strikes. This MCCWPP encourages citizens to take an active role in identifying needs, developing strategies and implementing solutions to address wildland fire risk by participating in countywide fire prevention activities. Citizen action may be cleaning up brush around homes, installing new smoke detectors, volunteering to be a part of a local fire department or district, attending community meetings, and passing on fire prevention information to neighbors and friends. With the MCCWPP as a foundation, local action can guide successful implementation of fire hazard reduction and protection efforts in Morrow County.

Morrow County is a typical Eastern Oregon county with small cities scattered throughout with a population of people living in homes scattered outside the city limits. These homes are located in all fuel types. Some are snuggled in the timber adjacent to the forest. Others are in the lower elevations of grass/juniper/sagebrush climate. Distance from any type of fire protection is one of the biggest problems for these homes and access. This County has lived with fire since the county was first established in 1885. Fire has been a major tool in shaping the existing forest and other plant communities since long before the country was settled. Lightning and humans will always contribute to fire starts during all conditions dry or wet. Of the three fire behavior components (fuel, weather, topography), fuels are the one variable that humans can easily influence and modify. With this in mind, this plan is aimed at reducing fire effects by reducing fuel loading and to produce conditions, in case of fire, that are considered manageable during most conditions and to improve initial attack capabilities for all types of fires.

- The number one goal of this plan is to provide for the protection of the public and create a safe work environment for fire suppression forces. With the reduction of wildland fuels, we move closer to achieving the goal of all structures surviving an on-coming fire.
- Everyone involved with this plan must work together to successfully manage hazardous fuels within and near communities. Those included are association groups, Federal agencies, Local Agencies, local fire departments and fire protection districts, private industrial timberland owners, and private land and home owners.
- There are often weather conditions where high temperatures, single digit humidity's, and strong winds occur simultaneously. Under these conditions prevention through communication to reduce fire start potential is the only protection for communities from wildland fire effects. These conditions can lead to plume dominant fires which create their own burning conditions and are literally unmanageable and can become catastrophic.

The key to making this plan work will be increasing public awareness through informational programs.

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APPENDIX A

This appendix consists of a series of county base maps. These base maps were designed to support the Morrow County CWPP and were developed using multiple GIS datasets available to Morrow County at the time of this publication. The Wildfire Risk map was created using data acquired from the Advanced Oregon Wildfire Risk Explorer which was developed to serve professional planners to inform CWPP and NHMP with extensive data resources, detailed summaries, and full wildfire risk inventory reports.

ADVANCED OREGON WILDFIRE RISK EXPLORER

https://tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning

OREGON GEOSPATIAL DATA CLEARINGHOUSE

<https://www.oregon.gov/geo/Pages/sdlibrary.aspx>



Communities at Risk

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

Coordinate System NAD 1983 HARN StatePlane Oregon North FIPS 3801
Projection Lambert Conformal Conic
Datum North American 1983 HARN

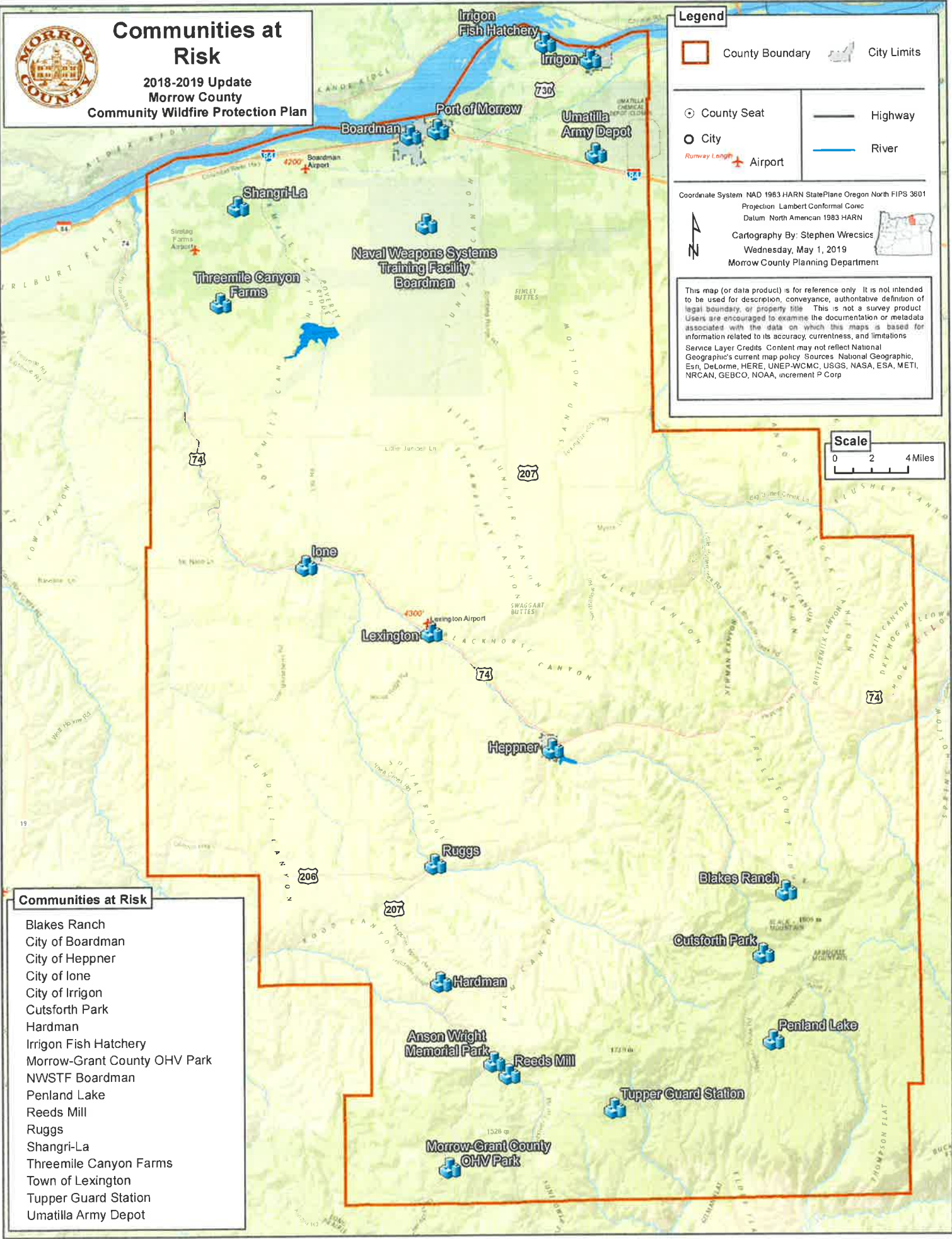
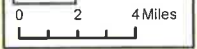


Cartography By: Stephen Wreccisic
Wednesday, May 1, 2019
Morrow County Planning Department



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Scale



Communities at Risk

- Blakes Ranch
- City of Boardman
- City of Heppner
- City of lone
- City of Irrigon
- Cutsforth Park
- Hardman
- Irrigon Fish Hatchery
- Morrow-Grant County OHV Park
- NWSTF Boardman
- Penland Lake
- Reeds Mill
- Ruggs
- Shangri-La
- Threemile Canyon Farms
- Town of Lexington
- Tupper Guard Station
- Umatilla Army Depot



Morrow County Land Management

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

- County Boundary
- City Limits
- County Seat
- City
- Runway Length
- Airport
- Highway
- River

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 Thursday, May 30, 2019
 Morrow County Planning Department



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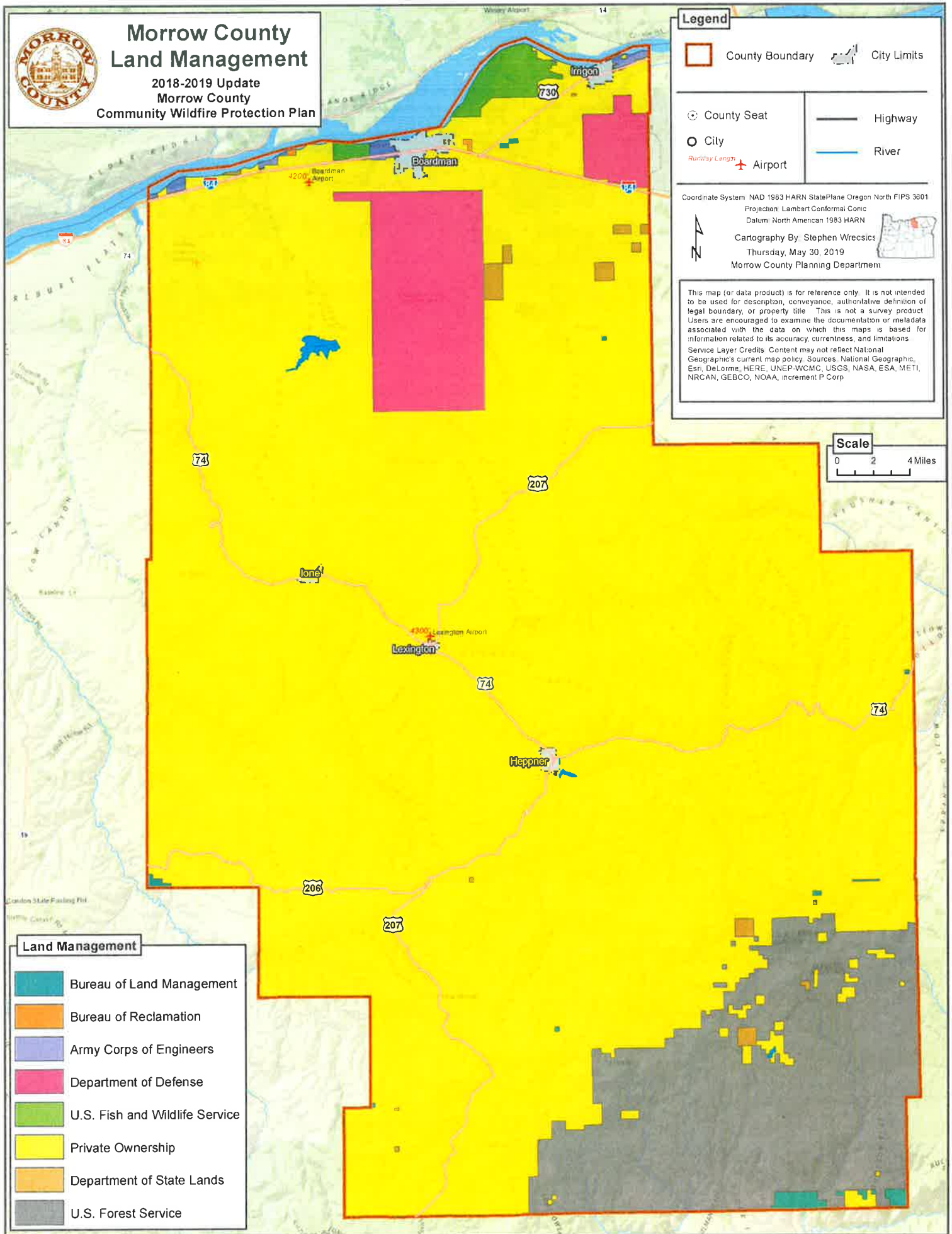
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Scale



Land Management

- Bureau of Land Management
- Bureau of Reclamation
- Army Corps of Engineers
- Department of Defense
- U.S. Fish and Wildlife Service
- Private Ownership
- Department of State Lands
- U.S. Forest Service





Rural Fire Protection Districts

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

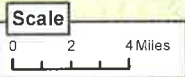
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- Highway
- River

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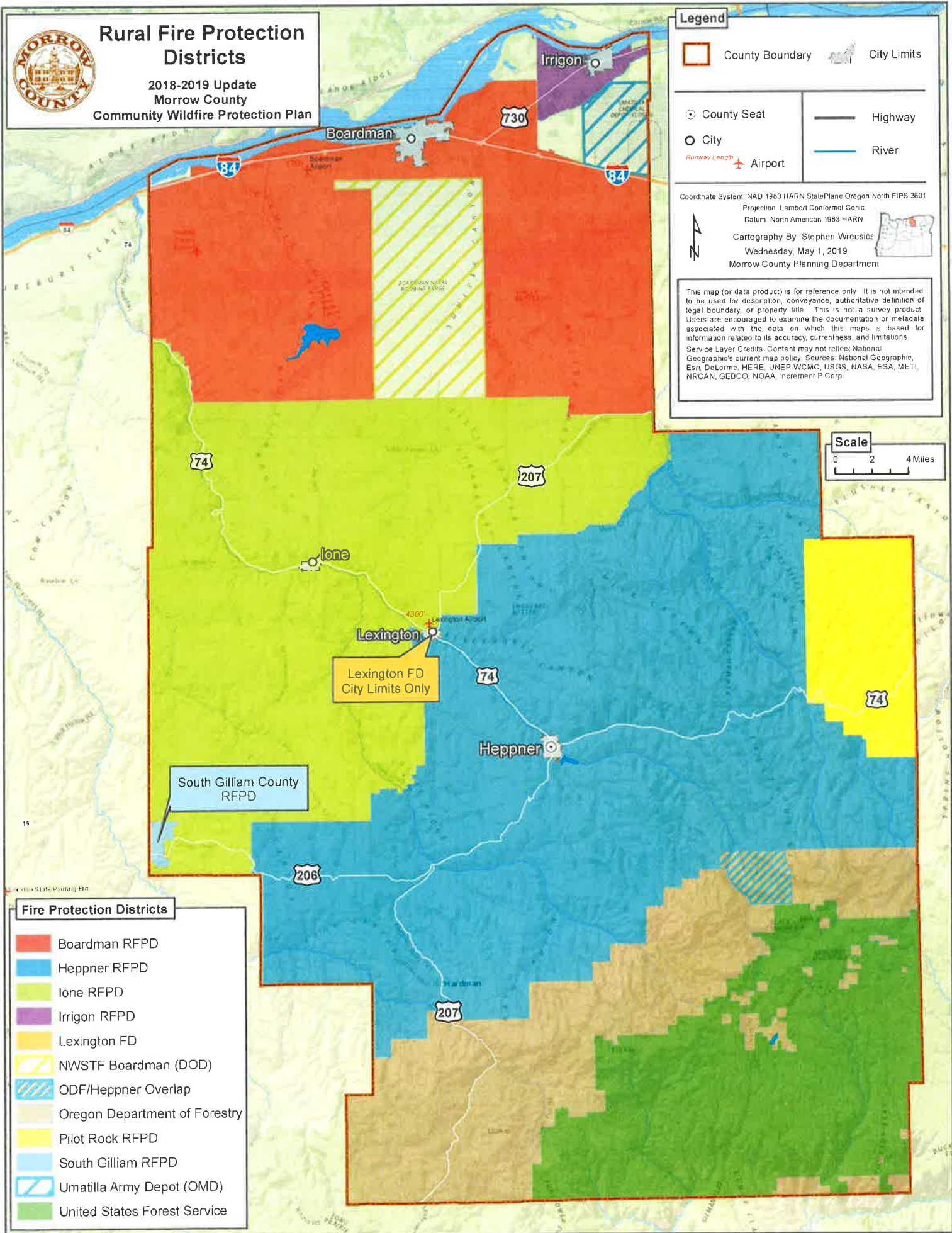
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Wednesday, May 1, 2019
Morrow County Planning Department

