

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 20, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**See Zoom Meeting Information on Page 2**

## AMENDED

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. Approve Accounts Payable & Payroll Payables
  - b. Minutes: September 1<sup>st</sup>
  - c. **Contract with Community Counseling Solutions, Inc., for Community Developmental Disabilities Services**
  - d. Connect Oregon Grant Application & Letter of Support
  - e. Tax Refund Applications – Amazon Data Services, Inc., and the Port of Morrow
5. **Blue Mountain Community College** – Mark Browning, President & Chris Brown, Board of Education Member
6. **Business Items**
  - a. Recommend number of participants, Youth Special Hunt – Spike Elk (Greg Close, Parks General Manager)
  - b. Purchase Pre-Authorization Request, mini excavator (Greg Close)
  - c. Compensation Board appointment requests (Lindsay Grogan, Human Resources Director)
  - d. Funding options regarding the salary of the Coordinator for the Local Public Safety Coordinating Council (Christy Kenny, Juvenile Director; Jessica Rose, LPSCC Coordinator)
  - e. Intent to award Request for Quotes for Tourism Services (Darrell Green, Administrator)
  - f. Review Census Data (Tamra Mabbott, Planning Director)
  - g. Morrow County Command Team Update
  - h. Building Project Updates
  - i. **11:30:** Columbia Development Authority Update & Review Memorandum of Understanding between the U.S. Department of the Army and the CDA and the Confederated Tribes of the Umatilla Indian Reservation, and CDA and the Counties of Umatilla and Morrow (Greg Smith, CDA Director)
7. **Department Reports**
  - a. Juvenile Department Quarterly Report (Christy Kenny)
  - b. Emergency Management Quarterly Report (Paul Gray)
8. **Correspondence**
9. **Commissioner Reports**
10. **Sign documents**
11. **Adjourn**

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

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

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

### **Zoom Meeting Information**

Join Zoom Meeting:

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

#### **Zoom Call-In Numbers for Audio Only:**

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

**Morrow County Board of Commissioners Meeting Minutes**  
**September 1, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Greg Close, Paul Gray, Lindsay Grogan, Kate Knop, Roberta Lutcher, Richard Tovey

**Present Via Zoom**

Staff: Erin Anderson, Kirsti Cason, SaBrina Bailey Cave, Mike Gorman, Katie Imes, Deanne Irving, Christy Kenny, Tamra Mabbott, Ian Murray, Aaron Moss, Staci Osmin, Jaylene Papineau, Sandi Pointer, Nazario Rivera, Linda Skendzel; Non-Staff: Kim Cutsforth, Denise Jerome, JoAnna Lamb, Karen Pettigrew, David Sykes

**Call to Order, Pledge of Allegiance & Roll Call:** 9:01 a.m.

**City & Citizen Comments:** None

**Open Agenda:** Chair Russell said Planning Director Tamra Mabbott would like to discuss an economic development grant opportunity, so it will be added prior to her other agenda item.

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: July 28<sup>th</sup>*
3. *Oregon Department of Human Services Intergovernmental Agreement #169202 for the Financing of Community Developmental Disabilities Program Services; effective July 1, 2021 to June 30, 2023; and authorize Chair Russell to sign on behalf of the County*
4. *Fifth Amendment to Oregon Health Authority IGA #166052 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize the Administrator to sign on behalf of the County*
5. *Letter of Intent – Request for Grant Proposals to OHA for Planning Work to Support the Elimination of Behavioral Health Inequities, and authorize Commissioner Lindsay to sign on behalf of the County*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Presentation on Coronavirus Aid, Relief and Economic Security Act (CARES) Rental Assistance Funds

Denise Jerome, Community Action Program of East Central Oregon (CAPECO)

Ms. Jerome reviewed the multiple programs offered by CAPECO but focused on the CARES rental assistance program for people with a demonstrated impact from COVID. She said their website ([www.capecoworks.org](http://www.capecoworks.org)) contains a link to the State portal to apply for the funds. She admitted the system had glitches and the process can be lengthy but CAPECO staff members were available to assist via appointment. Ms. Jerome said they had 800 applications on file but will need a total of 1,500. They've distributed \$1 million in assistance, so far, with the priority being people in danger of losing housing or utilities. Ms. Jerome fielded questions from the

Commissioners, who also offered a few suggestions on how CAPECO could do a better job of outreach in Morrow County.

#### Equity Fund Loan Request

Christina Smith, Greater Eastern Oregon Development Corporation (GEODC)

Kate Knop, Finance Director

Ms. Smith presented the request from Jay Coil of Coil Fabricating to borrow \$78,300 from the Morrow County Equity Fund. Ms. Smith responded to questions from the Commissioners.

*Commissioner Lindsay moved to approve the Equity Fund Loan request from Jay Coil of Coil Fabricating, LLC, in the amount of \$78,300, at an interest rate of 2% for a term of 120 months. Commissioner Doherty seconded. Discussion: Chair Russell asked if Mr. Coil's past tax liens were cleared up. Ms. Smith replied they were, which in part, attributed to the delay in processing the request. A brief discussion took place on the membership terms for the Equity Fund Loan Review Committee. The reason for below-market interest rates on Equity Fund loans was discussed and attributed to the original intent of the Fund, which was to spur economic development in the County. Unanimous approval.*

#### Summary of CARES Funds Expenditures/COVID Pandemic Awards

Kate Knop, Finance Director

Ms. Knop reviewed her memo. In summary, the County was awarded approximately \$6.47 million in the following categories:

1. \$2,245,000: Coronavirus Relief Fund
2. \$2,250,000: American Rescue Plan
3. \$1,000,000: Oregon Health Authority
4. \$649,044: Epidemiology and Laboratory Capacity for Infectious Diseases
5. \$142,956: Oregon Department of Transportation
6. \$140,959: Immunization Cooperative Agreement through OHA
7. \$20,000: Airport CARES Grant
8. \$19,992: Public Health Emergency Response through OHA
9. Miscellaneous small award amounts

[For additional details, see Ms. Knop's memo in the online Agenda Packet on the County website: <https://www.co.morrow.or.us/boc/page/board-commissioners-meeting-152>.]

#### Award Request for Proposals (RFP) for Contractor to Operate The Landing Kitchen at the OHV Park

Greg Close, Parks General Manager

Mr. Close asked the Board to approve the RFP and award the contract to the only respondent, Off Road Trails & Treats. Discussion.

*Chair Russell moved to award the contract to Off Road Trails & Treats and authorize the Public Works Director to sign the contract. Commissioner Doherty seconded. Commissioner Lindsay*

*moved to amend the motion to have the Chair or Administrator sign the contract. Commissioner Doherty so moved.*

*Chair Russell moved to award the contract to Off Road Trails & Treats and have the Administrator sign the contract on behalf of the County. Commissioner Doherty seconded and said to remove his second of the first motion. Discussion: Commissioner Doherty talked about who should be signing contracts, department directors, the Chair or the Administrator. He said he was more comfortable with the Chair or Administrator signing contracts. Unanimous approval.*

Collective Bargaining Agreements (CBA) – American Federation of State, County and Municipal Employees (AFSCME) General Employees & AFSCME Road Employees  
Lindsay Grogan, Human Resources Director

Ms. Grogan said all parties were pleased to have come to agreement. She thanked everyone involved for the hard work and long hours devoted to the process that began in March and concluded in September.

*Commissioner Doherty moved to approve and sign the Collective Bargaining Agreements between Morrow County and the Morrow County Road Department, Local 2479, effective through June 30, 2024; and the Morrow County Employees, Local 2479, effective through June 30, 2024. Commissioner Lindsay seconded. Discussion: Administrator Darrell Green said the agreements were retroactive to July 1, 2021. Unanimous approval.*

Economic Development Grant Opportunity from the Planning Department

Tamra Mabbott, Planning Director

Ms. Mabbott said there were grant opportunities available, but she needed to know if the Board supported devoting Planning staff's time, as well as her own, to pursuing them. Ms. Mabbott provided more details about the types of grants available. Chair Russell and Commissioner Lindsay were in favor of applying for the grants. Commissioner Doherty brought up discussions going back five years relative to hiring a grant manager. He then went on to enumerate recently announced grant opportunities for which departments could be applying, adding the County has to try to get at these.

After additional discussion, Ms. Mabbott asked if the County was willing to set aside \$5,000-15,000 for a contracted grant writer. She said she had the first two Planning grants covered but not the Economic Development Administration grant. She asked who would be the lead and what would be the funding source.

Chair Russell asked if the County already had someone in-house. If not, he wanted to see the costs associated with contracting it out. However, he said he was seeing head nods from the other two Commissioners, so we'll need to figure out the costs and the source of the funds.

Commissioner Lindsay said she would be happy to engage more closely on these efforts. She also lobbied for filling the vacant Community Development Director position, saying the County “was missing the boat.” She continued, when the County did have a Community Development Director, we weren’t in competition with the other cities or the Port of Morrow, we only wanted to partner with them.

Comment Letter to the Oregon Department of Energy Regarding Request for Amendment 1 to the Boardman Solar Energy Facility

Tamra Mabbott, Planning Director

Ms. Mabbott explained the request for an amendment from Boardman Solar to extend the construction commencement and completion deadlines.

Commissioner Doherty said Boardman Solar went to the Energy Facility Siting Council (EFSC) in 2016 for an expedited review because they didn’t want to go through the normal land use process and comprehensive review. Instead, the County was designated to act as a Special Advisory Group, or SAG, because Boardman Solar didn’t want to check all the boxes and have the County sign off. He requested to see the letter from five years ago since they were now asking for an extension. This might be an opportunity to have them go through the process they failed to go through from the beginning, which was now going on seven years. Commissioner Doherty said next time someone wanted an expedited review, this example will be cited and the County needed to adhere to the normal process.

Ms. Mabbott said she didn’t think anything was missed and there were clear timeframes for validation of a permit but his points were valid.

*Commissioner Doherty moved to sign and send the letter as presented. Commissioner Lindsay seconded. Discussion: Commissioner Doherty asked for copies of the letters from 2016. Vote: Unanimous approval.*

**Break:** 10:39-10:49 a.m.

Emergency Operations Center Update

Emergency Manager Paul Gray discussed recent COVID statistics and hospital capacity. He said current policies were discussed at Monday’s meeting and Ms. Grogan had a policy update to discuss with the Board.

Ms. Grogan said she updated the existing COVID Policy to reflect the changes taking place due to the delta variant impacting the way business was being conducted. She then reviewed her changes.

*Commissioner Lindsay moved to approve the update to the Safeguards Policy, correcting Morrow County Board of Commissioners as the Local Public Health Authority. Discussion: Commissioner Doherty asked what changed from the previous policy that was authorized. Ms.*

*Lindsay said it had all the OSHA rules (Occupation Safety and Health Administration) which outlined every detail of exactly what we were supposed to clean, how long to clean and what was a proper mask. It had workplace cleaning/sanitation efforts, employers would provide chemicals, soap, water, masks, face shields, which we're already doing. She said she summarized it and added the indoor/outdoor face covering requirement and further described who was required and who wasn't. There wasn't anything above or beyond the rules required by the State, she concluded. Commissioner Doherty asked if County Counsel reviewed the update, to which Ms. Grogan replied, no. Commissioner Doherty said this was a substantive agenda item and last week he was reluctant to act on something brought forward on the same day as the meeting. This isn't an ask, it's a new request so he'd be more comfortable if County Counsel concurred. Ms. Grogan said she could do that in the future but this all stemmed from Monday's meeting, adding she could wait a week and have County Counsel review it. Commissioner Doherty said he was happy to have County Counsel look at it and say, "fine," but we could adopt it today. Vote: Unanimous approval.*

Chair Russell said when Commissioner Lindsay agreed to stay on the Emergency Operations Team/Government Command Team when he became Chair, the vaccine was just coming out and it looked like things were ending. That hasn't been the case, so at Commissioner Lindsay's suggestion, they both agreed he should take over as the Board's representative on the EOC/GCT. Chair Russell thanked Commissioner Lindsay for her time and effort over the last 18 months that she devoted to these meetings.

#### Building Project Updates

- The contract was being drafted for the Courthouse Feasibility Study with DLR Group.
- Irrigon Government Center Building: Over 100 windows were installed last week; trenching for utility lines was taking place; options were being explored to lower the interior and exterior signage costs because they came in higher than expected; parking lot asphalt will be delayed to the spring; move-in date is tentatively the week of November 8-13.

#### **Department Reports**

- The Administrator's Monthly Report was reviewed by Darrell Green.
- The Sheriff's Office Monthly Report was reviewed by Administrative Lieutenant Melissa Ross.

#### **Commissioner Reports**

Reports of activity were provided by the Commissioners.

#### **Signing of documents**

**Adjourned:** 11:55 a.m.





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

The contract between Morrow County and Community Counseling Solutions is to subcontract all of the services contained in the Oregon Department of Human Services Intergovernmental Agreement 169202 for Developmental Disabilities Program Services 2021-2023.

We changed the footer, dates and references to the new IGA number 169202. The remainder of the contract is the same as the last contract between Morrow County and Community Counseling Solutions for Community Developmental Disabilities Services.

For the IGA 169202 between Morrow County and the Oregon Department of Human Services, the State is requiring a Vaccination Compliance Form per Executive Order 21-29. This is included in the packet. County Counsel nor myself see any concerns with signing this compliance form, as we don't anticipate any county staff performing any of the services since we are contracting all services to Community Counseling Solutions. Community Counseling Solutions' compliance form is included in the packet.

## **2. FISCAL IMPACT:**

GL 101-199-550-5500

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

Motion to approve the Community Developmental Disabilities Services contract between Morrow County and Community Counseling Solutions.

Attach additional background documentation as needed.

**CONTRACT BETWEEN MORROW COUNTY  
AND  
COMMUNITY COUNSELING SOLUTIONS, INC**

**Community Developmental Disabilities Services Contract**

This Contract, made and entered into by and between **MORROW COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," and **COMMUNITY COUNSELING SOLUTIONS, INC.**, a non-profit corporation, incorporated under the laws of the State of Oregon, hereinafter referred to as "Provider."

WHEREAS, County desires to provide adequate access to effective mental health, developmental disability and alcohol and drug abuse treatment services for those citizens of Morrow County in need of said services; and

WHEREAS, County is authorized, pursuant to ORS 430.620 as the Local Mental Health Authority, to provide for the range of mental health, developmental disability and alcohol and drug abuse treatment services described in ORS 430.630, and

WHEREAS, County has entered into the 2021-2023 Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Services with State of Oregon, hereinafter referred to as "IGA #169202," acting by and through its Department of Human Services, hereinafter referred to as "DHS," to receive funding to obtain necessary services by contracting with a provider of said services; and

WHEREAS, County desires to meet these obligations through subcontract with a person or entity capable and qualified to provide the services required of County in its agreement with DHS; and

WHEREAS, Provider has demonstrated that it has the skill, expertise and qualifications to provide the services required of County in said Agreement, upon the terms and conditions set out below; and

WHEREAS, it is in the intention of the parties that Provider shall assume and perform and be responsible for all of the duties and obligations to be performed by County under this Agreement to the fullest extent possible; and

WHEREAS, Provider has available, or can cause to be made available, the facilities and staff required for the performance of said services; now, therefore,

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

**A. PROVIDER REPRESENTATIONS**

1. Proof of Certification: Provider shall submit to County all necessary licenses, certificates and letters of approval relating to Provider's qualifications to perform the services which are to be provided under the terms of this Agreement.
2. Compliance with Regulations: Provider agrees to comply with the rules and regulations of County and with the applicable provisions of the Administrative Rules and Procedures of Federal and State law relating to Provider's performance of services under this Agreement. Specifically all rules and procedures as referenced in Exhibits A – H part 2 of IGA #169202 which is attached as Exhibit A to this agreement and is incorporated herein by this reference.
3. Independent Contractor: Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Department, or County.
4. Legal Compliance: Provider shall comply with all applicable federal, state, and local laws including, but not limited to, all applicable federal and state statutes, rules and regulations.
5. Hold Harmless: Provider shall defend, save, and hold harmless that State of Oregon, Department, County, and their 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 operations of Provider, including, but not limited to, the activities of Provider of its officers, employees, subcontractors or agents under this Agreement.
6. Provider Insurance Requirements: Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in IGA #169202, Exhibit G Part 2 "Subcontractor Insurance Requirements" which is attached as part of Exhibit A to this agreement and is incorporated herein by this reference.
7. Certificate of Insurance: Provider shall name the State of Oregon, Department, County and their divisions, officers and employees as additional insureds on any insurance policies required herein with respect to Provider's activities performed under this Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of services under this Agreement. Additionally, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

8. Non-discrimination: Provider shall make available such necessary developmental disability services to the citizens of County without discrimination based upon age, sex, race, color, creed, national origin, marital status or physical/mental disabilities.
9. Financial Audit: Provider shall provide County with a financial review or audit report as required by Federal and/or State reporting requirements that are specific to Morrow County services and funding provided by this agreement.

**B. PROVIDER COVENANTS**

1. Financial Assistance Contract: Provider shall comply with all applicable provisions of IGA #169202 with its attached exhibits A – H part 2, between the State of Oregon acting by and through its Department of Human Services and Morrow County. Provider shall specifically comply with the relevant portions of said Contract, which are attached to this Agreement as Exhibit A.
2. Scope of Services for Developmental Disabilities: Provider shall comply with the following provisions:
  - a. Follow all requirements for the delivery of developmental disability services as referenced in IGA #169202 with its attached exhibits A – H part 2, which are attached to this Agreement as Exhibit A.
3. Reporting: Report at least semi-annually to the Mental Health Advisory Board and regularly to the Board of Commissioners the types of service provided and the number of people who have received such services, together with such other information as is reasonably requested.

**C. COUNTY COVENANTS**

1. Payment of Funds: County shall provide payment of any funds received from DHS to Provider for services pursuant to this Agreement within ten (10) calendar days following receipt by County of such funds. Any new revenue per Intergovernmental Agreements or modifications for a new service element provided by Provider becomes a part of this Agreement.
2. Maintenance of Effort: Subject to review, and to the procedures contained herein for the refining of the arrangements hereby made for the provisions of developmental disability services to the citizens of Morrow County, and to the local budget law, County declares its intention to maintain its funding of mental health services to Provider, subject to availability of Federal, State and County funds.

3. Other Contracts: County may negotiate contracts with other agencies and organizations, including the State of Oregon, and receive and disburse all funds necessary to the operation of the community mental health program.

#### **D. TERMINATION**

1. Termination: All or part of this Contract may be terminated by mutual consent of both parties.
2. County Termination: County may terminate all or part of the Contract for cause as follows:
  - a. With sixty (60) days notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for provision under this Contract.
  - b. Upon notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law or regulation to be held by Provider to provide a service specified under this Agreement.
  - c. With sixty 60 days notice if Provider fails to provide services or substantially fails to meet any performance standard as specified by County in this Agreement or subsequent modifications of this Agreement within the time specified herein.
  - d. Upon notice, if County has evidence that the Provider has endangered or is endangering the health and safety of clients, staff or the public.
  - e. Prior to termination of this Agreement, Provider shall be given a reasonable opportunity to refute the findings and/or to correct the problem within a reasonable time period.
3. Recovery of Property: In the event this Agreement is terminated, Provider shall dispose of any property formerly belonging to County in the manner provided for in the Articles of Incorporation of Provider.

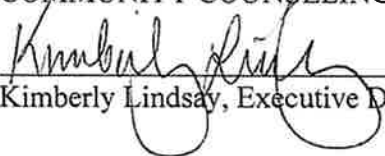
#### **E. GENERAL PROVISIONS**

1. Effective Date: This Contract is effective July 1, 2021. This Contract shall expire on June 30, 2023. While the signing of this contract may occur after July 1, 2021, the effective date as agreed by all parties shall be July 1, 2021.
2. Assignment: No portion of this Agreement shall be assigned by Provider.

3. Settlement of Disputes: Differences between Provider and County, or between providers, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary.
4. Attorneys' Fees: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses costs and disbursements for said action, suit, proceeding or appeal

**PROVIDER**

COMMUNITY COUNSELING SOLUTIONS INC.

  
\_\_\_\_\_  
Kimberly Lindsay, Executive Director

Date: 10-13-21

**COUNTY**

MORROW COUNTY BOARD OF COMMISSIONERS

Date: \_\_\_\_\_

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

APPROVED AS TO FORM

\_\_\_\_\_  
Melissa Lindsay, Commissioner

\_\_\_\_\_  
County Counsel



# Executive Order 21-29 Vaccination Compliance Form

On August 13, 2021, Governor Kate Brown signed Executive Order (EO) 21-29. The purpose of the EO is to protect state workers, their coworkers and the public that relies on state services from the effects of COVID-19. This EO requires, in part, that Executive Branch state agencies have documentation that all workers are in compliance with the requirements of the EO. Per section 1.f., a Worker is an individual who is not employed by the state of Oregon but is engaged to provide goods or services to the Executive Branch through any formal or informal agreement; and where the goods or services are performed in person and on site at an Executive Branch worksite.

The purpose of this form is to document compliance with EO 21-29. If you fail to submit this signed document, you, your employees, and your subcontractors may be denied access to the worksite. A failure to comply with EO 21-29 may be a breach of contract and could result in termination of the contract.

The undersigned also understands that any statement or representation it makes, to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

ODHS, Office of Developmental Disabilities Services (ODDS) has determined that

(Contractor name) Community Consulting Solutions has Workers that complete work alongside State employees at an Executive Branch under Contract number 169202, 169225, 169198, 169197. By checking the box below, I declare that the following statement is true:

- I have documentation confirming all Workers from my company who work onsite at the above listed worksite are fully vaccinated against COVID-19, as required by EO 21-29.
- I have documentation confirming that all Workers from my company who work onsite at the above listed worksite are either fully vaccinated against COVID-19 or have an approved medical exception or have an approved religious exception, as required by EO 21-29. I have a written accommodation plan for each approved exception.
- I do not have documentation confirming that all Workers at the above listed are in compliance with EO 21-29
- I decline to respond

I acknowledge that substitute, replacement, additional or new Workers are subject to this EO-21-29 and I will maintain documentation confirming compliance with EO 21-29 during the term of this contract or the duration of EO 21-29 whichever first expires or terminates.

By signature below, the undersigned Authorized Representative on behalf of Contractor certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Signature: Kimberly Lindsay Digitally signed by Kimberly Lindsay  
Date: 2021.10.03 10:38:24 -0700

Date: 10/3/21

Printed Name: Kimberly Lindsay

Title: Director

**For questions about this form, contact: [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us)**



## Executive Order 21-29 Vaccination Compliance Form

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The purpose of this form is to document compliance with EO 21-29. If you fail to submit this signed document, you, your employees, and your subcontractors may be denied access to the worksite. A failure to comply with EO 21-29 may be a breach of contract and could result in termination of the contract.

The undersigned also understands that any statement or representation it makes, to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

**ODHS, Office of Developmental Disabilities Services (ODDS)** has determined that (Contractor name) Morrow County has Workers that complete work alongside State employees at an Executive Branch under Contract number 169202. By checking the box below, I declare that the following statement is true:

- I have documentation confirming all Workers from my company who work onsite at the above listed worksite are fully vaccinated against COVID-19, as required by EO 21-29.
- I have documentation confirming that all Workers from my company who work onsite at the above listed worksite are either fully vaccinated against COVID-19 or have an approved medical exception or have an approved religious exception, as required by EO 21-29. I have a written accommodation plan for each approved exception.
- I do not have documentation confirming that all Workers at the above listed are in compliance with EO 21-29
- I decline to respond

I acknowledge that substitute, replacement, additional or new Workers are subject to this EO-21-29 and I will maintain documentation confirming compliance with EO 21-29 during the term of this contract or the duration of EO 21-29 whichever first expires or terminates.

By signature below, the undersigned Authorized Representative on behalf of Contractor certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Signature: Darrell J Green Digitally signed by Darrell J Green  
Date: 2021.10.18 09:52:51 -07'00'

Date: October 18, 2021

Printed Name: Darrell J Green

Title: County Administrator

**For questions about this form, contact: [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us)**





**Agreement Number 169202**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITIES PROGRAM SERVICES**

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This Intergovernmental Grant Agreement for the financing of Community Developmental Disabilities Services (the "Agreement") is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and Morrow County, hereinafter referred to as "County" or "CDDP".

The program to be supported under this Agreement relates principally to ODHS'

**Office of Developmental Disabilities Services (ODDS)  
Administration  
500 Summer Street NE E-09  
Salem, Oregon 97301  
Agreement Administrator: Lea Ann Stutheit or delegate  
Telephone: (503) 945-6675  
E-mail address: [leaann.stutheit@dhsoha.state.or.us](mailto:leaann.stutheit@dhsoha.state.or.us)**

**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice, or **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Agreement Documents, Order of Precedence.**

- a.** This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;
Exhibit B Part 2:	Service Element Standards and Procedures;
Exhibit B Part 3:	Financial Terms and Conditions;
Exhibit C:	Special Terms and Conditions;
Exhibit D:	General Terms and Conditions;
Exhibit E:	Standard Terms and Conditions;
Exhibit F:	Federal Terms and Conditions;
Exhibit G Part 1:	Required Subcontractor Provisions;
Exhibit G Part 2:	Subcontractor Insurance Requirements;
Exhibit H Part 1:	Privacy and Security Agreement;
Exhibit H Part 2:	Third Party Information System Access Request;
Attachment #1:	Days and Hours of Operation;
Attachment #2:	Subcontractor Disclosures Report.

This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b.** 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 the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence.

- (1) This Agreement without exhibits;
- (2) Exhibit F: Federal Terms and Conditions;
- (3) Exhibit H Part 1: Privacy and Security Agreement;
- (4) Exhibit H Part 2: Third Party Information System Access Request;
- (5) Exhibit E: Standard Terms and Conditions;
- (6) Exhibit A: Definitions;
- (7) Exhibit B Part 1: Operations and Administration Terms and Conditions;
- (8) Exhibit B Part 2: Service Element Standards and Procedures;
- (9) Exhibit B Part 3: Financial Terms and Conditions;
- (10) Exhibit C: Special Terms and Conditions;
- (11) Exhibit D: General Terms and Conditions;

- (12) Exhibit G Part 1: Required Subcontractor Provisions;
- (13) Exhibit G Part 2: Subcontractor Insurance Requirements;
- (14) Attachment #1: Days and Hours of Operation;
- (15) Attachment #2: Subcontractor Disclosures Report.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. Signatures.

Morrow County

By:

  
\_\_\_\_\_

Authorized Signature

Chair, Board of Commissioners  
\_\_\_\_\_

Title

Don Russell  
\_\_\_\_\_

Printed Name

September 1, 2021  
\_\_\_\_\_

Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

Lea Ann Digitally signed by  
Lea Ann Stutheit  
Date: 2021.09.24  
11:53:45 -07'00'  
Stutheit  
\_\_\_\_\_

Authorized Signature

ODDS COO  
\_\_\_\_\_

Title

Lea Ann Stutheit  
\_\_\_\_\_

Printed Name

9/24/2021  
\_\_\_\_\_

Date

Approved for Legal Sufficiency:

Approved via e-mail by Wendy J Johnson  
\_\_\_\_\_

Department of Justice

June 30, 2021  
\_\_\_\_\_

Date

**EXHIBIT A**  
**Definitions**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Element Standards and Procedures, in the special conditions of the Service Element Prior Authorization (SEPA), and in the Exhibit H Part 1 “Privacy and Security Agreement”. When a word or phrase is defined in a particular Service Element Standards and Procedures, or special condition in the Service Element Prior Authorization, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Element Standards and Procedures, or special condition in which it is defined.

1. **“Access”** means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets.
2. **“Allowable Costs”** means the costs determined in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Element Standards and Procedures, or special conditions identified in the Service Element Prior Authorization.
3. **“Career Development Plan” or “CDP”** has the meaning set forth in OAR 411-317-0000.
4. **“Case Management Entity” or “CME”** has the meaning set forth in OAR 411-317-0000.
5. **“Case Management Services”** has the meaning as set forth in OAR 411-317-0000.
6. **“CDDP Administrator”** has the meaning set forth in Exhibit C, Section 3 of this Agreement.
7. **“Claim”** has the meaning set forth in OAR 411-370-0010.
8. **“Client”** has the same meaning as Individual or Recipient, for purposes of this Agreement.
9. **“Client Prior Authorization” or “CPA”** means an authorization for a specific Individual to receive a particular Service, by an identified Provider, at a rate approved by ODHS. The CPA is submitted by County for the Provider once an Individual and the Provider have agreed to a Service. The CPA specifies:
  - a. the Service,
  - b. the Individual or Recipient,
  - c. the effective date and end date for the Services authorized in the CPA, and
  - d. the rate for the Service.
10. **“Client Record(s)”** means any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.

11. **“CMS”** means Centers for Medicare and Medicaid Services.
12. **“Common Law Employer”** or **“CLE”** means the employer referred to in OAR 411-375-0010.
13. **“Community Developmental Disabilities Program”** or **“CDDP”** has the meaning as set forth in OAR 411-317-0000.
14. **“Community First Choice K Plan”** or **“K Plan”** has the meaning as set forth in OAR 411-317-0000.
15. **“Developmental Disability”** or **“DD”** has the meaning as set forth in OAR 411-320-0020.
16. **“Developmental Disabilities Services”** or **“DD Services”** has the meaning as set forth in OAR 411-317-0000.
17. **“Disbursement Claim”** means a document executed and delivered to ODHS by a Provider or County, either electronically in eXPRS or in hard copy, with respect to a DD Service authorized in a CPA and PPA, or POC, certifying that a unit of that DD Service was delivered by a Provider identified in the CPA and PPA, or POC, to the Individual identified in the CPA or POC, during the period specified in the CPA or POC; and requesting disbursement of funds for that unit of DD Service.
18. **“Employer”** has the meaning as set forth in OAR 411-317-0000.
19. **“Employer Resource Connections”** or **“ERC”** means the voluntary training program provided by the Oregon Home Care Commission and offered to all Individuals receiving in-home Services. ERC meets the K Plan requirement for voluntary training on how to select, manage, and dismiss attendants, and provides activities to empower and inform Individuals receiving in-home Services regarding their rights, roles, and responsibilities as employers of Personal Support Workers.
20. **“Express Payment and Reporting System”** or **“eXPRS”** means an information system for managing the disbursement and tracking of ODHS payments for the Developmental Disabilities Programs.
21. **“Federal Funds”** means all funds paid to CDDP under this Agreement that ODHS receives from an agency, instrumentality, or program of the federal government of the United States.
22. **“Full-time Equivalent”** or **“FTE”** means a unit of measure equivalent to one person working full-time. An FTE is calculated based on the CME’s work hours of a regular work week. Employees who work fewer hours than a regular work week have their hours divided by the regular full-time work week hours. An FTE of 1.0 is equivalent to full-time; an FTE of 0.5 is half of a full-time equivalent.
23. **“Functional Needs Assessment”** or **“FNA”** has the meaning as set forth in OAR 411-317-0000.
24. **“Individual”** has the meaning as set forth in OAR 411-317-0000.
25. **“Individual Support Plan”** or **“ISP”** has the meaning as set forth in OAR 411-317-0000.

26. **“Individual Support Plan Team”** or **“ISP Team”** means a group of people that include the Individual, the Services Coordinator or Personal Agent, when applicable the Individual’s designated representative, or others chosen by the Individual to participate in Service planning, as described in OAR 411-415-0070.
27. **“Information Asset(s)”** refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy.
28. **“Intellectual Disability”** or **“ID”** has the meaning as set forth in OAR 411-320-0020.
29. **“Intellectual or Developmental Disability”** or **“I/DD”** has the meanings as described in OAR 411-320-0020.
30. **“Level of Care”** or **“LOC”** has the meaning as described in OAR 411-317-0000.
31. **“Local Match”** means the opportunity for Local Government Entities, including Transit Districts, to request additional Federal Funds to recoup costs for Intellectual and Developmental Disabilities program expenditures, *exceeding allotted state funds*, in the following services: Local Match Transportation and Case Management Operations. The Local Government Entity is responsible for the local fund portion and providing the necessary documentation to ODHS for approval. If approved, the local funds will be submitted for federal match.
32. **“Medicaid”** means Federal Funds received by ODHS under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) Funds administered jointly with Title XIX funds as part of state medical assistance programs by ODHS.
33. **“Medicaid Fraud”** means the providing of false information to claim reimbursement for Medicaid funded services. Medicaid Fraud includes, but is not limited to, the following activities: billing for services not actually performed; billing for more expensive services than actually rendered; billing for several services that should be combined into one billing; and billing twice for the same service.
34. **“Misexpenditure”** means money, other than Overexpenditure, disbursed to County by ODHS under this Agreement and expended by County or a Subcontractor that:
  - a. Is identified by the federal government as expended contrary to applicable statutes, rules, the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200, or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of Federal Funds, a federal notice of disallowance, or otherwise; or
  - b. Is expended in a manner not permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars, or any other authority that governs the permissible expenditure of such money; or
  - c. Is expended on the delivery of a DD Service in violation of the Service Element Standards and Procedures of this Agreement with respect to that DD Service.

35. **“Network and Information System(s)”** means the ODHS and State of Oregon’s computer infrastructure which provides personal communications, Data such as Client Records; Access to other Information Assets, regional, wide area and local networks, and the internetworking of various types of networks.
36. **“ODDS”** has the meaning set forth in OAR 411-317-0000.
37. **“Office of Training, Investigation and Safety”** or **“OTIS”** means the ODHS office that investigates reports of suspected abuse or neglect.
38. **“Oregon Needs Assessment”** or **“ONA”** has the meaning set forth in OAR 411-317-0000.
39. **“Overexpenditure”** means money disbursed by ODHS under this Agreement and expended by County that is in excess of the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
40. **“Personal Agent”** shall have the meaning set forth in OAR 411-317-0000.
41. **“Personal Support Worker”** or **“PSW”** has the meaning as set forth in OAR 411-317-0000.
42. **“Plan of Care”** or **“POC”** means a service authorization feature in eXPRS that is a collection of individual Provider service authorizations for an Individual with I/DD. These Service Authorizations in accepted status are required to enable the Provider of the authorized Service to successfully submit Claims for payment.
43. **“Program Area”** means the geographic area within the State of Oregon where County is contracted to provide DD Services.
44. **“Provider”** has the meaning as set forth in OAR 411-317-0000.
45. **“Provider Enrollment Application and Agreement”** or **“PEAA”** has the meaning set forth in OAR 411-370-0030.
46. **“Provider Prior Authorization”** or **“PPA”** means an authorization, either through eXPRS or by submission to ODHS of a document acceptable to ODHS, for funding awarded in the SEPA for delivery of a particular DD Service by a particular Provider, and for Provider submission of Disbursement Claims for the DD Service, that specifies:
  - a. the DD Service,
  - b. the Provider,
  - c. a period, during which the authorization may be used to support delivery of the DD Service by the Provider,
  - d. whether the PPA is an “Opt Out” PPA for those Providers that are paid through a CPA and have fluctuating amounts in a specific month; or the PPA is for a specific amount authorized to the Provider for a specified time frame. If the PPA is for an amount for a specific Provider, the total amounts authorized in the PPAs cannot exceed the total SEPA amount for that time frame for that DD Service.
47. **“Rationed Fee for Services”** or **“RFFS”** means the Case Management Entity billings paid up to the maximum monthly amount of the PPA. All Case Management Entity



billings entered that meet the criteria for a successful Claim, yet exceed the maximum monthly amount of the PPA, will suspend to be utilized for future payments up to the amount outlined in the Biennial Legislatively Approved Budget.

48. **“Recipient”** has the meaning as set forth in OAR 411-370-0010.
49. **“SEPA Adjustment”** means a document, acceptable to ODHS, presented electronically in eXPRS by County, that amends the SEPA, with respect to one or more DD Services, to reflect the new maximum amount of funding that ODHS will provide under this Agreement through eXPRS for the specified Service Element(s), as well as any new or modified special performance or other requirements.
50. **“SEPA Pass Phrase or Pass Code”** or **“SEPA Pass Phrase”** means a code used by eXPRS to verify the identity of the individual accepting the SEPA Adjustment on behalf of County.
51. **“Service”** means any one of the DD Services for Individuals listed in Exhibit B Part 2 of this Agreement provided directly by CDDP, and authorized by CDDP or Subcontractor, pursuant to this Agreement.
52. **“Service Authorization”** means an authorization by CDDP of the DD Services that CDDP is responsible to authorize according to Exhibit B Part 2, as identified in an Individual’s ISP, and entered for billing purposes into eXPRS via POC or a CPA.
53. **“Services Coordinator”** has the meaning as set forth in OAR 411-317-0000.
54. **“Service Element”** has the meaning as set forth in OAR 411-317-0000.
55. **“Service Element Prior Authorization”** or **“SEPA”** means the maximum amount of Service Element funding that ODHS will provide to County under this Agreement through eXPRS, and any Service Element associated special performance or other requirement. The SEPA is broken down by Service Element and may be amended from time to time by a SEPA Adjustment.
56. **“Service Element Standards and Procedures”** has the meaning set forth in OAR 411-370-0010.
57. **“Service Equity”** means promoting health, safety, and independence for all Individuals by adapting services and policy to eliminate discrimination and disparities in the delivery of human services.
58. **“Settlement”** means the process through which ODDS determines Underexpenditures and Overexpenditures and resolves Misexpenditures at the end of each Agreement period, upon Agreement termination or on an interim basis, if necessary, during the term of this Agreement.
59. **“Subcontract”** means a contract between the County and a third party to perform one or more of the direct Service(s) required under this Agreement. Subcontract does not include contracts for County ancillary services.
60. **“Subcontractor”** means a third party contractor that contracts with the County to perform one or more Service(s) under this Agreement and may include all CDDP functions that the County is required to perform under this Agreement.

61. **“Transmittals”** means communications that request action from, or provide policy, program, training, and other information to County. Transmittals take the form of Action Requests (AR), Information Memoranda (IM), or Policy Transmittals (PT).
62. **“Underexpenditure”** means money disbursed by ODHS under this Agreement and not expended by County that is less than the amount County is entitled to expend as determined in accordance with the funding calculation methodologies set forth in the applicable Service Element Standards and Procedures.
63. **“User”** means any individual authorized by ODHS to access Network and Information Systems and who has an assigned unique log-on identifier.
64. **“Written Materials”** means documents and forms created by CDDP or ODDS, in connection with Services being provided to the Individual.
65. **“Workload Model”** or **“WLM”** means the computation of FTE based on the Random Moment Sampling Survey (RMSS) and fixed percentages based on caseloads.

**EXHIBIT B PART 1****Operations and Administration Terms and Conditions****1. CDDP Administrative Responsibilities.**

In performing the Work under this Agreement:

- a. CDDP shall adhere to all Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS) and the Code of Federal Regulations (CFR) pursuant to this Agreement. CDDP shall comply with all language and requirements outlined in the Community First K Plan and waiver, including updates and amendments, or as instructed by ODDS through Transmittals. In general, Transmittals are written to provide clarification or guidance of an existing rule, statute, or CFR.

Outside of natural disasters, pandemics or circumstances that would put Individuals in service at risk, any policy and Transmittal that is written by ODDS that requires new work for a Case Management Entity (CME) will necessitate ODDS to give the CME an opportunity to provide input within specified timelines. ODDS will analyze the input for impact to workloads, making adjustments where appropriate, prior to issuing the Action Request (AR) or Policy Transmittal (PT). This excludes policies resulting from a rule change that is required by a federal or state directive, as rules and rule amendments require a fiscal analysis and are provided to the Rule Advisory Committee.

- b. CDDP shall participate in person, by phone, or video conference, in monthly CDDP program manager meetings as designated by ODDS. Meetings will be scheduled by ODHS with representatives designated by ODHS to review, clarify, and further plan the Work performed under this Agreement. These ODHS and CDDP meetings shall be scheduled at a time mutually acceptable to both parties. CDDP will ensure a representative will participate in 80% of CDDP program manager meetings for the term of this Agreement.
- c. CDDP shall participate in person, by phone, or video conference in other required, scheduled meetings. ODDS shall make reasonable efforts to schedule meetings at a time and place conducive to the greatest number of participants.
- d. CDDP management is responsible for ensuring all information provided by ODHS, during the monthly Case Management Leadership Team (manager or director) meetings, is communicated effectively and timely with all applicable CDDP staff.
- e. CDDPs must comply with ODHS requirements for the use of ODHS electronic systems utilized for information related to Individuals and Providers upon implementation and training.
- f. **Emergency Plan.** CDDP must maintain an emergency plan, policies, and procedures in accordance with OAR 411-320-0040(10) at all times that address responses to any natural disasters, pandemics, or other times when the CDDP may have to react to reducing office hours and or building closures; and that ensure

continuity of care to Individuals. CDDP must submit their emergency plan upon request for review by the ODDS Case Management Support Services Unit.

- g. **Service Equity Plan.** CDDP will complete a self-assessment related to identified Service Equity priorities for Services directly provided by CDDP no later than June 30, 2022. Between July 1, 2022 and June 30, 2023, CDDP will use the results of the self-assessment to create a Service Equity Action Plan in partnership with ODDS. The identified Service Equity priority areas include, but are not limited to:
    - (1) Systemic racism,
    - (2) Language access,
    - (3) Workforce diversity,
    - (4) Data analysis and collection,
    - (5) Service Access,
    - (6) Community engagement, and
    - (7) Identification and development of staff skills, awareness and or practices using an equity lens when providing Services.
  - h. CDDP's Service Equity self-assessment and plan may be developed in any format. ODDS will not require a specific format.
  - i. If requested, ODDS will provide technical assistance to CDDP for Service Equity assessment and plan that may include:
    - (1) Self-assessment tools,
    - (2) Limited trainings for CME staff, and
    - (3) Providing data.
  - j. **Workload Model; Random Moment Sampling Survey.**
    - (1) CDDP will assist ODDS in completing the Random Moment Sampling Survey (RMSS) for the computation of FTE and the fixed percentages for caseloads. ODDS will submit the FTE survey with the first RMSS in December following Agreement execution. Failure of the CDDP to complete the survey may result in a reduction of funding.
    - (2) ODDS will report the maximum number of eligible Individuals the CDDP will serve at the biennium start, and as changes are made, based on the biennial Workload Model. The most recent Workload Model is attached to the SEPA for the period for the Services. Funding for CDDP FTEs is allocated within the Workload Model.
2. **CDDP Assistance with Provider and Employer Enrollment, Credentials, and Payments.**
- a. CDDP shall assist any Individual who wishes to hire a Personal Support Worker (PSW) with the following:
    - (1) Assist the Individual in becoming a Common Law Employer (CLE) or identifying a designated CLE and provide resources to prospective CLEs on their role. For each CLE CDDP will:

- (a) Initiate enrollment of the CLE into the Fiscal Management Agent Services (FMAS) vendor’s web portal (currently referred to as “BetterOnline”).
      - (b) Refer Individuals to the Employer Resource Connection contractor serving in the Program Area. If the CDDP identifies a need for ERC program services and resources, the CDDP shall refer the CLE to the ERC contractor.
    - (2) Contacts for information from Oregon Home Care Commission (OHCC).  
CDDPs must comply with requests from the OHCC and its Customer Relations and Workers’ Compensation Units for information regarding workers’ compensation claims, PSW safety complaints, ADA accommodation requests, unemployment claims related to an individual who is the employer of PSWs, PSW late payment complaints, and PSW complaints and grievances.
    - (3) Assist the Individual in the enrollment process for PSWs by:
      - (a) Providing PSWs with a Provider Enrollment Application and Agreement (PEAA) and initiating a Criminal History Check (CHC).
      - (b) Initiating the PSW enrollment in the FMAS vendor’s web portal. For each new PSW, CDDP will provide the required information to successfully enroll the PSW.
  - b. CDDP shall assist Individuals by verifying that certifications, licenses, CHCs, driver’s licenses, and auto insurance are valid prior to Services being authorized for PSW Providers.
  - c. CDDP must review and approve or reject the PSW time sheet, progress note, and mileage log. CDDP must review and approve or reject PSW submitted Services Delivered billing entries accordingly. CDDPs will work with PSWs or direct PSWs to work with their CLE for suspended payment claims that are unrelated to an eligibility issue.
3. CDDP is required to submit an Out of Cycle (OOC) request for payment for PSWs, if the PSW turned in a properly completed timesheet within the dates as outlined on the approved PSW payment calendar, and the timesheet was not approved due to an administrative error on the part of the CDDP. The OOC request for payment must be submitted within one business day of the CDDP verifying that an error occurred and that it was due to an administrative error. CDDP will be invoiced for all fees incurred for OOC requests due to administrative error, including but not limited to, no more than a \$125 fee per day for initiating an OOC. ODDS will calculate the \$125 fee per day based on number of requests received for the day and invoice CDDP quarterly.
- CDDP will also be invoiced for any approved PSW Late Fees generated due to CDDP error at a rate of \$20 per day as determined through the payment complaint process. The number of days for PSW Late Fee will be calculated as follows: actual date processing occurred minus scheduled processing date equals number of late days. PSW Late Fees

will only match, and not exceed, the overall gross payment that is delayed. This cap on PSW Late Fees will not apply when a PSW experiences an additional payment occurrence within one calendar year.

In the event that a CDDP has reasonable cause to believe that a CLE or PSW is committing Medicaid Fraud, CDDP will notify ODDS Provider Administration Manager and Medicaid Fraud Unit immediately.

**4. CDDP Responsibilities: Lane v. Brown et al Settlement Agreement.**

CDDP shall develop a Career Development Plan (CDP), consistent with ODDS policy and administrative rules, as well as Executive Order 15-01, as part of the ISP for all Individuals of working age, including transition age Individuals, prior to their expected exit from school or within one year of an unexpected exit from school.

- a. CDDP shall submit copies of the CDP documents to ODHS upon request or cooperate with ODDS field review to verify compliance with timely development of CDPs.
- b. In the event the CDDP fails to develop a CDP for any Individual, the CDDP shall take corrective action and develop the CDP within 90 calendar days of the date the CDDP is notified by ODHS, or the CDDP self identifies the absence of a required CDP. The CDP development must meet the requirements as outlined in ODDS policy and administrative rule. These newly developed CDPs must be submitted to ODDS for a quality assurance review.
- c. If CDDP fails to respond or follow the directives as lined out in a. and b. above, a financial penalty not to exceed \$150 per identified CDP may be assessed.

**5. Days and Hours of Operation; Notifications to ODDS.**

- a. CDDP must provide the days and hours it will be open to the public by submitting a completed Attachment #1 to ODDS when the Agreement is signed by the CDDP. Failure by CDDP to provide this information will prevent Agreement execution by ODHS and distribution of the signed Agreement. CDDP must report any changes to the days and hours of operation to [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us) within 24 hours of the decision.
- b. If CDDP must close or reduce its hours of operation as described in Attachment #1 for any reason, including but not limited to a loss of utilities, a pandemic or a natural disaster, CDDP must notify ODDS' Agreement Administrator by email or telephone within 24 hours of the reduction or closure. If CDDP cannot meet the deadlines to approve PSW timesheets, CDDP will notify ODDS' Provider Administration Manager immediately by email or telephone.
- c. ODDS reserves the right to reduce funding if CDDP's days or hours of operation are reduced from those identified in Attachment #1 unless the reduction in operations is the result of an overall statewide fiscal reduction due to a legislative action.

**6. ODDS Administrative Responsibilities.**

- a. ODDS will publish Action Requests and Policy Transmittals that have an impact on the day-to-day processes and operation of a CDDP to the Innovation and Engagement website prior to publication. Website comments will be reviewed and responses to those comments posted at the time of publication of the Transmittal. ODDS reserves the right to not respond to all individual website comments.
- b. ODDS will publish Transmittals prior to the effective date of the Transmittal when possible. There may be times due to states of emergency, pandemics, or natural disasters that Transmittals may not be published timely and may be retroactive.
- c. ODDS will provide training to the CDDP staff prior to implementing new systems. Training may be in multiple formats including, but not limited to, in person, webinars, the ODHS approved learning management system, and other media sources. In person trainings will be conducted, at a minimum, in four areas of the State.
- d. ODDS will respond to fiscal inquiries from the CDDP within five business days of receipt of a written inquiry. Fiscal inquiries must be submitted to [cau.invoice@dhsosha.state.or.us](mailto:cau.invoice@dhsosha.state.or.us).
- e. ODDS will only post results from final quality assurance reports on the ODHS website. For strategic messaging, ODDS will analyze widespread findings that lower the results for a large number of CMEs and will bring forward those findings to the Case Management Leadership Team prior to posting on the website.
- f. If a CDDP refuses to follow the rules identified in CFRs, OARs or ORSs that require the CDDP to take action necessary to assure the health and safety of Individuals enrolled in DD Services, ODDS will notify the CDDP in writing that ODDS intends to perform the functions necessary for the health and safety of the Individuals. ODHS may reduce the funding received by the CDDP to cover the costs of ODDS fulfilling the roles necessary for the needed actions.

**7. Quality Assurance.**

- a. ODHS's quality assurance activities include:
  - (1) Review of Case Management Services;
  - (2) Review of assessments, ISPs, and LOCs;
  - (3) Review of CDDP's Provider monitoring, complaints, and other contracted obligations; and
  - (4) Review of approved Case Management claims.

**b.** CDDP shall:

- (1) Comply with all ODHS quality assurance reviews, plans, and processes designed to monitor and ensure CDDP's timely and accurate CMS compliance.
- (2) Follow all undisputed remediation instructions, including timelines, resulting from the quality assurance review findings.
- (3) Make available to ODHS' quality assurance staff, upon request, Access, including a login and password, to any electronic systems or physical documentation that contains intellectual or developmental disabilities information about Individuals enrolled in Case Management Services, if allowed under federal and state law.

**c.** ODHS shall:

- (1) Notify CDDP in advance of a ODHS quality assurance review.
- (2) Provide timely feedback to CDDP of quality assurance review findings and an opportunity for CDDP to dispute those findings prior to the final report.
- (3) Provide technical assistance and training to CDDP in the areas identified as needing improvement by the quality assurance review. Technical assistance and training provided by ODHS will not negate necessary remediation activities by CDDP.



**EXHIBIT B PART 2**

**Service Element Standards and Procedures**

**1. Provision of Services.**

- a. The DD Services listed in this Section 1 and described in this Exhibit B Part 2 must be provided as described in the appropriate federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, most current ODDS expenditure guidelines, and Service Element Standards and Procedures for the DD Services. Requirements for Service Elements may be found in the OARs listed below. Any additional requirements may be found in this Exhibit B Part 2. Only the DD Services listed are subject to this Agreement.
- b. Upon acceptance of the Service Element Prior Authorization (SEPA) in eXPRS, CDDP agrees to directly provide or subcontract for the DD Services. The DD Services provided by CDDPs whose costs are covered in whole or in part with the SEPA are:

<b>Service Name</b>	<b>References</b>
(1) Eligibility and Licensing	Chapter 411, Division 320, Service Element Standards and Procedures
(2) Case Management Operations	Chapter 411, Divisions 415 and 320; Service Element Standards and Procedures
(3) Abuse Investigation Services	Chapter 411, Division 320; Service Element Standards and Procedures

**2. CFDA Number(s) for all Services in Exhibit B Part 2.**

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, and ODHS procedure “Contractual Governance,” ODHS’ determination is that County is a Contractor.

The Catalog of Federal Domestic Assistance (CFDA) #(s) of Federal Funds to be paid through the Agreement: 93-778.

**3. Service Element Standards and Procedures Review Process.**

ODHS shall update this Exhibit B Part 2 as follows:

- a. ODDS will engage with a standing group of stakeholders to review and, if needed, modify this Exhibit B Part 2. Stakeholders shall include CDDP staff and designated representatives, ODDS staff, and other parties identified by ODDS.
- b. Upon determining that an update is necessary, a draft of the document changes will be sent to the stakeholder group via e-mail for review and comment. The ODDS e-mail shall include a time, date, and conference line number or virtual meeting information for a discussion between ODHS and CDDPs regarding the draft Service Element Standards and Procedures being reviewed. ODHS will

accept comments via e-mail for 15 business days after the date of the ODDS e-mail notification of the changes.

- c. After the discussion and the deadline for receipt of any e-mail review and comments from the CDDPs, ODHS will consider any information from CDDPs when determining the final changes to this Exhibit B Part 2.
- d. Upon completion of the review process, ODHS shall follow the amendment process as outlined in Exhibit E Section 27 “Amendments; Waiver; Consent” of this Agreement to update Exhibit B Part 2.

**4. Service Authorization.**

CDDP must authorize Services as outlined below:

- a. All Services, regardless of service setting or unless otherwise noted, must be authorized in eXPRS or MMIS for Long-Term Community Care Nursing (LTCCN), in a manner consistent with rule, by the CDDP in which the Individual is enrolled and is receiving Case Management Services and found eligible for I/DD Services as outlined in OAR Chapter 411, Division 320. This authorization must be obtained and documented in accordance with OARs and ODHS policies and procedures.
- b. All Services must be authorized at the appropriate rate for the service setting. All Services included in the expenditure guidelines must be entered using the rates detailed in the expenditure guidelines. Rates are subject to change upon notice from ODHS.

**5. Ancillary Services.**

Rates are set using the most recent ODDS expenditure guidelines. Exceptions to the published rate(s) may be allowed with prior approval by ODHS. ODDS will issue a final funding memo to CDDP when the payment of invoice is approved. ODDS will process payment within 45 days in accordance with ORS 293.462.

**6. Employment Services; Other Non-Residential Day Services.**

- a. CDDP will assist ODHS in monitoring compliance with the following Provider special reporting requirements:
  - (1) Provider must complete such Provider assessments as requested by ODHS in a timely and accurate manner.
  - (2) Provider will report to ODHS any employment outcome related information, including but not limited to wages, earnings, and turnover data, to ODHS using forms and procedures designated by ODHS.
  - (3) Providers must at all times comply with all other legal requirements and maintain documentation evidencing compliance such as subminimum wage certificates including the US Department of Labor Section 14(c) certificate.

- b. The Individual will receive the hours of Services per week as agreed to by the Individual, his or her ISP team, and the Provider. Service hours provided to the Individual may not be lowered to accommodate any ODHS reductions in the Provider rate.

**7. Supported Living.**

Upon implementation of the rate table, the ODHS budget tool will no longer be needed for Individuals receiving Supported Living Services.

**8. Transportation Services.**

- a. Transportation Service rates are set using the expenditure guidelines or the transit providers published rate.
- b. Individuals enrolled in Transportation Local Match Services for going to or from employment services, including day support activities, are not eligible for other Transportation Services for transportation to or from employment services, including day support activities without an exception.
- c. CDDP must maintain Transportation Local Match rosters and report changes regarding Individuals eligible for Transportation Local Match to transit districts as outlined in transportation worker's guide. CDDP's failure to report these changes to the transit district will result in CDDP paying for rides provided to Individuals ineligible for Transportation Local Match.

**9. Special Projects.**

- a. Special Projects are a mechanism for special payments as a pass-through payment to the CDDP.
- b. All requests must be submitted to [ODDS.FundingReview@dhsosha.state.or.us](mailto:ODDS.FundingReview@dhsosha.state.or.us) prior to authorization.
- c. Performance requirements for Special Projects not otherwise defined in this Agreement are described below:
  - (1) A Special Project must be authorized in advance by ODDS, and the Special Project must be performed prior to ODDS releasing funding. Funding for Special Projects will be paid to the CDDP through eXPRS or direct payment.
  - (2) Terms and conditions of each Special Project will be defined in cooperation with the CDDP.
- d. All Special Project funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.

**10. Room and Board General Fund (R&B GF).**

- a. Services for R&B GF are limited to those Individuals with I/DD who are not Medicaid eligible due to the Individual being undocumented but are working

towards United States citizenship. R&B GF Services assist these Individuals with room and board (R&B), personal incidental items, and as necessary, allowable medical expenditures.

**b. Authorizing R&B GF Services.**

- (1) Individuals must be 18 or older and concurrently receiving Residential Services or Adult Foster Home Services.
- (2) Services must be approved in advance by ODHS. CDDP must submit the following documentation when requesting R&B GF Services:
  - (a) Individual's name;
  - (b) Individual's prime number;
  - (c) Effective date of requested R&B GF Services;
  - (d) Amount of monthly funds requested;
  - (e) Information regarding Individual's citizenship status;
  - (f) Steps Individual has taken to date in obtaining citizenship;
  - (g) Steps to be taken by the Individual to obtain citizenship during the time frame requested for R&B GF Services;
  - (h) A copy of the Individual's most current Individual Support Plan (ISP), if funding for medical expenditures is requested;
  - (i) A methodology for calculating the funds for medical expenditures, if applicable;
  - (j) Documentation that the Individual has been denied Citizen Alien Waived Emergent Medical (CAWEM) and Oregon Health Plan (OHP) insurance coverage.
- (3) An Individual cannot receive R&B GF medical expenditure funding if the Individual is receiving OHP or CAWEM benefits unless the ISP team determines that the Individual's medical needs exceed what is covered CAWEM benefits and requests an exception.
- (4) If the Individual has been approved to receive R&B GF medical expenditure funding and has been approved for CAWEM, CAWEM must be used for any medical expenditure covered by CAWEM. CAWEM coverage is limited to emergency medical services only.
- (5) R&B GF funds may be used for an Individual in a medical emergency even though the emergency situation is not included in the ISP. For purposes of this Exhibit B Part 2, an emergency situation is defined as a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the Individual's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
- (6) The following medical services are not authorized under R&B GF Services:
  - (a) Routine dental care and diagnostic testing such as annual or semi-annual cleanings, fillings, root canals and routine x-rays.

- (b) Routine eye exams, diagnostic testing, contacts, glasses, and lenses.
- (7) R&B GF authorizations may not exceed 12 months. If requesting a renewal, CDDP must submit:
  - (a) Updated information about the status of the Individual’s citizenship;
  - (b) Steps the Individual has taken towards citizenship since the last update;
  - (c) Steps to be taken by the Individual to obtain citizenship during the requested timeframe for renewed R&B GF Services; and
  - (d) Updated documentation on CAWEM and OHP eligibility.

**c. Rate Setting for R&B GF Services.**

- (1) The funds awarded for R&B GF Services for R&B and personal incidentals are equivalent to the anticipated federal Supplemental Security Income (SSI) as defined in Code of Federal Regulations (CFR) Part 416.101 – 416.121, 416.401 – 416.435 and 416.501 - 416.665, and the Oregon Supplemental Income Program (OSIP) Manual under “Room and Board and Personal Needs Standards”. Monthly rates are subject to change to reflect federal cost-of-living or other ODHS approved adjustments. These monthly rate changes do not require a request by CDDP and approval from ODHS. Any monthly rate adjustments resulting from these changes will be added by ODHS to awards ODHS authorized for Individuals receiving R&B GF Services.
- (2) R&B GF funds must be used for “current maintenance” costs incurred by an Individual receiving R&B GF Services, as defined in the above-referenced CFRs, the OSIP Manual, and as outlined in this Exhibit B Part 2. Current maintenance includes the room and board fees charged by the Provider to the Individual and costs incurred for clothing, medical care authorized by ODHS, and personal comfort care for the Individual, whether provided directly by, or facilitated by, the Provider of the R&B GF Services.
- (3) R&B GF funds used for an Individual’s medical expenses must only be for necessary medical expenditures for the Individual up to the amount authorized by ODHS.

**d. Disbursement of R&B GF Service Funds.**

- (1) A SEPA will be created for the total amount of the R&B GF Service allowed for the Individual prior to Services being rendered.
- (2) R&B GF funds are disbursed through a PPA in eXPRS to the CDDP.
- (3) R&B and personal incidental funds are disbursed at the beginning of each Service month through a ODHS created 12-month PPA. CDDP must remit payment to the Provider after receiving disbursement.

- (4) Medical Expenditures are disbursed at the beginning of a service period through an ODHS created three-month PPA. CDDP must remit payment to the Provider after receiving disbursement. If ODHS has paid to CDDP, through the release of the PPA funding, more R&B GF medical expenditure funds than reported by the Provider and submitted by CDDP, ODHS will stop releasing funds for R&B GF medical expenditures until the balance due CDDP for R&B GF medical expenditures is no less than one month of the allocated PPA funding. If a Provider's monthly medical expenditure report shows the Provider needs additional medical expenditure funds to cover future medical costs for an Individual, and the additional funds and medical expenditures are within the Individual's ODHS authorized funding, then ODHS will release the additional funding up to, but not to exceed, the SEPA amount.

**e. Special Provisions of R&B GF Services.**

- (1) Medical expenditure funding for an Individual for R&B GF Services paid to a Provider via CDDP may only be carried over into future months within the same biennium. When medical expenditure funding carry-over occurs, the next monthly payment to CDDP for the Individual will be reduced by ODHS by the amount carried over from the previous months. CDDP may not carry over funding of R&B GF Services for medical expenditures into the next biennium. The medical expenditure funding must be returned to ODHS immediately upon request by ODHS, or within 45 calendar days of the end of the biennium in which the funds were paid, whichever date is sooner.
- (2) CDDP shall notify ODHS within 14 calendar days if the Individual's circumstances change and the Individual is no longer eligible for R&B GF Services.
- (3) ODHS may request at any time other information regarding the use of R&B GF Services or the justification of such Services. CDDP must respond to any request within 10 business days.
- (4) CDDP must submit to ODHS quarterly, paid Provider invoices for R&B and personal incidental expenditures. Provider invoices must reflect that the Individual received the R&B GF Services during the time period covered by the invoices. If paid Provider invoices are not received by ODHS, the R&B and personal incidental funds paid to Provider, and not supported by paid Provider invoices, must be recovered by CDDP and CDDP must then return this R&B GF funding to ODHS.
- (5) For Medical Expenditures:
- (a) Providers shall report to CDDP the allowable medical expenditures each month on a ODHS prescribed form. This monthly report will serve as the Provider invoice for medical expenditures for R&B GF Services. This monthly medical expenditure report must include the following, at minimum:

- i. Individual's name;
  - ii. Individual's prime number;
  - iii. Month or timeframe for the reported R&B GF Services;
  - iv. Provider's name and eXPRS Provider number;
  - v. Description of each medical expenditure listed separately;
  - vi. Amount of each medical expenditure;
  - vii. Name of entity providing the R&B GF Service, such as the name of pharmacy, doctor, or therapist; and
  - viii. Actual date of R&B GF Service, not the date the Service was paid for by the Provider.
- (b) Provider must submit a monthly medical expenditure report to the CDDP within 14 calendar days of the end of each month R&B GF Services were provided. The Provider medical expenditure report for the last month in the biennium must be submitted to CDDP within 14 calendar days of the end of each biennium.
  - (c) CDDP shall submit for payment the Provider's monthly medical expenditure report on a form prescribed by ODHS no later than 45 calendar days from the end of the month in which R&B GF Services were provided. ODHS will review this report for accuracy and adherence to this Exhibit B Part 2. CDDP will be notified of any non-allowable expense and will be required to recoup the funding from the Provider. CDDP will remit to ODHS the recouped funding within 45 calendar days of recoupment.
- f. ODHS reserves the right to end R&B GF Services with proper notice to the Individual, Provider and CDDP.
  - g. All R&B GF funds are subject to Settlement to confirm and reconcile any discrepancies that may have occurred between actual ODHS disbursements of funding and the amount actually delivered and invoiced at the end of the Agreement period or biennium in which they are authorized, whichever comes first.
  - h. All invoices must be submitted to [cau.invoice@dhsoha.state.or.us](mailto:cau.invoice@dhsoha.state.or.us).