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Fire Protection Districts

- Boardman RFPD
- Heppner RFPD
- lone RFPD
- Irrigon RFPD
- Lexington FD
- NWSTF Boardman (DOD)
- ODF/Heppner Overlap
- Oregon Department of Forestry
- Pilot Rock RFPD
- South Gilliam RFPD
- Umatilla Army Depot (OMD)
- United States Forest Service





Morrow County Primary Transportation Routes

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

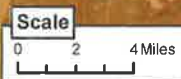
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- City
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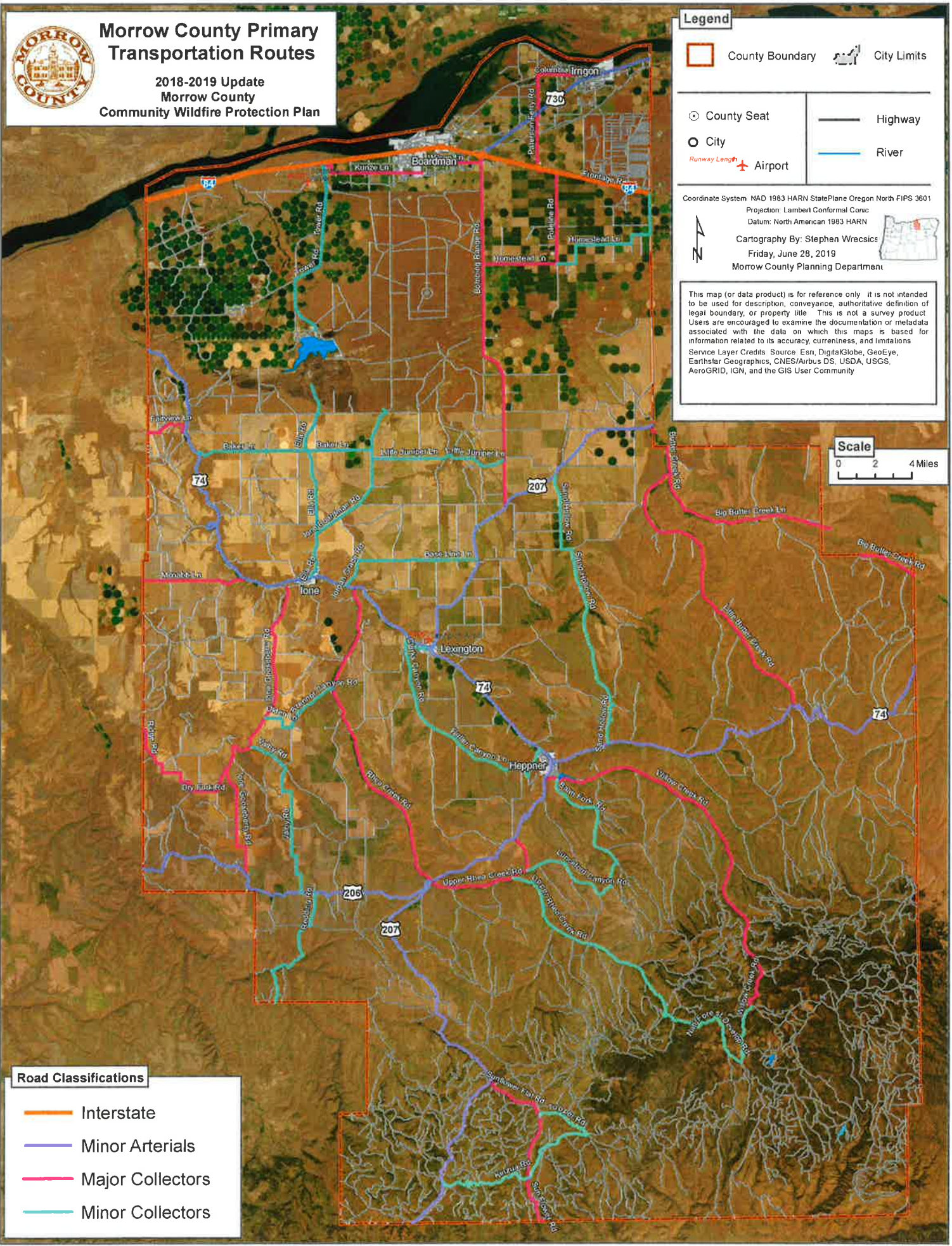
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Datum: North American 1983 HARN

Cartography By: Stephen Wreccics
Friday, June 28, 2019
Morrow County Planning Department

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Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- ### Road Classifications
- Interstate
 - Minor Arterials
 - Major Collectors
 - Minor Collectors





Overall Wildfire Risk Map

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

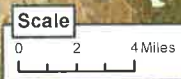
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- County Boundary
- City Limits
- County Seat
- Highway
- City
- River
- Runway Length
- Airport

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Cartography By: Stephen Wreccics
Tuesday, May 28, 2019
Morrow County Planning Department

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Wildfire Risk

Benefit: Wildfire risk is beneficial, overall, for mapped resources and assets combined (for example, the cumulative value is positive, typically due to beneficial effects on forest health/vegetation condition and/or wildlife habitat). Benefit represents 0-14.5th percentile of positive values on the landscape.

Low Benefit: Wildfire risk is slightly beneficial for mapped resources and assets combined (for example, forest health/vegetation condition, wildlife habitat), producing a "fuel treatment effect" at very low flame lengths. Benefit represents 14.5 to 29th percentile of positive values on the landscape.

Low: Wildfire risk is low to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Low represents the 29th to 50th percentile of values across the landscape.

Moderate: Wildfire risk is moderate to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Moderate represents the 50th to 80th percentile of values across the landscape.

High: Wildfire risk is high to all mapped resources and assets combined: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. High represents the 80th to 95th percentile of values across the landscape.

Very High: Wildfire risk is very high to all mapped resources and assets combined: critical infrastructure, powerlines, developed recreation, housing unit density, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat. Very High represents the top 5 percent of values across the landscape.

- Very high
- High
- Moderate
- Low
- Low benefit
- Benefit

(Pacific Northwest Quarterly Wildfire Risk Assessment, USFS, 2018. Full Layer Name: _Total_rhVLC)



Historic Fires >50.0 Acres in Size

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

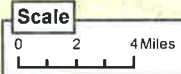
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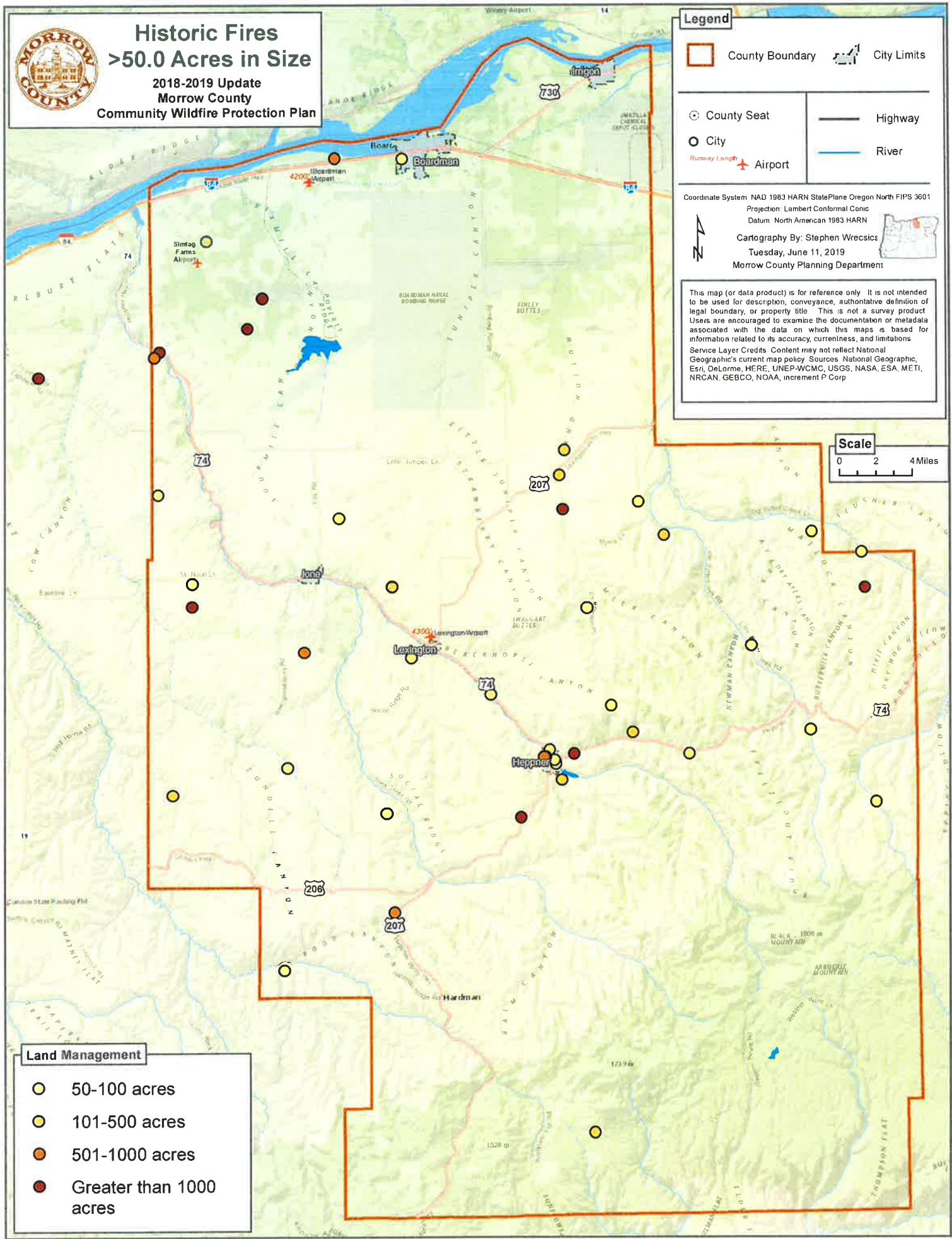
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 Tuesday, June 11, 2019
 Morrow County Planning Department

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- ### Land Management
- 50-100 acres
 - 101-500 acres
 - 501-1000 acres
 - Greater than 1000 acres





Wildland Urban Interface Areas

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

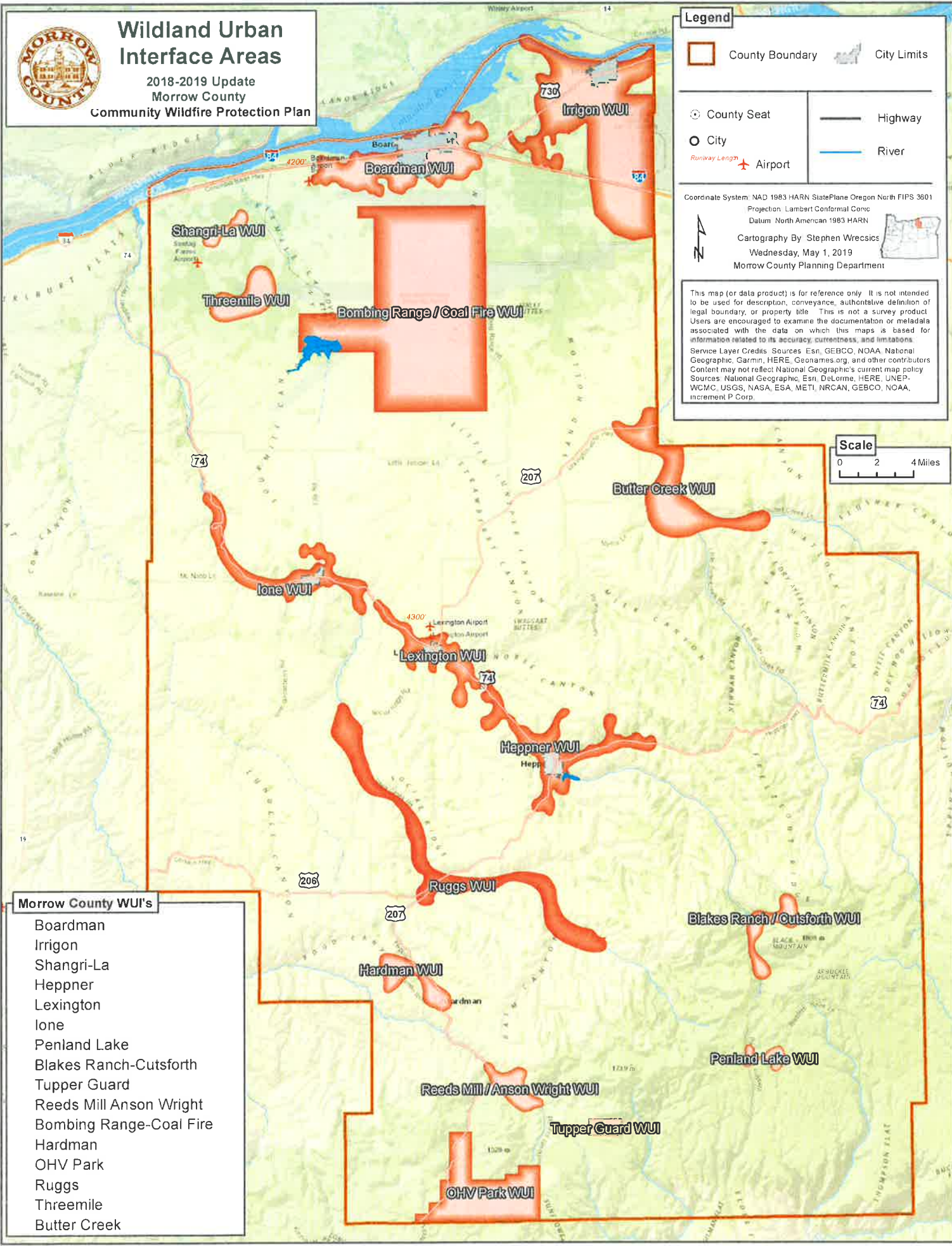
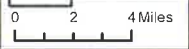
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Projection: Lambert Conformal Conic
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Cartography By Stephen Wreccics
Wednesday, May 1, 2019
Morrow County Planning Department

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Scale



Morrow County WUI's

- Boardman
- Irrigon
- Shangri-La
- Hoppner
- Lexington
- lone
- Penland Lake
- Blakes Ranch-Cutsforth
- Tupper Guard
- Reeds Mill Anson Wright
- Bombing Range-Coal Fire
- Hardman
- OHV Park
- Ruggs
- Threemile
- Butter Creek

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APPENDIX B

This appendix provides a summary of definitions and acronyms used throughout this document.

Acronyms	
BLM	Bureau of Land Management
CWPP	Community Wildfire Protection Plan
DLCD	Department of Land Conservation and Development
FEMA	Federal Emergency Management Agency
FD	Fire Department
FLAME	Federal Land Assistance, Management and Enhancement Act
HFI	Healthy Forest Initiative
HFRA	Healthy Forest Restoration Act
MCCWPP	Morrow County Community Wildfire Protection Plan
NAS	Naval Air Station
NEPA	National Environmental Policy Act
NHMP	Natural Hazards Mitigation Plan
NRCS	Natural Resources Conservation Service
NWSTFB	Naval Weapons Systems Training Facility Boardman
ODFW	Oregon Department of Fish and Wildlife
OMD	Oregon Military Department
RFPD	Rural Fire Protection District
USDA	United States Department of Agriculture
USFS	United States Forest Service
USF&W	United States Fish and Wildlife
WUI	Wildland Urban Interface

Definitions	
Hotshot Crew	Typically, a crew of approximately 20 wildland firefighters specially trained to fight wildland fires.
Mutual Aid Agreement	Agreement among emergency responders to lend assistance across jurisdictional boundaries.
Retardant	Substance that is used to slow or stop the spread or intensity of wildfire.
Smoke Jumper	A wildland firefighter who parachutes to locations otherwise difficult to reach.