## 11. Eligibility and Licensing.

- a. Eligibility and Licensing encompasses the activities related to determination of Eligibility of Individuals under OAR Chapter 411, Division 320 and assisting in the licensing of Adult Foster Homes under OAR Chapter 411, Division 360; and assistance in certifying Child Foster Homes under OAR Chapter 411, Division 346, unless otherwise exempt under Oregon law.
- b. **Standards and Procedures not identified in rule.**
  - (1) Special Reporting Requirements
    - (a) Upon ODHS' written request, CDDP will provide data and information relative to the implementation of Eligibility and

Licensing Services within the time specified by ODHS in its request to CDDP.

- (b) CDDP must ensure applications, determinations and reason for decision is documented in eXPRS as outlined in OAR 411-320-0080. Upon request from ODHS, the CDDP must complete the eligibility tracking document and provide a response within 30 calendar days of request.
- (2) Billing and Payment Procedures
- (a) ODHS will provide CDDP with funding for Eligibility and Licensing Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.
  - (b) ODHS will disburse funding for Eligibility and Licensing Services for a specified period of time equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time. Any recovery of funding will be done as outlined in Exhibit B Part 3 of this Agreement.
- (3) CDDP, as a Provider of Eligibility and Licensing Services that are funded by ODHS, must:
- (a) Employ an identified individual as an Eligibility Specialist, as defined in OAR 411-320-0020 (14), and meet qualifications outlined in OAR 411-320-0030 (5)(d), to perform the duties outlined in OAR 411-320-0030 (9)(b) and OAR 411-415-0050; or have an agreement with another CDDP to perform eligibility determination for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform eligibility determinations, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.
  - (b) Employ an identified individual as a Licensor who meets qualifications indicated in OAR 411-320-0030 (5)(g) and performs the duties outlined in OAR 411-320-0030 (9)(e); or have an agreement with another CDDP to perform foster care licensing and certification for the CDDP receiving the Eligibility and Licensing funding. If there is an agreement with another CDDP to perform foster care licensing and certification, the agreement must include the provision of Eligibility and Licensing Services in that CDDP's Program Area.
  - (c) Employ sufficient staff to perform the eligibility determinations and licensing duties within required timelines for its own CDDP and the CDDP with whom it is subcontracting if performing these duties for another county.



- (d) Use ODHS approved systems, forms, and procedures for eligibility determination services.
- (e) Inform ODHS' Office of Developmental Disabilities Services (ODDS) of the name(s) of the CDDP's designated Eligibility Specialist(s) and notify ODDS if the CDDP assigns a new Eligibility Specialist.
- (f) Will determine an Individual's eligibility for Services within the time frames identified by ODHS in OAR 411-415-0030 and OAR 411-320-0080.
- (g) Ensure that an Eligibility Specialist (ES), or the ES processor with the appropriate training and eXPRS user role, completes the appropriate eligibility paperwork and intake screens in eXPRS.
- (h) Complete the eXPRS eligibility within ten business days of any eligibility determination or change.
- (i) Complete the supplemental LOC assessment through the Oregon Needs Assessment, in compliance with OAR 411-415-0060.

## **12. Case Management Operations.**

- a.** Case Management Operations encompass the activities related to the general administration and management of a Community Developmental Disabilities Program (CDDP). These activities include, but are not limited to, ensuring that all CDDP staff receive necessary training, that all services offered by the CDDP are understood by staff, as well as the rules that govern those services, and that all staff comply with OAR Chapter 411, Division 320 as it describes the requirements of CDDP staff.
- b.** Case Management Services are delivered to Individuals who are eligible for Intellectual and or Developmental Disabilities Services (I/DD Services) funded by ODHS in an identified Program Area.
- c. General Performance Requirements.**
  - (1) For each eligible Individual receiving Case Management Services, the CDDP shall create and submit a Client Prior Authorization (CPA) in eXPRS for Case Management Services within five business days of the CDDP's determination that the Individual is eligible for Case Management Services. Updates or changes to an Individual's eligibility or service period for Case Management Services must be reflected in the Individual's CPA within five business days of the CDDP's receipt of notification of change. The Case Management CPAs that are submitted successfully by the CDDP and are accepted through eXPRS will serve as the CDDP enrollment roster for Case Management Services.
  - (2) Providers of Case Management Services funded by ODHS shall:
    - (a) Comply with the requirements of OAR Chapter 411 Division 320 "Community Developmental Disabilities Program" and Division

415 “Case Management Services for Individuals with Intellectual or Developmental Disabilities”, as such rules may be revised from time to time.

- (b) Complete annual plan entry into eXPRS for any Plan of Care Services under the guidelines identified in OAR 411-415-0070 “Service Planning”. Failure to follow the guidelines identified may result in payment withholding for services rendered or other actions as deemed appropriate by ODHS.
- (c) Develop, maintain, and effectively implement systems and procedures for the timely and accurate documentation of Case Management Services.
- (d) Comply with all ODHS requirements designed to assure the timely and accurate enrollment, Service Authorization, and service payment for Individuals receiving Case Management Services.
- (e) Ensure that all Claims billed are for activities that meet ODHS guidelines for Case Management.
- (f) Ensure each Individual receiving Case Management Services is eligible for DD Services, with eligibility determined in accordance with OAR Chapter 411, Division 320, as such rules may be revised from time to time.
- (g) Complete and submit Case Management Service eligibility or enrollment information via established methods, and update forms following instructions and using forms(s) or method(s) designated by ODHS. Failure to submit the Case Management Service eligibility or enrollment form may delay the approval of the service authorization for Case Management Services.
- (h) Ensure that all Oregon Administrative Rules and ODHS policies, procedures, and Transmittals are complied with and that CDDP staff provide Case Management Operations in compliance with Exhibit B Part 2 of this Agreement.

**d. Special Reporting Requirements.**

- (1) Upon the written request of ODHS, the CDDP shall supply data and information relative to the implementation of Case Management Services within 14 business days of request, unless otherwise mutually agreed upon.
- (2) CDDP shall respond to ODHS staff inquiries or written requests for additional information within five business days of a request pertaining to a complaint or administrative hearing to include, but not be limited to, eligibility or service complaints and hearings.

- (3) Upon reasonable notice, CDDP staff shall cooperate in any administrative hearing as a witness at any stage of the hearing or any other legal matters arising from their role including, but not limited to, eligibility or service complaints.

**e. Funding for Case Management Services.**

- (1) Case Management funding is based upon the amount of qualified billable RFFS Claims submitted by the Provider of Case Management Services, up to the monthly amount authorized by the CDDP's Case Management service authorization.
- (2) Case Management funding is paid to the CDDP after the Claims processing cycle on the 15<sup>th</sup> of the month based on Title XIX eligible Claims cleared since the first of the month. Title XIX eligible Claims made for the previous month(s) that have cleared but have not previously been paid, will also be processed for payment at this time up to the monthly authorized amount. General fund Claims submitted for the time period between the 1<sup>st</sup> of the month and the 15<sup>th</sup> of the month will be held until the next monthly Claims processing cycle described in 12.e.(3) of this Exhibit B Part 2.
- (3) Case Management funding is paid to CDDP after the Claims processing cycle on the last day of the month based on:
  - (a) If any funds remain or are available in the monthly authorized amount;
  - (b) Title XIX eligible Claims cleared since the 15<sup>th</sup> will be processed and paid first;
  - (c) Title XIX eligible Claims cleared but not yet paid for the previous month(s) will be processed and paid second up to the maximum monthly authorized amount;
  - (d) If any funds remain or are available for the month after payment of the Title XIX eligible Claims, general fund Claims that have cleared that month will be processed and paid third; and
  - (e) General fund Claims cleared but not yet paid for the previous month(s) will be processed and paid fourth until the monthly authorized amount is exhausted.
- (4) ODHS is not obligated to provide funding for any Case Management Services that are not properly documented in Individual case files, or are not properly reported through eXPRS within 12 months of the Case Management Service, and by the date 60 calendar days after the earlier of expiration or termination of the Agreement; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDP's obligation to include the Program Area in which the Case Management Services are provided.

- (5) Provider of Case Management Services shall resolve all Provider Liability Accounts (PLA) as shown in eXPRS relating to Case Management Services, by ensuring the PLA ending balance is zero, within 60 calendar days after the earlier of expiration or termination of the Agreement with ODHS; termination of ODHS' obligation to provide funding for Case Management Services; or termination of CDDPs obligation to include the Program Area in which the Case Management Services are provided.
- (6) Each Individual receiving Case Management Services must have an active, accepted CPA within eXPRS for the period the Case Management Services are provided to the Individual in order for Provider to submit a qualifying Claim.
- (7) For each unit of Case Management Services reported in eXPRS as delivered to an Individual, a qualifying billable Case Management Service must have been delivered to the Individual and sufficiently documented in progress notes within the Individual's file. ODHS will not provide funding for more than one billable Case Management Service or unit per Individual per day. CDDP will void or back out any submitted claims that are determined not to meet Case Management Services.

### **13. Abuse Investigation Services.**

- a. Abuse Investigation Services for adults include responding to abuse allegations, accessing protective services in coordination with Case Management Entities, and assuring that the abuse allegations are appropriately investigated and reported. CDDP must operate a Community Developmental Disabilities Program, or have a service agreement with another CDDP, to perform abuse investigation activities. The abuse investigator specialist serves as the "designee" of ODHS under ORS 430.731, 430.735 to 430.765.
- b. **General Performance Requirements.**
  - (1) When providing Abuse Investigation Services for ODHS, CDDP will:
    - (a) Comply with OAR Chapter 411, Division 320 "Community Developmental Disabilities Program", as such rules may be revised from time to time.
    - (b) Comply with ORS 430 and OAR Chapter 407, Division 045 "Office of Training, Investigations and Safety "(OTIS), as such statutes and rules may be revised from time to time.
    - (c) Comply with ODHS policies and procedures and ODHS Transmittals requesting action or providing policy information.
  - (2) CDDP must employ individuals as abuse investigators or have an agreement with an identified CDDP or Subcontractor, to perform abuse investigation activities which include the provision of Abuse Investigation Services in a Program Area and who will be referred to as the "Abuse Investigator".

- (3) CDDP or Subcontractor shall employ, provide training, and require attendance to mandatory training for Abuse Investigators indicated in the Workload Model for Abuse Investigation Services within the funding allotted.
- (4) Abuse Investigators must use a State approved information system, forms, and procedures for acting on mandatory abuse reports, assessing protective services, and conducting investigations for documentation of findings regarding abuse allegations.
- (5) Abuse Investigators must complete the abuse investigation duties within the timelines outlined in rule. Any variance to the investigation rules in OAR Chapter 407, Division 45 “Office of Training, Investigations and Safety” must be reviewed and approved by OTIS.
- (6) Abuse Investigators must participate in quarterly meetings held by OTIS.
- (7) Upon reasonable notice, Abuse Investigators must participate in a contested case matter, including as a witness, at any stage of the hearing or any other legal matters arising from their role.
- (8) Abuse Investigators must participate in the county multidisciplinary team relative to ORS 430.739 “County multidisciplinary teams; protocols; reports” and provide any requested data and information needed to comply with ORS 403.739 and OAR Chapter 407, Division 45.
- (9) Per ORS 430.731(3) a person employed by a CDDP as a case manager may not serve as the lead investigator of an allegation of abuse of a person with a developmental disability.
- (10) A CDDP may identify a back-up Abuse Investigator who is also a case manager or Services Coordinator. Back-up Abuse Investigators must complete the Investigator Core Competencies training as delivered by OTIS. A back-up Abuse Investigator may be used in a situation where the primary Abuse Investigator is absent or temporarily unavailable. If a case manager is the back-up Abuse Investigator, the case manager cannot serve as the investigator for an allegation involving an adult they case manage.
- (11) In circumstances where a CDDP may have a potential conflict of interest, OTIS should be consulted as prescribed in OAR Chapter 407, Division 45. A conflict of interest is limited to cases where a CDDP employee is the accused person, there is a familial relationship to the investigator, or the allegation is a highly sensitive issue requiring outside investigation.
  - (a) The Abuse Investigator must consult with OTIS to confirm the conflict of interest and then coordinate the out of CDDP investigation with the assigned OTIS special investigator.
  - (b) OTIS, in consultation with the Abuse Investigator, will determine if there is an actual or potential conflict of interest that cannot be remedied through assignment to another abuse investigation provider.

- (c) OTIS will provide a written response regarding the outcome of the formal request to the original investigator within 24 hours.

**c. Special Reporting Requirements.**

Upon ODHS’ written request, a CDDP will provide data and information relative to the implementation of Abuse Investigation Services within the time specified by ODHS in its request to CDDP.

**d. Billing and Payment Procedures.**

- (1) ODHS will provide CDDP with funding for Abuse Investigation Services by entering a Service Element Prior Authorization (SEPA) and Provider Prior Authorization (PPA) based on the approved CDDP Workload Model or its funding level for FTE staff.
- (2) ODHS will disburse funding for Abuse Investigation Services, for a specified period of time, in an amount equal to the monthly amount set forth in the accepted SEPA and approved in the PPA, as such amounts may be updated from time to time, subject to the following:
  - (a) If CDDP fails to deliver Abuse Investigation Services for part of a month, the funding for Abuse Investigation Services for that month will be prorated and ODHS may reduce future disbursements of Abuse Investigation funds accordingly.
  - (b) If requested by ODHS, CDDP shall also accept an appropriate SEPA Adjustment to amend funding for Abuse Investigation Services as a result of a CDDP’s failure to deliver the Abuse Investigation Services for a full month.

**14. Centralized Abuse Management System Procedures.**

**a.** CDDP must record all serious incidents, complaints of abuse, death reviews, and abuse investigations in the ODHS approved Centralized Abuse Management (CAM) System.

**b. Abuse Data Measures.**

#	Metric	Metric Explanation
(1)	Timeliness of First Contact	Abuse investigations meeting applicable response times according to OAR.
(2)	Investigation Cycle Time	Number of days from opening an investigation to the date the investigation is closed.
(4)	Screening Timelines	Allegations screened in compliance with OAR timelines.
(5)	Caseload Ratio	Number of investigations opened per abuse investigator.

(6)	Re-abuse Rates	Number of victims with multiple substantiations of abuse.
(7)	Core Competency Training	Number of new investigators who complete Core Competency Training within 6 months of hire.
(8)	Annual Training Hours	Number of abuse investigators who complete 20 hours of annual training.
(9)	Serious Incidents and Investigations	Number of investigations with related serious incidents.

**c. Serious Incident Measures.**

#	Metric	Metric Explanation
(1)	Serious Incidents Entered	Number of serious incidents meeting applicable entry timelines.
(2)	Serious Incidents Closed	Number of serious incidents meeting closure timelines.
(3)	Serious Incident Recommended Actions	Number of serious incidents recommended actions with documented outcome.
(4)	Serious Incident Types	Number of serious incidents reported.

**d.** ODHS in coordination with CDDP will gather baseline data and establish appropriate compliance targets for the identified measures.

**e.** CDDP will be responsible for gathering data, outlining patterns and trends, and reporting on compliance within the agreed upon measures.

**f.** At a minimum, CDDP will submit quarterly data reports on an approved ODHS template.

**g.** The quarterly data reports and the trend reports described below will be provided to [IncidentMgmt.TechAssistance@dhsosha.state.or.us](mailto:IncidentMgmt.TechAssistance@dhsosha.state.or.us) .

**h.** ODDS will outline the reporting timelines for the CDDP:

**i. Quarterly Trend Reports.**

- (1) A comparison of actual trend results versus trend targets for the current period and at least the two previous periods.
- (2) A proposed action plan for each measure not in compliance with the agreed upon compliance targets.
- (3) An action plan will include:
  - (a) An analysis/statement of the root causes/reasons for not meeting the compliance targets.

- (b) A description of solutions identified and recommended by the CDDP in order to meet the agreed measures.
- (c) A timeframe for implementing the solutions.



**EXHIBIT B PART 3****Financial Terms and Conditions****1. Disbursement of Payments.**

- a. Disbursement Generally.** Subject to the conditions precedent to disbursement set forth in subsection c. below, ODHS shall disburse the payments described in the SEPA to CDDP and or Subcontractors in accordance with the procedures set forth in this Section 1 and, as applicable, in Exhibit B Part 2 “Service Element Standards and Procedures”. Disbursement procedures may vary by DD Service.
- If County subcontracts any or all Service(s) covered under this Agreement, County must forward all funds related to the Services subcontracted to Subcontractor within ten business days of receipt from ODDS. If the entire CDDP program is subcontracted County cannot retain any of the funding.
- b. Disbursements Remain Subject to Recovery.** All disbursements of funds to CDDP and or Subcontractors under this Agreement remain subject to recovery from CDDP, in accordance with Section 7 below, as a Misexpenditure.
- c. Conditions Precedent to Disbursement.** ODHS’ obligation to disburse payments to CDDP and or Subcontractors under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No CDDP default as described in Exhibit E “Standard Terms and Conditions” has occurred.
  - (2) CDDP’s representations and warranties set forth in Section 4 “Representations and Warranties” of Exhibit E “Standard Terms and Conditions” are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.


**2. Use of Funding.**

- a.** CDDP shall use all funds disbursed to CDDP under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver DD Services during the term of this Agreement. Depositing these contracted funds into a single pool, making one dollar indistinguishable from another, is prohibited and subject to audit. However, CDDP may deposit funds from different sources, including the funds from ODHS, into a single account if the different funding streams are accounted for and trackable, sometimes referred to as “braiding.”
- b.** CDDP shall not use the funds for indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if CDDP does not have a federally approved Negotiated Indirect Cost Rate. If the CME was issued an approved Negotiated Indirect Cost Rate with CMS proof of this rate must be submitted. No documentation is required to justify the 10% de minimis indirect cost rate. However, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

**3. Effect of Amendments Reducing Funding.**

- a. If CDDP and ODHS amend the SEPA to reduce the amount of funding awarded for a particular DD Service, CDDP is not required by this Agreement to utilize other CDDP funds to replace the funds no longer received under this Agreement as a result of the amendment and CDDP may, from and after the date of the SEPA, reduce the quantity of that DD Service included in its CDDP commensurate with the amount of the reduction in funds awarded for that DD Service.
- b. If a CDDP receives Local Match funding to recoup the reduced funding, DD Services may not be reduced. Nothing in the preceding sentence shall affect CDDP's obligations under this Agreement with respect to payments disbursed by ODHS under this Agreement or with respect to DD Services delivered.

**4. Audit Requirements.**

- a.  ~~CDDP, or~~ a CDDP operated by a non-county Subcontractor, is required to submit to ODHS an Audit within 120 calendar days of the end of the previous fiscal or biennial period. Audits must:
  - (1) Cover the entire previous fiscal or biennial period and include all federal and state funds provided to CDDP as part of this Agreement.
  - (2) Must be submitted directly to [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us) by the auditing agency or a Certified Public Accountant (CPA).
- b. Failure to submit a proper Audit within 120 calendar days of the end of the previous fiscal or biennial period may result with ODHS withholding further funding to CDDP until Audit is submitted to ODHS. ODHS may allow for one 60-calendar day extension to this if the CDDP can document due diligence in attempting to meet the requirements of this subsection prior to the end of the 120-calendar day period.

**5. Carryover.**

- a. Funds received by CDDP for the Service Elements Eligibility and Licensing and Abuse Investigations that remain available at the close of a State fiscal year or a biennium, may be retained by CDDP upon ODHS review and approval ("Carryover"). The amount or percentage of funding to be retained by CDDP shall be determined by ODHS. Any amount of Carryover funds authorized by ODHS is to be used by CDDP in support of DD Services provided to Individuals as approved by ODHS and may not be co-mingled with other County programs or departments.
- b. Carryover funds retained from a previous biennium must be reported to ODHS to the [cau.invoice@dhsosha.state.or.us](mailto:cau.invoice@dhsosha.state.or.us) email using the form provided by ODHS. The report must include the following:
  - (1) Amount of awarded funds or other compensation paid directly to the CDDP under this Agreement.

- (2) A written description of how the Carryover funds will be used by CDDP to increase DD Services or cover costs of DD Services under the same Service Element for which the funds were awarded to CDDP in the previous biennium.

**6. Process for Settlement.**

CDDP shall cooperate with ODHS during the biennial, or any interim, Settlement process for those DD Services where funds are paid directly to CDDP or as defined in Exhibit B Part 2 of this Agreement.

- a. ODHS will analyze the ODHS paid versus CDDP expended funds, for each DD Service funded under this Agreement directly to CDDP, for the timeframe of the Settlement process. Upon completion of the ODHS analysis, ODHS will notify CDDP via an e-mail addressed to the CDDP Administrator of the results of its Settlement process (“Settlement Notification”). The Settlement Notification will include the following:
  - (1) Settlement Cover Letter, and
  - (2) Initial Settlement Report.
- b. CDDP shall have 90 calendar days from the date of the Settlement Notification to respond with corrections, additional information, or acceptance of the Settlement amount as presented by ODHS.
- c. CDDP shall submit any additional information or corrections on the spreadsheet provided in the Initial Settlement Report per the instructions in the Settlement packet, as well as any documentation needed to support a disputed amount (the “Response File”).
- d. ODHS shall review and respond to CDDP’s Response File within 120 calendar days of receipt of the Response File. ODHS shall clearly identify in a revised Settlement Notification, emailed to the CDDP Administrator, which items ODHS has accepted or denied.
- e. Any additional backup documentation provided by CDDP is subject to 42 CFR §447.45 Medicaid Claims which allows Medicaid match for new Claims if paid within 12 months from date of Service and seven quarters plus current quarter for corrections to existing Claims.
- f. If ODHS and CDDP continue to disagree as to the Settlement amount, the parties may agree to further appropriate dispute resolution processes, subject to Exhibit E Section 20 “Resolution of Disputes” of this Agreement.
- g. The final Settlement Notification sent by ODHS to CDDP shall indicate the amount and the expected date of payment to ODHS by way of a check from CDDP or recovery through future payments in the manner described in this Exhibit B Part 3. If funds are to be paid to CDDP, the final Settlement Notification shall indicate the amount and the expected date of payment by check from ODHS. Any disputes to the final Settlement Notification shall be resolved through the appeals processes as outlined in this Exhibit B Part 3.

**7. Recovery of Funding for Misexpenditure.**

- a.** If ODHS identifies a Misexpenditure of moneys disbursed to CDDP under this Agreement, ODHS shall provide CDDP by e-mail with written notice thereof and ODHS and CDDP shall engage in the process described in subsection 7.b. below.
- b.** From the date of the notice of Misexpenditure, CDDP shall have the lesser of (1) 60 calendar days, or (2) if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) that ODHS has to appeal a final written decision from the federal government, to either:
  - (1) Make a payment to ODHS of the full amount of the noticed Misexpenditure identified by ODHS; or
  - (2) Notify ODHS that CDDP wants to repay the amount of the noticed Misexpenditure from future payments pursuant to subsection 7.d. below; or
  - (3) Notify ODHS that it wants to engage in the applicable appeal process set forth in subsection 7.c. below.
- c. **Appeal Process for Misexpenditure.****

If CDDP notifies ODHS that it wants to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable.

- (1) **Appeal from ODHS-Identified Misexpenditure.**

If ODHS' notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 34 b. or c. of Exhibit A "Definitions", CDDP and ODHS shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure.

  - (a) CDDP and ODHS shall engage in non-binding discussions to give CDDP an opportunity to present reasons why it claims that there is no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by ODHS; and to give ODHS the opportunity to reconsider its notice of recovery.
  - (b) CDDP and ODHS may negotiate an appropriate apportionment of responsibility for the recovery of a Misexpenditure. At CDDP's request, ODHS will meet and negotiate with the CDDP in good faith concerning appropriate apportionment of responsibility for recovery of a Misexpenditure. In determining an appropriate apportionment of responsibility, CDDP and ODHS may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure.

- (c) If ODHS and CDDP reach agreement on an amount owed to ODHS, CDDP shall, promptly repay that amount to ODHS by issuing payment to ODHS or direct ODHS to withhold future payments pursuant to subsection 7 d. below.
  - (d) If ODHS and CDDP continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration.
- (2) Appeal from Federal-Identified Misexpenditure.
- (a) If ODHS' notice of Misexpenditure is based on a Misexpenditure of the type described in Section 34 a. of Exhibit A "Definitions" and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid Fraud or abuse, then CDDP may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that ODHS appeal the determination of improper use, notice of disallowance, or other federal identification of improper use of funds, in accordance with the process established or adopted by the federal agency.
  - (b) If CDDP so requests that ODHS appeal the determination of improper use of Federal Funds, federal notice of disallowance, or other federal identification of improper use of funds, the amount in controversy shall, at the option of CDDP, be retained by CDDP or returned to ODHS pending the final federal decision resulting from the initial appeal.
  - (c) If CDDP does request, prior to the deadline set forth in (2) (a) above, that ODHS appeal, ODHS shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. CDDP and ODHS shall cooperate with each other in pursuing the appeal.
  - (d) If the Grant Appeals Board or its equivalent denies the appeal, then either CDDP, ODHS, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the

initial appeal is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below. To the extent that CDDP retained any of the amounts in controversy while the appeal was pending, CDDP shall pay to ODHS the interest, if any, charged by the federal government on such amount.

- (e) If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of Federal Funds, the notice of disallowance or other federal identification of improper use of funds or CDDP does not request that ODHS pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if ODHS does not appeal, then within 90 calendar days of the date the federal determination of improper use of Federal Funds, the federal notice of disallowance, or other federal identification of improper use of funds is final, CDDP shall repay to ODHS the amount of the noticed Misexpenditure by issuing a payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below.
- (f) If CDDP does not request that ODHS pursue an appeal of the determination of improper use of Federal Funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline, but ODHS nevertheless appeals, CDDP shall repay to ODHS the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to ODHS or by directing ODHS to withhold future payments pursuant to subsection 7 d. below.
- (g) If the Misexpenditure was expressly authorized by a ODHS rule or a ODHS writing that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, CDDP will not be responsible for repaying the amount of the Misexpenditure to ODHS, provided that:
  - i. Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, CDDP and ODHS will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
  - ii. For purposes of this section, a ODHS writing must interpret this Agreement or a ODHS rule and be signed by the

Director of ODHS or by one of the following ODHS officers concerning DD Services:

Director of the Office of Developmental Disabilities Services;

Deputy Director of the Office of Developmental Disabilities Services;

Chief Operating Officer of the Office of Developmental Disabilities Services.

ODHS shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon CDDP request, ODHS shall notify CDDP of the names of individual officers with the above titles. ODHS shall send ODHS writings described in this paragraph to CDDP by mail and e-mail and to CDDP's directors by e-mail.

- iii. The ODHS writing must be in response to a request from the CDDP for expenditure authorization, or a statement intended to provide official guidance to the CDDP or counties generally, for making expenditures under this Agreement. The ODHS writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- iv. If the ODHS writing is in response to a request from CDDP for expenditure authorization, the request must be in writing and signed by the director of a CDDP department with authority to make such a request or by CDDP Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- v. A ODHS writing expires on the date stated in the writing, or if no expiration date is stated, upon expiration of this Agreement. An expired ODHS writing continues to apply to CDDP expenditures that were made in compliance with the writing and during the term of the writing.
- vi. ODHS may revoke or revise a ODHS writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority. However, ODHS is not responsible for a Misexpenditure that was based on a ODHS writing that was effective at the time of the Misexpenditure.

- vii. The ODHS rule or the ODHS writing does not authorize an expenditure that this Agreement prohibits.

**d. Recovery of Misexpenditure from Future Payments.**

- (1) To the extent that ODHS is entitled to recover a Misexpenditure pursuant to subsection 7 b. above, ODHS may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by ODHS, including, but not limited to, any amount owed to CDDP by ODHS under this Agreement, or any amount owed to County by ODHS under any other contract or agreement between County and ODHS, present or future.
- (2) ODHS shall provide the CDDP with written notice of its intent to recover the amount of the Misexpenditure as set forth in this section from amounts owed CDDP by ODHS, and ODHS shall identify the amounts owed by ODHS to CDDP which ODHS intends to offset to recover the Misexpenditure amount, including the contracts or agreements, if any, under which the amounts owed arose and those other contracts or agreements from which ODHS wishes to deduct payments.
- (3) CDDP shall then have 14 calendar days from the date of ODHS' notice in which to request the deduction be made from other amounts owed to County by ODHS and identified by CDDP. ODHS shall comply with CDDP's request for alternate offset.
- (4) In the event that ODHS and the CDDP are unable to agree on which specific amounts, owed to CDDP by ODHS, ODHS may offset in order to recover the amount of the Misexpenditure, then ODHS may select the particular contracts or agreements between ODHS and CDDP and amounts from which it will recover the amount of the Misexpenditure, after providing notice to CDDP, and within the following limitations:
  - (a) ODHS shall first look to amounts owed to CDDP (but unpaid) under this Agreement.
  - (b) If that amount is insufficient, then ODHS may look to any other amounts currently owing or owed in the future to County by ODHS.
  - (c) In no case, without the prior consent of County, shall ODHS deduct from any one payment due County under the contract or agreement from which ODHS is offsetting funds an amount in excess of twenty-five percent (25%) of that payment.
  - (d) ODHS may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

**8. Additional Settlement and Misexpenditure Provisions.**

- a. CDDP shall cooperate with ODHS in the Settlement process throughout the Agreement term and with the Agreement Settlement process upon termination or expiration of the Agreement.



- b. ODHS' right to recover through Settlement and the Misexpenditure process from CDDP under this Agreement is not subject to or conditioned on CDDP's recovery of any money from any other entity.
- c. If the exercise of ODHS' right to offset under this provision requires CDDP to complete a re-budgeting process, nothing in this provision shall be construed to prevent CDDP from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- d. Nothing in this provision shall be construed as a requirement or agreement by CDDP to negotiate and execute any future contract with ODHS.
- e. Nothing in this Section 8 shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

**9. Resolution of Disputes over Additional Funds Owed CDDP After Termination or Expiration.**

If, after termination or expiration of this Agreement, CDDP believes that ODHS disbursements of funds under this Agreement for a particular DD Service are less than the amount of funds that ODHS is obligated to provide to CDDP under this Agreement for that DD Service, as determined by the Agreement Settlement, and in accordance with the applicable funding calculation methodology, CDDP shall provide ODHS with written notice thereof. ODHS shall have 90 calendar days from the effective date of CDDP's notice to pay CDDP in full or notify CDDP that it wishes to engage in a dispute resolution process. If ODHS notifies CDDP that it wishes to engage in a dispute resolution process, CDDP and ODHS' Agreement Administrator shall engage in non-binding discussion to give ODHS an opportunity to present reasons why it believes that it does not owe CDDP any additional funds or that the amount owed is different than the amount identified by CDDP in its notices, and to give CDDP the opportunity to reconsider its notice. If ODHS and CDDP reach agreement on the additional amount owed to CDDP, ODHS shall promptly pay that amount to CDDP. If ODHS and CDDP continue to disagree as to the amount owed, the parties may agree to further appropriate dispute resolution processes, including, subject to Department of Justice and CDDP Counsel approval, binding arbitration. Nothing in this Section 9 shall preclude CDDP from raising underpayment concerns at any time prior to termination or expiration of this Agreement.