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APPENDIX C

This appendix provides a list of agency contacts.

Agency	Address	Phone
Morrow County Sherriff's Office	325 Willow View Dr, Heppner, OR 97836	(541) 676-5317
Boardman RFPD	300 SW Wilson Ln, Boardman, OR 97818	(541) 481-3473
Heppner RFPD	P.O. Box 1010, Heppner, OR 97836	(541) 676-2922
Ione RFPD	160 W Main St, Ione, OR 97843	(541) 422-7303
Irrigon RFPD	705 N Main St, Irrigon, OR 97844	(541) 922-3133
Pilot Rock RFPD	415 NE 4 th St, Pilot Rock, OR 97868	(541) 379-1295
South Gilliam RFPD	128 S Main St, Condon, OR 97823	(541) 384-5555
Heppner FD	911 Riverside Ave, Heppner, OR 97836	(541) 676-2922
Lexington FD	150 W Main St, Lexington, OR 97839	(541) 989-8515
Area 9 Defense Board	320 S First St, Hermiston, OR 97838	(541) 567-8822
Navy Region Northwest Fire and EMS	3730 N Charles Porter Ave, Oak Harbor, WA 98278	(360) 257-9020
Oregon Military Department	1776 Militia Way SE, Salem, OR 97301	(503) 584-3980
U.S. Fish and Wildlife	64 Maple Street, Burbank, Washington 99323	(509) 546-8300
U.S. Forest Service (Heppner District)	P.O. Box 7, Heppner, OR 97836	(541) 676-9187
District Extension Forester	210 Snell Hall, Corvallis, OR 97331	(541) 602-4689
Oregon Department of Forestry	3501 NE 3 rd St, Prineville, OR 97754	(541) 447-5658
Natural Resources Conservation Service	430 Linden Way, Heppner, OR 97836	(541) 676-5021
The Nature Conservancy	620 W 18 th St, The Dalles, OR 97058	(541) 298-1802
Columbia Basin Electric Co-Op	171 W Lindon Way, Heppner, OR 97836	(541) 676-9146
Umatilla Electric Co-Op	750 W Elm Ave, Hermiston, OR 97838	(541) 567-6414

City	Address	Phone
City of Boardman	200 City Center Circle, Boardman, OR 97818	(541) 481-9252
City of Heppner	111 N Main Street, Heppner, OR 97836	(541) 676-9618
City of Ione	385 W 2 nd St, Ione, OR 97843	(541) 422-7414
City of Irrigon	500 NE Main Ave, Irrigon, OR 97844	(541) 922-3047
Town of Lexington	425 F Street, Lexington, OR 97839	(541) 989-8515

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APPENDIX D

The following information was summarized from the Grants and Incentives page of the Oregon Department of Forestry website at

<https://www.oregon.gov/ODF/AboutODF/Pages/GrantsIncentives.aspx>.

This appendix contains Grants and Incentive programs that were available at the time of this publication. Grants and Incentive programs listed below may have a limited availability period and applicants should reach out to the John Day Unit Stewardship Forester at 541.575.1139 for a list of currently available Grants and Incentive Programs.

Name	Summary	Contact
Bark Beetle Mitigation	To assist family forestland owners in prevention and help restore areas affected by bark beetles.	Oregon Department of Forestry/U.S. Forest Service
Community Forest Program	The goal of the Community Forest Program is to establish community forests; this is achieved by acquiring land which protects it from conversion to non-forest uses. The Community Forest Program is a federal program that assists landowners in establishing community forests, and sustainably managing them for public benefit including recreation, income, wildlife habitat, stewardship demonstrations sites, and environmental education.	U.S. Forest Service
Conservation Reserve Enhancement Program	The goal of the Conservation Reserve Enhancement Program (CREP) is to encourage landowners to protect soil, water, fish and wildlife by establishing plants along streams.	Farm Service Agency/NRCS
Conservation Stewardship Program	The goal of the Conservation Stewardship Program is to help landowners and operators maintain existing stewardship and adopt additional conservation on privately owned, non-industrial working forests and agricultural lands.	NRCS
Environmental Quality Incentives Program	The goal of the Environmental Quality Incentives Program is to encourage landowners to implement management practices that conserve soil, water, and related natural resources on working lands.	NRCS
Firewise	Firewise is a set of principles that involves understanding our wildland environment and taking concrete steps to make our home and surroundings more resilient and survivable.	NFPA https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA
Forest Legacy Program	The Forest Legacy Program is a national program that addresses privately-owned forestlands that face threats of conversion to non-forest use by development pressures. The goal of the Forest Legacy Program is to promote stewardship and sustainable management of private forest lands by maintaining working forests that conserve important forest resource and conservation values.	Oregon Department of Forestry

Name	Summary	Contact
Noxious Weed Control Grants	The Oregon State Weed Board guides state noxious weed control priorities and awards grants to landowners, public agencies, and others to control noxious weeds.	Oregon State Weed Board Grant Program
Volunteer Fire Assistance (VFA Grants)	These grants help fire agencies meet their firefighting and emergency response needs. Links provide background on VFA grants along with instructions and forms to apply.	Oregon Department of Forestry/U.S. Forest Service
Wetlands Reserve Program	The goal of the Wetlands Reserve Program is to restore, protect, and enhance wetland function and values on private property.	FSA/NRCS

APPENDIX E

This appendix contains the Action Items created as part of the 2019 CWPP update; historic Action Items are still valid and available for implementation. The list of historic and new Action Items is included in the Action Item Inventory beginning on Page 30 of this document. Historic Action Items are available through the Morrow County Planning Department. Action Items, both the 2019 and historic, will be evaluated by the Stakeholder Group at annual meetings.

ACTION ITEM PROPOSAL FORM

Proposed Action Item Identification: (Example MH #1
– for Multi-Hazard #1; or FH #3 – Flood Hazard #3)

Alignment with Plan Goals: (List Goals the action helps to achieve.)

Improve Agency Involvement

Proposed Action Title:

These should be action statements rather than location statements.
E.g. Complete road improvements: Piper Canyon #647

Improve State and Federal Agency participation in the Stakeholder Group

Link this with a specific goal listed with the Plan

Goal # 4

Rationale for Proposed Action Item: (What critical issues will the action address?)

Describe WHY this action is important. If this location flooded or was damaged during a specific event, mention it in this section.

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Ideas for Implementation

Statements about specific actions such as culvert work, bio swell areas, ditches/road widening or other actions that should be taken go here.

- Invite agencies to annual Stakeholders Group meetings.
- Complete individual outreach.

Coordinating Organization:

Morrow County

Internal Partners

External Partners

Boardman RFPD

Timeline:

If available, estimated cost:

Short Term (0-2 years)

Long Term (2-4 or more years)

0-2

Could be ongoing.

Form Submitted By:

Carla McLane

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Morrow County

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Boardman RFPD

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Form Submitted By:

Carla McLane

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Proposed Action Title: These should be action statements rather than location statements. E.g. Complete road improvements: Piper Canyon #647 Improve State and Federal Agency participation in the Stakeholder Group	Link this with a specific goal listed with the Plan Goal # 4

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Coordinating Organization: Morrow County

Internal Partners	External Partners
	Boardman RFPD

Timeline:		If available, estimated cost:
<u>Short Term</u> (0-2 years)	<u>Long Term</u> (2-4 or more years)	
0-2	Could be ongoing.	

Form Submitted By: Carla McLane

June 25,2019

Morrow County Commissioners

As you are aware, I headed up an effort this winter to have a helicopter fly for coyotes using a permit obtained from the Oregon Department of Agriculture. Most of the people listed below had signed the permit prior to flying. The helicopter logged 49 hours on our properties and had great results.

In several instances, coyotes feeding on newborn calves were observed. Packs of 6 to 8 coyotes were not uncommon. By for the most coyotes observed were in the direct proximity of calving cows.

With the weather we were experiencing during February, March and April, I hate to guess the losses we would have suffered during calving in those conditions. Most people's properties were flown at least twice and the difference between the early flights and the later flights were substantial.

I would like to apply for a new permit for this fall and winter. Please let me know if you are interested in being included on the new permit.

The helicopter is owned and operated by Greg Jensen DBA calfsavers.com. Greg has a passion for helping livestock growers and wildlife managers reduce predation on their properties. I am asking for donations to his company to cover the expenses incurred in this endeavor. Typically, a helicopter of this type rents for \$550 per hour plus travel time to and from their home base in Vale. If we would have hired a company to do this for us, or cost would have been nearly \$26,000. I propose that we each make donations to his company proportionate with the amount of land He flew for each of us and the benefit realized from it. Greg based his flying from my Balm Fork Lodge and flew approximately 10 days as weather permitted. I am going to ask the County Commissioners for funding as well as the Morrow County Livestock Growers.

I think a goal for fundraising should be \$15,000 to \$16,000. There are 27 names on the list of potential donors. I am going to donate \$1,000 to the fund and I hope you all send an amount that reflects the benefit you feel you received.

Please make checks out to:

calfsavers.com

C/O Brian Thompson

55805 Hwy74

Heppner, OR 97836

Please indicate if you want to be included on the permit for next year.

If you have any questions or concerns, please feel free to call me at 541-980-5045. I will follow up with a letter to let everyone know how much we raised and the particulars on signing up for next year.

Thank you,

Brian Thompson

Cooperator
Triangle Ranch
Horseshoe Hereford
Wright Century Ranch
HM Ranch
Dow Ranch
Thompson Ranch
Roscoe Qualls
Osmin Ranch
Kilkenny Ranch
Western Grain
Currin Ranch
Vey Ranches
Dougherty Ranch
Healy Ranch
Hughes Ranch
Warn/Green
Hisler Ranch
French Ranch
Lentz Ranch
Joe McElligott Ranch
Jaca ranch
Nevada First Corp
Turner Ranch
Kyle Robinson Ranch
Morrow County
Morrow County Livestock Growers



Board of Commissioners

P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Commissioner Jim Doherty, Chair
Commissioner Melissa Lindsay
Commissioner Don Russell

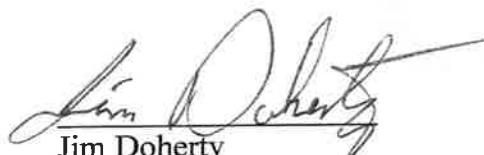
Captain Matthew L. Army
Commanding Officer, Naval Air Station Whidbey Island
3730 N. Charles Porter Ave.
Oak Harbor, WA 98278-3500

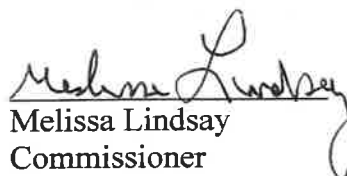
July 10, 2019

Captain Army,

In the past, Morrow County has approached the Navy with ideas to improve our working relationship as neighbors. The idea of some type of predator control on the Boardman Bombing Range has been brought up. In the attached letter from USDA, the recent history and importance of predator control are explained. Morrow County, in partnership with USDA and the State of Oregon, funds the Wildlife Specialist for Morrow County, Chris Lulay. His contact information is in the attached letter. We would encourage you or your staff to contact Mr. Lulay to see if they have a program that could provide predator control, while not interfering with training missions.

We appreciate your thoughtful consideration,


Jim Doherty
Chair


Melissa Lindsay
Commissioner


Don Russell
Commissioner

cc: Kimberly Peacher
Community Planning & Liaison Officer
Northwest Training Range Complex
kimberly.peacher@navy.mil



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife
Services

Eastern Oregon
District Office

60015 Smith Loop
La Grande, OR 97850
(541)963-7947

History of USDA APHIS WS

Since 1886, government trappers from the USDA/APHIS Wildlife Services program and its predecessor agencies have provided assistance to people struggling with wildlife damage issues. Traditionally, their efforts involved the protection of crops and livestock from rodents, birds and predators, such as coyotes, wolves, bears, bobcats and mountain lions.

Wildlife Services Authority

The Act of March 2, 1931, as amended (7 U.S.C. § 8351 – Predatory and other wild animals and § 8352 – Authorization of expenditures for the eradication and control of predatory and other wildlife animals), authorizes the Secretary of Agriculture to conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary deems necessary in conducting the program. The Secretary of Agriculture has delegated this authority to WS.

Mission Statement

The mission of USDA APHIS Wildlife Services (WS) is to provide Federal leadership and expertise to resolve wildlife conflicts to allow people and wildlife to coexist. WS conducts program delivery, research, and other activities through its Regional and State Offices, the National Wildlife Research Center (NWRC) and its Field Stations, as well as through its National Programs.

How cooperators can benefit by using our program

Winter calving and lambing season is a vital time for ranchers and farmers. Coyotes will often depredate on calves and lambs this time of year. Losses can often reach thousands of dollars very quickly. WS control measures can also help increase the local ungulate population by controlling predators in crucial times of the year. We have various direct control methods that are used. Those methods include trapping, aerial hunting, calling, spotlighting, and specially trained dogs to help locate predators. We also provide technical assistance to cooperators by teaching them about husbandry, exclusion, and general information that is needed to further understand the wild animals they must co-exist with.

Past winter verified damages close to The Bombing Range

Last winter into early spring, WS confirmed 13 calves that were killed by coyotes on 4 different livestock producer properties, 1 dog that was attacked, and also a small group of sheep that were being harassed by coyotes. Many coyotes were being spotted by livestock producers during early morning daylight hours. All of this took place directly north of The Bombing Range on the southern outskirts of the town of Boardman, Oregon. With the exception of 1 livestock producer directly to the east across bombing range rd. Direct control and technical assistance measures were applied and WS was able to take 32 coyotes and completely stop further livestock losses.



Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Programs

An Equal Opportunity Provider and Employer

How The Bombing Range could affect local livestock producers

The geographical location of The Bombing Range plays a vital role for local cooperators. It's a very large, for the most part, unoccupied tract of land surrounded by smaller tracts of land. Predators often use these large tracts of land to get away from the general human population, but will travel significant distances come nightfall to hunt. We have spoken with another employee of WS who previously worked Morrow County, he advised that when he was able to apply direct control measures on The Bombing Range, livestock losses greatly decreased to a very minimal amount in the surrounding areas. Also, it is a large denning area for coyotes to raise pups, those pups must disperse and leave when they come of age. They can travel great distances and create problems for producers that are not local to The Bombing Range the following winter.

In closing

WS believes, livestock producers, landowners, and sport hunters, can all benefit from WS being granted access to The Bombing Range to apply damage management on coyotes, to help prevent human health and safety, livestock, sport ungulate, and domestic animal depredation. WS is very well versed and can provide predator control with many methods.

Contacts-

Chris Lulay (WS Specialist, Morrow County)

- Phone: 541-303-3722

- Email: Christopher.L.Lulay@aphis.usda.gov

Patrick Smith (WS, Eastern Oregon District Supervisor)

-Phone: 541-805-0128

- Email: Patrick.L.Smith@aphis.usda.gov.

Roberta Lutcher

From: Smith, Patrick L - APHIS <patrick.l.smith@usda.gov>
Sent: Monday, July 22, 2019 6:52 AM
To: Roberta Lutcher
Cc: Lulay, Christopher L - APHIS
Subject: Wildlife Services update

STOP and VERIFY - This message came from outside of Morrow County Government.