**EXHIBIT C****Special Terms and Conditions****1. CDDP Authorization of Client Services.**

- a. CDDP shall submit a service authorization for the DD Services CDDP is responsible to authorize that are identified in Exhibit B Part 2 Section 1 “Provision of Services” of this Agreement.
- b. CDDP shall upload all applicable documentation supporting the service authorization and rates within eXPRS. Supporting documentation does not include the ISP.
- c. CDDP shall follow current Service Element Standards and Procedures as identified in Exhibit B Part 2 of this Agreement in establishing a service authorization.
- d. CDDP shall end all applicable service authorizations within 10 business days of the date the Individual exits a DD Service or Services.
- e. CDDP shall not authorize a Provider to begin or continue delivery of Services if the Provider’s enrollment in eXPRS and any required credentials for the Service are incomplete or have lapsed.

**2. ODHS Approval of CDDP Authorized Services.**

- a. ODHS may randomly review CDDP authorizations and associated documentation for DD Services. If ODHS has questions or finds errors in CDDP submitted documentation, ODHS shall work with CDDP and any other lawful parties to remedy the outstanding issues.
- b. ODHS reserves the option, in its sole discretion, to require CDDP to terminate a plan or any element of a plan entered into POC upon determining that the DD Services were authorized outside of the requirements for the Service; or the plan procedure code was affected by statute, rules, or ODHS policies or procedures; or the Services were not authorized under this Agreement.

**3. Appointment of CDDP Administrator.**

The CDDP employee, identified by the CDDP via e-mail to ODHS as the “CDDP Administrator”, is authorized to:

- a. Amend the Service Element Prior Authorization (SEPA), on behalf of CDDP, and amend this Agreement by execution and delivery of amendments in the name of CDDP in hard copy, electronically, or, with respect to the SEPA only, through electronic acceptance of SEPA Adjustments in eXPRS.
- b. Enable, on behalf of CDDP, the disbursement of funds under this Agreement that is described in the SEPA, through submission and modification of service authorizations, either electronically through eXPRS or by submission of hard copy documents to ODHS; and to authorize Providers, to submit Disbursement

Claims on behalf of CDDP, either electronically through eXPRS or by submission of hard copy documents to ODHS.

- c.** Authorize others, including but not limited to CDDPs subcontracting with a County, to take one or more of the foregoing actions on behalf of CDDP except for authorizing amendments to this Agreement and SEPAs.

**EXHIBIT D****General Terms and Conditions**

- 1. Operation of CDDP.** County shall operate or subcontract for the operation of a CDDP during the term of this Agreement. If County wishes to subcontract the operation of a CDDP, the Subcontract must comply with the terms of this Agreement, including but not limited to, Exhibit E, Section 21. If County subcontracts the entire CDDP duties, County will be obligated to pass all funds received for the CDDP to the Subcontractor.
- 2. Usage of Funds.** County must hire as many FTEs as possible per the funding allocated within the Workload Model. County shall employ and provide training for all employees and meet the requirements documented in this Agreement, Oregon Revised Statutes, and Oregon Administrative Rules. County shall operate their CDDP within the applicable federal and state rules, regulations, and the terms of this Agreement. All funds received by the County must be used exclusively for the purposes of conducting DD Services.
- 3. Reporting Requirements.**

County shall report the FTEs utilized for the Service Elements Eligibility and Licensing, Case Management including Local Match, and Abuse Investigations, if applicable, to ODHS semi-annually or when requested by ODHS. In addition to the FTEs, this report shall include how the FTE's are calculated. ODHS may prescribe the format to be used for this reporting. In addition, County shall provide the days and hours of operation of the CDDP in Attachment #1 as described in Section 5 of Exhibit B Part 1.
- 4. Subcontracts.**
  - a.** If County chooses to subcontract any or all CDDP Services under this Agreement County must submit a Notice of Intent to Subcontract to [odds.contract@dhsosha.state.or.us](mailto:odds.contract@dhsosha.state.or.us) for review prior to subcontracting. The notice must include, but is not limited to, the name of proposed Subcontractor, qualifications, and services to be subcontracted.
  - b.** County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all certificates, authorizations and other approvals as identified in the applicable Service Element Standards and Procedures and OARs.
  - c.** If County subcontracts a CDDP Service, or portion thereof, from a Subcontractor, the Subcontract with County must be in writing and contain each of the provisions set forth in Exhibit G Part 1, "Required Subcontractor Provisions" in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract with County under the terms of this Agreement, or that are necessary to implement DD Service delivery in accordance with the applicable Service Element Standards and Procedures and any special conditions.
  - d.** County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to DHS within 90 days of the execution of this Agreement, 90 days of any Amendment to this Agreement, or

upon request. Subcontracts must be submitted to [odds.contracts@dhsosha.state.or.us](mailto:odds.contracts@dhsosha.state.or.us).

- e. In accordance with ORS § 430.670 (3), any private corporation that contracts with a county or the Department of Human Services to operate a developmental disabilities program shall provide an opportunity for competition among private care providers when awarding Subcontracts for provision of services described in ORS 430.630 (1) to (3) and 430.664.
5. **ODHS Reports.** To the extent resources are available to ODHS to prepare and deliver the information, ODHS shall, during the term of this Agreement, provide County with summary reports from data and other Individual data reported to ODHS under this Agreement.
6. **Technical Assistance.** During the term of this Agreement, ODHS shall provide technical assistance to County in the delivery of DD Services to the extent that funding is allocated to ODHS for this purpose. If the provision of technical assistance to County concerns a Provider or Subcontractor, ODHS may require, as a condition to providing the assistance, that County take all reasonably necessary action with the Provider or Subcontractor to facilitate the technical assistance.
7. **Amendments Proposed by ODHS.** Subject to Exhibit E Section 27 “Amendments; Waiver; Consent”, County shall review all pending Agreement amendments prepared and presented to County by ODHS by e-mail and act within 60 calendar days of County’s receipt of pending amendment. If County chooses to accept an amendment, County shall follow ODHS’ procedures for signing and returning the amendment to ODHS. If County chooses to reject an amendment, County must submit an e-mail detailing the reason for the rejection to County’s assigned ODHS Agreement Administrator.
8. **eXPRS Administration.**
  - a. The County’s contract number in eXPRS is 157836.
  - b. **Designation of Direct Contract Chief Security Officer.**
    - (1) The Case Management Entity Administrator may request in writing to designate to ODHS any individual(s) authorized to perform the duties of the security role, in compliance with Exhibit H Part 1 “Privacy and Security Agreement”, currently titled Direct Contract Chief Security Officer (DCCSO), or as such role may be renamed by ODHS.
    - (2) Upon approval of the request, ODHS will send the DCCSO a UserID for accessing eXPRS. If County wishes to designate a substitute DCCSO, the CME Administrator may do so by subsequent written notice to ODHS.
    - (3) The individual designated as the DCCSO is responsible to ensure that County is in compliance with the Privacy and Security Agreement requirements described in Exhibit H Part 1 of this Agreement.
    - (4) If the CME Administrator does not designate another County employee as the DCCSO, the CME Administrator will be designated as the DCCSO and will act as the DCCSO on behalf of the County.

**c. Responsibilities of Direct Contract Chief Security Officer.**

- (1) The DCCSO shall assign, maintain, and revoke all eXPRS user account securities for County staff.
  - (a) The DCCSO may only assign, maintain, or revoke user account securities upon receipt of the ODHS eXPRS User Enrollment Form signed by the ODHS manager.
  - (b) ODHS eXPRS User Enrollment Form must be maintained by the County.
- (2) The DCCSO shall ensure County staff are in compliance with all eXPRS policies and procedures.

**d. Revocation of UserIDs and SEPA Pass Phrase by ODHS or County.**

- (1) ODHS may revoke a UserID or SEPA Pass Phrase if ODHS determines that revocation is reasonably necessary for technical or security reasons.
- (2) A UserID or SEPA Pass Phrase may be revoked if ODHS or the County determines:
  - (a) The UserID or SEPA Pass Phrase was not properly issued or created or was obtained by fraud.
  - (b) The UserID or SEPA Pass Phrase has or may have been lost, disclosed, compromised, or subjected to unauthorized use.
  - (c) The County has revoked or modified the authorization of the CME Administrator.
  - (d) County is in default under this Agreement.
- (3) If ODHS revokes a UserID or SEPA Pass Phrase under this Section 8, ODHS will notify the County promptly thereafter.
- (4) ODHS may, without notice to the County, revoke all UserIDs and SEPA Pass Phrases upon termination or expiration of this Agreement.

**9. Alternative Formats and Translation of Written Materials, Interpreter Services.**

- a. In connection with the delivery of Service Element services, County shall make available to Client, without charge, upon the Client's reasonable request:
  - (1) All Written Materials related to the Services provided to the Individual in alternate formats.
  - (2) All Written Materials related to the Services provided to the Individual in the Individual's preferred format and or language.
  - (3) Oral interpretation services related to the Services provided to the Individual in the Individual's preferred format and or language.
  - (4) Sign language interpretation services and telephone communications access services related to the Services provided to the Individual.

- b. For purposes of the foregoing, “written materials” means materials created by County, in connection with the all Services being provided to the Individual. The County may develop its own forms and materials and with such forms and materials, the County shall be responsible for making them available to an Individual, without charge to the Individual, in the prevalent non-English language(s), including braille, within the County’s Program Area.
- c. ODHS shall be responsible for making its forms and materials available, without charge to the Individual or County, in the prevalent non-English language(s), including braille, within the County’s Program Area. ODHS will provide translation of written materials and oral interpretation, including American Sign Language (ASL) for specific Services outlined in the expenditure guidelines.
- d. Nothing in this Agreement shall cause or require County or ODHS to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in this Agreement.
- e. If County’s staff provides oral interpretation and or translation to Individuals, County will have policies and procedures that address identifying language proficiency of County’s staff.
- f. ODDS reserves the right to review County’s Written Materials.

## **10. Confidentiality of Information.**

### **a. Client Information.**

- (1) All information as to personal facts and circumstances obtained by the County on the Client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Client, his or her guardian, or the responsible parent when the Client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If County, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI), or Criminal Justice Information Services (CJIS) records, in the performance of Work under this Agreement, County shall comply, and ensure that all of County’s officers, directors, employees, agents, and subcontractors comply, with the following provisions:

- (a) With respect to SSA records:
  - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
  - ii. Adhere to the same security requirements as employees of ODHS;
  - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;
  - iv. Provide its employees and agents the same security awareness training as ODHS employees; and
  - v. Include the provisions of this Section 9.a.(3)(a) in any subcontract.
  
- (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
  - i. County and its officers, directors, and employees with access to, or who use FTI provided by ODHS must meet the background check requirements defined in IRS Publication 1075;
  - ii. Any FTI made available to County shall be used only for the purpose of carrying out the provisions of this Agreement. County shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the County is prohibited;
  - iii. County shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
  - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
  - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
  - vi. Include the provisions of this Section 9.a.(3)(b) in any subcontract.



- (c) With respect to Criminal Justice Information Services (CJIS) information, County shall:
  - i. Meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies;
  - ii. Acknowledge, via signing of the attached CJIS Outsourcing Agreement, and abide by all aspects of the CJIS Outsourcing Standard approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). Modifications to the CJIS Outsourcing Standard shall be enacted only by the FBI; and
  - iii. Include the provisions of this Section 9.a.(3)(c) in any subcontract.
- (d) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (e) County may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 9.a.(3).
- (4) Except as prohibited by Section 9.a.(3) above, ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS Clients.

**b. Non-Client Information.**

- (1) Each Party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
  - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
  - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;

- (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
  - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
  - (e) Is disclosed with the written consent of the originating Party; or
  - (f) Is independently developed by the receiving Party's officers, directors, employees, and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, County shall return or destroy all copies of Confidential Information, and County shall certify in writing the return or destruction of all Confidential Information.
  - d. "Client" means any individual, family or provider:
    - (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
    - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;

- (3) Who is under the custody, care, or both of ODHS; or
- (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

#### 11. **Nondiscrimination.**

- a. The County must provide services to ODHS Clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of Clients.
- b. County certifies that County has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.
- c. As required by ORS 279B.235, County must comply with ORS 652.220 and shall not unlawfully discriminate against any of County's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. County's compliance with this subsection constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles ODHS to terminate this Agreement for cause.
- d. County may not prohibit any of County's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. County may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. **HIPAA Compliance.** As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. County is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

County shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of County's Breach of Unsecured Protected Health Information.

- a. **Consultation and Testing.** If County reasonably believes that the County's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the ODHS Information Security Office. County or

ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.

- b. Data Transactions Systems.** If County intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

**EXHIBIT E****Standard Terms and Conditions**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this Section, neither party waives any form of defense to 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

This Section shall survive expiration or termination of this Agreement.

- 2. Compliance with Law.** Both parties shall comply with laws, regulations, executive orders to which they are subject, and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, Services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODHS, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). County shall require all of its subcontractors to comply with and shall ensure that each of its subcontractors complies with, these requirements. Nothing in this Agreement shall require County or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.

This Section shall survive expiration or termination of this Agreement.

- 3. Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**4. Representations and Warranties.****a.** County represents and warrants as follows:

- (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession.
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- (7) **Services.** To the extent DD Services are performed by County, the delivery of each DD Service will comply with the terms and conditions of this Agreement and meet the standards for such DD Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Element Standards and Procedures.

**b.** ODHS represents and warrants as follows:

- (1) **Organization and Authority.** ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by ODHS of this Agreement (a) has been duly authorized by all necessary action by ODHS; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by and constitutes a legal, valid, and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. Warranties Cumulative. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
- d. This Section shall survive expiration or termination of this Agreement.

#### 5. Funds Available and Authorized.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information

changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County will provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

c. This Section shall survive expiration or termination of this Agreement.

**6. Reserved.**

**7. Ownership of Intellectual Property.**

a. Definitions. As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS' behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).

c. If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

d. County shall include in its Subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

e. This Section survives the expiration or termination of this Agreement.



**8. County Default.**

County shall be in default under this Agreement upon occurrence of any of the following events:

- a. County fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive calendar days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

**9. Reserved.****10. ODHS Default.**

ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODHS fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein is untrue in any material respect when made.

**11. Reserved.**

**12. Termination.****a. County Termination.** County may terminate this Agreement:

- (1) For its convenience, upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;
- (2) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if County does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon a minimum of 90 calendar days advance written notice to ODHS for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals, if ODHS is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. ODHS Termination.** ODHS may terminate this Agreement:

- (1) For its convenience, upon a minimum of 90 calendar days advance written notice to County for caseloads below 1,000 Individuals and 180 calendar days with caseloads 1,000 or more Individuals;
- (2) Upon a minimum of 90 calendar days advance written notice to County for caseloads below 1,000 Individuals and 180 calendar days with caseloads of 1,000 or more Individuals, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
  - (4) Upon a minimum of 90 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said period or such longer period, if any, as ODHS may specify in the notice;
  - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
  - (6) Immediately upon written notice to County, if ODHS determines that County has endangered or are endangering the health or safety of a Client or others in performing work covered by this Agreement.
- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

### 13. **Effect of Termination.**

- a. Upon termination of the entire Agreement:
  - (1) ODHS shall have no further obligation to pay County under this Agreement.
  - (2) County shall have no further obligation to perform Work under this Agreement.
  - (3) County shall retain all data and records in accordance of OAR 411-320-0070.
- b. **Obligations and Liabilities.** Notwithstanding subsection (a)(2) above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- c. **Transition Services.** County shall provide original files either paper or electronic to support a responsible and secure transition of Services to another CME or ODDS.
- d. **Transition Plan.** Following a termination notice, County and ODDS will collaborate to develop a transition plan to ensure continuity of care for Individuals.

- (1) The parties will cooperate in good faith with each other in connection with their obligations under this section and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Agreement term, the provisions of this Agreement will remain in effect for the duration of the Transition Period.
- (2) County shall complete the transition of data from County to any Providers that ODDS designates while ensuring there is an uninterrupted continuity of care of Service to Individuals.

e. This Section survives the expiration or termination of this Agreement.

- 14. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS. THIS LIMITATION OF LIABILITY IS PROVIDED TO THE EXTENT ANY RESULTING CONTINGENT REPAYMENT LIABILITY IS PERMITTED BY ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION AND THE OREGON TOR CLAIMS ACT, ORS 30.260 AND 30.300.

This Section shall survive expiration or termination of this Agreement.

- 15. Insurance.** County shall maintain, and shall require Subcontractors to maintain, insurance as set forth in Exhibit G Part 2, attached hereto. This Section shall survive expiration or termination of this Agreement.

**16. Records Maintenance, Access.**

**a. Client Records.** If County delivers a DD Service directly, County shall create and maintain an Individual record (“Client Record”) for each Individual who receives that DD Service, unless the Service Element Standards and Procedures precludes delivery of the DD Service on an Individual Client basis and reporting of Service commencement and termination information is not required by the Service Element Standards and Procedures. The Client Record shall contain:

- (1) Individual’s identification;
- (2) Assessments with problems;
- (3) Treatment, training, and care plan, as applicable;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by ODHS in administrative rules.

**b. Expenditure Records.** County shall document the use and expenditure of all funds paid by ODHS under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODHS to verify how the funds paid by ODHS under this Agreement were used or expended.

- c. County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document County's performance.
  - d. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records."
  - e. **Access to Records and Facilities.** ODHS, the Secretary of State's Office of the State of Oregon, and the federal government and their duly authorized representatives, shall have access to all Records, paper or electronic, of County that are directly related to this Agreement, the funding provided hereunder, or any Service for the purpose of making examinations, audits, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of ODHS to perform site reviews, in person or electronically, of all Services delivered by County. Entities with electronic records must provide at minimum guest access to said records for examination by ODHS, Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives.
  - f. **Retention of Records.** County shall retain and keep accessible all Records for the longest of:
    - (1) Six years following final payment and termination of this Agreement;
    - (2) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166;
    - (3) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement; or
    - (4) In accordance with OAR 411-320-0070.
  - g. This Section shall survive expiration or termination of this Agreement.
17. **Information Privacy/Security/Access.** If the Services performed under this Agreement require or allow County or, when allowed, its Provider(s) or Subcontractors, to have access to or otherwise use any ODHS' Information Asset(s) or Network and Information System(s) to which security and privacy requirements apply, and ODHS grants County or its Provider(s) or Subcontractor(s) access to such ODHS Information Asset(s) or Network and Information System(s), County shall comply and require its Provider(s) or Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
18. **Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, war, or other cause which is beyond the reasonable control of ODHS or County, respectively. Each party shall,

however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

**19. Assignment of Agreement, Successors in Interest.**

- a.** County shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any assignment or transfer in violation of this Agreement shall be null and void. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**20. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

This Section shall survive expiration or termination of this Agreement.

**21. Subcontracts.** County shall not enter into any Subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted Subcontract under this Agreement provisions to require that ODHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to this Agreement. ODHS' consent to any Subcontract shall not relieve County of any of its duties or obligations under this Agreement.

**22. No Third Party Beneficiaries.** ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

This Section shall survive expiration or termination of this Agreement.

**23. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

This Section shall survive expiration or termination of this Agreement.

- 24. Notice.** 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, e-mail, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the County, or on the next business day if transmission was outside normal business hours of the County. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**ODHS:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

**County:** Morrow County  
Attn: Darrell Green  
100 Court Street  
P O Box 788  
Heppner, Oregon 97836  
Telephone: (541) 676-5620  
Email: [dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)

This Section shall survive expiration or termination of this Agreement.

- 25. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

This Section shall survive expiration or termination of this Agreement.

- 26. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, 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 and any amendments so executed shall constitute an original.

- 27. Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of

Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

This Section shall survive the expiration or termination of this Agreement.

**28. Reserved.**

**29. Contribution.**

- a.** 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.
- b.** With respect to a Third Party-Claim for which the State is jointly liable with County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County 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 County 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.
- c.** With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County 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 County 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 County 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 County'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.

d. This Section shall survive the expiration or termination of this Agreement.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its Subcontractor(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 ("Indemnitee") 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 County's Subcontractor or any of the officers, agents, employees or subcontractors of the Subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against any and all Claims.

This Section shall survive the expiration or termination of this Agreement.

- 31. Stop-Work Order.**

ODHS may, at any time, by written notice to County, require County to stop all, or any part of the Work required by this Agreement for a period of up to 90 calendar days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 calendar days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the Work as permitted by either the Default or the Convenience provisions of Section 13 "Termination".

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

This Section shall survive expiration or termination of this Agreement.

- 32. Purchase and Disposition of Equipment.**

- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:

Network

Personal Computer  
Printer/Plotter  
Server

Storage devices that will contain Client information.

Storage devices that will not contain Client information when the acquisition cost is \$100 or more.

Software when the acquisition cost is \$100 or more.

- b.** For any Equipment authorized by ODHS for purchase with funds from this Agreement, ownership shall be in the name of County and County is required to accurately maintain the following Equipment inventory records:

  - (1) description of the Equipment;
  - (2) serial number;
  - (3) where Equipment was purchased;
  - (4) acquisition cost and date; and
  - (5) location, use, and condition of the Equipment.
- c.** Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by ODHS, immediately, or at such later date specified by ODHS, tender to ODHS any and all Equipment purchased with funds under this Agreement as ODHS may require to be returned to the State. At ODHS' direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to ODHS or to a subsequent contractor, ODHS may require County to pay to ODHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- d.** If funds from this Agreement are authorized by ODHS to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a special condition authorizing the purchase.
- e.** Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.352, which, generally, describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.

**EXHIBIT F****Federal Terms and Conditions**

**General Applicability and Compliance.** Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of the Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of ODHS Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No Federal Funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County 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 and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.
  - e. No part of any Federal Funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any Federal Funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any Federal Funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If County expends \$750,000 or more in Federal Funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit E, Section 16 “Records Maintenance, Access”. Audits must be submitted to [odds.contracts@dhsosha.state.or.us](mailto:odds.contracts@dhsosha.state.or.us) .
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the

General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:
- a.** County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to ODHS Clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions;
  - b.** Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
  - c.** Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph a. above;
  - d.** Notify each employee in the statement required by paragraph a. above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - e.** Notify ODHS within ten calendar days after receiving notice under subparagraph d. above from an employee or otherwise receiving actual notice of such conviction;
  - f.** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
  - g.** Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs a. through f. above;
  - h.** Require any subcontractor to comply with subparagraphs a. through g. above;
  - i.** Neither County, or any of County's employees, officers, agents, or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a

reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODHS Clients or others. Examples of abnormal behavior include, but are not limited to, hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and

- j. Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
  11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:
    - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
    - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
    - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
    - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the Claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
    - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).
  12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**13. Disclosures.**

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.
- b.** County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the County has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the County, and any wholly owned supplier or between the County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law.
- d.** As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in the County whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e.** County shall ensure its Subcontractors make the disclosures required by this Section 13 to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the



information received (or the failure to receive information) from the Provider, fiscal agent, or managed care entity.

- 14. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a.** The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 15. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

**EXHIBIT G PART 1**

**Required Subcontractor Provisions**

For purposes of this Exhibit G Part 1, Subcontractor means the individual or entity that is contracting directly with County to provide CDDP Services under this Agreement.

1. County intending to subcontract the entire CDDP Operation shall engage in discussions with ODDS about its role in continuing to operate a CDDP and whether ODDS should contract directly with the vendor for operation of the CDDP. If the County intends to retain the Agreement and chooses to subcontract, the County understands that all funds allocated by the State are intended solely for the operation of a CDDP and its delivery of services.
2. County subcontracting the entire CDDP operation shall include in the Subcontract all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2, Exhibit B Part 3, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2 and Attachment #2. Amended subcontracts must be forwarded to [ODDS.Contracts@dhsosha.state.or.us](mailto:ODDS.Contracts@dhsosha.state.or.us). All funding provided to County must be paid to Subcontractor within ten business days of receipt of payment. County may not retain any funds related to the operation of the CDDP covered under this Agreement.
3. County subcontracting a portion of the CDDP, must include in the subcontracts all language from Exhibit A, Exhibit B Part 1, Exhibit B Part 2 if applicable Service Element Standards and Procedures are listed in the Subcontract, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G Part 2, and Attachment #2. All funding provided to County for the specific CDDP Service that is subcontracted must be paid to Subcontractor within ten business days of receipt of payment. County cannot retain any funds related to the specific CDDP Service that is subcontracted.
4. County entity serving as the CDDP will be responsible for oversight of the Subcontractor.
5. Subcontractor must agree that it is an independent contractor and not an agent of the State of Oregon, ODHS, or County.

**EXHIBIT G PART 2****Subcontractor Insurance Requirements**

County shall require its first tier Subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified under Section 1 and meeting all the requirements under Sections 2, 3, 4, 5, 6, 7, and 8 of this Exhibit G Part 2 before the Subcontractors perform under subcontracts between County and the Subcontractors, and ii) maintain the insurance in full force throughout the duration of the subcontracts. As used in this paragraph, a “first tier” Subcontractor is a contractor with whom County directly enters a Subcontract. It does not include a subcontractor with whom the Subcontractor enters a contract.

The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. County shall not authorize Subcontractors to begin work under the subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the subcontracts, as permitted by the subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Subcontractor to work under a Subcontract when County is aware that the Subcontractor is not in compliance with the insurance requirements.

For purposes of this Exhibit G Part 2 and the following Sections, Contractor means the individual or entity that is subcontracting directly with County for Services under this Agreement.

**1. Insurance Requirements.**

Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit G Part 2 prior to performing under this contract and shall maintain it in full force and at its own expense throughout the duration of this contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS and County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**2. Workers’ Compensation & Employers’ Liability.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance

coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**3. Commercial General Liability Insurance.**

**Required**    **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

**4. Automobile Liability Insurance.**

**Required**    **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**5. Professional Liability Insurance.**

**Required**    **Not required**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**6. Network Security and Privacy Liability.**

**Required**    **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or Client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or Client data (which may

include, but is not limited to, Personally Identifiable Information (PII), Payment Card Data, and Protected Health Information (PHI) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

**7. Directors, Officers, and Organization Liability.**

**Required**    **Not required**

Directors, Officers, and Organization Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight, including improper oversight and or use of grant funds and donor contributions which includes state or federal funds, with a combined single limit of no less than \$1,000,000 per claim.

**8. Physical Abuse and Molestation Insurance Coverage.**

**Required**    **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, and reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**9. Excess/Umbrella Insurance.**

A combination of primary and excess and or umbrella insurance may be used to meet the required limits of insurance.

**10. Additional Insured.**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the

Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**11. Waiver of Subrogation.**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**12. Tail Coverage.**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this contract, for a minimum of 24 months following the later of (i) Contractor's completion and ODHS' acceptance of all Services required under this contract, or, (ii) ODHS' or County's termination of contract, or, iii) the expiration of all warranty periods provided under this contract.

**13. Certificate(s) and Proof of Insurance.**

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this contract. The Certificate(s) shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess and or umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess and or umbrella insurance. As proof of insurance ODHS and County have the right to request copies of insurance policies and endorsements relating to the insurance requirements in this contract.

**14. Notice of Change or Cancellation.**

The Contractor or its insurer must provide at least 30 days' written notice to ODHS and County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**15. Insurance Requirement Review.**

Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by County and ODHS.

**16. State Acceptance.**

All insurance providers are subject to State acceptance. If requested by ODHS or County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to ODHS' or County's representatives responsible for verification of the insurance coverages required under this Exhibit G Part 2.

**EXHIBIT H PART 1****Privacy and Security Agreement**

1. **PURPOSE.** County requires the Access described in Exhibit H Part 2 “Third Party Information System Access Request” (Form MSC 0785), which is hereby incorporated into this Exhibit H Part 1 by reference, to perform the Work. The terms and conditions of this Privacy and Security Agreement govern:
  - 1.1. County’s Use of Data;
  - 1.2. County’s Access to ODHS’ Information Assets and Systems;
  - 1.3. The periodic exchange of Data between ODHS’ and County’s systems via electronic means; and
  - 1.4. The interconnection between ODHS’ and County’s respective networks and information systems.
2. **TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the “Suspension or Termination” section of this Privacy and Security Agreement.
3. **DEFINITIONS.** The following definitions apply to this Privacy and Security Agreement:
  - 3.1. “Access” means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets
  - 3.2. “Breach” means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.
  - 3.3. “Client Records” includes any Client, applicant, or participant information regardless of the media or source, collected by County in the course of completing the Work, provided through the Network and Information Systems to County, or otherwise exchanged between the parties.
  - 3.4. “Data” means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.
  - 3.5. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User’s identification (ID), or theft of computer equipment that uses or stores any Information Asset.



- 3.6. “Individual Access Request (IAR)” refers to the ODHS form used to authorize a User, identify the User’s job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.
  - 3.7. “Information Asset(s)” refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.
  - 3.8. “Network and Information System(s)” means ODHS’ and the State of Oregon’s computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area and local networks; and the internetworking of various types of networks.
  - 3.9. “User” means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.
4. **CHANGES TO PRIVACY AND SECURITY AGREEMENT.** Other than as allowed under this section, County shall be requested to submit input to a revised “Third Party Information System Access Request” (Form MSC 0785), to request changes to Exhibit H Part 2. ODHS will review County’s request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit E, Section 27.
- 4.1. **Point of Contact Changes.** Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H Part 2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H Part 1 will be deemed amended to include the updated information.
  - 4.2. **Administrative Changes.** County may request updates to Exhibit H that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H will be deemed amended to include the updated information.
5. **NOTIFICATIONS.**
- 5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H Part 2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.
  - 5.2. **Breach Notification.** In the event County or its Subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County’s confidentiality obligations under the Agreement, County shall immediately notify ODHS’ Program Sponsor identified in Section 4 of Exhibit H Part 2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS Clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County’s obligations under applicable law.

- 5.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.
- 5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.
6. **GRANT OF LICENSE.** Subject to County's compliance with the Agreement, County is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Privacy and Security Agreement and applicable laws, rules, and policies. County and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.
7. **DATA PRIVACY.** In addition to County's obligations under Exhibit D "General Terms and Conditions", Section 9 regarding Confidentiality of Information:
  - 7.1. **Generally.** County shall hold all Client Records, and other information as to personal facts and circumstances obtained by County on ODHS Clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the Client, the Client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.
  - 7.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning Clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.
  - 7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. County shall comply with laws, regulations, and policies applicable to the information described in Exhibit H Part 2, including as specified in the Agreement.
  - 7.4. **Training.** County's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents.
8. **SECURITY REQUIREMENTS.**
  - 8.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

- 8.1.1. ODHS and OHA Information Security and Privacy Policies:  
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx>
- 8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.
- 8.1.3. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164. County shall comply with HIPAA Compliance included in the Agreement in Exhibit D “General Terms and Conditions”, Section 12 in connection with County’s Access.
- 8.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
- 8.1.5. Oregon’s Statewide Information Security Standards:  
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
- 8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Privacy and Security Agreement and with any third-party licenses to which Access is subject.
- 8.3. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
- 8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
  - 8.5.1. Determine County’s compliance with this Privacy and Security Agreement,
  - 8.5.2. Validate County’s written security risk management plan, or

- 8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.
- 8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

## 9. ACCESS TO ODHS SYSTEMS.

- 9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:
  - 9.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
  - 9.1.2. Provide any unique log-on identifier required for authorized Access;
  - 9.1.3. Provide updates to approved inquiry processes and instructions to County.
- 9.2. **County's Responsibilities for User Accounts.** County shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.
  - 9.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
  - 9.2.2. County is responsible for ensuring information provided by its Users is accurate, complete, and up to date.
  - 9.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to the Agreement.
- 9.3. **Security and Disposal.** County shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Information Assets under the Agreement.
- 9.4. **Prevention of Unauthorized Access.** County shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with the Agreement and applicable law and shall implement and maintain safeguards to prevent unauthorized access.
- 9.5. **Access from Outside the US and its Territories.** County Access to the state network from outside the US and its territories is prohibited unless approved by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, the County shall provide ODHS|OHA with the IP addresses, or IP address range, to be used to Access the network. Any changes to the provided IP addresses, or IP range, shall be immediately communicated to ODHS|OHA or Access could be affected.

- 9.5.1. County shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.
  - 9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through the Agreement.
    - 9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.
    - 9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H Part 2.
    - 9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.
  - 9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted through this Privacy and Security Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
  - 9.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under the Agreement and applicable law.
  - 9.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.
  - 9.10. **Prohibition on Data Mining.** County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Privacy and Security Agreement.
  - 9.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.
- 10. SUSPENSION OR TERMINATION.**
- 10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.

- 10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.
  - 10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.
  - 10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to County to cure any deficiency or breach of this Privacy and Security Agreement.
  - 10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.
- 11. RETURN OF INFORMATION ASSETS.** Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, County shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of County in whatever stage and form of recordation such property is expressed or embodied at that time.
- 11.1. Except as necessary to meet obligations under Exhibit E "Standard Terms and Conditions", Section 16 "Records Maintenance, Access", County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.
  - 11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.
- 12. INDEMNIFICATION AND INSURANCE.** Indemnification and insurance coverages provided by County under the Agreement apply to this Privacy and Security Agreement.
- 13. COSTS.** Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for complying with the licenses for third party products, including software and services that allow Access.
- 14. SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

15. **INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.
16. **SUBCONTRACTORS.** County shall ensure all Subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.



**Third Party Information System Access Request**

Reset form

An DHS or OHA program completes this form to request access for a [third-party entity](#)\* (organization or individual) to data within an DHS or OHA information system or network.

\*Please note that each entity only needs one form.

[i](#) Hover over [blue](#) text for more information.

Request type (required): New request (ISPO will add agreement number) <input type="button" value="v"/>	Agreement number:
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**Section 1. Third party information**

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

**Third-party agreement administrator contact information**

*This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)*

Organization/entity name: Morrow County	
Contact name (first, last):	Darrell Green
Position/title:	Unsure
Work street address:	100 Court St / PO Box 788
City, State, ZIP:	Heppner / OR / 97836
Phone:	541-676-5620
Email:	dgreen@co.morrow.or.us
Website address (optional):	

**Additional contact for third party**

*This individual will be the contact for setting up or terminating users for the third party. (This is not a DHS/OHA employee.)*

Same contact information as above.

**Section 2. Governing contract details**

A DHS/OHA employee fills out this section. If a [governing contract](#) applies, please complete all applicable fields, below.

Does a governing contract establish a need for access?  Yes  No

Governing contract type	Contract number	Expiration date:
Contract:	169202-0	06/30/2023
Data use agreement:		



Memorandum of understanding:		
Other contract (if applicable):		

**Background checks**

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to [BCU.Info@state.or.us](mailto:BCU.Info@state.or.us) or 503-378-5470 or 1-888-272-5545.

**Section 3. Access description**

**Reason for access**

Describe in detail the [business need](#) for access:

3rd party needs to access CAM to provide information regarding serious incidents as a part of case management of I/DD clients as well as adult protective services that are required by each CDDP.

Requested access start date: 07/01/2021

**Method of access**

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation:  Yes  No
- Remote access via [VPN](#) Will only use DHS/OHA supplied PC, laptop or workstation:  Yes  No
- Remote access via [Citrix](#)
- Access to folder on [Secure File Transfer Protocol \(SFTP\) server](#)
- Other (explain below): Will only use DHS/OHA supplied PC, laptop or workstation:  Yes  No

continued 3rd party access to CAM and other ODDS systems needed to fulfill contract requirements.

**Access and information flow will occur from:**

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

**Scope of access**

List all system names the third party needs to access. (This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific [individual user access request forms](#) must be used to request access for individual third-party employees using the system.)

- Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.
- Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1	
<b>Name of system:</b> CAM	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: CMEs will have access to either the APS module or the SI module of CAM or both. These will be determined by using role based security within CAM.	
Expiration date of access: 06/30/2023	
Information type	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input checked="" type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
Information owner review (internal use only)	
Name of reviewer:	Review date:
<b>Access determination:</b> Role or group assigned (if applicable): Access is: Choose one <input type="text"/> Reason for determination:	
Add another system	Remove this system (above)

Check all methods the third party will use to access DHS/OHA information systems.

### Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: <u>02/10/2021</u>	
Name (first, last):	Lea Ann Stutheit
Position/title:	COO
Office:	DHS
Program:	ODDS
District name:	N/A
Work street address:	500 Summer St NE, E-09

District name:	N/A
Work street address:	500 Summer St NE, E-09
City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-945-6675
Email:	leaann.stutheit@dhsaha.state.or.us

### Section 5. Program requestor

The [program requestor](#) is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

### Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at [DHSOHA.InfoEx@dhsaha.state.or.us](mailto:DHSOHA.InfoEx@dhsaha.state.or.us). You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

**Submit by email**

### DHS/OHA Information Security and Privacy Office use only

Date received: 05.27.21	Date completed: 05.27.21
Date approved by all information owners: 02.10.21	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	
Completed by: Shannon Corr	

**ATTACHMENT #1**  
**Days and Hours of Operation**

During the Agreement period stated on page 2, the CDDP will maintain the following days and hours of operation:

Days of Operation: \_\_\_\_\_ through \_\_\_\_\_

Hours of Operation: \_\_\_\_\_ until \_\_\_\_\_

Hours of Operation begin when the majority of CDDP staff are expected to be in the office or at their remote workstations and end when the majority of CDDP staff are expected to leave the office or their remote workstations.

Submitted by: \_\_\_\_\_

Date completed: \_\_\_\_\_

**ATTACHMENT #2  
Subcontractor Disclosures Report**

CDDP Name: \_\_\_\_\_

As described in Section 13 “Disclosures” of Exhibit F “Federal Terms and Conditions”, CDDP reports the following:

Number of board members: \_\_\_\_\_

Number of directors: \_\_\_\_\_

Number of indirect owners with five percent or more ownership: \_\_\_\_\_

Number of direct owners with five percent or more ownership: \_\_\_\_\_

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:			City:	State:	Zip:
SSI or EIN:			DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

# Exhibit A- 94

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

# Exhibit A- 95

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

Name:	Title:	Percentage of Ownership:	
Residence Street Address:	City:	State:	Zip:
SSI or EIN:	DOB:		
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes    No			
If yes, please list all Provider names and numbers:			
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person’s involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:			

**If there are more individuals that need to be reported, please add additional pages.**





ATTACHMENT #2

Subcontractor Disclosures Report

CDDP Name: Community Counseling Solutions

As described in Section 13 "Disclosures" of Exhibit F "Federal Terms and Conditions", CDDP reports the following:

Number of board members: 8

Number of directors: 1

Number of indirect owners with five percent or more ownership: 0

Number of direct owners with five percent or more ownership: 0

Name: <u>Kimberly Lindsay</u>		Title: <u>Executive Director</u>		Percentage of Ownership: <u>0</u>	
Residence Street Address: [REDACTED]		City: <u>Lexington</u>	State: <u>OR</u>	Zip: <u>97839</u>	
SSN: [REDACTED]	DOB: [REDACTED]				
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <u>No</u>					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name: <u>Cris Patnode</u>		Title: <u>Board Member</u>		Percentage of Ownership: <u>0</u>	
Residence Street Address: [REDACTED]		City: <u>Arlington</u>	State: <u>OR</u>	Zip: <u>97812</u>	
SSN: [REDACTED]	DOB: [REDACTED]				
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <u>No</u>					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name: <i>MaryAnn Elquezabal</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>Ø</i>	
Residence Street Address: [Redacted]		City: <i>Heppner</i>	State: <i>OR</i>	Zip: <i>97836</i>	
S [Redacted]		DOB: [Redacted]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input checked="" type="radio"/> No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name: <i>Mark Lemmon</i>		Title: <i>Board Chair</i>		Percentage of Ownership: <i>Ø</i>	
Residence Street Address: [Redacted]		City: <i>Lexington</i>	State: <i>OR</i>	Zip: <i>97839</i>	
S [Redacted]		DOB: [Redacted]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input checked="" type="radio"/> No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name: <i>Mike Carroll</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>Ø</i>	
Residence Street Address: [Redacted]		City: <i>Mitchell</i>	State: <i>OR</i>	Zip: <i>97750</i>	
S [Redacted]		DOB: [Redacted]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input checked="" type="radio"/> No					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name: <i>Tiah Devin</i>	Title: <i>Board Member</i>	Percentage of Ownership: <i>0</i>
Residence Street Address: [REDACTED]	City: <i>Hermiston</i>	State: <i>OR</i>
	DOB: [REDACTED]	Zip: <i>97838</i>
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>		
If yes, please list all Provider names and numbers:		
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:		

Name: <i>Mark Webb</i>	Title: <i>Board Member</i>	Percentage of Ownership: <i>0</i>
Residence Street Address: [REDACTED]	City: <i>Mount Vernon</i>	State: <i>OR</i>
	DOB: [REDACTED]	Zip: <i>97865</i>
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>		
If yes, please list all Provider names and numbers:		
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:		

Name: <i>Joanne Burch</i>	Title: <i>Board Member</i>	Percentage of Ownership: <i>0</i>
Residence Street Address: [REDACTED]	City: <i>Fossil</i>	State: <i>OR</i>
	DOB: [REDACTED]	Zip: <i>97830</i>
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input checked="" type="radio"/>		
If yes, please list all Provider names and numbers:		
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:		

If there are more individuals that need to be reported, please add additional pages.

Name: <i>Dirk Dirksen</i>		Title: <i>Board Member</i>		Percentage of Ownership: <i>0</i>	
Residence Street Address: [REDACTED]		City: <i>Boardman</i>	State: <i>OR</i>	Zip: <i>97818</i>	
SSN or EIN: [REDACTED]		DOB: [REDACTED]			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input checked="" type="radio"/> No <input type="radio"/>					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:		City:	State:	Zip:	
SSN or EIN:		DOB:			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input type="radio"/>					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

Name:		Title:		Percentage of Ownership:	
Residence Street Address:		City:	State:	Zip:	
SSN or EIN:		DOB:			
Do you have any other ODHS Provider numbers: (e.g. Personal Support Worker, Provider Agency Foster Home Provider): Yes <input type="radio"/> No <input type="radio"/>					
If yes, please list all Provider names and numbers:					
Check if this person has ever been convicted of a criminal offense or has been suspended or debarred from participation related to that person's involvement in any program under Medicare, Medicaid or the Title XIX service program since the inception of those programs in the United States or its territories:					

**If there are more individuals that need to be reported, please add additional pages.**

**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
**For Accounting Purposes Only**

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 169202-0

---

**Legal name (tax filing):** County of Morrow

---

**DBA name (if applicable):** Morrow County

---

**Billing address:** P.O. Box 867

---

**City:** Heppner                      **State:** OR                      **Zip:** 97836

---

**Phone:** (541) 676-2529

---

**FEIN:** 93-6002308

---

- OR -

**SSN:**

---

### DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** 169202-0 , hereinafter referred to as "Document."

I, Don Russell Chair, Board of Commissioners  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Morrow County by email.

**Contractor's name**

On September 1, 2021  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

  
\_\_\_\_\_  
Authorizing signature Date September 1, 2021

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



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

Date submitted to reviewers:
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various agenda items: 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:

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

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.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.





CENTURY WEST ENGINEERING  
PRELIMINARY CONSTRUCTION COST ESTIMATE

MORROW COUNTY

LEXINGTON AIRPORT  
ELECTRICAL CONSTRUCTION - PH.1  
INFRASTRUCTURE  
September 23, 2021

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$10,000.00	\$10,000
2	Underground 3-Phase Power	LF	1,300	\$21.00	\$27,300
3	Columbia Basin Electric Fees	LS	1	\$45,150.00	\$45,150

SubTotal: \$82,450  
25% Contingency: \$20,613

---

**Total: \$103,000**

CENTURY WEST ENGINEERING  
PRELIMINARY CONSTRUCTION COST ESTIMATE



MORROW COUNTY

LEXINGTON AIRPORT  
ELECTRICAL CONSTRUCTION - PH.2  
INFRASTRUCTURE

September 23, 2021

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$10,000.00	\$10,000
2	Underground 3-Phase Power	LF	1,300	\$21.00	\$27,300
3	Columbia Basin Electric Fees	LS	1	\$14,700.00	\$14,700
4	Trench Under Paved Areas	LF	35	\$285.00	\$9,980

SubTotal: \$61,980  
25% Contingency: \$15,495

**Total Estimate: \$77,000**

CENTURY WEST ENGINEERING  
PRELIMINARY CONSTRUCTION COST ESTIMATE



MORROW COUNTY

LEXINGTON AIRPORT  
FIBER OPTIC CONSTRUCTION - PH.3  
INFRASTRUCTURE

September 23, 2021

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1.0	\$10,000.00	\$10,000
2	Underground Fiber Optic Line	LF	3,250	\$21.00	\$68,250
3	Trench Under Paved Areas	LF	50	\$285.00	\$14,250

SubTotal: \$92,500  
25% Contingency: \$23,125

---

**Total Estimate: \$116,000**

# **SECTION 1: APPLICATION FORM**

(Question-by-Question Instructions)

## **General Instructions:**

Navigate to the [Connect Oregon Application form online](#). You may work on the application at different times, saving your work as needed by clicking the “Save” button at the bottom right of each application page. You can save the form link to your specific form or have it emailed to you.

Required fields will have a red asterisk denoting that they must be filled out in order to advance pages. For questions that require more detailed answers, the boxes will automatically limit the amount of text you can type in the spaces provided. While unique situations and circumstances should be explained, in general answers should be concise and to the point. In addition to fillable form, there are documents that must be uploaded when prompted at the end of the application. These are:

- Department of Revenue Tax Certification that verifies taxes are up to date
- Property Owner information/lease/option to buy
- Secretary of State Business ID (for non-profits and businesses)

Please note that some projects have the potential to reduce the vehicle carrying capacity of a state highway. ORS 366.215 states that the OTC may not permanently reduce the vehicle carrying capacity of an identified freight route. Specific exceptions to this prohibition are allowed by statute. ODOT staff has developed guidance on this issue that is available at <http://www.oregon.gov/ODOT/TD/TP/Pages/ORS366.215.aspx>.

Applicants are strongly encouraged to review the Connect Oregon 2021 Instructions to Reviewers document prior to completing the application. The Instructions to Reviewers provides insight into the application scoring and selection process and may assist applicants with forming appropriate answers to application questions.

Answers to all questions are required even if N/A. Applications that are determined incomplete may not move forward in the review process.

Be concise and descriptive with your answers. Reviewers must be able to easily identify what your project does. Failure to clearly answer a question may result in a lower score when reviewed.

Once the application is complete, submit the application to ODOT by following the directions outlined in Section 3 of these instructions.

## **Project Description**

**Question 1:** Complete this information for the applicant. The contact person named here is the primary contact for this project. The Authorized representative name field is for an instance where it is not the contact person and may also be assisting with preparing the grant application, but is not the primary point of contact. Additionally, the Organization Name must match the name used in the Department of Revenue Tax Certification.

### Answer

Entity/Organization/Company Name: Morrow County  
Address: 365 W. Hwy 74, Lexington, Oregon 97839  
Website address: <https://www.co.morrow.or.us/>  
Contact person name: Sandi Pointer  
Contact person title: Management Assistant  
Email: [spointer@co.morrow.or.us](mailto:spointer@co.morrow.or.us)  
Phone: 541-989-8166  
Authorized representative name, if different from applicant contact: NONE

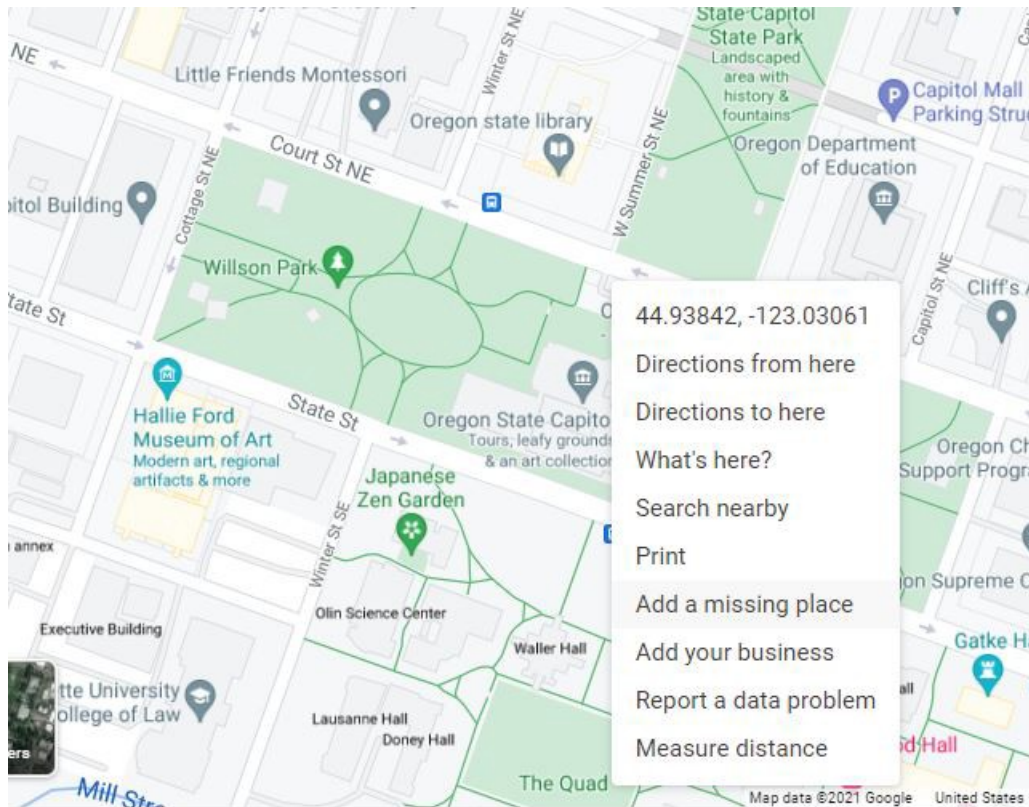
**Question 2:** Choose the entity type that best describes the applicant entity. Private/non-profit organization will be asked to provide their business registry number from the Oregon Secretary of State's Corporation Division, and upload the appropriate documents on the last page of the application form.

### Answer

Public

**Question 3:** The project name should be brief, and clearly describe the project. The name you provide will be used in summary reports and other published materials. The point selected for the Latitude and Longitude should be at the center of the project location, or for linear projects such as railways, a starting point would be acceptable. Physical addresses are not necessary in these situations.

To find the latitude and longitude, you can use [Google Maps](#) or another mapping service. If you use a different mapping service, please use the [FCC's conversion tool](#) to convert latitude and longitude degrees to decimal degrees. Within Google Maps, you can right-click on the location of the project



Select “What’s here?” to get the address and the coordinates.

For example, the State Capitol Building’s coordinates are 44.93842, -123.03061. 44.93842 goes into the Latitude box and -123.03061 goes into the Longitude box.

### Answer

Project name: Lexington Airport Utility Expansion Project  
Project address: 65820 Airport Rd, Lexington, OR 97839  
Location: Lat. 45.45309, Long. -119.68797

**Question 4:** Check the appropriate box for the primary mode of the project. You may not select more than one mode. The project must serve at least one of the listed modes to be eligible for Connect Oregon 2021 (CO 2021) funds. You may provide additional mode information in the supplemental area.

### Answer

Aviation

**Question 5:** Check the appropriate box to identify the [Connect Oregon region](#) for your project. You may not select more than one CO region. If a project falls within more than one CO region, identify the primary region for the project.

## Answer

Connect Oregon Region 5

**Question 6:** Provide a brief summary of project that clearly defines what is being constructed and the transportation asset resulting from the proposed project. Should your project be selected for funding, the summary will become the scope of work in your agreement. Details beyond the high level summary of the project should be reserved for Question 7.

Example: Project will rehabilitate 5,300 feet of runway along with associated improvements such as 10,600 feet of underdrain, lighting rewiring, etc.

## Answer

Project will extend electrical and fiber optic utilities for future hangar development at the Lexington Airport.

**Question 7:** Project purpose and description. Provide a detailed project purpose, need and description, including the economic and public benefits that will result from the project with citations of verifiable sources. Include whether the project has independent utility or whether it is dependent on future phases to be fully functional. The summary should include what the project will do or build and who will benefit from it. If the Connect Oregon portion is part of a larger project, briefly describe the larger project.

## Answer

**Purpose:** Extending electrical and fiber optic utilities is the first step toward constructing the future hangar developments shown in the Airport's current, FAA-approved Airport Layout Plan. Without electricity, it would be difficult to build and occupy the hangars. The fiber optic will provide internet to the BETA Technologies, a business wishing to operate their drones out of the Airport. The Airport currently has a waiting list for hangar development. The utility expansion would allow for the Airport to support the social and economic growth of the County that it is currently unable to accomplish.

**Description:** Electricity will be pulled from a nearby power pole. The fiber optic utility will be tied in at US-207. The locations of the utilities and future hangars can be seen on the exhibits, EX-01 and EX-02. The proposed electrical utility will be extended by approximately 1,900 LF and the proposed fiber optic utility will be extended by approximately 3,250 LF.

**Question 8:** Useful life (years). Provide the expected useful life of the project (must be a minimum of 20 years to be eligible for grant funds). Explain how this figure was calculated and cite sources to justify your conclusion. Cited sources may include industry standards, previously documented projects, research papers, etc.

In some cases, a project may have a documented useful life that is different from the common actual life. For instance, airfield lighting and signage may have FAA designated useful life of 10 years; however, due to exceptional maintenance and other conditions, the historical useful life has been 20 years. Applicants should document this difference and explain.

Review the Sample Draft Agreement to ensure the project design will be able to meet the contractual useful life. The Sample Draft Agreement identifies the useful life of a construction project as 20 years.

### Answer

The useful life of electrical and fiber optic utilities is 20 years as listed under the FAA AIP Handbook, Chapter 3. What projects can be funded, Table 3-7 Minimum Useful Life for Project Type A. All Construction Projects.

## Readiness

**Question 9:** Answer whether milestones above have been met and fill in projected start and completion dates. For planning purposes, we anticipate executing funding agreements within 3 months of projects being awarded by the Oregon Transportation Commission. The OTC is expected to select projects at their May or July 2022 meetings. Projects are required to have construction begin within a year, and be completed within three years of execution. Project schedule should demonstrate how the project would meet this requirement. Milestones 4 and 5 should reflect the dates the plans are ready and a construction contract is awarded for the first construction contract to complete the project. of the project size and scope, determination of operational requirements, and required public comment periods.

- Right-of-way and land acquisition means the process of securing land for the project site, including purchases, leases, eminent domain/condemnation, and the acquisition of required easements.
- Permits means the process of securing any required permits, approvals, or permission from any local, state, or federal agency.
- Final plans/bidding engineering documents means the development of any structural or operational documents required to advertise and build the project.
- Construction contract award means the securing of a contract to build, install, or otherwise prepare the project for operations or use.
- Project completion means construction or installation is complete and the project is ready for operation or use.

### Answer

---



**CURRENTLY IN PROCESS.**

1. Milestone 1: Scoping and planning
  - a. Has milestone been met? YES
  - b. Start date: October 1, 2020
  - c. Completion date: September 20, 2021
2. Milestone 2: Right of way and land acquisition
  - a. Has milestone been met? YES
  - b. Start date: October 1, 2020
  - c. Completion date: September 20, 2021
3. Milestone 3: Permits
  - a. Has milestone been met? NO
  - b. Start date: June 1, 2022
  - c. Completion date: September 1, 2022
4. Milestone 4: Final plans/bidding engineering documents?
  - a. Has milestone been met? NO
  - b. Start date: June 1, 2022
  - c. Completion date: September 1, 2022
5. Milestone 5: Construction contract award
  - a. Has milestone been met? NO
  - b. Start date: February 1, 2023
  - c. Completion date: March 31, 2023
6. Milestone 6: Project completion
  - a. Has milestone been met? NO
  - b. Start date: June 1, 2023
  - c. Completion date: September 1, 2023

**Question 10:** Will the project's construction schedule be constrained by environmental considerations (bird-nesting, fish-spawning seasons, temperature or weather)?

Indicate whether the project has any seasonal environmental limitations on construction at the project site. Will the project's construction schedule be constrained by environmental considerations (bird-nesting, fish-spawning seasons, temperature or weather)? Please explain and provide limitation dates.

**Answer**

Lexington, Oregon receives about 13 inches of snow per year, including frozen ground, in the winter. To avoid the winter weather, construction shall be performed in either the Spring or Summer of 2023. This will allow for construction workers to much more easily excavate and lay conduit for the utility expansion.

**Question 11:** Who was responsible for determining the project schedule and what is their level of expertise?

Identify who determined the schedule, their level of expertise (i.e. Engineer, certified construction project manager, etc.), and describe what makes them qualified to determine the schedule.

**Answer**

The Morrow County Board of Commissioners, along with Century West Engineering, has developed the project schedule. Century West Engineering is an engineering firm that has performed past work at the Lexington Airport, as well as executed previous utility expansion projects.

**Question 12:** Property used for a Connect Oregon project must be committed for such use for 20 years following construction. If the property is not yet secured, describe the steps and timeline to complete the transaction(s). **Note: All property transactions must be completed 60 days prior to OTC final selection of projects.**

Identify the method of control for project property. The allowable options are: wholly or partially owned by applicant; long-term lease for 20 years following project completion; and property not yet purchased or leased. If not yet purchased or leased, please provide the steps and timelines for acquisition of the property. The documents showing ownership or lease of the property must be uploaded on Page 10, Property Information.

Please note that failure to demonstrate control of the project site will result in loss of points when reviewers score project readiness.

**Answer**

Owned by applicant.

**Question 13:** Describe any project risks or barriers to being ready for construction and your plan to address the risks/barriers. Describe any risks to the delivery of the project schedule provided. Discuss the length of any required permitting processes, property acquisition, or other parts of the project schedule that are subject to a high level of uncertainty.

**Answer**

N/A

**Question 14:** Describe your public and stakeholder engagement process efforts. Stakeholder involvement means the involvement and coordination of all interested parties including elected officials, local citizens, business and industry representatives, modal representatives, etc. Describe the efforts you have made to inform the public and stakeholders and how you have involved them in the decision-making process. Include public/stakeholder concerns that have arisen during your outreach process.

It is noted that not all projects due to size, scale, or their nature necessarily require external engagement or coordination. If that is the case, please provide a brief explanation as to why no outreach was done and why concerns about the project would be minimal.

### Answer

Local citizen participation was performed for the Airport Layout Plan Update in 2014. Firstly, the draft work products were posted on a project webpage for convenient access, review, and comment. Copies of the draft products were available for public review and comment at the Morrow County Public Works Department throughout the project. Secondly, a series of public meetings were held during the project to facilitate public participation. And third, a local planning advisory committee (PAC) was formed to assist the project team in reviewing draft technical working papers and to provide input into the planning process. PAC was comprised of a blend of airport users, neighbors, local business, local government representation, and other interests. Representatives from the FAA Seattle Airports District Office and the Oregon Department of Aviation served as *ex officio* members of the committee. The PAC meetings were open to the public and each meeting provided opportunities for public comment.

## Planning & Permitting

**Question 15:** Public body approvals and permits. Identify all public body approvals and permits needed to complete the project; indicate the status of each approval/permit. Add approvals/permits as needed. Below are descriptions of some likely approvals/permits projects are subject to. Other potentially required permits may involve wetlands, material sources, fish passage, airport clearance, railroad clearance, waterways and other federal, state and/or local requirements. All permits needed for construction must be secured within 9 months following execution of a grantfunding agreement.

- A Categorical Exclusion (CE) determination is a level of analysis under the National Environmental Policy Act (NEPA) whereby an undertaking has been categorically excluded from a detailed environmental analysis if it meets certain criteria that a federal agency has previously determined as having no significant environmental impact. For more information see: <http://www.epa.gov/compliance/nepa/index.html>
- An Environmental Assessment (EA) is a NEPA document prepared for projects or decisions (including project funding) by federal agencies that includes a written environmental analysis to determine whether a federal undertaking would significantly affect the environment. For more information see: <https://www.epa.gov/nepa>
- An Environmental Impact Statement (EIS) is a document, required under the National Environmental Policy Act (NEPA), prepared for projects or decisions (including project funding) by federal agencies, which includes a detailed environmental evaluation of the proposed action and possible alternative actions. For more information

see: <https://www.epa.gov/nepa>. Unless a required EIS is close to completion, needing one means a project is not construction ready.

- Air Quality Conformity Determination (AQCD) may be required under Oregon's air quality regulations, adopted by the Oregon Environmental Quality Commission under OAR 340-200-0040 and approved by the EPA. Oregon's air quality regulations establish rules and standards for determining air quality conformity for transportation plans, programs and projects within Oregon (OAR 340 Division 252). These regulations contain all federal requirements plus additional state standards. For more information see: <http://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Air.aspx>
- Identify if in-water work permits are required for the project. More information can be found at the following websites: <http://www.oregon.gov/DSL/PERMITS/r-fintro.shtml> and <https://www.dfw.state.or.us/lands/inwater/>.
- Identify if United States Army Corps of Engineers (USACE) permits are required for the project. More information can be found at the following website: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/>.
- Coordination with Native American tribal representatives is often required prior to construction. Projects located along or crossing borders may require coordination with jurisdictions and/or state agencies in bordering states.

The list is not intended to be exhaustive, thus if there is a specific permit or approval needed that is unique to your project that are needed in order to construct, please use the "Any additional specific permits or approvals needed" section at the bottom of the page.

**Note:** CO 2021 projects are required to meet state and local standards for design, construction and safety. All projects must conform to local and state requirements for environmental protection, property acquisition, consultant selection, labor and civil rights, and procurement of materials. Each applicant needs to work with its local city and/or county regarding applicable building codes and other land use and permitting requirements.