Roberta,

I wanted to take this opportunity to provide a brief report of USDA/Wildlife Services' activities in Morrow County for the past year (July 1, 2018 thru June 30, 2019). As you are aware, the primary focus of our program in Morrow County is livestock protection, but our Wildlife Specialist (Chris Lulay) also responds to other wildlife damage issues that have an impact on not only livestock, but property and human health and safety, as well. In addition to the update on our activities this past year, I would also like to provide an update on our fixed wing aerial operations, as well.

This past year Chris worked 39 individual properties in Morrow County. The types of wildlife damage management range from primarily livestock protection to protection of property, pets, and human health and safety from threats or predation from wildlife. Species dealt with include: coyotes, mountain lions, bears, badgers, ravens, skunks, rabbits, Canada geese, foxes, and starlings/blackbirds. A total of 256 coyotes were removed from ground methods (trapping, snaring, and calling/shooting) in Morrow County. Along with direct control of these species, technical assistance is also provided to landowners and residents of Morrow County to provide recommendations on methods individuals can apply themselves to minimize the threat from wildlife. Wildlife Services' uses an integrated approach to resolving and minimizing the damage caused by wildlife. This integrated approach includes the before mentioned methods of trapping, snaring, calling/shooting, and aerial hunting.

Wildlife Services views aerial coyote hunting as another tool in the overall approach to dealing with coyotes and livestock protection, much like trapping, snaring, and calling and shooting. We believe that the success of our wildlife damage management program in each of the counties is greatly enhanced by the use of aerial hunting, but also realize that not all coyote predation situations can be resolved with aerial hunting. The past 3 winters we have had an absence of a full time pilot to operate our fixed wing airplane, thus we have had to rely on borrowing a pilot from neighboring states (Idaho and California) to try and enhance our ground efforts in the counties of eastern Oregon. We realize this is not an ideal situation and anticipate that we will have a full-time seasonal pilot on board for the upcoming winter. Currently, our rates for the fixed wing airplane are \$250/hour. This covers the pilot, airplane, fuel, ammo, gunner, and other required safety and maintenance of the aircraft. This cost is generally picked up by the cooperator/landowner of the property where we are flying, but there are some counties and other entities (OHA Chapters) that are setting aside funds just for aerial operations. We do not charge the cooperator for ferry time for the airplane, just actual hunt time on the location. This past winter, we flew a total of 17 days throughout multiple counties in eastern Oregon for a total of approximately 50 hours of hunt time. In this 50 hours of hunt time, 726 coyotes were taken. At the \$250/hour rate, this works out to just over \$17/coyote and an average of 14.5 coyotes/hour. The effectiveness of the aerial tool is enhanced when there is a ground crew comprised of the local WS Wildlife Specialist that is familiar with the livestock operations and the lay of the land. A Wildlife Specialist working under the plane can often guide the plane to where the coyotes are, they can call coyotes in to areas where the plane can access them and they serve as a safety component of an aerial operation. Additionally, when coyote dens are located from the air the ground based Wildlife Specialist can access the property and take out the den.

Wildlife Services has had a long history of cooperating with Morrow County to provide wildlife damage management to its citizens, and look forward to continuing this relationship in the future. I look forward to seeing you on the 24th at the County Commissioners meeting. If you have any questions or need additional information, please feel free to contact me at (541)805-0128.

Sincerely,

Patrick L. Smith
District Supervisor
USDA/APHIS/Wildlife Services
60015 Smith Loop
La Grande, OR 97850

Phone: (541)963-7947

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Greater Eastern Oregon Development Corporation (GEODC) Northeast Housing Rehabilitation Program Background & Summary:

GEODC is a local non-profit organization serving seven counties in Eastern Oregon since 1982. GEODC has over 23 years of experience in grant administration. **GEODC provides administration, fiscal management and oversight of the housing rehabilitation revolving loan fund and program services through the Northeast Regional Housing Rehabilitation Program (NERH).**

Housing rehabilitation funds provide needed housing rehabilitation services upgrades to qualified, low-income households in a selected community. **This work includes activities such as siding installation, painting, heating system upgrades, electrical system repair and accessibility.** To date, the program has rehabilitated 184 homes, totaling over 4 million dollars.

The program provides no interest, deferred payment loans, up to \$20,000, to repair homes owned by qualified low and moderate income households. There are no monthly payments for a loan; however, the loan must be paid back when the property is transferred (sold/leased/rented) or upon death of the last surviving borrower/homeowner. To qualify, homeowners must: 1) own or be buying their home; 2) have adequate collateral to secure the loan; 3) live within the defined geographical area and 4) meet income guidelines. Construction is closely monitored to ensure quality work and adherence to contract specifications and requirements.

Currently GEODC has a revolving loan fund for Morrow County with a balance of \$94,968.67 and another revolving loan fund for the City of Heppner for \$36,786.51.

HUD requires a Site Specific Environmental Review to be done on each home that is going to be rehabilitated. GEODC performs the review and completes the document, however, it must be signed by an elected official for the program funds. Previously, that was Judge Terry Tallman.

The repairs for the home located at 250 Tumbleweed drive consists of:

- A new heating system
- flooring in the living area
- repair lock on sliding glass door
- window in living needs replaced
- dryer vent needs connected to outside

If there is not enough funds to cover all the needed repairs, health & safety is addressed first and then the homeowner will have to choose the projects that are high priority to her.

Project cannot proceed prior to City Pendleton notification that environmental review is complete (ROF issued by OBBD-IFA and the site specific review has been signed by the Responsible Entity's Certifying Officer).

Building Address: 250 NW Tumbleweek Blvd
Irrigon, OR
Market Value of House: \$12,470
Estimated Cost of Rehabilitation: \$6,235

Rehabilitation will expand footprint of house: Yes No

HISTORIC PRESERVATION

1. The unit is less than 49 years old and does not include ground disturbance
 - Yes: STOP here. The Section 106 Historic Preservation review is complete.
 - Provide documentation to show the age of the building and confirmation that there is no ground disturbance. City determines no historic properties affected.
 - No: PROCEED to #2
2. Consult the State Historic Preservation Officer (SHPO) to determine if project is on or eligible for the National Historic Register. Notify City of ground disturbance and City will contact Tribes. Check determination
 - No Historic Properties Affected
 - Provide letter documenting concurrence of determination from SHPO
 - Provide documentation indicating Tribe was contacted and response or documentation showing that there is no ground disturbance
 - No Historic Properties Adversely Affected
 - Provide letter documenting concurrence of determination from SHPO
 - Provide conditions that will be placed on projectCondition(s):
 - Adverse Effect on Historic Properties (City will make determination with SHPO)
 - Provide letter documenting concurrence of determination from SHPO
 - Provide Memorandum of AgreementCondition(s):

NOISE:

1. Is the project located within 1,000 feet of a busy road or highway, 3,000 feet of a railroad, or 15 miles of a civil airport or military airfield? Are there any other potential noise sources in the project vicinity that could produce a noise level above HUD’s acceptable range, including but not limited to concert halls, night clubs, event facilities, et cetera?

No: STOP here. Maintain a map identifying distances from roads, railroads and airports and your project. Record your determination. You do not need to calculate a specific noise level.

Yes: PROCEED to #2

2. Determine the actions to take based on the project and HUD Acceptability Standards. For Modernization projects a noise calculation is not required. HUD or RE determines need based on their evaluation of project. Proceed to 3 below.

HUD General Acceptability Standards	
HUD determination	Day night average sound level in decibels (dB)
Acceptable	Not exceeding 65 dB
Normally Unacceptable	Above 65 dB but not exceeding 75dB
Unacceptable	Above 75 dB +

3. Is the Day-Night average sound level above an acceptable level (based on noise calculation or your analysis of the site using maps or a site visit)?

Yes. Encourage noise attenuation features in alterations. Record your determination in the ERR. Identify how you are encouraging noise attenuation

No. Record your determination in the ERR

TOXIC / HAZARDOUS / RADIOACTIVE MATERIALS, CONTAMINATION, CHEMICALS OR GASES (24 CFR 58.5(l)(2):

1. Is the property free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants? (Special consideration should be given to properties that are located near toxic or solid waste landfill sites, underground storage tanks, or other areas known to contain toxic, hazardous, or radioactive substances.).

Yes. Stop here.

Provide documentation to evidence determination including inspection reports, pictures, and information from www.epa.gov/enviro/ or similar sites.

No. However the project will be conditioned on measures to mitigate the adverse environmental condition (e.g. shielding, removing or encapsulating the toxic substances) according to the requirements of the appropriate Federal, state or local oversight agency.

Provide documentation to show mitigation will address adverse environmental condition.

Provide condition(s) that will be placed on project:

Condition(s):

No. Project cannot be mitigated. PROJECT MUST BE REJECTED.

FLOOD INSURANCE

Is the project located in a FEMA designated floodway? (Repairs can be funded in floodplains, just not in floodways.) You can obtain FEMA FIRM (Flood Insurance Rate Maps) at <http://www.fema.gov/>

Yes. Stop here. Federal financial assistance cannot be used in a floodway. Project activity is not eligible.

No. Provide FIRM map and FIRM map panel number.

41049CO050D

Continue

Is the project located in a FEMA designated 100 year floodplain? Visit this site for FIRM Maps: <http://www.fema.gov/>

Yes. Project will have to maintain flood insurance on the property

Provide FIRM map and FIRM map panel number.

Type FIRM map and FIRM map panel number here

Attach copy of flood insurance declaration or condition project

Determination:

This project does not require any mitigation for compliance with any statutes or authorities. This project may now be initiated; OR

Approval of this project is conditioned on the following mitigation measures: These conditions must be included in project contracts or other legally binding documents. The project may be initiated subject to compliance with the conditions:

Conditions:

The project does not comply with the following policy and will not be funded:

Certifying Officer Signature:

Certifying Officer Name, Title:

Date:

National Flood Hazard Layer FIRMette



45°53'58.84"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | |
|-----------------------------|--|
| SPECIAL FLOOD HAZARD AREAS | Without Base Flood Elevation (BFE)
Zone A, V, A99
With BFE or Depth
Zone AE, A9, AH, V5, AR
Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone
Future Conditions 1% Annual Chance Flood Hazard
Zone X
Area with Reduced Flood Risk due to Levee. See Notes.
Zone X
Area with Flood Risk due to Levee
Zone C |
| OTHER AREAS | NO SCREEN
Area of Minimal Flood Hazard
Zone X
Effective LOMRs
Area of Undetermined Flood Hazard
Zone |
| GENERAL STRUCTURES | Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall |
| OTHER FEATURES | 20.2
Cross Sections with 1% Annual Chance Water Surface Elevation
17.5
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature |
| MAP PANELS | Digital Data Available
No Digital Data Available
Unmapped |



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/12/2019 at 8:14:43 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

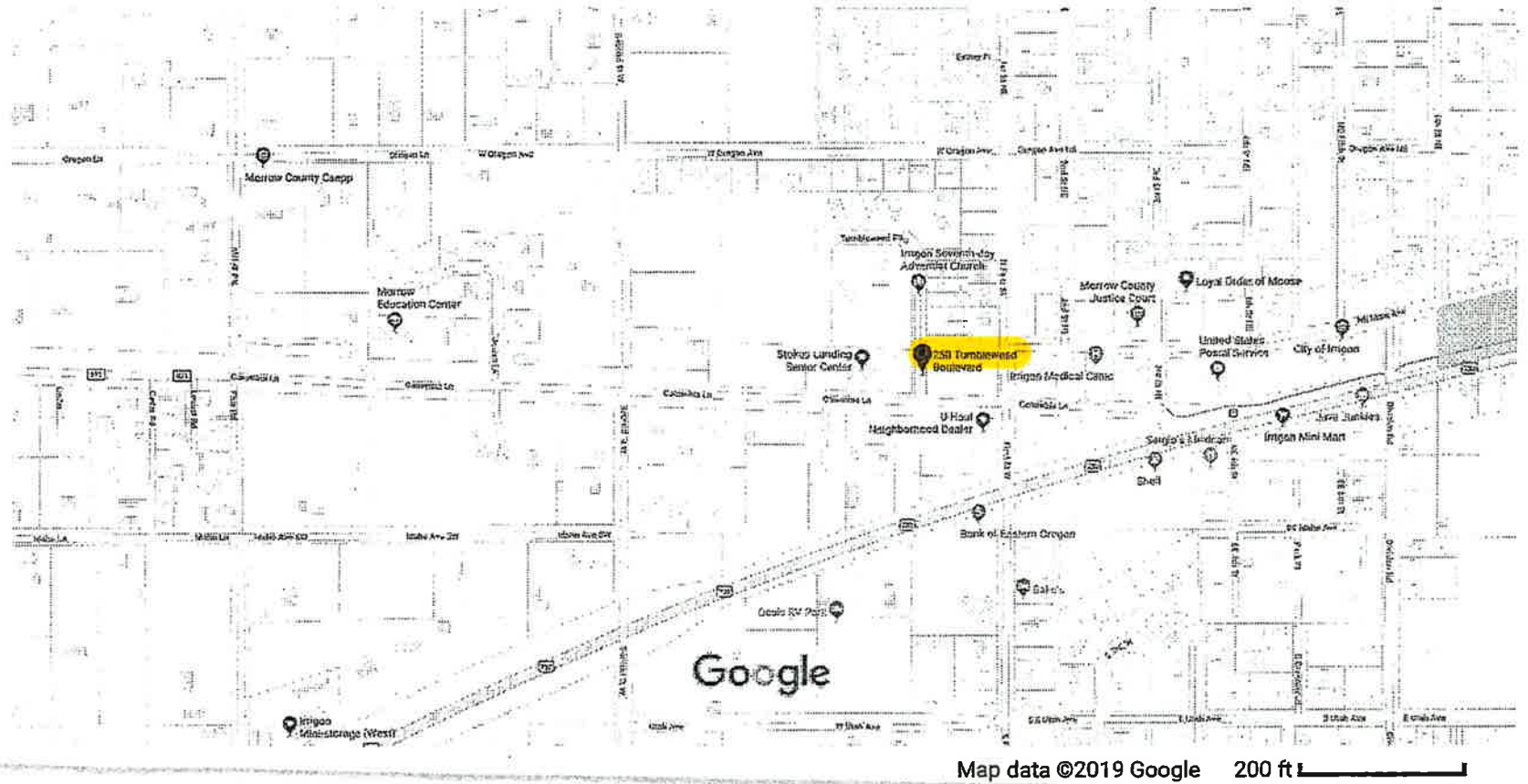
0 250 500 1,000 1,500 2,000 Feet 1:6,000

45°53'33.80"W

119°29'44.88"W

USGS The National Map: Orthoimagery. Data refreshed April, 2019.

Google Maps 250 Tumbleweed Blvd



250 Tumbleweed Blvd

Irrigon, OR 97844











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

(For BOC Use)
Item #
60

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

Presenter at BOC: Department: Juvenile Short Title of Agenda Item: Juvenile Crime Prevention Funds
Phone Number (Ext): Requested Agenda Date: July 24, 2019
(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: Youth Development Council
Contractor/Entity Address:
Effective Dates - From: 7/1/2019 Through: 6/30/2021
Total Contract Amount: \$60,000 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Morrow County is the only county that does not utilize Juvenile Crime Prevention funds. These funds are used to help reduce recidivism and for crime prevention. The funds would not be used to fund FTE.