## Answer

"Completed"

"Materials submitted for approval"

"Permit required/materials not submitted"

"Not applicable"

1. NEPA Categorical Exclusion – Permit required/materials not submitted
2. NEPA Environmental Assessment – Not applicable
3. Environmental Impact Statement – Not applicable
4. Air-quality conformity determination – Not applicable
5. In-water work permit – Not applicable
6. Army Corps of Engineers permit – Not applicable
7. Coordination of project approval with any Native American tribe or another state – Not

applicable

**Question 16:** Planning and land use. Demonstrate the project's compliance with land use documents identified below or describe how you will achieve compliance. Add any additional planning/land use efforts that are not listed. A limited land use decision must be complete within six months of the execution of a grant funding agreement. If the use is not permitted outright and/or requires a land use decision to be a legally allowable use on the site, the land use decision must be complete 60 days prior to the OTC's final action to select projects.

- A Transportation System Plan (TSP) is a plan for one or more transportation facilities planned, developed, operated, and maintained in a coordinated manner to supply continuity of movement among modes, and within and between geographic and jurisdictional areas.
- Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including but not limited to sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs.
- A Regional Transportation Plan (RTP) is a 20-year plan prepared by a Metropolitan Planning Organization (MPO) that identifies needed transportation projects and funding sources.
- A zoning amendment is a formal changing of the land use, which requires approval and adoption by the pertinent local government.
- A Goal Exception is a decision to exclude certain land from the requirements of one or more applicable statewide goals. (See our [list of Statewide Planning Goals](#))

The list is not intended to be exhaustive, thus if there is a specific planning or land use efforts not specified that is unique to your project that are needed in order to construct, please use the "Any additional specific permits or approvals needed" section at the bottom of the page.

### Answer

"Completed"

"Required materials submitted for approval"

"Not yet submitted for approval"

"Not applicable"

1. Identified in adopted transportation system plan (TSP) – Not applicable
2. Identified in adopted local comprehensive plan – Not applicable
3. Identified in adopted regional transportation plan (RTP) – Not applicable

4. Requires amendment to local zoning to change the use of the property – Not applicable
5. Goal exception (if required by state planning goals) – Not applicable
6. Identified in public or corporate planning document – Completed (ALP)

**Question 17:** Planning/land use narrative. Provide additional information about planning and land use actions needed to complete your project. Describe where the proposed project is consistent with or identified in a public or corporate planning document. Provide a link to the relevant planning document or attach only those specific pages that reference the project. Examples: Design Review, Partition, Subdivision, Conditional Use, Zone Change, etc.

If no land use action is required, please write N/A or Not Applicable.

**Answer**

N/A

## Budgeting and Match

**Question 18:** Project budget. As the Connect Oregon program is intended to support Oregon’s economy, we would generally encourage grant recipients to contract out the work to the private sector. While grant recipients may need to perform some specialized work in-house, please confirm your plans with the Connect Oregon program office following grant award. Private sector recipients should review Section xxx in the sample grant agreement clarifying what is not allowed around “related parties.” No additional Connect Oregon funds will be available; grant recipients who are awarded funds will be responsible for any additional project costs and will be held to completing the scope of work in their funding agreement.

The Connect Oregon program is a reimbursement program. Grant recipients will be required to pay its consultants/contractors/vendors prior to seeking reimbursement from the Connect Oregon program.

Please populate the fields a-g to the best of your knowledge, using estimates where necessary. The subtotal and total project cost fields will automatically populate based upon what you entered in the prior fields. Filling out the contingency field is optional. Regardless of the confidence in the estimates of figures used in a-g, the Total Project Cost field needs to reflect the project size being applied for – if the total needs to be higher or lower to better capture the size and scale of the project, the

budgeted inputs need to be adjusted accordingly.

### Answer

#### CURRENTLY IN PROCESS.

- a. Land acquisition:
- b. Permits, other public body approvals (application preparation/fees): \$59,850
- c. Design/engineering:
- d. Design/engineering contract administration:
- e. Construction: \$236,150
- f. Construction contract administration:
- g. Miscellaneous: \$20,000
- h. Contingency:

**Question 19:** Who was responsible for determining the project budget and what is their level of expertise?

Identify who determined the budget, their level of expertise (i.e. Engineer, certified construction project manager, etc.), and describe what makes them qualified to determine the costs. This question is to ensure that the estimated budget will be reasonably close to the actual construction costs necessary to deliver the project as described.

### Answer

Century West Engineering has determined a preliminary budget. The Morrow County Board of Commissioners, the Morrow County Budget Committee, and the Finance Director are the primary bodies that have reviewed and will guide the department during the delivery of the project.

**Question 20:** Grant request/matching funds requirement. Enter the grant request; the total project cost will come from question 18 above. The applicant match and match percentage will calculate automatically. An applicant must provide at least 30% of the project's funding or 50% for Class I railroads.

E.g. An aviation project with a total cost of \$1,500,000 would have a maximum grant request of \$1,050,000 (total project cost \*0.7) with a minimum match of \$450,000 (total project cost \*0.3).

E.g. A class I railroad with a total cost of \$4,000,000 would have a maximum grant request of \$2,000,000 (total project cost \*0.5) with a minimum match of \$500,000 (total project cost \*0.5)

The amount of matching funds an applicant makes available is used in scoring your application. Should an applicant be chosen for funding, the commitment of matching funds shown in the application might not be reduced through the life of the project.

E.g. If the total project cost is \$500,000, and the grant request is for \$350,000, the applicant would have a match of at least 30%, which in this case is \$150,000. If in the course of designing and constructing the project, the total project cost

reimbursements add up to \$475,000, the applicant would still be responsible for \$150,000 in match.

### Answer

Morrow County is prepared to match the project at 30% of the \$296,000.00 total project cost. The necessary \$94,800.00 will be available at grant award.

**Question 21:** Please identify each source of matching funds you will use for the project. Identify each source and amount of matching funds. Matching funds will be verified at least 60 days prior to the OTC's final action.

To qualify as match, funds must meet specific requirements as follow:

- The source of matching funds must be identified on the completed application.
- Project costs include the actual costs expended that are reasonable, necessary and directly related to the project and are considered capitalized to an asset that is part of the project.
- Project costs that were paid for by the applicant prior to the Agreement's effective date maybe eligible to be used as match but are not eligible for reimbursement.
- The value of an item (e.g. land) may not be considered part of the match. For example, if an applicant has a parcel of land purchased several years ago, the applicant's original purchase price must be used, not its present value.
- Non-cash donations made on behalf of a project have a zero match value (e.g., land, labor, and equipment donated for a project are not of value for match).
- Oregon state highway funds may not be used as match.

The required applicant match is populated at the top of page 7 for reference. Please ensure that total amount from sources adds up to at least the applicant match.

### Answer

As there is interest from the community about economic development within Morrow County, video lottery funds were used for the hangar feasibility study. The video lottery funds will be used for the 30% match of \$94,800.00 for the Project.

## Transportation & Economic Benefits

**Question 22:** How does the project reduce transportation costs for Oregon businesses or improve access to jobs and sources of labor? Explain how the project reduces transportation costs or improves access to labor for businesses. Detail any specific businesses, the number of businesses, and how the project will provide cost savings (e.g. time savings, provision of an alternate route, provides access to a new mode).

### Answer

Improving access to jobs and sources of labor: BETA Technologies, a Vermont-based aerospace and electric aircraft manufacturer, wants a site in the future hangar development, and the Airport Advisory is planning to house an aviation and aerospace wiring technician and mechanic. Furthermore, the utility expansion will provide hangar and office space for unmanned



aircraft system (UAS) testing operations.

**Question 23:** What are the specific economic benefits to this state that will result from this project? Describe the economic benefits to Oregon as a result of this project. This could include businesses staying in Oregon (retain long-term jobs) or locating/expanding in Oregon (add long-term jobs). Identified jobs should be a direct result of the project improvements. Do not include jobs that will be shifted from one location in Oregon to another within the state, indirect or induced job estimates (multiplier effects), or (short-term) construction jobs. This may include:

- The approximate average annual wage of the long-term jobs created by the project.
- Businesses that will be able to stay in Oregon or locate/expand in Oregon as a direct result of the project.
- The amount of private investment that would be made if and only if the project is implemented.
- Letters of commitment detailing the number of long-term (non-construction) jobs or the amount of additional private investment the project would generate. Commitment letters from businesses or organizations must state their intention to operate in Oregon and their intentions regarding job creation and private investment plans over a specified period.
- Limit the discussion of economic benefit to the project's impact on the state's ability to attract or retain business or industry.

**Answer**

CURRENTLY IN PROCESS – LETTERS NEEDED FROM STAKEHOLDERS AND BUSINESSES WITH THIS SPECIFIC INFORMATION.

**Question 24:** Describe how the project provides a critical link connecting elements of Oregon's transportation system, and how it will measurably improve utilization and efficiency of the transportation system. Explain and describe the modes of transportation affected and whether a new link was created or an existing link improved.

**Answer**

Facilitating the construction of new hangars will improve the connection of those within Morrow County to other airports around Oregon, and outside of Oregon. The existing link of Lexington Airport air travel will be improved due to hangar development and BETA Technologies. Expanding the utilities will allow for more aircraft to park at the Airport, reducing the need to travel by vehicle to other airports.

**Question 25:** How does the project improve Oregon's transportation system efficiency and/or utilization?

- Increases system capacity
- Relieves a bottleneck or congestion point

- Completes one or more gaps in Oregon's transportation system
- Removes an existing barrier
- Reduces traffic or use conflicts
- Improves geometrics
- Implements technology
- Other (Please explain below)

Please utilize the checkboxes to select which area the project improves. If you select other, a box will open up where you can provide a brief explanation of what that improvement is.

### Answer

Increases system capacity: The Airport currently can house 10 aircraft. Expanding the utilities, and therefore prepping for future hangar development, will allow the Airport to house 20 if not more aircraft.

Implements technology: The Airport will be in support of BETA Technology implementing their technology of unmanned aircraft systems, as well as areas for electric aircraft to charge. This will occur in the future hangar development that the utility expansion will provide electricity and fiber optics to.

- Question 26:**
- a)** How is success measured for this project (include methodology for calculation)? Explain how you arrived at your calculation for measuring success and how the investment in your project will improve that measurement. Successful applicants will be required to report on the success of the project following completion of the project and prior to ODOT releasing withheld retainage(5% of the project's total cost).
- b)** What is the existing measurement today? (e.g. number of delays, condition of infrastructure, square footage of relevant structures)
- c)** What is the anticipated measurement when the project is fully operational? Please use the same measure as b.

### Answer

The project will be successful with the electricity and fiber optic networks are fully operational and ready to be implemented into future hangar development.

The existing success measurement today is at zero, as there are no utilities for the proposed hangars.

When the project is fully operational, success for this project will be measured by the ability for the hangars to be developed and when users occupy the constructed hangars.

- Question 27:** Does the project improve an existing transportation connection or add a new connection

to an industrial or employment center? If Yes, check all that apply

**Answer**

Improve an existing transportation connection

The Airport is an existing transportation system. The expansion of utilities will allow for the Airport to pursue future hangar development that was outlined in the Airport Layout Plan Update.

**Question 28:** This project improves or creates access to:

- Industrial center
- Employment center
- This project provides access to a site certified as ['Project Ready'](#) by the Oregon Business Development Department.

**Answer**

CURRENTLY IN PROCESS.

**Question 29:** Does the project improve safety? If yes, please explain by noting the number and type of incidents (fatal accident, injury accident, property-damage accident, crime, or other) within a specified timeframe. Documentation or explanation of the incident(s) or safety situation(s) that have occurred that this project is addressing or documentation of a high risk or of a safety issue or hazard potentially occurring.

**Answer**

No.

**Question 30:** Does the project serve one or more of [Oregon's Statewide Business Clusters](#). Check all that apply.

- Agriculture
- Athletic & Outdoor Gear and Apparel
- Aviation
- Bioscience
- Breweries
- Creative Industries
- Defense
- Education Services and Technology
- Electric Vehicles and Sustainable Transportation
- Energy Efficiency
- Environmental Technology and Services
- Food Processing
- Forestry and Wood Products

- Green Building and Development
- Manufacturing
- Nursery Products
- Semiconductors and Electronics Components
- Software
- Solar
- Tourism and Hospitality
- Wave Energy
- Wind Energy

If any cluster is selected, please provide details on this.

### Answer

**Agriculture:** The Airport supports agriculture as there are two agricultural operators who lease ground at the Airport. The operators use the Airport as their base to perform their duties to surrounding farms within and outside the County.

**Aviation:** The Airport supports aviation through hosting all types of travel; from leisurely visits and fuel stops to traveling nurses and doctors, project engineer inspection, and Life Flight Air Ambulance to and from the area.

**Education Services and Technology:** The Airport supports education services and technology by promoting an additional small business utilizing unmanned aircraft systems, as well as a skilled work force including a commercial pilot who uses the County as their home base. The Airport has hosted pilot training in the past, and there are more interested parties in doing so.

**Electric Vehicles and Sustainable Transportation:** The Airport supports electric vehicles and sustainable transportation as BETA Technologies has communicated to the County in having interest in establishing a site for charging electric planes. The Airport is also interested in establishing a transportation hub for commuters.

**Software:** The Airport supports software as the County strives to raise incomes and create jobs within software development, and in the future, construct a site on the Airport for aeronautics.

**Solar:** The Airport supports solar as the operation and maintenance of a 150 MW solar panel project has been constructed in the County, with a future 350 MW of panel expansion. The Airport is a strong supporter of the inspectors flying to and from the Airport to the solar panel project.

**Tourism and Hospitality:** The Airport supports tourism and hospitality as the Airport is an easy way to access the County from other areas in Oregon. Expanding utilities will encourage additional tourism to the County, including several hunting preserve operations. Fish and game operations additionally use the Airport for population counts.

**Wind Energy:** The Airport supports wind energy as the operation and maintenance of 120 windmills have been constructed within the County. This installation has created a steady traffic flow of engineering and inspection to and from the Airport, and these operations will continue.

**Question 31:** Does this project benefit the Oregon economy by generating a net increase in or retention of long-term jobs (beyond short-term construction jobs) and/or increasing private investment in Oregon? Please respond with yes or no, if yes, please explain.

- a) Number of long-term (non-construction) jobs created or retained as a direct result of the project
- b) Average annual wage of long-term (non-construction) jobs created or retained
- c) List up to five businesses that will verify job creation/retention or new private investment
- d) What is the increase by these businesses in Oregon as a result of this project?

If yes is selected, commitment letters must be submitted with the application. These letters must be from businesses or organizations. Letters must state their intention to operate in Oregon and detailing: the number of jobs created or retained over a specific period of time as a result of this project, and/or the amount of additional private investment that the entity would make in Oregon over a specified period of time as a direct result of this project.

#### Answer

NUMBER OF JOBS NEEDS SALARY INFORMATION AND BACKUP INFORMATION, INCLUDING CONTACTS.

**Question 32: a)** Is the project located within 10 miles of operations conducted for mining aggregate or processing aggregate as described in ORS 215.213 uses permitted in exclusive farm use zones in counties that adopted marginal lands system prior to 1993 (2)(d) or 215.283 uses permitted in exclusive farm use zones in non-marginal lands counties (2)(b). This is not common.

**b)** Please explain. If yes is selected on a, then a dialog box will open up and the name and location of the site can be explained.

#### Answer

- a) N/A currently no operations just stock pile at this time.

### Additional Considerations

**Question 33:** Additional Considerations. The additional considerations questions will be used by the review committees to help break ties or differentiate between projects that scored closely on the previous questions. Briefly describe any expected project benefits or impacts in the areas of equity and climate, two key areas that ODOT highlighted in the [Strategic Action Plan](#) (SAP). As climate and equity are central themes of the SAP, responses to these items are required, even if the impacts are minimal.

Please note that the list below of questions are not intended to be exhaustive, but to instead provide an array of options to pick from. Applicants may choose, but are not expected to answer multiple questions.

- a. How does this project impact equity considerations? Below are potential

questions that could be answered to demonstrate how this consideration is being addressed.

- Does the project improve economic and social well-being for Black, Indigenous, People of Color (BIPOC), low-income Oregonians, or others who have been marginalized? If so, how?
- What research or study has been done to identify equity benefits or impacts? What were the results?
- Are benefits and other impacts distributed among local populations? What mitigations does the project include?
- Are there other creative solutions to be implemented that reduce impacts or improve benefits?
- Does the proposal incentivize construction jobs going to those in the local community, or diversity goals, potentially with training programs to build capacity in minority and disadvantaged businesses?
- Is an inclusive process used that employs newer ways to capture input of underrepresented communities that live in the project vicinity that are often lower income, (e.g. design details) that may affect travel of all modes in the area, construction impacts? Does it also keep these communities informed as the project progresses?
- Investment includes design elements that shield negative impacts from the surrounding community (e.g. traffic noise, air quality pollution, safety). Are any of these communities high equity communities?

Potential starting points for answers are below; please use data and supporting information where available.

*Examples: The workforce in this industry is predominantly \_\_\_\_\_ which as a demographic has a higher unemployment rate than the state as a whole, thus expansion in this industry by the project should result in \_\_\_ jobs for this group.*

*As part of the outreach efforts, airport planners held meetings with adjacent community members to determine ways to mitigate impacts of expansion of air cargo and passenger travel.*

*\_\_\_\_\_ County has the \_\_\_\_\_th lowest income in the state, and jobs at the Port of \_\_\_\_\_ represent high wages relative to the immediate area.*

*Expansions of operations of \_\_\_\_\_ mode can have impacts to the economic and social well-being of BIPOC communities; however, our agency will utilize best practices by doing \_\_, which will mitigate such impacts.*

- b.** How does the project affect climate mitigation, adaptation and sustainability considerations? Below are potential questions that could be answered to demonstrate how this consideration is being addressed.

- Is the project anticipated to advance climate goals such as those noted in the [ODOT Climate Action Plan](#) (e.g. reduce GHG emissions, enhance adaptation and system resilience, and/or improve system sustainability)?
- Are elements incorporated to help offset greenhouse gas emissions?
- What scope or design features are included that increase climate resiliency or systemsustainability?
- Has a climate analysis been completed? If so, what are the results?
- Are there other creative solutions to be implemented that reduce impacts or improvebenefits?
- Does the project include use/purchase of low-carbon equipment, fuel, and/or materials inproject construction, as well as future operations & maintenance practices?
- Does the project design include materials that are resilient to future climate impacts (e.g.guardrail supports that will not burn in wildfires, hold up under repeated flooding, pavement and wiring protection that holds up under extreme heat)?

*Examples: Adding track in this area will increase rail capacity by \_\_\_\_\_ which is the equivalentof taking \_\_\_\_\_ trucks off the road and a GHG reduction of \_\_\_\_\_.*

*The \_\_\_\_\_ Airport refueling project will reduce GHG emissions by \_\_\_\_\_.*

*Terminal expansions at \_\_\_\_\_ will allow for larger cargo ships that are \_\_\_\_\_ more efficient.*

### Answer

- |                                                                            |
|----------------------------------------------------------------------------|
| <p>A) YES: A DBE goal will be in place for construction bid.<br/>B) NO</p> |
|----------------------------------------------------------------------------|

**Question 34:** Maintenance and Operations. What is the source/are the sources of funds for the continuedmaintenance and operation of the project for the useful life of the project?

What is the status of these funds? Please select if the funds are secured, budgeted or there aresome other unique status.

Describe the steps remaining to commit maintenance and operations funding for the describeduseful life of the project following the completion of construction. Applicant is responsible for maintaining and operating the improvement for the specified time following completion of construction.

Have you had previous Connect Oregon grant awards? If yes, please denote which cycle(s)awards were received and the total award amount.

## Answer

With the current and future activity and operations, the County will easily be able to maintain and operate the utilities. As the utility expansion will provide opportunities for unmanned aircraft systems as well as house an aircraft mechanic. The County has another grant application with the U.S. Economic Development Administration Build Better Back for the hangar construction that the utility expansion project will connect to.

## Documentation & Final Signature

**Question 35:** Documentation. Please upload files using the button or by dragging the files

Department of Revenue Tax Certification – This is required to demonstrate that potential applicants are up-to-date on their taxes.

Letters of Support – These are not required. Applicants may include letters of support from elected officials, businesses and other entities that are supportive of the proposal. Letters of support should articulate how the project would be beneficial to their respective entity as well as the public at large. Letters should be unique to each writer; duplicative form letters are discouraged. Please limit length to (1) page per letter.

Property Ownership, land lease/control – Please upload documentation that demonstrates that the applicant has control of the proposed site for the application. Deeds, lease agreements, options to buy, property tax statements and other documents that show the applicant has control or will have control of the subject site can be accepted to meet this requirement.

Secretary of State Business ID – If yes to Question 2, for non-profits and private businesses, please upload any relevant documents.

Site plans, if available – If there are site plans or other supporting documents that show the extent of the proposal please include them here. Pages need to be in 8.5'x11', or 11'x17' format. Reviewers have limited time to read documents; please limit your submissions to 1-4 pages per document. If plans or documents are part of a larger document, please only include the pages that are relevant.

Planning/Permitting Documents – If the application notes that the project is listed in a masterplan or there are other planning and permitting documents that reference the project, please upload here. In cases where the documents are large, please only upload the pages relevant to this application.

Miscellaneous – If there any other supporting documents for the application that don't follow under the previous categories, but nevertheless help demonstrate how the project meets these seven statutory considerations and additional considerations,



or otherwise better clarifies the project, please upload them under this tab.

**Answer**

MORROW COUNTY

**Question 36:** Authorizations and Signatures. Please read and check all boxes. MORROW COUNTY

- By checking this box, I certify that above-mentioned Applicant Organization supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for Connect Oregon funds. I further certify that matching funds are available or will be available for the proposed project no later than 60 days prior to the Oregon Transportation Commission's final action on grant awards, anticipated to be in May or July 2022. I understand that all State of Oregon rules for contracting, auditing, underwriting (where applicable), and payment will apply to this project.
- By checking this box, I certify that all of the content of this application is true to the best of my knowledge and that I have read the Sample Draft Agreement and will sign the Agreement if selected. I understand that non-compliance with the agreement and program may result in a cancelled project and return of grant funds.
- By checking this box, I certify that per Oregon Administrative Rule (OAR) 731-035-0050(2)(b), as a condition of Connect Oregon program eligibility, applicants must be current on all state and local taxes, fees and assessments where applicable. Inasmuch, as an authorized representative, I declare, that MY ORGANIZATION, is to the best of the undersigned(s) knowledge, current on all Oregon state and local taxes, fees and assessments. As a continuing requirement to remain eligible, I understand that MY ORGANIZATION will remain current on all Oregon State and local taxes, fees and assessments and failure to comply with this rule may result in corrective action up to and including a determination of ineligibility for Connect Oregon funding. I further understand that Connect Oregon funds may be withdrawn should it be determined that this certification was signed falsely or in error, or that MY ORGANIZATION has become delinquent in its state and local tax, fee or assessment obligation.

It is important that all applicants understand these certifications, which place a number of requirements on award grantees should they be selected for funding. ODOT encourages all manner of applications that meet program eligibility requirements; however, the agency is steward of the grant funds and must cancel projects and recover grant funds if grantees are unwilling or unable to abide by the conditions of their grant agreement and/or the relevant OARs.

October 20, 2021

Connect Oregon Grant Application Committee  
Oregon Department of Transportation  
355 Capitol Street N.E., M511  
Salem, OR 97301-3871

To whom it may concern,

The Morrow County Board of Commissioners supports the Connect Oregon 2021 Application for the Lexington Airport Utility Expansion Project. The scope of work on this project is to extend electric and fiber optic utilities to the Airport for the development of additional hangars.

Our Airport is vital to the agricultural economy and continues to serve this segment very well. It is also an attractive site for new industry, including developers of innovative aircraft, both manned and unmanned aircraft systems (UAS). The County has at least one company with a desire to locate here, contingent upon future utility expansion.

The County continues to maintain a long-standing waiting list of applicants for hangar space, which continues to grow each year and speaks to an unmet need. We believe the capital improvements will allow us to enhance the Airport and adapt it to new uses. We also recognize, and are encouraged by, the economic benefits resulting from the expansion, namely the creation of new jobs and private investment, and are prepared to provide the required matching funds.

The Lexington Airport Utility Expansion Project is consistent with the 2014 Update to the Airport Layout Plan, and the Morrow County Comprehensive Land Use Plan.

Thank you for consideration of this Application.

Sincerely

---

Don Russell  
Chair

---

Jim Doherty  
Commissioner

---

Melissa Lindsay  
Commissioner



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)

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

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 10/20/21

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:
Mike Gorman 10/14/21 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)

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

These two refunds are due to an over estimate of taxes for the recording of two different partition plats. Statute requires all taxes to be current prior to recording of plats. The tax year runs from July 1 through June 30 and current year taxes are not calculated until October, so taxes have to be estimated and then collected for plats recorded after July 1. We are forced to use prior year's taxes as a basis for our estimate and these two properties have large values and tax amounts. There is a refund for the Port of Morrow and one for Amazon.

## **2. FISCAL IMPACT:**

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

Sign refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

No. 21-26  
Tax Year 2020-21  
Acct. # 12611

Property Owner & Refund to:

Amazon Data Services, Inc  
PO Box 80416  
Seattle, WA 98108-0416

Tax Payer:

Amazon Data Services, Inc  
PO Box 80416  
Seattle, WA 98108-0416

Receipt # 267624

Date paid 8/12/2021

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
42,840.15	47,285.20	-1,285.20	46,000.00	42,840.15	-1,285.20	41,554.95	0.00	0.00	4,445.05	0.00	4,445.05

Reason: Prepayment Overage


Approved: \_\_\_\_\_ 2021

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
\_\_\_\_\_  
Michael Gorman, Tax Collector

Date 10-14-21

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

No. 21-27  
Tax Year 2020-21  
Acct. # 4282

*Property Owner & Refund to:*

Port of Morrow  
PO BOX 200  
Boardman, OR 97818-0200

*Tax Payer:*

Port of Morrow  
PO BOX 200  
Boardman, OR 97818-0200

Receipt # 267632

Date paid

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
58,333.53	85,750.01	-1,750.01	84,000.00	58,333.53	-1,750.01	56,583.52	0.00	0.00	27,416.48	0.00	27,416.48

Reason: Prepayment Overpaid

Approved: \_\_\_\_\_

2021

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
\_\_\_\_\_  
Michael Gorman, Tax Collector

\_\_\_\_\_  
Commissioner

Date 10-14-21

\_\_\_\_\_  
Commissioner



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

(For BOC Use)  
 Item #

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

Presenter at BOC: Greg Close

Date submitted to reviewers: October 12, 2021

Department: Morrow County Public Works - Parks

Requested Agenda Date: October 20, 2021

Short Title of Agenda Item:

2021 2nd Season Youth Elk Hunt - Off-Highway Vehicle Park

(No acronyms please)

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

- |                                                                           |                                                         |
|---------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                   |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:                                                           | Estimated Time: <b>5 minutes</b>                        |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

 10/12/2021 Department Director

Required for all BOC meetings

\_\_\_\_\_  
DATE Administrator

Required for all BOC meetings

\_\_\_\_\_  
DATE County Counsel

\*Required for all legal documents

\_\_\_\_\_  
DATE Finance Office

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
DATE Human Resources

\*If appropriate

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

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

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

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

Annual Second Season Special Youth Spike Only Elk Hunt at the Morrow/Grant County Off-Highway Vehicle Park. This hunt is held during the regularly scheduled second season elk hunt for the area as stated by Oregon Department of Fish and Wildlife (ODFW) November 06 - 14, 2021. With park trail area closures starting on or around November 02, 2021 to prepare for the Youth Hunt.

This hunt is not a hunt that is put on with ODFW it only provides permission to hunt for Morrow and Grant County Youth to hunt on park property. This hunt was established as a way to give back to the communities that help make the park possible.

Applicants: allow up to six (6) youth hunters with four (4) alternates that are residents of Morrow or Grant County between the ages of 12 - 17 unless participating in the ODFW Mentored Youth Hunter Program. The goal is to have equal participants from Morrow and Grant County.

There was a total of seven (7) applications received by the youth application due date/time (October 12, 2021 @ 4:00pm)

- 7 - Total Applications Received
- 1 - Grant County Resident Applications
- 6 - Morrow County Resident Applications
- 0 - Other County Residency Applications

In years past if there were one (1) or two (2) more applicants for the hunt received those applicants were permitted to participate in the hunt. If three (3) or more applicants above they became Alternates.

**2. FISCAL IMPACT:**

Little to none

- Employees Time - Assisting with the program

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

Recommended Option:

Motion to approve all seven (7) applicants meeting criteria (Morrow or Grant County Resident) to participate in the Youth Hunt, with all applicants not meeting criteria (0) to be notified as unsuccessful.

Alternate Option:

Move to approve one (1) Grant County and five (5) Morrow County applicants meeting criteria to participate in the youth hunt, with one (1) Morrow County alternate.

Attach additional background documentation as needed.



Contact emails were Bcc: to those who received email

Email sent to:

**All Individuals requesting documents or Information**

**Ione School District**

Cathy McCabe  
Kevin Dinning

**Morrow County School District**

Marie Shimer  
Jessica Lentz

**Grant County School District**

Robert Waltenburg  
Tara Young

**Blue Mountain Eagle Newspaper**

Kimberly Kell

**Heppner Gazette Times**

Bobby Gordon - Editor

**Heppner Chamber of Commerce**

JoAnna Lamb

**Boardman Chamber of Commerce**

Torrie Griggs

Information was also available on the Morrow County Parks Web site under News and Announcements, as well as the Parks Facebook page.



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 - 17\*  
APPLICATION**



**MUST BE** turned in by **October 12, 2021 at 4:00 p.m.** to

Morrow County Public Works. P.O. Box 428, Lexington, OR. 97839

General Second Season, Spike Only Elk, Nov. 02 - Nov. 14, 2021.

*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

RECEIVED SEP 16 2021

Name Preslie J Bowles  
First -- Middle Initial -- Last

[REDACTED]  
Physical Address (Street Address)

[REDACTED]  
Mailing Address (if different from Physical Address)

Irrigon, ORE, 97844  
City, State ZIP Code

Age. [REDACTED]

Phone [REDACTED]

Are you a Morrow or Grant County Resident? **Hunting License (REQUIRED) must include a copy**  
 YES  NO  if no what County \_\_\_\_\_

Is a copy of current hunting license included with application? YES  NO

**A copy of your current hunting license showing Morrow or Grant County residence is required with application.**

Have you completed a Hunter Education Course? YES  NO

*Attach/Include copy of Hunter Education certificate*

Have you participated in this hunt in prior years? YES  NO

If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

Teff Bowles 9-14-21  
Signature of parent/Guardian Date

Teff Bowles  
Printed Name of Parent/Guardian

Applications Due **OCTOBER 12, 2021 @ 4:00PM**  
 at the **MORROW COUNTY PUBLIC WORKS OFFICE**  
*Return applications to:*  
 Morrow County Public Works  
 365 West Highway 74  
 P.O. Box 428  
 Lexington, Oregon 97839  
 Phone# : 541-989-9500



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17\*  
APPLICATION**



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Morrow County Public Works. P.O. Box 428, Lexington, OR. 97839

General Second Season, Spike Only Elk, Nov. 02 – Nov. 14, 2021.

*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

RECEIVED SEP 30 2021

Name Riley M Gregg  
First — Middle Initial — Last

[REDACTED]  
Physical Address (Street Address)

John Day, OR 97845  
Mailing Address (if different from Physical Address)  
 City, State ZIP Code

Age. [REDACTED] with special hunt  
 Hunter Program.

Phone [REDACTED]

Are you a Morrow or Grant County Resident? Hunting License **(REQUIRED)** must include a copy  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO   
 A copy of your current hunting license showing Morrow or Grant County residence is required with application.

Have you completed a Hunter Education Course? YES  NO   
 Attach/Include copy of Hunter Education certificate

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

Janet Plocharsky 9/30/21  
Signature of parent/Guardian Date

**Janet Plocharsky**  
Printed Name of Parent/Guardian

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 Lexington, Oregon 97839  
 Phone# : 541-989-9500



**MORROW / GRANT COUNTY OHV PARK**  
**SPECIAL ELK YOUTH HUNT**  
**FOR YOUTH AGES 12 – 17\***  
**APPLICATION**



**MUST BE turned in by October 12, 2021 at 4:00 p.m. to**

Morrow County Public Works. P.O. Box 428, Lexington, OR. 97839

General Second Season. Spike Only Elk. Nov. 02 – Nov. 14, 2021.

*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

RECEIVED SEP 14 2021  
 via email

Name Radley R Griggs  
 First --- Middle Initial --- Last

[Redacted]  
 Physical Address (Street Address)

Boardman, OR 97818  
 Mailing Address (if different from Physical Address)  
 City, State ZIP Code

Age. [Redacted] with special hunt  
 Phone [Redacted] Hunter Program.

Are you a Morrow or Grant County Resident? **Hunting License (REQUIRED) must include a copy**  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO   
**A copy of your current hunting license showing Morrow or Grant County residence is required with application.**

Have you completed a Hunter Education Course?  
 YES  NO   
**Attach/Include copy of Hunter Education certificate**

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

**Torrie Griggs**  
 Digitally signed by Torrie Griggs  
 Date: 2021.09.14 11:37:56 -07'00'  
 Signature of parent/Guardian Date

**Torrie Griggs**  
 Printed Name of Parent/Guardian

Applications Due **OCTOBER 12, 2021 @ 4:00PM**  
 at the **MORROW COUNTY PUBLIC WORKS OFFICE**  
 Return applications to:  
**Morrow County Public Works**  
**365 West Highway 74**  
**P.O. Box 428**  
**Lexington, Oregon 97839**  
**Phone# : 541-989-9500**



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17<sup>+</sup>  
APPLICATION**



**MUST BE turned in by October 12, 2021 at 4:00 p.m. to**

Morrow County Public Works. P.O. Box 428, Lexington, OR. 97839

**General Second Season, Spike Only Elk, Nov. 02 – Nov. 14, 2021.**

*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

Name Jaaper C Hardy  
First -- Middle Initial --- Last

[REDACTED]  
Physical Address (Street Address)

[REDACTED]  
Mailing Address (if different from Physical Address)

Lex, OR 97843  
City, State ZIP Code

Age [REDACTED]

Phone [REDACTED]

Are you a Morrow or Grant County Resident? **Hunting License (REQUIRED) must include a copy**  
 YES  NO  if no what County \_\_\_\_\_

Is a copy of current hunting license included with application? YES  NO   
**A copy of your current hunting license showing Morrow or Grant County residence is required with application.**

Have you completed a Hunter Education Course?  
 YES  NO   
*Attach/Include copy of Hunter Education certificate*

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

Hardy 09/27/21  
Signature of parent/Guardian Date

Diane Hardy  
Printed Name of Parent/Guardian

Applications Due **OCTOBER 12, 2021 @ 4:00PM**  
 at the **MORROW COUNTY PUBLIC WORKS OFFICE**  
*Return applications to:*  
**Morrow County Public Works**  
**365 West Highway 74**  
**P.O. Box 428**  
**Lexington, Oregon 97839**  
**Phone# : 541-989-9500**

RECEIVED SEP 27 2021 4:20 PM



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17\*  
APPLICATION**



**MUST BE turned in by October 12, 2021 at 4:00 p.m. to**

Morrow County Public Works. P.O. Box 428, Lexington, OR. 97839

General Second Season, Spike Only Elk, Nov. 02 – Nov. 14, 2021.

*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

RECEIVED OCT 12 2021

Name Jacob M Haugen  
First --- Middle Initial --- Last

[Redacted]  
(Address)

[Redacted]  
Mailing Address (if different from Physical Address)

Heppner, OR 97836  
City, State ZIP Code

Age [Redacted] hunt am.

Phone [Redacted]

Are you a Morrow or Grant County Resident? **Hunting License (REQUIRED) must include a copy**  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO   
**A copy of your current hunting license showing Morrow or Grant County residence is required with application.**

Have you completed a Hunter Education Course?  
 YES  NO   
**Attach/Include copy of Hunter Education certificate**

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

[Signature] 10/11/21  
Signature of parent/Guardian Date

Michael Haugen  
Printed Name of Parent/Guardian

Applications Due **OCTOBER 12, 2021 @ 4:00PM**  
 at the **MORROW COUNTY PUBLIC WORKS OFFICE**  
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 Lexington, Oregon 97839  
 Phone# : 541-989-9500



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17\*  
APPLICATION**



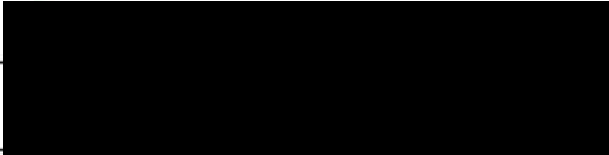
**MUST BE** turned in by **October 12, 2021 at 4:00 p.m.** to

Morrow County Public Works, P.O. Box 428, Lexington, OR. 97839

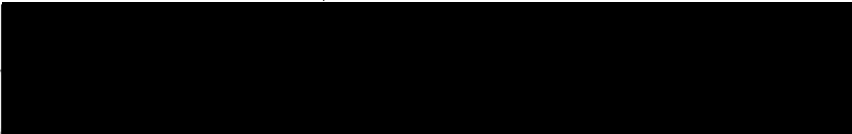
General Second Season, Spike Only Elk, Nov. 02 – Nov. 14, 2021.


*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

Name Ryan Scott Haugen  
First --- Middle Initial --- Last

  
 Mailing Address (if different from Physical Address)

97836  
 City, State ZIP Code

Age. 

Phone 

Are you a Morrow or Grant County Resident? **Hunting License (REQUIRED) must include a copy**  
 YES  NO  if no what County \_\_\_\_\_

Is a copy of current hunting license included with application? YES  NO

**A copy of your current hunting license showing Morrow or Grant County residence is required with application.**

Have you completed a Hunter Education Course?  
 YES  NO

*Attach/Include copy of Hunter Education certificate*

Have you participated in this hunt in prior years? YES  NO

If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

  
 Signature of parent/Guardian 10/11/21  
 Date

Michael Haugen  
 Printed Name of Parent/Guardian

Applications Due **OCTOBER 12, 2021 @ 4:00PM**  
 at the **MORROW COUNTY PUBLIC WORKS OFFICE**

*Return applications to:*  
**Morrow County Public Works**  
 365 West Highway 74  
 P.O. Box 428  
 Lexington, Oregon 97839  
 Phone# : 541-989-9500

RECEIVED OCT 12 2021  
 13078



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17\*  
APPLICATION**



**MUST BE** turned in by October 08, 2020 at 5:00 p.m. to

Morrow County Public Works. P.O. Box 428, Lexington, OR. 97839

General Second Season, Spike Only Elk, Nov. 07 – Nov. 15, 2020

*(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)*

RECEIVED OCT 07 2021  
8:05 AM  
outside drop box

Name Katie L. Spivey  
First --- Middle Initial --- Last

[Redacted]  
Address

[Redacted]  
Mailing Address (if different from Physical Address)

Tione, OR 97843  
City, State ZIP Code

Age. [Redacted] hunt  
Phone [Redacted] ram.

Are you a Morrow or Grant County Resident? **Hunting License (REQUIRED) must include a copy**

YES  NO  if no what County \_\_\_\_\_

Is a copy of current hunting license included with application? YES  NO

**A copy of your current hunting license showing Morrow or Grant County residence is required with application.**

Have you completed a Hunter Education Course? **Please include a copy**

YES  NO

**Attach/Include copy of Hunter Education certificate**

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

[Signature] 10-6-21  
Signature of parent/Guardian Date

Stefanie Spivey  
Printed Name of Parent/Guardian

Applications Due **OCTOBER 08, 2020 @ 4:00PM**  
at the **MORROW COUNTY PUBLIC WORKS OFFICE**  
**Return applications to:**  
Morrow County Public Works  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone# : 541-989-9500





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Parks was awarded \$60,000 in the 2021- 2023 O&M grant from Oregon State Parks to purchase a new mini Excavator.

Bobcat of Pasco WA.

E 50 LA bobcat compact excavator two buckets                      Total \$ 48,423.48

SS Equipment Inc.

2021 New Holland E 57LA excavator                      Total \$ 49,200.00

Two buckets

SS Equipment Inc.

2021 New Holland E-60LA excavator                      Total \$ 52,300

Two buckets

John Deere 60GLA compact excavator and two buckets    Total \$ 71,735.91

Western states cat Pendleton OR.

305LA track excavator two buckets                      Total \$ 58,679.82

## 2. FISCAL IMPACT:

funds to be taken out of equipment capital outlay equipment purchase line item

238-300-5-40-4103 with a current balance of \$162,000 leaving a balance of \$113,576.52

This excavator is totally grant funded out of the 2021 2022 O&M Grant from State Parks

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

Morrow County Parks would like the Board of Commissioners to make a motion to authorize the purchase of a Bobcat E50LA with two buckets from Bobcat of Pasco in the amount of \$ 48,423.48

Attach additional background documentation as needed.

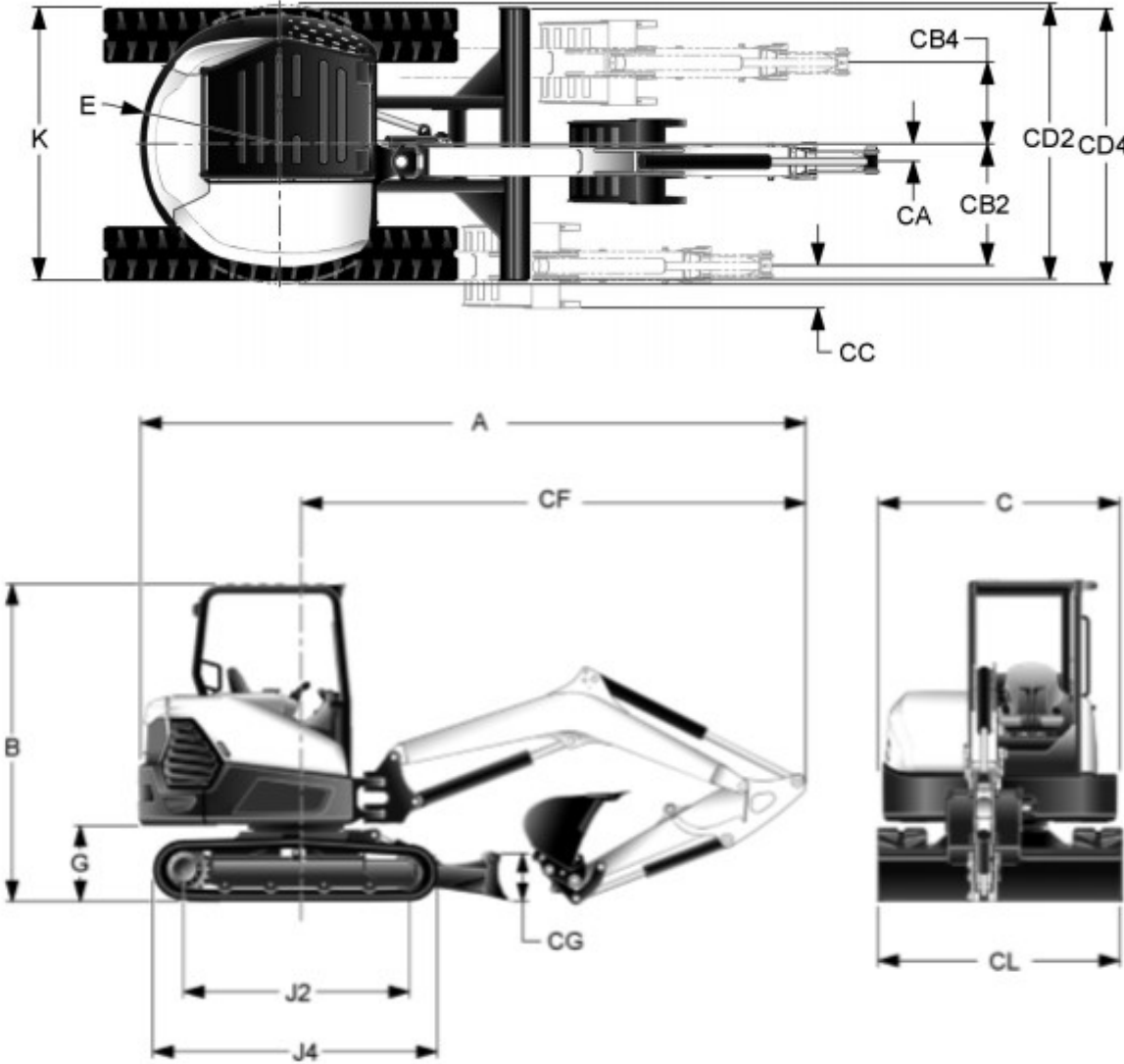
compact excavator bids  
2021

Proposser	Length	width	track length	track width	angle blade width	two speed	full cab	diesel HP	adjust hyd.	drain kit	thumb	24 " bucket	36" bucket	price	discount	trade in	cost
Bobcat E 50 LA	99.3"	77"	99.3"	15.7"	77.2"	yes	yes	49 HP	yes	yes	yes	yes	yes	66,423		18,000.00	48,423.48
New Holland E-57LA	100"	76"	100"	15"	76"	yes	yes	66.9 HP	yes	yes	yes	yes	yes	73,200.00		24,000	49,200
New Holland E-60cLA	100	73"	100"	15"	76"	yes	yes	64.7	yes	yes	yes	yes	yes	76,300		24,000	52,300.00
W.S. Cat 305LA	102"	78"	102"	16"	78"	yes	yes	40.2HP	yes	yes	yes	yes	yes	100,629	23,949.18	40,679.82	58,679.82
Johb Deere 60 LA	98"	79"	98"	16"	79"	yes	yes	53 HP	yes	yes	yes	yes	yes	118,774.00	28,413.09	18,625	71,735.91

EXCAVATOR SPECIFICATIONS

**E50-R2 Excavator Machine Dimensions**

- Where applicable, specifications conform to SAE or ISO standards and are subject to change without notice.

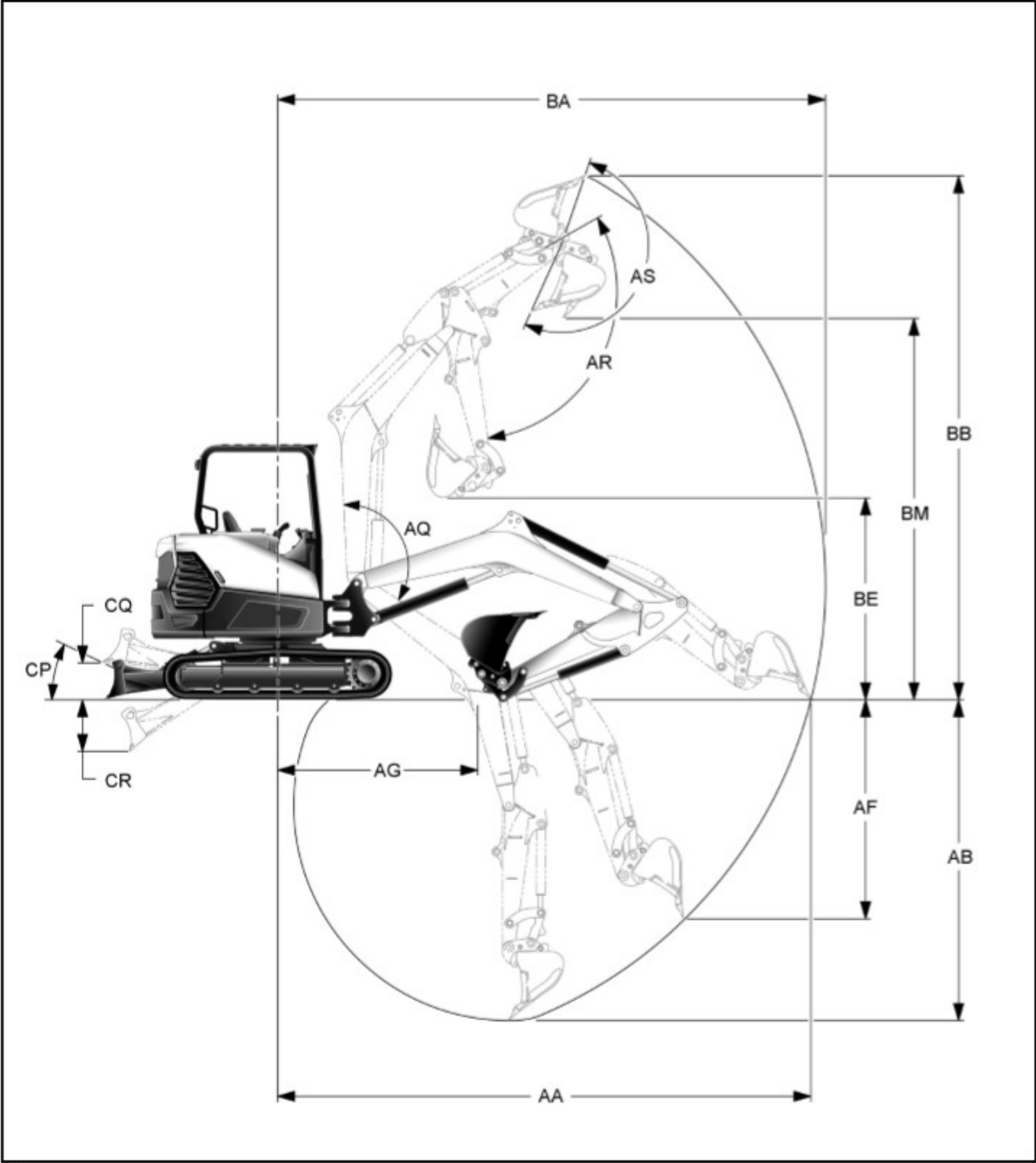


REF	DESCRIPTION	WITH STANDARD ARM	WITH LONG ARM
A	OVERALL LENGTH	5300 mm (208.7 in)	5368 mm (211.3 in)
B	OVERALL HEIGHT	2545 mm (100.2 in)	2545 mm (100.2 in)
C	WIDTH OF UPPERSTRUCTURE	1849 mm (72.8 in)	1849 mm (72.8 in)
E	SLEW CLEARANCE, REAR OF UPPERSTRUCTURE	1000 mm (39.4 in)	1071 mm (42.2 in)
G	CLEARANCE, UPPERSTRUCTURE TO GROUNDLINE	628 mm (24.7 in)	643 mm (25.3 in)
J2	NOMINAL DISTANCE BETWEEN CENTERLINES OF DRIVE SPROCKETS AND IDLERS	2004 mm (78.9 in)	2004 mm (78.9 in)
J4	NOMINAL OVERALL LENGTH OF TRACK ASSEMBLY	2523 mm (99.3 in)	2523 mm (99.3 in)
K	OVERALL WIDTH OF CRAWLER.	1960 mm (77.2 in)	1960 mm (77.2 in)
CA	MACHINE CENTERLINE TO WORKING EQUIPMENT CENTERLINE, NORMAL OPERATION	125 mm (4.9 in)	125 mm (4.9 in)
CB2	MACHINE CENTERLINE TO WORKING EQUIPMENT CENTERLINE, WORK WIDTH AT MAX RH ROTATION	872 mm (34.3 in)	872 mm (34.3 in)
CB4	MACHINE CENTERLINE TO WORKING EQUIPMENT CENTERLINE, WORK WIDTH AT MAX LH ROTATION	586 mm (23.1 in)	586 mm (23.1 in)
CC	BUCKET EDGE TO WORKING EQUIPMENT CENTERLINE	305 mm (12.0 in)	305 mm (12.0 in)
CD2	WORKING WIDTH MAX RH ROTATION	1980 mm (77.9 in)	2051 mm (80.7 in)
CD4	WORKING WIDTH MAX LH ROTATION	1972 mm (77.7 in)	2032 mm (80.0 in)
CF	MIN. RADIUS IN TRAVEL POSITION	4300 mm (169.3 in)	4296 mm (169.2 in)
CG	BLADE HEIGHT	422 mm (16.6 in)	422 mm (16.6 in)
CL	BLADE WIDTH	1960 mm (77.2 in)	1960 mm (77.2 in)

*\*Specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.*

EXCAVATOR SPECIFICATIONS (CONT'D)

E50-R2 Excavator Working Range Dimensions



EXCAVATOR SPECIFICATIONS (CONT'D)

**E50-R2 Working Range Specifications**

REF	DESCRIPTION	WITH STANDARD ARM	WITH LONG ARM
AA	MAX. RADIUS AT GROUNDLINE	5889 mm (231.9 in)	6278 mm (247.2 in)
AB	MAX. DIGGING DEPTH	3478 mm (136.9 in)	3878 mm (152.7 in)
AF	MAX. DEPTH OF VERTICAL WALL THAT CAN BE EXCAVATED.	2417 mm (95.1 in)	2789 mm (109.8 in)
AG	BUCKET FLAT ON GROUNDLINE	2229 mm (87.7 in)	2086 mm (82.1 in)
AQ	BOOM PIVOT ANGLE	126°	126°
AR	ARM PIVOT ANGLE	115°	115°
AS	BUCKET PIVOT ANGLE	186°	185°
BA	MAX. RADIUS OF WORKING EQUIPMENT	6028 mm (237.3 in)	6407 mm (252.2 in)
BB	MAX. HEIGHT OF WORKING EQUIPMENT	5552 mm (218.6 in)	5808 mm (228.7 in)
BE	MIN. CLEARANCE OF FULLY CURLED BUCKET AT MAX. BOOM HEIGHT	2022 mm (79.6 in)	1631 mm (64.2 in)
BM	MIN. CLEARANCE OF FULLY CURLED BUCKET AT MAX. ARM HEIGHT	3975 mm (156.5 in)	4230 mm (166.5 in)
CP	MAX. APPROACH ANGLE	27°	27°
CQ	MAX. BLADE HEIGHT	390 mm (15.4 in)	390 mm (15.4 in)
CR	MAX. BLADE DEPTH	547 mm (21.5 in)	547 mm (21.5 in)

*\*Specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors*

## EXCAVATOR SPECIFICATIONS (CONT'D)

### Performance Specifications

Operating weight (for canopy, rubber tracks, counterweight, standard bucket, and no operator)	5151 kg (11357 lb)
If equipped with the following	Cab with Heater, add 110 kg (242 lb) Cab with HVAC, add 129 kg (284 lb) Steel Tracks, add 125 kg (276 lb) Long Arm With Add On Counterweight, add 235 kg (519 lb) Add On Counterweight, add 200 (441 lb) Angle Blade, add 176 kg (387 lb)
Travel speed (Low / High)	2,8 km/h / 4,5 km/h (1.8 mph / 2.8 mph)
Digging Force (per ISO 6015) (standard arm)	31078 N (6987 lbf)
Digging Force (per ISO 6015) (long arm)	26519 N (5962 lbf)
Digging Force (per ISO 6015) (bucket)	42307 N (9511 lbf)

### Control Specifications

Steering	Two hand levers (optional foot pedals)
Hydraulics	Two hand-operated joysticks control boom, bucket, arm, and upperstructure slew. Thumb switch controls auxiliary hydraulics and boom swing.
Standard Blade	Hand lever
Angle Blade (if equipped)	Switch on blade lever
Two Speed	Switch on blade lever
Boom Swing	Electric switch on left joystick
Auxiliary Hydraulics	Electric switches on joysticks
Engine	Engine speed control dial with auto idle feature, key or keyless start switch.
Starting Aid	Glow Plugs – activated by start switch
Travel Brakes (Service & Parking)	Hydraulic lock in motor circuit
Swing Brakes (Service)	Hydraulic lock on motor
Swing Brakes (Holding)	Spring applied - hydraulic release



## EXCAVATOR SPECIFICATIONS (CONT'D)

### Engine Specifications

Make / Model	1.8 L Engine, V2, Tier 4
Fuel / Cooling	Diesel / Liquid
Horsepower:	
– Gross power (ISO 14396)	36,0 kW (49.0 hp)
– Gross power (SAE J1995)	36,5 kW (49.7 hp)
– Rated Power (SAE J1349)	36,0 kW (49.0 hp)
Torque:	
– Gross Torque (ISO 14396)	180,2 N•m (132.9 lb-ft)
– Gross Torque (SAE J1995)	182,5 N•m (134.6 lb-ft)
– Rated Torque	180,0 N•m (132.8 lb-ft)
Number Of Cylinders	3
Displacement	1,794 L (109.5 in <sup>3</sup> )
Bore / Stroke	90.0 x 94.0 mm (3.54 x 3.70 in)
Lubrication	Forced lubrication / cartridge type
Crankcase Ventilation	Closed breathing
Air Filter	Dual dry replacement paper elements
Ignition	Diesel – Compression
Low Idle Speed	1220 ± 25 rpm
High Idle Speed	2200 max rpm
Engine Coolant	Propylene Glycol / water mixture (53% PG / 47% water)

### Hydraulic System Specifications

Pump Type	single outlet variable displacement piston pump with gear pumps
Pump Capacity	138,5 L/min (36.6 gal/min)
Auxiliary Flow	75,7 L/min (20.0 U.S. gpm)
2nd Auxiliary Flow	45,4 L/min (12.0 U.S. gpm)
Control Valves	closed center individually compensated
System Relief Pressure	250 bar (3625 psi)
Slew Relief Pressure	245 psi (3553 psi)
Joystick Control Pressure	30 bar (435 psi)
Arm Port Relief, Base End And Rod End	290 bar (4206 psi)
Boom Port Relief, Base End And Rod End	290 bar (4206 psi)

## EXCAVATOR SPECIFICATIONS (CONT'D)

### Hydraulic System Specifications (Cont'd)

Blade Port Relief Based End	260 bar (3771 psi)
Angle Blade (If Equipped) Port Relief Base End And Rod End	260 bar (3771 psi)
Main Hydraulic Filter Bypass	3.4 bar (50 psi)
Case Drain Filter Bypass	1.7 bar (25 psi)
Auxiliary Relief	210 bar (3045 psi)

### Hydraulic Cylinders Specifications

Cylinder	Bore	Rod	Stroke
Boom (cushion up)	101,6 mm (4.00 in)	57,2 mm (2.25 in)	697,2 mm (27.45 in)
Arm (cushion retract / extend)	88,9 mm (3.50 in)	57,2 mm (2.25 in)	757,4 mm (29.82 in)
Bucket	82,6 mm (3.25 in)	50,8 mm (2.00 in)	524,0 mm (20.63 in)
Boom Swing	95,3 mm (3.75 in)	50,8 mm (2.00 in)	490,7 mm (19.32 in)
Blade	101,6 mm (4.00 in)	50,8 mm (2.00 in)	218,4 mm (8.60 in)
Angle Blade (If Equipped)	63,5 mm (2.50 in)	38,1 mm (1.50 in)	422,9 mm (16.65 in)

### Hydraulic Cycle Times

Bucket Curl	2.6 seconds
Bucket Dump	1.9 seconds
Arm Retract	3.3 seconds
Arm Extend	3.3 seconds
Boom Raise	5.7 seconds
Boom Lower	4.0 seconds
Boom Swing Left	4.6 seconds
Boom Swing Right	4.8 seconds
Blade Raise	3.1 seconds
Blade Lower	2.9 seconds
Angle Blade Left (If Equipped)	2.0 seconds
Angle Blade Right (If Equipped)	2.1 seconds

## EXCAVATOR SPECIFICATIONS (CONT'D)

### Electrical System Specifications

Starting Aid	Glow Plugs
Alternator	12 volt, 90 amp open frame with internal regulator
Battery	12 volt negative ground, 650 CCA at -18°C (0°F), 115 min reserve capacity at 25 amp
Starter	12 volt, 2.0 kW reduction drive
Lights (2)	37.5 watt (each)

### Drive System Specifications

Final Drive	Each track driven by hydraulic axial piston motor
Drive Reduction	58.9:1 two-stage planetary
Gradeability	25°
Travel Brakes	Hydraulic lock on motor

### Slew System Specifications

Slew Motor	Axial piston connected to a planetary drive
Slew Circle	Single-row shear-type ball bearings with internal gear
Slew Speed	9,0 rpm

### Undercarriage Specifications

Crawler Track Design	Sealed track rollers with box-section track roller frame
Track Adjuster	Grease type track adjusters with shock absorbing recoil springs
Width of Crawler	1960 mm (77.2 in)

## EXCAVATOR SPECIFICATIONS (CONT'D)

### Capacities Specifications

Fuel Tank	72,0 L (19.0 gal)
Hydraulic Reservoir	15,1 L (4.00 gal)
Hydraulic System Capacity (Center of Sight Glass)	54,9 L (14.50 gal)
Cooling System	7,6 L (2.00 gal)
Engine Oil and Filter	6,3 L (6.70 qt)

### Track Specifications

Type	Rubber	Steel
Width	400 mm (15.7 in)	400 mm (15.7 in)
Number of Shoes	Single Assembly	39
Number of Track Rollers (per side)	5	5


### Ground Pressure Specifications


	Rubber Tracks	Steel Tracks
Standard Arm	29,0 kPa (4.20 psi)	29,8 kPa (4.32 psi)
Long Arm	30,3 kPa (4.39 psi)	31,1 kPa (4.51 psi)

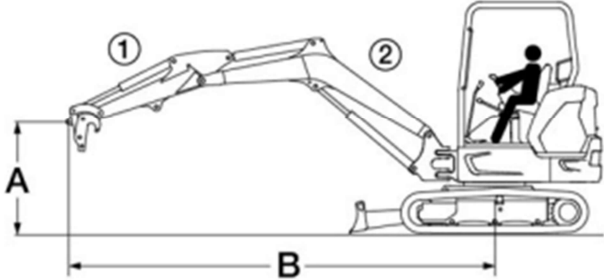
EXCAVATOR SPECIFICATIONS (CONT'D)

**RATED LIFT CAPACITY-Standard Arm and Medium Counterweight**

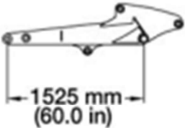
\*Where applicable, specifications conform to SAE and ISO standards and are subject to change without notice.