Please see attached document for additional information.

2. FISCAL IMPACT:

If awarded the grant, we would receive \$60,000.00 over the biennium. The grant funds from the Youth Development Council would be used to reduce recidivism and crime prevention.

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

Approval from the Board of Commissioners to move forward in the process of acquiring Juvenile Crime Prevention Funds.

Attach additional background documentation as needed.

Juvenile Crime Prevention Fund Information

History:

Juvenile Crime Prevention (JCP) funds began in 1999 as a result of increased juvenile crime of the 1990's. The funds are distributed by the Youth Development Council that also supplies are Basic funds. Morrow County received the JCP (Juvenile Crime Prevention) grant funds until the 2011-2013 Biennium. The department decided to not participate any longer due to the increased requirements and the reduction in funding. At the time the funds were used to support a full time position.

The program has been revamped again and funding increased. The process to obtain the funding is not as intense as during the 2011-2013 biennium. The current biennium is \$60,000 or \$30,000 a year.

Morrow County is currently the only county in Oregon that does not participate in the JCP funds. These funds are for counties to help reduce recidivism and crime prevention. Each county uses the funds differently in a way that best meets their county needs.

Examples:

Jefferson county: Detention costs

Hood River: help fund a probation officer

Sherman: After school tutoring program and in-school mental health counselor

Wallowa: Supplement staff funding and summer work program for kids

Ideas for how to utilize the JCP funds in Morrow County:

Either access to MEC for south county youth or south end alternative school

- Currently 6 to 8 youth in South end that could benefit from access to MEC
- Potential to use Loop if a driver can be found

Alcohol and drug free organized after school activities

Youth mentoring program

Process

Currently we are asking for the Board of Commissioners to decide if they feel that Morrow County could benefit from the JCP funds and if so start the process to get the contract signed.

The next step is to present the JCP grant to LLPSC, to have them decide how the funds would be best utilized in Morrow County. After a plan is approved by LLPSC, the Juvenile department would create a budget and proposal to send to the Youth Development Council for approval.

The Youth Development Council is requesting that the contract be submitted by the end of August.



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

(For BOC Use)
 Item #
62

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

Staff Contact: Sheree Smith Phone Number (Ext): 5212
 Department: Health Requested Agenda Date: 07/24/19
 Short Title of Agenda Item: **Nurse Family Partnership Agreements with Umatilla Co Health Dept**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Umatilla County Health Dept**
 Contractor/Entity Address: **216 SE 4th Street, Pendleton, Or 97801**
 Effective Dates – From: **07/01/18 (IGA), 07/01/19 (BAA)** Through: **06/30/22**
 Total Contract Amount: **N/A** Budget Line:
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

<u>Sheree Smith</u>	<u>07/18/19</u> DATE	Department Head	Required for all BOC meetings
<u>Darrell Green per email</u>	<u>07/18/19</u> DATE	Admin. Officer/BOC Office	Required for all BOC meetings
<u>Justin Nelson email</u>	<u>7-10-19</u> DATE	County Counsel	*Required for all legal documents
<u>Kate Knop</u>	 DATE	Finance Office	*Required for all contracts; other items as appropriate.
 	 DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow and Umatilla Counties were awarded Maternal Infant Early Childhood Home Visitation (MIECHV) grant funding as a collaborative partnership to offer Nurse Family Partnership (NFP) home visiting services within the two counties; originally awarded and implemented in 2012. NFP services have continued to be funded per MIECHV renewal grants up to and including the current timeframe. Although there have been previous IGAs signed between the two counties for the provision of NFP services, each had a one year time limit and at some point the agreements were not renewed. Therefore we do not have a current agreement in place. This is also the first Business Associate Agreement (BAA) to be implemented with Umatilla County Health Dept.

The BAA would term at the same time as the NFP IGA (06/30/22):

4.1 Term. "This agreement shall become effective...shall have a term that shall run concurrently with that of the last expiration date or termination of the Underlying Agreements(s)."

2. FISCAL IMPACT:

The only funds exchanged at this time between the two counties in connection with the provision of NFP are reimbursement of training costs to Morrow County for attendance of staff at NFP required trainings. No will be no other fiscal impact or change in the level of staff FTE.

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

Following review per county counsel, the BOC to review, approve and sign the IGA and BAA agreement documents to then be returned to Umatilla County for full execution.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
Nurse Family Partnership
between the
UMATILLA COUNTY HEALTH DEPARTMENT and
MORROW COUNTY HEALTH DEPARTMENT

PURPOSE

The purpose of this agreement is to formalize the partnership between the Umatilla County Health Department (UCHD) and Morrow County Health Department (MCHD) in implementing the Nurse-Family Partnership Program (NFP). It is understood that, MCHD will hire and employ a 0.5 FTE Nurse Home Visitor (NHV) to be supervised by UCHD Maternal Child Health Program Manager to provide NFP home visiting services throughout Morrow and Umatilla Counties.

The UCHD's mission is to promote, preserve and protect the health of the community. The MCHD's mission is to work for a healthier Morrow County by providing professional and confidential public health services, resources, and information. Through evidence-based practice, policy development, and implementation, they encourage and empower individuals to make healthy life choices.

ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

This agreement is hereby made and entered into between the UCHD and MCHD hereafter referred to as "parties." The purpose of this document is to serve as a specific agreement between the two parties in their work together through a cooperative agreement with Nurse-Family Partnership, a Colorado nonprofit corporation, including roles, responsibilities, and expectations.

This agreement is entered into voluntarily by the parties.

AGREEMENT

The parties agree to communicate, coordinate, and collaborate on services and/or activities related to the development and implementation of the NFP and Maternal Child Health programs.

- MCHD is to
 - Hire and retain qualified NHV and provide support in accordance with Appendix A
- UCHD is to:
 - Provide supervision and support as in accordance with Appendix A.

OBJECTIVES

The Parties understand and agree that Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

HOLD HARMLESS

Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.

TERM

This agreement shall be effective July 1, 2018, and will terminate on June 30, 2022. This agreement may be terminated by either party upon thirty (30) days' written notice to the other party.

NON-APPROPRIATION

Funding for this agreement is on a fiscal year basis and is subject to annual appropriation of funds.

MORROW COUNTY

Name: Jim Doherty

Title: Chair, Board of Commissioners

Signature: _____

Date:

UMATILLA COUNTY

Name: George L. Murdock

Title: Chair, Board of Commissioners

Signature: _____

Date:



APPENDIX A

Task	Roles			
	Admin M	Admin U	NFP Sup.	PHN
Communication				
Quarterly Admin/Supervisor meeting in person	X	X	X	
Weekly Nurse/Administrative Assistant Updates			X	X
Community "face" of NFP--answer community questions, network with other home visiting programs			X	
Data	Admin M	Admin U	NFP Sup.	PHN
Generate Monthly, Quarterly, Annual MIECHV Report			X	
Generate Supervisor ETO Reports on monthly basis and utilize in nurse practice improvement			X	
Provide program-wide reports as requested based on ETO data			X	
Review of Quarterly Data Reports (MIECHV, ETO)	X	X	X	
Fidelity	Admin M	Admin U	NFP Sup.	PHN
Policies and procedures- County internal policies pertinent to position	x	x	x	
CAB meetings – Meeting announcements, agenda, coordination of time and place, facilitation			x	
Joint Observation Visits- Nurse Supervisor joins NFP nurse on HV quarterly and as needed			x	x
NFP Fidelity measures – model elements			x	x
NFP incentives--deciding what to utilize			x	
NFP Orientation-developing timeline and staff support			x	
Program Assurances			x	
Quality assurance with NFP tools			x	
Reflective Practice Support- weekly between Sup and PHN			x	x
Developing charting rubrics and training staff			x	
Connection to a supportive team			x	x
Team meetings/Case Conferencing- held 2x month			x	x

Productivity	Admin M	Admin U	NFP Sup.	PHN
Caseload and Productivity, QA: Productivity and caseload report is run monthly and reviewed with PHN; the report is reported out to Admin. quarterly	x	x	x	x
Notification for sick leave/vacation/other leaves: PHN reports to NFP supervisor and local county contact	x	x	x	x
Referral System: -each county is responsible to build their internal and external system of referrals into the program	x	x	x	x
Triage and Enrollment: -NFP Supervisor will determine a system for triaging referrals and assigning cases -PHN will enroll assigned cases			x	x
Employee Evaluations: each county is responsible for evaluating their own staff by whatever internal process is the norm; Supervisor will provide input	x	x	x	x
Providing Administrative Staff to Support PHN/NFP Sup(ETO, MIECHV, ORCHIDS data entry)—0.5 FTE is provided by Umatilla County for PHN and NFP Supervisor support; that position is supervised by the NFP supervisor	x	x	x	
Billing—Each county is responsible for billing their own clients. In both counties, the PHN determines which visits will be billed and fills out the correct forms, to submit to the designated billing personnel. The NFP Supervisor assists PHNs to bill with fidelity.			X	X
Chart Audits Quarterly			X	X
Sustainability	Admin M	Admin U	NFP Sup.	PHN
Advocate for Funding/Resources for NFP in your local community and in the State	x	x	x	
CAB - Recruit and retain membership from each county; meetings should be held quarterly; NFP Supervisor represents	x	x	x	
Outreach in community (Marketing program) Goal: to assist in making NFP highly visible and valued program in the agency and community. Each role is to network with their circle of influence to represent the program once having received training in Denver.	x	x	x	x

Personnel Management	Admin M	Admin U	NFP Sup	PHN
Attainment/Recruitment/Hire: Each admin follows internal policy; NFP Supervisor will review candidate applications, and participate in interviewing, hiring process for PHN openings; These are collaborative efforts.	X	X	X	
Discipline/Probation/Dismissal: Each admin follows internal policy; NFP Supervisor will approach the correct admin to inform and seek/provide support; HR will be involved as needed. These processes will occur with collaboration as well.	x	X	x	x
Employee Evaluations: each county is responsible for evaluating their own staff by whatever internal process is the norm; Supervisor will provide input	x	x	x	x
Notification for sick leave/vacation/other leaves: PHN reports to NFP supervisor and local county contact.	x	x	x	x
Union Communication: Each admin follows internal county policy; NFP Supervisor will contribute as needed.	X	X		
Financials To Take Effect July 1st, 2018				
Umatilla to Invoice Morrow Quarterly	Umatilla County		Morrow County	
*Salary and Benefits *Phone *Computer *Office Space and access to office supplies *Car Maintance, gas, repair	Each County Pays for Associated Costs with their NHVs			
*Billing Process Creation/billing county match--each county bills separately and funds return to that county	X		X	
*Trainings (fees, lodging, transit, per-diem)	X (repaid by grant)			
*Charting forms, binders, photocopies, etc.	X (repaid by grant)			
*Admin Assistant Support for creating charting packets	X (repaid by grant)			
*Admin Assistant for ETO/MIECHV/ORCHIDS data entry	X (repaid by grant)			
*Client Incentives	X (repaid by grant)			

Shared Expenses (proposed cost split)	Umatilla %	Morrow %
NSO Annual Fee**	100 % (reimbursed by MIECHV)	
Supervisor Salary/Benefits (0.5 FTE)	100 % (reimbursed by MIECHV)	
Travel Expenses (fees, lodging, transit, per-diem) for Supervisor training, community of practice, etc.	100 % (reimbursed by MIECHV)	Morrow will be reimbursed for the cost of travel related to preapproved, NFP required training. Preapproval for training related costs is given by Umatilla County Supervisor and/or Administrator. Morrow will submit for reimbursement via an invoice sent to Umatilla County.
Admin Support to NFP Supervisor 2hrs/week	100 % (reimbursed by MIECHV)	

MORROW AGREEMENT
Business Associate Agreement
Nurse Family Partnership

Umatilla County Health Department (“UCHD”) and Morrow County Health Department (“MCHD”) enter into this Agreement, effective July 1, 2019 (“Effective Date”), whereby agree to the exchange of information for mutual clients and services.

1. **Effect.** This Agreement supplements, modifies and amends any and all agreements, whether oral or written, currently in existence or which are entered into before the expiration or termination of this Agreement, between the parties involving the disclosure of PHI between the parties, or the creation or receipt of PHI by either party on behalf of the other (the “Underlying Agreement(s)”). The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in any Underlying Agreement(s) between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limiting the foregoing, any limitation or exclusion of damages provisions in the Underlying Agreement(s) shall not be applicable to this Agreement.

2. **Amendment.** MCHD and UCHD agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy and Security Rules or other laws or regulations. The parties agree that each will fully comply with the Privacy and Security Rules and that it will agree to amend this Agreement to incorporate any material required by the Rules.

3. OBLIGATIONS OF PARTIES

3.1 Use and Disclosure of Protected Health Information. Both parties may use and disclose PHI only as required to satisfy its obligations under the Underlying Agreement(s), as permitted herein, or required by law, but shall not otherwise use or disclose any PHI. Each party shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, use or disclose PHI received under the Underlying Agreement(s) in any manner that would constitute a violation of the Privacy Rule if so used or disclosed by the other party, except that a party may use or disclose PHI (i) for the party’s proper management and administrative services, (ii) to carry out the legal responsibilities of the party or (iii) to provide data aggregation services relating to the health care operations of the party if required under the Underlying Agreement(s). Each party hereby acknowledges that, as between them, all PHI shall be and remain the sole property of the original party, including any and all forms thereof developed by the other party in the course of its fulfillment of its obligations pursuant to this Agreement. Each party further represents that, to the extent it requests that the other party to disclose PHI, such a request is only for the PHI minimally necessary for the accomplishment of the party’s purpose. A party may disclose PHI to other contractors of the consenting party identified in writing by that party, or use PHI from other contractor of the consenting party identified in writing by that party, in connection with services rendered pursuant to the Underlying Agreement.

Furthermore, each party:

- (a) Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 142, 160, 162, and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;
- (b) Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2.

3.2 Safeguards Against Misuse of Information. Each party agrees that it will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Each party further warrants that it shall implement as of the Effective Date, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Electronic PHI that it creates, receives, maintains or transmits on behalf of the other party.

3.3 Compliance Security Rule and Privacy Rule Use and Disclosure Provisions. Each party agrees to comply with the HIPAA Security Rule (45 CFR 164.302 through 164.318) and the use and disclosure provisions of the HIPAA Privacy Rule (45 CFR 162.502, 162.504).

3.4 Reporting of Disclosures of Protected Health Information. Each party shall, within five (5) business days of becoming aware of any use or disclosure of PHI in violation of this Agreement by that party, its officers, directors, employees, contractors or agents or by a third party to which that party disclosed PHI pursuant to Section 3.6 of this Agreement, report any such disclosure to the other party. Each party shall further immediately report to the other party any Security Incident of which it becomes aware. Each party shall provide in such notice the remedial or other actions undertaken to correct the unauthorized Use or Disclosure. Each party shall mitigate, to the extent practicable, any harmful effect that is known to that party of a Use or Disclosure of PHI by that party in violation of the requirements of this Agreement.

3.5 Breach of Unsecured Protected Health Information. In the event of a Breach of Unsecured PHI, each party understands that party is required by law to provide to the other party a report including the identification of each individual whose unsecured PHI has been, or is reasonably believed by the party to have been, accessed, acquired, or disclosed during such breach, contact information, nature/cause of the Breach, PHI Breached and the date or period of time during which the Breach occurred. Each party understands that such a report must be provided to the other party within five (5) business days from the date of the Breach or the date the Breach should have been known to have occurred. Each party shall provide the other party with a brief description of how the Breach happened, including the dates of the Breach and of the discovery of the Breach; a description of the Unsecured PHI acquired, accessed, used or disclosed by the Breach; and any steps Individuals should take to protect themselves from

potential harm resulting from the Breach; Upon report of a Breach, the party will be responsible for notifying affected individuals, unless otherwise agreed in writing by the parties that the party is to notify the affected Individuals. Each party is responsible for any and all costs related to notification of Individuals or next of kin (if the Individual is deceased) of any Breach of Unsecured PHI.

3.6 Agreements with Third Parties. Each party shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to PHI, which is received from, or created or received by the party on behalf of the other party, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply pursuant to this Agreement with respect to such PHI.

3.7 Access to Information. Within five (5) days of a request by a party for access to PHI about an individual contained in a Designated Record Set, the other party shall make available such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from a party, that party shall within two (2) days forward such request to the other originating party. Any denials of access to the PHI requested shall be the responsibility of the originating party. If PHI is used or maintained in an Electronic Health Record (“EHR”), copies of PHI will be provided in electronic format if requested in writing by the subject individual. PHI maintained in an EHR may be transmitted electronically to the subject individual or another person designated by the subject individual if the patient’s written request and direction to do so is sufficiently clear, conspicuous, and specific. The fee for providing an electronic copy of PHI may not be greater than the actual labor costs of responding to the request for such copy. A party must also provide Oregon Health Plan members with access to their own PHI, maintained in a designated record set, as required under 45 C.F.R. 164.524.

3.8 Availability of Protected Health Information for Amendment. Within ten (10) days of receipt of a request from a party for the amendment of an individual’s PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the other party shall provide such information for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

3.9 Accounting of Disclosures. Within ten (10) days of notice by either party that it has received a request for an accounting of disclosures of PHI, the other party shall make available such information as is in its possession and that is required for the requesting party to make the accounting required by 45 C.F.R. §164.528. At a minimum, the party shall provide the requesting party with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to one party, that party shall within two (2) days forward such request to the other party. Each party hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.10 Availability of Books and Records. Each party hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by that party on behalf of the other party, available to the Secretary for purposes of determining the parties' compliance with the Privacy Rule.

3.11 Indemnification. To the extent allowed and limited by Oregon law, each party hereby agrees to indemnify and hold the other party harmless from and against any and all liability and costs, including attorneys' fees, created by a breach of this Agreement by that party, its agents or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Underlying Agreement(s).

3.12 Insurance. Each party shall obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy or Security Rule or any applicable state law or regulation concerning the privacy or security of patient information and claims based on its obligations pursuant to this Agreement in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name the other party as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided upon written request.

3.13 Notice of Request for Data. Each party agrees to notify the other party within five (5) business days of the party's receipt of any request or subpoena for PHI. To the extent that the notified party decides to assume responsibility for challenging the validity of such request, the notifying party agrees to cooperate fully with the other party in such challenge.

3.14 Costs. Except as otherwise provided in this Agreement, each party agrees to pay the reasonable costs of producing or copying documents or records as called for by this Agreement.

3.15 Prohibition Against Sale of PHI. Either party will not directly or indirectly accept remuneration or payment in exchange for PHI unless that party first obtains a valid authorization that specifically authorizes the further exchange of PHI for remuneration by that party. The prohibition against the sale of PHI does not apply to exchanges for the following purposes:

- (a) Public health activities, as defined and limited by the Secretary;
- (b) Research, but only if the remuneration is limited to the costs of preparing and transmitting data for that purpose;
- (c) Treatment of the individual, subject to any restriction promulgated by the Secretary on inappropriate access, use or disclosure of PHI;
- (d) Health care operations associated with the sale, transfer, merger or consolidation of all or part of UCHD;
- (e) Services rendered pursuant to a MCHD agreement or arrangement;
- (f) Copying or labor costs approved by the Secretary; and

(g) Any other purpose approved by the Secretary;

3.16 Minimum Necessity. Uses and disclosures of PHI must be restricted to a Limited Data Set to the extent practicable, and otherwise limited to the minimum necessary to the purpose of the use or disclosure.

3.17 Legal Process. If a party receives a subpoena, a civil, criminal, or administrative demand, or other legal process seeks production of or access to PHI created or received for or from the other party, the receiving party will promptly notify the other party of receipt of such legal process, but in no event in less than 2-days or the day before such process is effective, whichever comes first. The receiving party will respond to such legal process in a manner consistent with its legal obligations and its ethical responsibilities, if any, to the other party.

3.18 Restrictions. In the event a request for restrictions on disclosure of PHI or confidential means of communication is made directly to either party by an Individual, that party will forward such request promptly to the other party, but in no event in less than 5-days, and will take no direct action on the request. If the other party determines it will agree to such request, then the requesting party will observe such restrictions or means of communication as directed by the other party. The requesting party will not release to a health insurer or health plan information related to care provided to an Individual solely on a self-paid basis without first confirming with the other party that the Individual has not requested that no such disclosure take place.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Underlying Agreement(s).

4.2 Termination upon Breach of Provisions Applicable to Protected Health Information. Any other provision of the Underlying Agreement(s) notwithstanding, this Agreement and the Underlying Agreement(s) may be terminated by the a party upon five (5) days written notice to the other party in the event that the other party breaches any provision contained in this Agreement and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of this Agreement and the Underlying Agreement(s) is not feasible, the party shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement or any Underlying Agreement(s) to the contrary.

4.3 Return or Destruction of Protected Health Information upon Termination. Upon termination of this Agreement, a party shall either return or destroy all PHI received from the other party or created and which the other party still maintains in any form. Notwithstanding the foregoing, to the extent that the party agrees that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

5. Miscellaneous

5.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

5.2 Construction. Any ambiguity in this Agreement, or as between this Agreement and the Underlying Agreement, is to be resolved so as to permit the parties to comply with HIPAA or HITECH and the rules or guidance promulgated thereunder. This Agreement controls in case of a conflict between this Agreement and the Underlying Agreement(s).

5.3 No Third-party Beneficiary. The parties enter into this Agreement for the sole purpose of maintaining the relationship embodied in the Underlying Agreement and compliance with the Privacy Rule and Security Rule. MCHD and UCHD do not intend by this Agreement or the Underlying Agreement to benefit any third-party, including without limitation any Individual who is a subject of PHI governed by this Agreement.

5.4 Notices. All notices required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by facsimile transmission (as evidenced by confirmation of successful transmission), or by registered or certified mail, postage prepaid, addressed to the party as follows. As to mailed notices, they are considered effective on the third day after deposit in the U.S. Mail.

If to UCHD: Umatilla County 216 SE 4 th Street Pendleton OR 97801	If to MCHD: Morrow County Health Dept. PO Box 799 Heppner, OR 97386
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5.5 No Agency Relationship. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that it is an agent of the other party.

6. DEFINITIONS

6.1 General Rule. Terms used and capitalized, but not otherwise defined, in this Agreement have the same meaning as is given to those terms by the Privacy Rule or Security Rule, or guidance issued by the Office of the Secretary, Department of Health and Human Services.

6.2 Privacy Rule. "Privacy Rule" means the standards and implementation specifications for protecting the privacy of individually identifiable health information at 45 C.F.R. Part 160 and Part 164, Subparts (A) and (E), which implement certain provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), and the privacy

provisions of the Health Information and Technology for Economic and Clinical Health Act (“HITECH”), Pub. L. No. 111-5, Title XIII, and the Rule and guidance promulgated thereunder.

6.3 PHI and EPHI. “Protected Health Information” (“PHI”) means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that a party receives from the other party or that it creates or receives on behalf of the other party for the purpose of performing the services under this Agreement, and “Electronic Protected Health Information” (“EPHI”) has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited however to the information created or received from or on behalf of the other party. In this Agreement PHI and EPHI are collectively referred to as PHI.

6.4 Security Incident. “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304, and refers to an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations..

6.5 Security Rule. “Security Rule” means the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts (A) and (C), and the security provisions of HITECH, and the Rule and guidance promulgated thereunder.

6.6 Underlying Agreement. . “Underlying Agreement” means the agreement or agreements forming the business relationship between MCHD and UCHD and under which a party creates, receives, maintains, uses or discloses PHI for the other party.

6.7 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501, and refers to PHI used in making decisions regarding an Individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (g) information compiled in reasonable anticipation of litigation or administrative action; (h) employment records; (i) student records; (j) source data interpreted or summarized in the individual’s medical record; *e.g.*, pathology slide or diagnostic film.

6.8 Covered Entities. “Covered Entities” has the same meaning as “Covered Entities” in 45 C.F.R. § 160.103, and refers to healthcare covered entities, healthcare insurers, healthcare clearinghouses, and certain Medicare Part D sponsors.

6.9 Individual. “Individual” has the same meaning as “Individual” in 45 C.F.R. § 160.103, and refers to a person who is the subject of PHI.

6.10 Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. For purpose of this definition, “compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational, or other harm to the individual. A use or disclosure of PHI that does not

include the identifiers listed at §164.514(e)(2), limited data set, date of birth, and zip code does not compromise the security or privacy of the PHI. Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of UCHD or MCHD if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at UCHD or MCHD to another person authorized to access PHI, or organized health care arrangement in which a party participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
- (c) A disclosure of PHI where UCHD or MCHD has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

6.12 “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services.

6.13 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L.111-5 on the HHS website. Unsecured Protected Health Information does not include:

- (a) Electronic PHI that has been encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard.
- (b) Data at rest (*i.e.*, data that resides in databases, file systems and other structured storage systems) maintained under valid encryption processes consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
- (c) Data in motion (*i.e.*, data that is moving through a network, including wireless transmission) maintained under valid encryption processes that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to

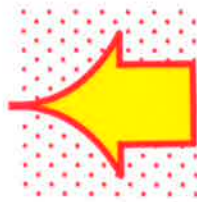
SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.

(d) The media on which the PHI is stored or recorded has been destroyed in the following ways:

(i) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(ii) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publications 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, IT IS AGREED:



Umatilla: Umatilla County By: _____ Its: Chair, Board of Commissioners	Morrow: Morrow County By: _____ Its: Chair, Board of Commissioners
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**Morrow County Health Dept.
Quarterly Update
07/24/19**

Communicable Disease

Lots of Enteric (intestinal type illness) cases:

- Salmonella (2); E-Coli O157 (2); Campylobacteriosis (3), plus misc STD cases
- West Nile Virus (WNV) – July 8th, Mosquito surveillance pools testing positive 4 of 39
- Minimum Infection Rate (MIR) of 3.46 overall, compared with MIR exclusive to the UNWR at 7.11.
- Compare this value to the MIR scale with “0” representing “No Activity” and a value of “4” being “High Level of Activity”.
- North Vector Control District requested and was provided a Letter of Support from the Health Dept, advocating for approval to increase surveillance and control of the Mosquito population on the Umatilla National Wildlife Refuge.

Public Health Emergency Preparedness (PHEP)

Hosted Public Meeting June 27th coordinated by Morrow Co PHEP Coordinator (Shelley Wight), reaching out to agencies and departments to bring a variety of expertise

- Purpose: to address recent community concerns (Blue/Green Algae, recent flooding, etc.), raised regarding Willow Creek Dam
- Presentations addressed the history of Willow Creek Dam, inspections and dam safety, operations and maintenance, water quality, water management, flood control and recreation with time allocated for Q and A.
- Officials in attendance included US Army Corp of Engineers, Oregon Health Authority, University of Idaho, and many local community agency partners.
- David Sykes attended and followed up with an article in the Heppner Gazette
- MCHD received excellent feedback from the community regarding Blue/Green Algae, and follow-up from one attendee experiencing personal property erosion due to high water levels, who received help/guidance to available resources.

Public Health Modernization Funding

Total investment from the Oregon Legislature for 2019 – 2021 biennium Public Health Modernization is 15 million. The additional investment will increase communicable disease prevention and response activities, support efforts to improve health equity, increase emergency preparedness planning, and help develop tribal modernization plans. Conference of Local Health Officials (CLHO) are all in agreement that the first \$5 Million will support the continuation of the Modernization work implemented in the last Biennium and are currently in the process of collaboratively deciding how best to implement the additional funding to further the work of Modernization.

Eastern Oregon Modernization Collaborative (EOMC)

Modernization funding will continue to support Communicable Disease work, including prevention, response and training activities.

Public Health staff participated in the Bay Area Regional Health Inequities Initiative (BARHII) survey, to provide insights into the workforce and organizational strengths in

addition to identification of areas in need of improvement. Morrow County was awarded \$1,357.14 from the EOMC to address Morrow County specific BARHII survey results in FY 2020. Funds will be utilized to identify areas in need of improvement including Health Equity and Cultural Diversity awareness and provide training in FY 2020.

-Data Dashboard VMSG has been purchased per the EOMC. Public Health staff will first view tutorials on line, followed by on-site training with Live set-up of the system.

Immunization

- Continue to offer off site vaccination clinics, CARE Team taking vaccines into the schools and attending School Registration events when available.
- Flu vaccination clinics will begin in Sept.
- Staff will be attending an Immunization Conf in Portland during the week of Fair providing in depth training regarding Vaccine Preventable Diseases
- Planning to begin providing vaccinations starting this fall, onsite at the Irrigon Medical clinic, once or twice/month.

Reproductive Health may be affected by OSBN Decision

- Awaiting Oregon State Board of Nursing (OSBN) decision regarding the use of Standing Orders. The question has been raised regarding if current practice represents activity beyond the Scope of Nursing Practice for RNs.

Tobacco Education Prevention Program (TPEP)

Tobacco program budget has been cut, and the funding allocation process has been changed to a Tier funded process. CLHO approved the new format on July 18th. Each county will continue to be eligible for funding through a non-competitive RFP process and will “self- select” the level (Tier) of service which best fits current work and support within their county. In the interim, “Bridge funding” has been allocated for the first quarter of FY 2020 (July to Sept). Interim TPEP work is being provided per Shelley Wight (added to CD and Emerg Prep duties), to fulfill minimum requirements and maintain funding. To that end, she has also joined the County Wellness Committee.

Triennial Review throughout the month of August

Reviews have been scheduled in coordination with the Umatilla County Triennial review. All reviews will take place throughout the month of August with the exception of the Fiscal review scheduled for today, July 24th, due to State staff vacation.

County Health Rankings

Report recently released - Morrow County ranked #9 in the State.

- Copy of report included with a few areas of interest highlighted

Staffing Levels

Current Vacancies (2)

- RN – CARE/Health Educator – No applicants; believe wage is a key component
- Part-Time Translator

New Hire

- Office Assistant – Bilingual – Juana Meraz; First day of work 7/23/19

Morrow (MO)
2019 Rankings

County Demographics

	County	State
Population	11,166	4,142,776
% below 18 years of age	27.2%	21.1%
% 65 and older	16.1%	17.1%
% Non-Hispanic African American	0.6%	1.9%
% American Indian and Alaskan Native	2.4%	1.8%
% Asian	0.7%	4.7%
% Native Hawaiian/Other Pacific Islander	0.3%	0.4%
% Hispanic	36.2%	13.1%
% Non-Hispanic white	59.4%	75.8%
% not proficient in English	10%	3%
% Females	48.7%	50.4%
% Rural	45.9%	19.0%

	Morrow County	Error Margin	Top U.S. Performers ^	Oregon	Rank (of 35)
Health Outcomes					
Length of Life					9
Premature death	6,000	4,300-7,700	5,400	6,000	7
Quality of Life					18
Poor or fair health **	17%	17-18%	12%	16%	
Poor physical health days **	3.8	3.7-4.0	3.0	3.8	
Poor mental health days **	4.1	4.0-4.3	3.1	4.5	
Low birthweight	6%	5-7%	6%	6%	
Additional Health Outcomes (not included in overall ranking)					
Life expectancy	80.0	78.2-81.8	81.0	79.6	
Premature age-adjusted mortality	300	240-350	280	310	
Child mortality			40	40	
Infant mortality			4	5	
Frequent physical distress	12%	11-12%	9%	11%	
Frequent mental distress	12%	12-13%	10%	14%	
Diabetes prevalence	11%	8-15%	9%	9%	
HIV prevalence	156		49	194	
Health Factors					
Health Behaviors					
Adult smoking **	16%	15-16%	14%	16%	19
Adult obesity	33%	26-42%	26%	28%	
Food environment index	8.0		8.7	7.8	
Physical inactivity	18%	13-25%	19%	15%	
Access to exercise opportunities	55%		91%	88%	
Excessive drinking **	18%	17-19%	13%	19%	
Alcohol-impaired driving deaths	24%	11-38%	13%	31%	
Sexually transmitted infections	312.8		152.8	432.5	
Teen births	30	24-37	14	20	
Additional Health Behaviors (not included in overall ranking)					
Food insecurity	8%		9%	13%	
Limited access to healthy foods	15%		2%	5%	
Drug overdose deaths			10	13	
Motor vehicle crash deaths	19	11-32	9	10	
Insufficient sleep	31%	30-32%	27%	31%	
Clinical Care					
Uninsured	11%	9-13%	6%	7%	33
Primary care physicians	3,760:1		1,050:1	1,080:1	
Dentists	3,720:1		1,260:1	1,260:1	
Mental health providers	150:1		310:1	210:1	
Preventable hospital stays	2,609		2,765	2,903	
Mammography screening	35%		49%	40%	
Flu vaccinations	31%		52%	40%	
Additional Clinical Care (not included in overall ranking)					
Uninsured adults	13%	11-16%	6%	9%	
Uninsured children	6%	4-8%	3%	3%	
Other primary care providers	1,117:1		726:1	1,259:1	
Social & Economic Factors					
High school graduation	79%		96%	77%	19
Some college	39%	32-46%	73%	69%	
Unemployment	4.4%		2.9%	4.1%	
Children in poverty	19%	13-24%	11%	17%	
Income inequality	3.4	2.9-4.0	3.7	4.6	
Children in single-parent households	26%	18-34%	20%	30%	
Social associations	10.6		21.9	10.3	
Violent crime	331		63	249	
Injury deaths	69	49-95	57	72	
Additional Social & Economic Factors (not included in overall ranking)					
Disconnected youth			4%	7%	

	County	Margin	Performers ^	Oregon	Rank (of 35)
Median household Income	\$51,700	\$47,400-56,000	\$67,100	\$60,100	
Children eligible for free or reduced price lunch	70%		32%	51%	
Residential segregation - black/white			23	63	
Residential segregation - non-white/white	15		15	33	
Homicides			2	3	
Firearm fatalities			7	12	
Physical Environment					10
Air pollution - particulate matter **	7.9		6.1	7.9	
Drinking water violations	No				
Severe housing problems	15%	12-19%	9%	20%	
Driving alone to work	74%	70-78%	72%	71%	
Long commute - driving alone	27%	22-33%	15%	28%	
Additional Physical Environment (not included in overall ranking)					
Homeownership	71%	67-75%	61%	62%	
Severe housing cost burden	8%	5-12%	7%	17%	

^ 10th/90th percentile, i.e., only 10% are better.

** Data should not be compared with prior years

Note: Blank values reflect unreliable or missing data

HEALTH OUTCOMES - OVERALL RANK

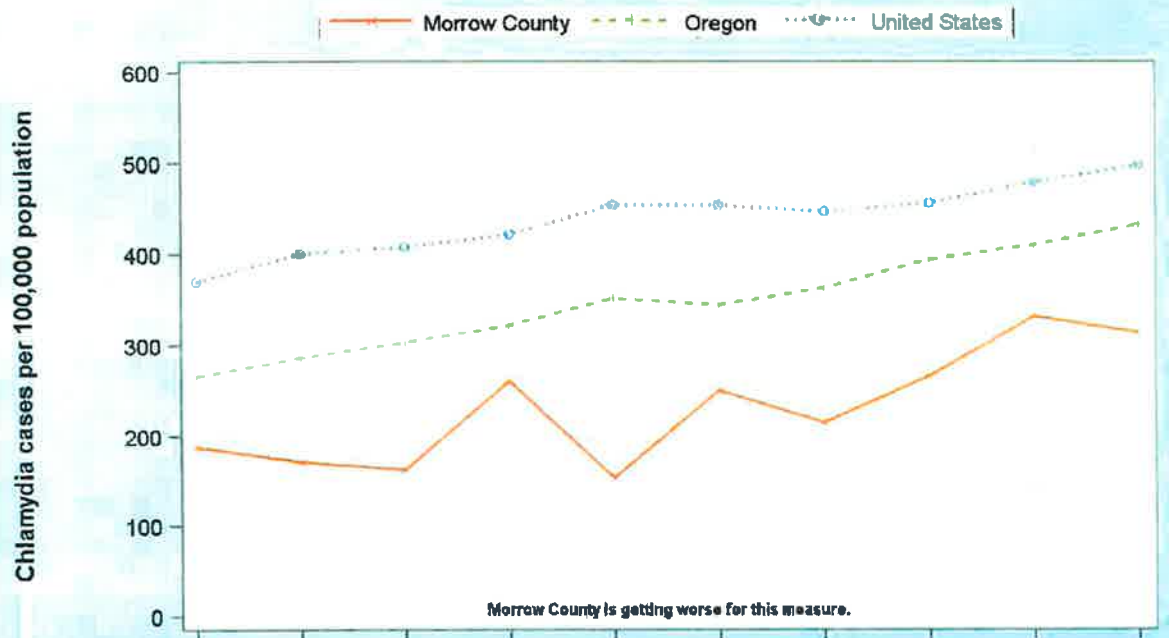
Rank	County
1	Washington (WH)
2	Benton (BE)
3	Hood River (HR)
4	Clackamas (CL)
5	Deschutes (DE)
6	Multnomah (MU)
7	Polk (PO)
8	Columbia (CO)
9	Morrow (MO)
10	Yamhill (YA)
11	Lane (LE)
12	Tillamook (TI)
13	Wallowa (WA)
14	Marion (MR)
15	Sherman (SH)
16	Jackson (JA)
17	Wasco (WS)
18	Linn (LN)
19	Baker (BA)
20	Umatilla (UM)
21	Clatsop (CA)
22	Crook (CR)
23	Grant (GR)
24	Gilliam (GI)
25	Union (UN)
26	Lake (LA)
27	Harney (HA)
28	Curry (CU)
29	Douglas (DO)
30	Coos (CS)
31	Lincoln (LI)
32	Malheur (MA)
33	Josephine (JO)
34	Jefferson (JE)
35	Klamath (KL)
NR	Wheeler (WE)

n overall ranking for all Health Outcomes combined.



RANK
1-9 10-18 19-26 27-35
NOT RANKED (NR)

Sexually transmitted infections in Morrow County, OR County, State and National Trends



Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
United States	370	401	409	422	453	453	447	456	479	497
Oregon	266	287	303	322	352	345	364	395	411	433
Morrow County	187	171	162	260	152	249	213	265	331	313

Please see Measuring Progress/Rankings Measures for more information on trends. Trends were measured using all years of data.



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

(For BOC Use)
Item #
76

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

Staff Contact: Karmen Carlson
Department: Human Resources

Phone Number (Ext): 5620
Requested Agenda Date: 7/24/2019

Short Title of Agenda Item: Quarterly Department Report
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various meeting items such as Order or Resolution, Ordinance/Public Hearing, Appointments, etc.

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:

Karmen Carlson 7/19/2019 Department Head Required for all BOC meetings
[Signature] 7/19/19 Admin. Officer/BOC Office Required for all BOC meetings
County Council *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 Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

So nice to see the sun out and the warm weather. I have been very busy with HR duties including:

- Hired a full-time Park Ranger
- Hired 2 youth park seasonal employees to assist in the parks this summer.
- Hired a new office assistant for the Health Department who is starting next week.
- Hiring a new Juvenile Director soon
- Hiring a new Accounting Clerk soon
- Hiring a new Legal Assistant/Office Manager next month
- Hiring an RN for the Health Dept
- Hiring a part-time translator for the Health Dept

I have been working on updating some forms in the hiring process to make our system more streamlined and user-friendly.

I would like to share my gratitude to Ronda for doing an excellent job completing the new year COLA and year-end closures for payroll!

The Safety Team has been super active purchasing the SDS program, sending all employees to CPR/First Aid training, and making some great strides in keeping safety talk alive and well. I appreciate the hard work and ambition to engage since I started. I have started meeting with the North County as well and we have really become energized and are looking for ways to promote Safety. The Sheriff's office requested that we assist in purchasing protective gloves for the deputies when dog handling and we agreed with the stipulation that they offer training and best practices skills. We are also supporting the process of making ID badges with lanyards for all County employees. Thank you, Erik Patton, for stepping up and taking that task on! The County has had no major incidences for many months and this is due to the hard work of all the employees by talking about safety and taking the time to watch out for each other!

Our newly created Wellness Team has had a few meetings and we just had our first Monthly potluck and had a great turnout and wonderful conversation regarding what we all would like to see in a wellness team. I believe we are gaining momentum and will be addressing the Board of Commissioners with some future plans soon! We had a taco theme this month and next month on the 22nd of August we will be doing a Salad Bar Theme.

Ronda and I went to a benefits class in The Dalles last week to learn about the upcoming changes with CIS and their benefits and there are some exciting new health and wellness benefits coming our way.

Thank you,

Karmen Carlson

Human Resources Director

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

July 24th, 2019

Re: County Surveyor's report second quarter 2019.

Dear Morrow County Commissioners,

In my April report I discussed the need for Morrow County to require title reports for partitions as they already do for subdivisions. I was asked at that time to provide some information concerning what other counties require concerning this situation. I have made the contact and have received the pertinent information from 21 of the 36 counties who currently require title reports for all land development. At present I am working with Mr. Gorman on a presentation of the results and our requested solution which will be submitted at a board meeting in the near future.

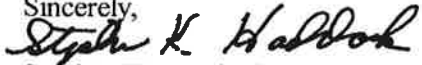
At the recent board meeting held in Boardman on the 17th, Bobbi Childers brought up the issue of original records security and the ease of which electronic modifications can be made with the technology available today. This issue is a problem for surveys also and I thought you would like this discussion of the issue of digital signatures prepared by ODOT chief Ron Singh in 2011. As of this date I believe ODOT is the only entity using the electronic signatures to any extent:

“Creating a digital signature requires software, a signing certificate, and optionally a piece of hardware to provide further security with a signer’s private key. Creating the signing certificate involves creating a public-private digital key pair and optionally obtaining the services of a Certificate Authority. The public key certificate creates proof of the identity of the signer and made available to anyone who needs to verify the signature. The combination of the public key and proof of identity result in a public key certificate - also called a signer's certificate. Digital Signatures Oregon Department of Transportation Page 4 of 8 Geometronics Unit 30 September, 2008 Ron Singh The private key is something kept only by the signer. The document is signed with the private key. The public and private keys are related mathematically. Knowing the public key allows a signature to be verified but does not allow new signatures to be created. If the private key is not kept “private,” then someone could maliciously create the original signer’s signature on a document without consent. It is critical to keep the private key secret. To verify a digital signature, the verifier must have access to the signer's public key and have assurance that it corresponds to the signer's private key. The solution to this is to use a trusted third party to associate an identified signer with a specific public key. That trusted third party is referred to as a "Certification Authority". A self-signed certificate is one that is created by the individual signer without the services of a certification authority and should be avoided. Digital IDs provided by 3rd parties are generally considered more secure, because an independent certification authority has ratified them. A signature applied using a self-signed certificate signature tells a document recipient that "This document is valid, and I am authorized to sign it," while a signature applied using a 3rd party digital ID tells them that "This document valid, I am authorized to sign it, and [CERTIFICATION AUTHORITY X] verifies my identity." This additional assurance can make a big difference when it comes to legal documents or those sent out to a wide audience. To associate a key pair with a prospective signer, a Certification Authority issues a certificate, an electronic record which lists a public key as the "subject" of the certificate, and confirms that the prospective signer identified in the certificate holds the

corresponding private key. The Certification Authority performs a background check on each individual that is assigned a signing certificate. The Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities has the responsibility to administer the registration procedure for Authentication Authorities who issue digital signatures. At this time there is only one Authentication Authority”

At both the January and April meetings I raised an issue concerning road records that indicate there are surveys that should have been filed based on statutory requirements delineating the responsibilities of the county governing body concerning the acquisition of road right of way. There has been some progress made but that situation is ongoing. I will have more information on that at a later report.

Sincerely,



Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor.

Weed Department

Quarterly Report for April – June 2019

1. Update on SB 445 regarding Invasive Species Council.

SB 445 was passed and signed off on during this past legislative session. The housekeeping language referring to Council makeup and reporting to legislature all passed but the funding provisions within the bill were dropped. However, during the process, funding was included in the Department of Agriculture budget in the amount of \$100K. Also, funding in the amount of \$300K was included in the Omnibus Spending bill at the end of the session. \$200K of that is for the Emergency Control Account and \$100K for Education and Outreach. When all was said and done, this was a great win for the state when it comes to Invasive Species management. I would like to thank the BOC for their support of this bill.

2. Weed control on the Navy Bombing Range.

A site visit and tour of the range was done with Mike Bianchi, Navy Natural Resources Coordinator on June 27th. Noxious weed control on the range was discussed and county priorities were emphasized. Discussion of roadside treatments on range and timing of Rush skeletonweed control was emphasized. Other weeds of concern were Yellow Starthistle, Spikeweed, Scotch Thistle, and Diffuse Knapweed. Another visit is scheduled for sometime in September. Possibly meeting with contractor at that time as well. Overall, I was encouraged by what the Navy has been doing on the range and look forward to implementing future recommendations.

3. April/May saw a lot of time spent on gravel road residual treatments following blading. This year was a bit more challenging following the late snow and all the road repairs taking place delaying some of the regular blading activities.

4. June has been spent doing a lot of landowner visits regarding noxious weed control and ordinance compliance.

5. I met with three of the farm managers for AgriNW (Old Tree Farm) to discuss noxious weeds and their control, especially in circle corners. They do a lot of mowing during the summer and so I discussed incorporating chemical treatments with some of this work since mowing does not work very good on perennial weeds like rush skeletonweed.

6. Started work on Oregon Military Department agreement to spray rush skeletonweed and other weeds on the Umatilla Army Depot. I also did some spraying on the portion of ground Morrow County anticipates to get once Army turns over Depot.

7. Lastly, I finished work on the Safety Data Sheet (SDS) project for the County. With Karmen's help and funding from the safety committee, this should bring the county into compliance with OSHA and provide a user friendly way to access information regarding chemical hazards.

ROAD REPORT JULY 2019

BLADE PATCHING: The blade patch crew has made needed repairs on Kilkenny, Baseline, and Lone-Gooseberry roads.

RHEA CREEK BRIDGES: We have finished the approaches to the bridge decks at the Keene and Snyder bridges, shoulder rock has been placed. We will finish the job off with a chip seal and paint stripping late this summer.

OLSON & WILSON: Crew members installed new traffic control signs at Olson & Wilson. They include solar powered perimeter illuminated "stop ahead", and "stop" signs. The traffic control changes will help with safety in the area.

SUMMER CHIP SEAL PROGRAM: We have built stock pile sites and have begun stock piling chip seal rock for our upcoming project on Lone-Gooseberry rd.

PAINT STRIPING: Our paint striping crew has finished applying paint to paved roads at the north end. We will be striping roads at the south end of the county later this summer.

POTHOLE PATCHING: Crew members have been making pothole repairs around the county as time allows.

SIGN REPAIR: We continue to repair road signs around the county as needed.

WINTER ROAD DAMAGE REPAIR: Crew members have made further repairs on gravel roads sustaining damage from this springs thaw and rains. Road Canyon, Healy, and Spring Hollow are re-opened. Kinney Rd., and Shobe Canyon still have areas too saturated to repair.

PERMITS: Permits applied for during the month of July:

OOL	689 Olson Road	Umatilla Electric Co-Op	UTILITY	Ovr. Hd. Line	07/10/2019
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MORROW COUNTY DISTRICT ATTORNEY

P.O. Box 664, Heppner, Oregon 97836
 Telephone: (541) 676-5626
 Facsimile: (541) 676-5660

Justin Nelson: District Attorney
 Richard Tovey: Deputy District Attorney
 Cynthia M. Greenup: Office Manager
 Deona Siex: Victim Assistance Director
 Debbie Peck: Support Enforcement

TO: Morrow County Board of Commissioners
Date: July 21, 2019
RE: Department Quarterly Update

- **Office Manager Job Opening**
 - Cindy Greenup officially sent in her notice of retirement.
 - The position closes on July 26.
 - There is a benefit dinner and auction for Cindy at the Morrow County Fairgrounds on Saturday, September 7, at 6:00 p.m.. A lot of work done by Debbie Peck, Bobbi Childress, Theresa Crawford, and Kandy Boyd to get that set-up. They are still looking for donations for the auction.

- **Legislative Update**
 - Charging Counties to file cases
 - This bill did not pass
 - Would have started to charge DA Offices when we file cases with the court, including charging local agencies for speeding tickets, etc.
 - Who was excluded? State agencies of course- OSP, DOJ- but not local offices like the DA Office, Sheriff Office, police department.
 - What was the purpose? Money for the new computer system they make us use?
 - Or is there something else going on- maybe a "Tax" for filing charges- Way to try and force DA offices not to file criminal cases?
 - Change in death penalty cases
 - Again, the legislature making changes vs. asking the public to vote on the measure.
 - I would completely understand if the legislature referred a measure to the public to see if they want to abolish the death penalty.
 - Unanimous Jury Verdicts
 - While the ODAA is for this change, I am personally against it. Seems like another fix to a problem that does not exist.
 - Was surprised to see that it did not pass the senate, so not referred to voters yet. Most likely will come back up in the next short session.

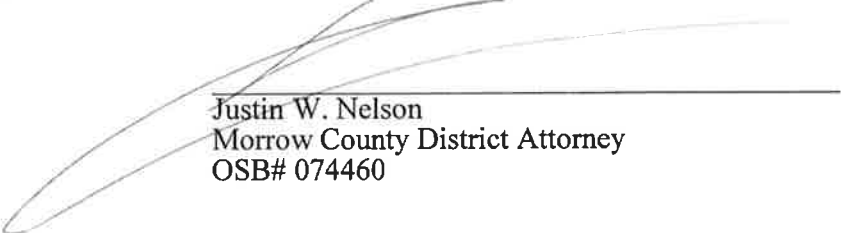
- **Grand Jury Recording has Started**
 - Grand Jury recording now required throughout state
 - I had a grand jury orientation for my new panel last week, and when I told them the "good news" they were upset and believed it would just be used for bad purposes by defendant.

Some of the people had been on grand jury before and did not see what the problem was that required a change. They believed that it would lead to less questions from the grand jurors.

- Equipment takes time to set-up- computer, sound system inputs, 8 microphones, etc.
- Will take additional staff time to review the recordings and provide those as discovery for defense counsel.
- Legislature just passed a bill authorizing 3 million dollars to help with this
 - \$3 million for something that was not a problem in the first plac
 -
- **Drug Use Concerns**
 - A few cases have hit the local community, with individuals that appear to have started drug use while in high school or after high school.
 - One individual currently charged with stealing a vehicle and being in possession of fentanyl, and another with a history of drug use that now is charged with a homicide in Walla Walla.
- **Sampling of Cases**
 - **Gerald Kamph**
 - **FACTS:** On June 2 Mr. Kamph called 911 to report his wife was acting out, not getting up, and he needed law enforcement- somewhat sounded like a mental health issue. Sgt. Todd Siex responds since it was early in the morning and he lives in Lexington. When he arrives Mr. Kamph is intoxicated, and drinking from a whiskey bottle as he tells Sgt. Siex to watch out for his wife since she may have a gun. Sgt. Siex sees the wife has heavy bruising, she is not moving, etc. Investigation shows that Mr. Kamph had been physically abusing his wife. She spent time in Heppner Hospital then Kadlac- fractured ribs, jaw, and other injuries.
 - What really stood out in this case was the quick resolution. Mr. Kamph plead guilty to the measure 11 offense, and was sentenced to prison. This occurred in about 3 weeks after the arrest.
 - Lot of work by my victim assistant Deona Siex
 - Many visits to hospital in Heppner and Tri-Cities.
 - Helping get house ready for the victim to go back to after she is out of the hospital
 - Purchasing clothes for her, helping her with insurance, etc.
 - **Veronica Andrade**
 - **FACTS:** June 2, 2019 crash that lead to the death of the infant child of Ms. Andrade. The State has alleged that Ms. Andrade was at a graduation party, left the part intoxicated with two of her children, and then drove in a reckless manner while intoxicated and crashed her vehicle.
 - Posted bail after the court reduced her \$50,000.00 after a release hearing, based upon her family connections and lack of criminal history.
 - No 60 day trial issue since she is out of custody, and Defense counsel discussed working with an investigator on the case, so this will also be a case that most likely goes on for a while.
 - **Mario Morales Jr.**
 - This was a conflict case I handled for Umatilla County.
 - The victim of the offense was connected to the district attorney office, so Mr. Primus asked if I would be willing to act as a special prosecutor.
 - It worked well since I have experience with Mr. Morales in Morrow County. His

family is in Morrow County, and he has had a lot of issues with drugs, disorderly conduct, and fighting with his family. He has had opportunities for probation, and just never follows through with anything.

- For this offense he broke into the victim's house, damaged the door in excess of \$1,000, and was caught smoking meth in the home.
- Defendant plead to 2 of the charges, and fought one of the charges.
- Failed argument- that installation of a door should not be counted for the amount of a damage to a door.
- Judge Lieuallen found Mr. Morales guilty at a bench trial.
- Mr. Morales was sentenced to a repeat property prison sentence, and some additional time for his drug charge. His sentence was 24 months in prison.



Justin W. Nelson
Morrow County District Attorney
OSB# 074460

From: Lindsay Huddleston <lhuddleston@hilltoppublicsolutions.com>
Sent: Thursday, July 18, 2019 2:47 PM
To: Darrell Green <dgreen@co.morrow.or.us>
Subject: Help us encourage Congress to pass the USMCA

Hi County Administrator Green

I'm reaching out to your office because I am are working here in Oregon to help encourage Congress to pass the United States-Mexico-Canada Agreement (USMCA). The modernized trade pact is widely seen as as an improvement over NAFTA and its ratification by Congress will help create American jobs, cultivate innovation, and spur economic growth while also strengthening protections for workers and the environment.

BACKGROUND

Mexico became the first country to ratify USMCA on June 19th. The United States has the opportunity to quickly follow suit but there are signals from Congress that action on USMCA will be delayed. With the 2020 presidential election looming, a small window exists to get USMCA ratified. If Congress fails to take advantage of that window, and USMCA stalls, it is likely President Donald Trump will withdraw the U.S. from NAFTA and trade will revert to pre-1994 terms resulting in higher tariffs and trade wars with our North American trading partners.

International trade, especially trade with Mexico and Canada, is a major economic driver and job supporter here in Oregon. According to the [2019 Oregon State of Trade](#) report:

- 505,700 jobs are connected to trade in Oregon (1 in 5).
- Trade with Canada and Mexico supported 154,000 Oregon jobs in 2017
- Oregon produced and exported \$28 billion worth of goods and services in 2017
- 12% gross domestic product (GDP) depends on exports in Oregon.
- 88% exporters in Oregon are small and medium businesses

Our state and its industries, businesses and workers have a vested interest in avoiding a reversion to pre-NAFTA terms. Oregon has a vested interest in seeing USMCA pass.

Oregon's Congressional Delegation has an outsized role in the future of USMCA as Congressman Earl Blumenauer and Congresswoman Suzanne Bonamici have been appointed to a [trade work group](#) to consider alteration to USMCA. Please help us contact both offices to impress upon those offices the small opportunity window Congress has to ratify this agreement. Any alterations cannot and should not derail the entire agreement and put our state and country in a position of economic uncertainty and insecurity.

HOW YOU CAN HELP

Please help us encourage Rep. Blumenauer and Rep. Bonamici to ensure that any USMCA alterations are achieved in a timely manner so that USMCA is not sunk by the political calendar.

We hope you will help us deliver that message to those key offices and there are three quick but effective actions you can take to help:

- **Send a letter to Rep. Blumenauer and Rep. Bonamici** – we will be happy to compile a first draft and give you all the submission instructions so engagement is quick and easy
- **Submit an op-ed or letter-to-the-editor to a local paper** – This is an important issue for workers and we will be happy to compile a first draft and give you all the submission instructions, so engagement is quick and easy

Things are moving fast and we are trying to work quickly so please let us know if you have any questions and/or if you would like to see any sample language.

Thank you so much for your consideration.

--

Lindsay Huddleston
Hilltop Public Solutions
(256) 874-4838 (cell)

IMPACT OF TRADE ON THE OREGON ECONOMY

FISCAL IMPACT

According to [Trade Partnership](#), [USTR](#), and [Brookings](#) data:

- Oregon exported \$27.9 billion worth of goods and services in 2017.
- \$3.6 billion of those total exports went to Canada and Mexico.
- 12% of the state's gross domestic product (GDP) depends on exports.
- An 80% share of Oregon imports from Canada and Mexico were used as inputs by U.S. producers in 2017.
- Between 2007-2017, there was a 49% increase in services exports from Oregon, but a 28% drop in goods exports. Goods still accounted for \$2.7 billion in exports in 2017.
- Share of Oregon Exports Globally to Canada and Mexico for Select Sectors, 2017:
 - Lime and Gypsum Products: 100% (\$23 million)
 - Iron, Steel, and Ferroalloys: 98% (\$169 million)
 - Rubber Products: 89% (\$51 billion)
- Top Oregon Exports to Canada and Mexico, 2017:
 1. Machinery (\$343 Million)
 2. Transportation Equipment (\$291.5 Million)
 3. Primary Metal Products (\$246.6 Million)
 4. Wood Products (\$228.8 Million)
 5. Computer & Electronic Products (\$217.7 Million)
 6. Processed Food (\$209.5 Million)
 7. Agricultural Products (\$176.3 Million)
 8. Chemicals (\$164.6 Million)
 9. Electrical Equipment, Appliances & Components (\$138.9 Million)
 10. Nonmetallic Mineral Products (\$119.7 Million)

JOBS IMPACT

According to [Trade Partnership](#) data:

- 505,700 jobs are connected to trade in Oregon.
- Trade with Canada and Mexico supported 154,100 jobs in 2017:
 - 95,200 related to trade with Canada; 58,900 related to trade with Mexico.

Greetings all,

In case you didn't receive this directly, please see below from the White House regarding an invitation to all Oregon commissioners and judges to visit the White House for a briefing on Tuesday September 10th and also take part in a preview call on Tuesday July 23rd @ 1pm Pacific time.

If you decide to attend on September 10th, please let me know so that we can plan to staff and assist you accordingly!

-Mike

Mike Eliason

Interim Executive Director, Legislative Director

Association of Oregon Counties

a: [1201 Court St., Suite 300](#), Salem, OR 97301

o: 503.585.8351 d: 503.400.3230

e: meliason@oregoncounties.org

w: www.oregoncounties.org

----- Forwarded message -----

From: Crozer, William F. EOP/WHO <William.F.Crozer@who.eop.gov>



THE WHITE HOUSE

Local Elected Officials and Leaders –

Our Regional State Leadership Days initiative is in full swing! Continuing this initiative from 2017-18, we recently concluded the second event with local elected officials from Arkansas, Louisiana, Mississippi and Texas joining us for briefings and discussion with Senior Administration officials on shared federal-state-local priorities, including infrastructure, rural development, disaster recovery and resilience, and energy development. United States Department of Agriculture Secretary Sonny Perdue and United States Department of Energy Secretary Rick Perry, among other senior officials, joined us for a successful event! You can find an official White House tweet about the event [here](#).

On Tuesday, September 10, the White House Office of Intergovernmental Affairs is hosting the seventh of 10 regional State Leadership Day events with local elected officials from Alaska, Idaho, Montana, North Dakota, Oregon, South Dakota, Washington, and Wyoming. The meetings are designed for county (commissioners/supervisors) and municipal officials and will include briefings and discussion with Senior Administrative Officials on shared federal-state-local priorities pertinent to your respective states. ***All county commissioners/supervisors (or similar position) in your respective states are invited.*** If you would like to attend, please RSVP per the invitation below by Tuesday, September 3. Please read the entirety of this email, including the FAQ at the bottom, for full details about the event. Your State county association is a great resource for questions regarding logistics and otherwise.

We will hold a call previewing this event on Tuesday, July 23, at 4:00PM EDT. Call-in information is below (highlighted). We hope that you can join us – feedback from our 2017-18 initiative was overwhelmingly positive ([WTAS: Support for the Trump Administration's Unprecedented Outreach to State and Local Leaders](#)). **We will send additional information, including an agenda, several days before the conference.**

Alaska, Idaho, Montana, North Dakota, Oregon, South Dakota, Washington, and Wyoming Regional State Leadership Day Preview Call

- **Date:** Tuesday, July 23, 2019
- **Time:** 4:00 PM EDT
- **Call-In Information:** [RSVP Here](#)
- **Note:** Registering for this call does not register you for the conference on September 10. If you would like to register for the conference, those details are below.

Sincerely,

The White House Office of Intergovernmental Affairs

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To continue the unprecedented outreach to State and local elected officials, the White House Office of Intergovernmental Affairs invites you to the

**Alaska, Idaho, Montana, North Dakota, Oregon,
South Dakota, Washington, and Wyoming Regional
White House Conference**

at the White House for remarks and discussion with key administration leaders and policymakers on

Tuesday, September 10, 2019

1:00 - 4:30 PM

If you are able to attend, please submit your information in the secure form by **1:00 PM EDT on Tuesday, September 3**. The secure form can be accessed via the link provided below. Space is limited and RSVP's will be honored in the order they are received.