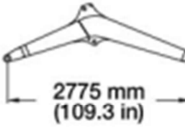


①




1525 mm  
(60.0 in)

②



2775 mm  
(109.3 in)



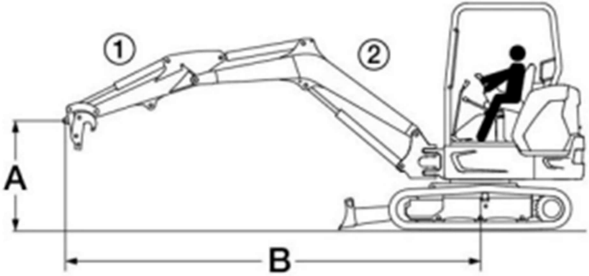

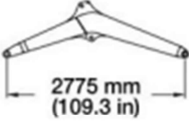
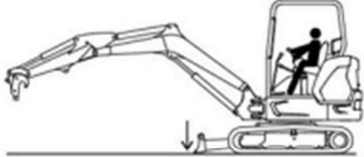
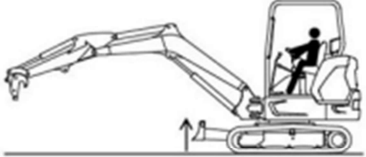
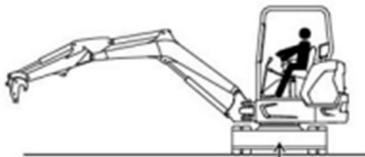
A	B				kg (lb) @ max. B	B				kg (lb) @ max. B	B				kg (lb) @ max. B
4000 mm (157.5 in)		*1255 kg (2767 lb)			*1280 kg (2822 lb) @ 4082 mm (161 in)		795 kg (1753 lb)			766 kg (1689 lb) @ 4082 mm (161 in)		749 kg (1651 lb)			721 kg (1590 lb) @ 4082 mm (161 in)
3000 mm (118.1 in)		*1245 kg (2745 lb)			*1283 kg (2829 lb) @ 4768 mm (188 in)		812 kg (1790 lb)			596 kg (1314 lb) @ 4768 mm (188 in)		756 kg (1667 lb)			553 kg (1219 lb) @ 4768 mm (188 in)
2000 mm (78.7 in)	*1957 kg (4314 lb)	*1485 kg (3274 lb)	*1323 kg (2917 lb)		*1320 kg (2910 lb) @ 5109 mm (201 in)	1263 kg (2784 lb)	799 kg (1761 lb)	552 kg (1217 lb)		531 kg (1171 lb) @ 5109 mm (201 in)	1154 kg (2544 lb)	733 kg (1616 lb)	505 kg (1113 lb)		486 kg (1071 lb) @ 5109 mm (201 in)
1000 mm (39.4 in)	*2755 kg (6074 lb)	*1788 kg (3942 lb)	*1418 kg (3126 lb)		*1375 kg (3031 lb) @ 5189 mm (204 in)	1209 kg (2665 lb)	780 kg (1720 lb)	550 kg (1213 lb)		519 kg (1144 lb) @ 5189 mm (204 in)	1076 kg (2372 lb)	703 kg (1550 lb)	497 kg (1096 lb)		468 kg (1032 lb) @ 5189 mm (204 in)
Ground	*3060 kg (6746 lb)	*1975 kg (4354 lb)	*1454 kg (3205 lb)		*1443 kg (3181 lb) @ 5025 mm (198 in)	1216 kg (2681 lb)	776 kg (1711 lb)	555 kg (1224 lb)		551 kg (1215 lb) @ 5025 mm (198 in)	1057 kg (2330 lb)	688 kg (1517 lb)	495 kg (1091 lb)		491 kg (1082 lb) @ 5025 mm (198 in)
-1000 mm (-39.4 in)	*2911 kg (6418 lb)	*1923 kg (4239 lb)			*1516 kg (3342 lb) @ 4582 mm (180 in)	1271 kg (2802 lb)	798 kg (1759 lb)			655 kg (1444 lb) @ 4582 mm (180 in)	1082 kg (2385 lb)	696 kg (1534 lb)			575 kg (1268 lb) @ 4582 mm (180 in)

50
\* 
SW 19
7342849B

EXCAVATOR SPECIFICATIONS (CONT'D)


**RATED LIFT CAPACITY-Standard Arm and Heavy Counterweight**


\*Where applicable, specifications conform to SAE and ISO standards and are subject to change without notice.

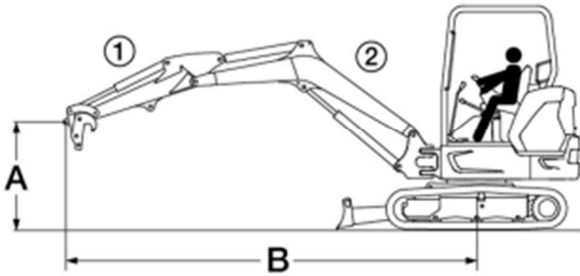
												
												
A												
	B			B			B					
	3000 mm (118.1 in)	4000 mm (157.5 in)	5000 mm (196.9 in)	kg (lb) @ max. B	3000 mm (118.1 in)	4000 mm (157.5 in)	5000 mm (196.9 in)	kg (lb) @ max. B	3000 mm (118.1 in)	4000 mm (157.5 in)	5000 mm (196.9 in)	kg (lb) @ max. B
4000 mm (157.5 in)	*1255 kg (2767 lb)		*1280 kg (2822 lb) @ 4082 mm (161 in)		882 kg (1944 lb)		851 kg (1876 lb) @ 4082 mm (161 in)		832 kg (1834 lb)		801 kg (1766 lb) @ 4082 mm (161 in)	
3000 mm (118.1 in)	*1245 kg (2745 lb)		*1283 kg (2829 lb) @ 4768 mm (188 in)		901 kg (1986 lb)		668 kg (1473 lb) @ 4768 mm (188 in)		840 kg (1852 lb)		620 kg (1367 lb) @ 4768 mm (188 in)	
2000 mm (78.7 in)	*1957 kg (4314 lb)	*1485 kg (3274 lb)	*1323 kg (2917 lb) @ 5109 mm (201 in)	1398 kg (3082 lb)	890 kg (1962 lb)	621 kg (1369 lb)	599 kg (1321 lb) @ 5109 mm (201 in)	1276 kg (2813 lb)	818 kg (1803 lb)	569 kg (1254 lb)	548 kg (1208 lb) @ 5109 mm (201 in)	
1000 mm (39.4 in)	*2755 kg (6074 lb)	*1788 kg (3942 lb)	*1418 kg (3126 lb)	*1375 kg (3031 lb) @ 5189 mm (204 in)	1347 kg (2970 lb)	873 kg (1925 lb)	621 kg (1369 lb)	586 kg (1292 lb) @ 5189 mm (204 in)	1201 kg (2648 lb)	789 kg (1739 lb)	562 kg (1239 lb)	530 kg (1168 lb) @ 5189 mm (204 in)
Ground	*3060 kg (6746 lb)	*1975 kg (4354 lb)	*1454 kg (3205 lb)	*1443 kg (3181 lb) @ 5025 mm (198 in)	1359 kg (2996 lb)	872 kg (1922 lb)	627 kg (1382 lb)	623 kg (1373 lb) @ 5025 mm (198 in)	1184 kg (2610 lb)	774 kg (1706 lb)	560 kg (1235 lb)	556 kg (1226 lb) @ 5025 mm (198 in)
-1000 mm (-39.4 in)	*2911 kg (6418 lb)	*1923 kg (4239 lb)		*1516 kg (3342 lb) @ 4582 mm (180 in)	1420 kg (3131 lb)	896 kg (1975 lb)		736 kg (1623 lb) @ 4582 mm (180 in)	1211 kg (2670 lb)	783 kg (1726 lb)		648 kg (1429 lb) @ 4582 mm (180 in)

**RATED LIFT CAPACITY- Long Arm and Heavy Counterweight**

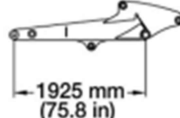
\*Where applicable, specifications conform to SAE and ISO standards and are subject to change without notice.





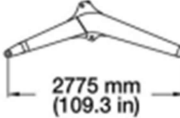


①





1925 mm  
(75.8 in)

②



2775 mm  
(109.3 in)

A	B			kg (lb) @ max. B	B			kg (lb) @ max. B	B			kg (lb) @ max. B
	3000 mm (118.1 in)	4000 mm (157.5 in)	5000 mm (196.9 in)		3000 mm (118.1 in)	4000 mm (157.5 in)	5000 mm (196.9 in)		3000 mm (118.1 in)	4000 mm (157.5 in)	5000 mm (196.9 in)	
4000 mm (157.5 in)		*976 kg (2152 lb)		*1112 kg (2452 lb) @ 4581 mm (180 in)		910 kg (2006 lb)		715 kg (1576 lb) @ 4581 mm (180 in)		859 kg (1894 lb)		672 kg (1481 lb) @ 4581 mm (180 in)
3000 mm (118.1 in)		*1032 kg (2275 lb)	*1105 kg (2436 lb)	*1036 kg (2284 lb) @ 5186 mm (204 in)		921 kg (2030 lb)	628 kg (1384 lb)	586 kg (1292 lb) @ 5186 mm (204 in)		860 kg (1896 lb)	582 kg (1283 lb)	543 kg (1197 lb) @ 5186 mm (204 in)
2000 mm (78.7 in)	*1558 kg (3435 lb)	*1293 kg (2851 lb)	*1183 kg (2608 lb)	*1037 kg (2286 lb) @ 5495 mm (216 in)	1445 kg (3186 lb)	907 kg (2000 lb)	628 kg (1384 lb)	533 kg (1175 lb) @ 5495 mm (216 in)	1322 kg (2914 lb)	834 kg (1839 lb)	576 kg (1270 lb)	487 kg (1074 lb) @ 5495 mm (216 in)
1000 mm (39.4 in)	*2449 kg (5399 lb)	*1638 kg (3611 lb)	*1323 kg (2917 lb)	*1101 kg (2427 lb) @ 5568 mm (219 in)	1377 kg (3036 lb)	883 kg (1947 lb)	621 kg (1369 lb)	522 kg (1151 lb) @ 5568 mm (219 in)	1230 kg (2712 lb)	798 kg (1759 lb)	562 kg (1239 lb)	471 kg (1038 lb) @ 5568 mm (219 in)
Ground	*2964 kg (6534 lb)	*1900 kg (4189 lb)	*1430 kg (3153 lb)	*1244 kg (2743 lb) @ 5418 mm (213 in)	1362 kg (3003 lb)	871 kg (1920 lb)	619 kg (1365 lb)	549 kg (1210 lb) @ 5418 mm (213 in)	1186 kg (2615 lb)	773 kg (1704 lb)	553 kg (1219 lb)	490 kg (1080 lb) @ 5418 mm (213 in)
-1000 mm (-39.4 in)	*2999 kg (6612 lb)	*1959 kg (4319 lb)	*1376 kg (3034 lb)	*1364 kg (3007 lb) @ 5020 mm (198 in)	1405 kg (3097 lb)	884 kg (1949 lb)	635 kg (1400 lb)	632 kg (1393 lb) @ 5020 mm (198 in)	1197 kg (2639 lb)	772 kg (1702 lb)	560 kg (1235 lb)	557 kg (1228 lb) @ 5020 mm (198 in)

**50**
\* 
SW 19  7342846A



## Product Quotation

Quotation Number: NEW

Date:

Ship to	Bobcat Dealer	Bill To
Morrow County Public Works Dept. Attn: Greg Close 365 W. Highway 74 P.O. Box 428 Lexington, OR 97839 Phone: (541) 989-9500 Fax: (541) 989-8352	Bobcat of Pasco, Pasco, WA 1115 N Oregon Ave Pasco WA 99301 Phone: 509-416-4005 Fax: ----- Contact: Michael Perchalski Phone: 509-412-2540 Fax: jgreenaway E Mail: mikeperchalski@peak- machinery.com	Morrow County Public Works Dept. Attn: Greg Close 365 W. Highway 74 P.O. Box 428 Lexington, OR 97839 Phone: (541) 989-9500 Fax: (541) 989-8352

Description	Part No	Qty	Price Ea.	Total
<b>E50 R2-Series Bobcat Compact Excavator</b>	M3319	1		\$66,423.48
Auto&gt;Idle	Dozer Blade with Float			
Auto&gt;Shift, 2&gt;Speed Travel	Engine/Hydraulic Monitor with Shutdown			
Auxiliary Hydraulics with Selectable Flow	Fingertip Auxiliary Hydraulic Control			
W/ Arm Mounted Flush Face Quick Couplers	Fingertip Boom Swing Control			
Canopy	Horn			
Includes: Cup Holder, Retractable Seat Belt,	Hydraulic Joystick Controls			
Vinyl Suspension Seat	Keyless Start			
Roll Over Protective Structure (ROPS) - Meets	Rubber Tracks			
Requirements of ISO 12117&gt;2: 2008	Spark Arrestor			
Tip Over Protective Structure (TOPS) - Meets	Standard 5 in. Display			
Requirements of ISO 12117: 2000	Turbocharged, Tier 4, Non DPF			
Falling Object Protective Structure (FOPS) - Meets	Vandalism Protection			
Requirements of ISO 10262	Work Lights			
Control Console Locks	X&gt; Change™ Attachment Mounting System			
Control Pattern Selector Valve (ISO/STD)	Warranty: 2 years, or 2000 hours whichever occurs first			
<b>P82 Performance Package</b>	M3319-P06-P82	1		
Long Arm	Clamp with Diverter Valve			
Angle Blade	Hydraulic X-Change			
<b>C62 Comfort Package</b>	M3319-P07-C62	1		
Enclosed Cab with Auto HVAC	Bobcat 7 inch Touch Display			
Heated High Back Cloth Suspension Seat with Headrest	Radio			
Travel Motion Alarm	Bluetooth			
	Keyless Start			
24" MX4 XCHG TEETH	7311868	1		
36" MX4 XCHG GRADING	7333657	1		

Total of Items Quoted	<b>\$66,423.48</b>
Trade-In 2010 CAT 303.5 Excavator	<b>-\$18,000.00</b>
Quote Total - US dollars	<b>\$48,423.48</b>

**Notes: Delivery 60-120 Days.**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_



**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**S. S. Equipment Inc.**

285 East Feedville  
 Hermiston OR 97838  
 United States  
 541-567-3001



Printed 2021-09-15

**Morrow County Parks E57C**

Page 1 of 1

Name/Company MORROW CO. PUBLIC WORKS		Telephone
Address P.O. BOX 428		Account Manager Rick Osmin
City/Town, State/Province LEXINGTON, OR	Location Hermiston	Quote No. 16972
Postal/Zip Code 97839	Quote Date 2021-09-15	In Effect Until 2021-09-15

Quantity	Description	Price \$
<b>Sales Items</b>		
<b>2022 - New - New Holland E57C Excavator Mini</b>		
Serial No.:	ORDER	
1	NFP	72300.00
<b>Sub-Total</b>		<b>\$72,300.00</b>
<b>Sale Items Subtotal</b>		\$72,300.00
<b>Trades</b>		
<b>2010 - Caterpillar 303.5 Excavator Mini</b>		
Serial No.:	CAT3035CEDMY03434	
Hours :	3130	
<b>Total Price of Sale Items</b>		\$72,300.00
<b>Total Price of Trades</b>		(\$24,000.00)
<b>Balance</b>		\$48,300.00
<b>Down Payment</b>		(\$48,300.00)
<b>Corporate Activity Tax</b>		\$412.11
<b>Contract Amount</b>		\$412.11
Account Manager _____ Accepted by _____		

Notes: Unit will come with the Bobcat Exchange Coupler to accommodate your rock breaker and flail mower. The 24" and 30" buckets requested in quote will have the same of course. Estimated delivery date will hopefully be soon as I will search dealer inventory and orders to speed up delivery. Thank you very much.  
 Rick Osmin  
 Cell: 541-571-2450  
 Email: rick@sseqinc.com



**S. S. Equipment Inc.**  
 285 East Feedville  
 Hermiston OR 97838  
 United States  
 541-567-3001



Printed 2021-09-15

**Morrow County Parks E60C**

Page 1 of 1

Name/Company MORROW CO. PUBLIC WORKS		Telephone
Address P.O. BOX 428		Account Manager Rick Osmin
City/Town, State/Province LEXINGTON, OR	Location Hermiston	Quote No. 16882
Postal/Zip Code 97839	Quote Date 2021-09-15	In Effect Until 2021-08-30
<b>Quantity</b>	<b>Description</b>	<b>Price \$</b>
	<b>Sales Items</b>	
	<b>2022 - New - New Holland E60C Excavator Mini</b>	
	Serial No.: ORDER	
	1 NFP	75400.00
	<b>Sub-Total</b>	<b>\$75,400.00</b>
	<b>Sale Items Subtotal</b>	\$75,400.00
	<b>Trades</b>	
	<b>2010 - Caterpillar 303.5 Excavator Mini</b>	<b>\$24,000.00</b>
	Serial No.: CAT3035CEDMY03434	
	Hours : 3130	
	<b>Total Price of Sale Items</b>	\$75,400.00
	<b>Total Price of Trades</b>	(\$24,000.00)
	<b>Balance</b>	\$51,400.00
	<b>Down Payment</b>	(\$51,400.00)
	<b>Corporate Activity Tax</b>	\$429.78
	<b>Contract Amount</b>	\$429.78
	Account Manager _____	Accepted by _____
<p>Notes: Unit will come with the Bobcat Exchange Coupler to accommodate your rock breaker and flail mower. The 24" and 30" buckets requested in quote will have the same of course. Estimated delivery date will hopefully be soon as I will search dealer inventory and orders to speed up delivery. Thank you very much.          Rick Osmin          Cell: 541-571-2450          Email: rick@sseqinc.com</p>		

# COMPACT EXCAVATORS

E17C | E26C | E30C | E33C | E37C | E57C | E60C



# The right tool for the job.

New Holland offers you a broad selection of compact excavators with seven models from 1.7 to 6.0 metric tons. With canopy and cab models, short radius (SR), zero tail swing (ZTS) and conventional versions to choose from, there is the right model ideally suited to landscaping, municipal, agriculture, horticulture, nurseries, vineyards, estate management and general contracting. Varied applications include track, irrigation and drainage system construction and maintenance, to fence installation and utility work.

With hydraulically powered attachments like soil augers, hammers and compactors, the boom and dipper offer power arm versatility with the strength of a large excavator. In addition, the available Object Handling Kit allows you to raise heavy, suspended loads using a lifting hook on the bucket linkage. You get all this versatility in one machine.

## Small in size. Big on performance. Huge in versatility.

Compact dimensions enable New Holland C Series excavators to access difficult work areas. And, every model is built for high performance. Designed for day-long working, each model has class-leading excavation performance with the versatility to power a wide range of attachments



MODELS	DESIGN		GROSS POWER (HP)	OPERATING WEIGHT* lbs. (kg)		DESIGN	REAR OVERHANG ft. in. (mm)	BLADE WIDTH ft. in. (mm)	MAX DIGGING DEPTH ft. in. (mm)		MAX DUMP HEIGHT ft. in. (mm)	
	Cab	Canopy		Cab	Canopy				Standard Arm	Long Arm	Standard Arm	Long Arm
E17C	-	●	16.8	-	3910 (1775)	ZTS	0	3' 3" - 4' 3" (990 - 1300)	7' 3" (2200)	7' 9" (2350)	8' 5" (2570)	8' 10" (2670)
E26C	○	○	24.8	5850 (2655)	5520 (2505)	ZTS	0	5' 0" (1500)	7' 11" (2420)	8' 8" (2645)	9' 7" (2930)	9' 11" (3030)
E30C	○	○	24.8	6922 (3140)†	6592 (2990)†	SR	5" (127)	5' 1" (1550)	8' 2" (2500)	-	9' 7" (2930)	-
E33C	-	●	24.4	-	7682 (3485)†	SR	4" (102)	5' 1" (1550)	9' 11" (3035)	-	10' 9" (3275)	-
E37C	○	○	24.4	8300 (3765)	7990 (3625)	ZTS	0	5' 9" (1740)	10' 3" (3135)	11' 3" (3440)	11' 3" (3425)	11' 10" (3615)
E57C	●	-	66.9	12,050 (5465)	-	Conventional	2' 3" (690)	6' 4" (1920)	12' 6" (3820)	13' 4" (4060)	13' 3" (4050)	13' 9" (4180)
E60C	●	-	64.7	12,940 (5870)	-	SR	3" (80)	6' 7" (2010)	11' 9" (3570)	13' 1" (3990)	12' 11" (3930)	13' 5" (4100)

● Standard ○ Optional - Not available \*Weight with full fuel tank, operator & bucket †Weight with standard additional counterweight

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## Designed around you.

Slim frame posts ensure excellent all-round visibility, with good views of the boom and dipper. When working in a confined area, in urban areas, or between valuable crops such as in a vineyard, nursery or an orchard, you can operate a New Holland compact excavator with absolute precision for minimal disruption.

### Canopy or cab

New Holland E17C and E33C compact excavators are fitted with a canopy only, while the E26C, E30C and E37C are offered with a choice of canopy or full cab. The E57C and E60C are cab only. The E17 is TOPS (tip-over) / FOPS (falling-object) compliant, while all other models are TOPS/FOPS/ROPS (roll-over) compliant to ISO standards. Low noise and vibration levels ensure you can work for extended work periods in comfort with no compromise in operator safety.



- Adjustable suspension seat





- Powerful ventilation for cooling or heating
- Automatic climate control is standard on E57C and E60C



- Integrated cup holders are fitted to models E26C through E60C



- E26C through E60C models have a lockable storage compartment under the seat



- Adjustable wrist rests



- Front sun screen opens or can be raised clear



- Standard hands-free feature available on E57C and E60C
- Control your mobile phone and radio via Bluetooth



# More power, more productivity, more value.

A comfortable operator is a safe and productive operator. All models have excellent ergonomics, with all primary controls positioned for easy access. The shape of the joysticks enables the operator to choose their preferred method of working the key excavator functions, allowing both gripped and palm down operating positions. The armrests adjust to deliver the required level of support and the foot pedals on the smaller models fold to increase floor space. Getting in and out the machine is simplified because the left-side console tilts out of the way, locking the hydraulics at the same time to prevent accidental operation.

- All controls are within easy reach
- Joysticks positioned for ease of use
- Safety lock prevents exit while hydraulic controls are live





- Standard digital side console on E17C, E26C, E30C, E33C and E37C
- Sealed against dust and moisture
- Integrated code anti-theft system
- Hour meter, engine speed and warning lights
- Fuel level and coolant temperature gauges



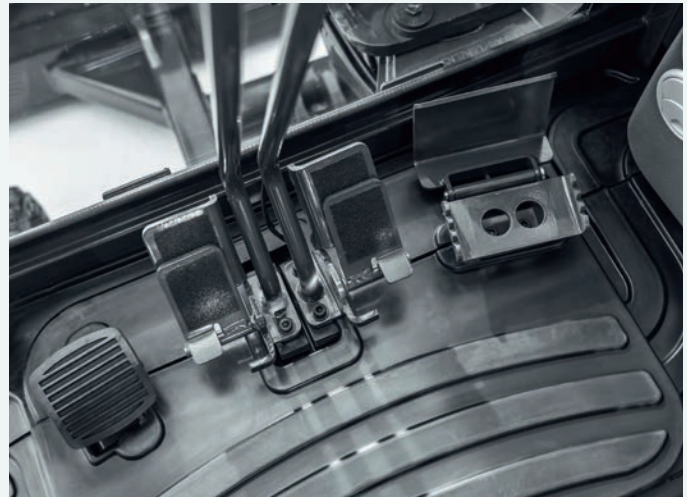
- Standard digital 5.7-inch (14.5cm) color LCD touchscreen display on E57C and E60C
- Displays engine speed and coolant temperature
- Hydraulic oil temperature
- Fuel level
- Maintenance information includes fault codes and diagnostics
- Input jack for optional rear view camera



- E17C to E37C joystick features full proportional control
- Optional integral buttons for auxiliary hydraulics



- E57C and E60C joystick features full proportional control
- Optional additional auxiliary controls on left joystick



- Fold-up travel pedals are fitted to all models (except E17C)

# Smooth control, powerful performance.

The efficient conversion of engine power into hydraulic muscle lies behind the productivity of New Holland compact excavators. All models have three separate pumps to deliver optimized performance when traveling between sites or using the dozer blade, when working with the excavator and when driving hydraulic attachments. For demanding auxiliary attachments, a fourth pump option is available for the E57C and E60C.

The advance hydraulic system includes a swing parking brake and an arm flow summation system ensuring smooth and precise control. Other advance features include a hydraulically-lubricated swing reducer and a hydraulic damper in the travel pedal.

To further boost performance, the top two models have hydraulic flow summation. This advanced system delivers the enhanced proportional control typically restricted to high-capacity excavators exceeding 20-ton capacity.

## Cushioned rams for:

- Smoother operation
- Greater operator comfort
- Reduced machine wear

## Hydraulic accumulator delivers:

- Cushioned shock loads
- Oil loss mitigation
- Vibration damping
- Emergency hydraulic function

## Separate hydraulic pumps deliver:

- Cooler running
- Greater efficiency
- Faster hydraulic response
- Dedicated flow to meet demand
- Fourth pump option E57C and E60

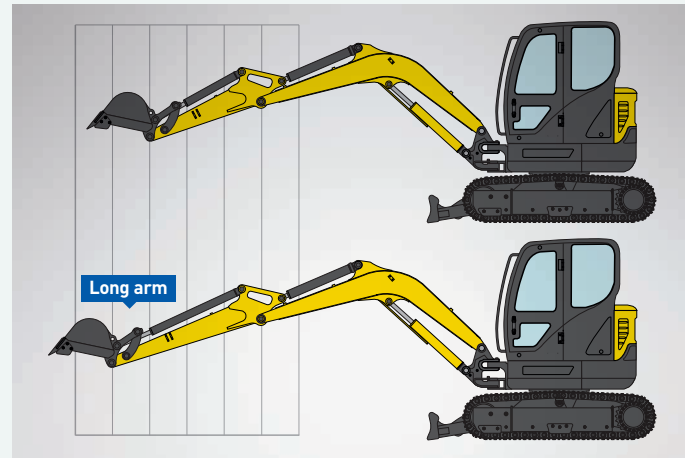


## Standard and long arm choice

Specify your C Series compact excavator with the arm length to best suit your requirements.

MODEL	STANDARD ARM LENGTH ft. in. (mm)	LONG ARM LENGTH ft. in. (mm)
E17C	3' 2" (965)	3' 8" (1117)
E26C	3' 8" (1117)	4' 5" (1346)
E30C	3' 8" (1117)	-
E33C	4' 3" (1295)	-
E37C	4' 3" (1295)	5' 3" (1295)
E57C	5' 3" (1295)	6' 3" (1905)
E60C	4' 10" (1295)	6' 3" (1905)

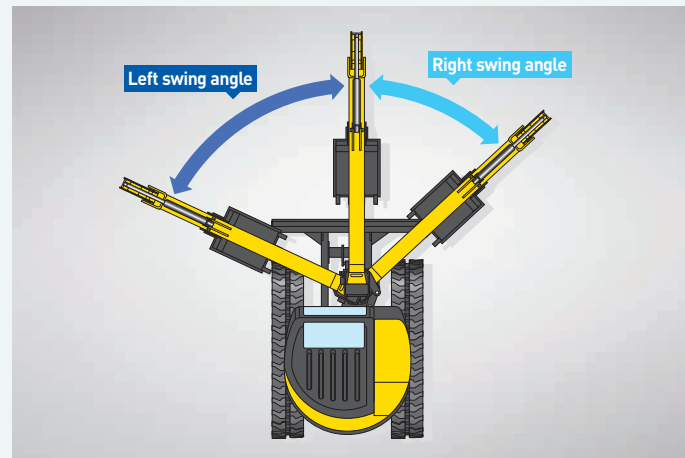
- Not available



## Ample boom swing angles

- Efficient parallel digging: good for working along side obstacles
- Less time: no need to reposition the machine, get the job done faster
- Better visibility: larger left swing angle to the side of the door

MODEL	LEFT SWING (degrees)	RIGHT SWING (degrees)
E17C	70	54
E26C	75	50
E30C	75	50
E33C	75	50
E37C	75	50
E57C	80	50
E60C	70	50



## Auxiliary hydraulic power and versatility

- Power for couplers and thumbs
- Reversible flow for augers
- High-capacity constant flow for compactors
- Power for hydraulic hammers

## Intelligent features

- Hydraulic flow summation system
- Boom hold
- Swing parking brake
- Excellent hydraulic hose protection
- Cylinder protection covers on boom, dipper and dozer



## Boom pivot pins secured by plate and bolt

- Reduced lateral movement
- Long service life
- Reliable performance in tough conditions
- Lower whole life operating costs



## Excellent stability, maximum traction.

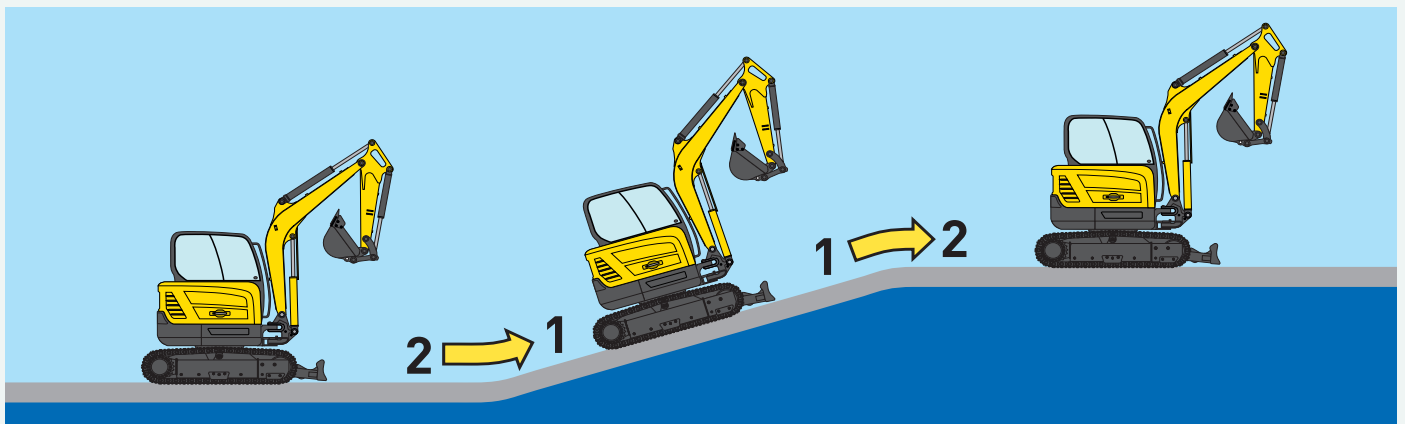
Built for versatility, New Holland mini-excavators have powerful traction matched to a low center of gravity for stability across difficult terrain. The dozer blade, which is lowered for stability when excavating, features excellent geometry for leveling and grading. Dependent upon model, there are four choices of track design, with the E17C featuring hydraulic variable track width.

All models feature Auto-Shift. Based on load condition, the two-speed drive automatically shifts into low range to maintain forward speed with no input from the operator and returns to high when load reduces.



### Auto Shift Down

- Always travel at the machine's highest speed. Auto-Shift is available on all models



- E17C travel motor hoses run inside the track frame for protection
- Excellent ground clearance, up to 6.7 inches (170 mm) on the E17C
- Double-flange rollers are standard to minimize the risk of de-tracking



- E17C track width adjusts from 39 to 51 inches (980 to 1300 mm)
- This function is hydraulically controlled from the operator seat



- Dozer blade extenders are standard on variable track width on the E17C model
- Simple pin lock system



TRACK SELECTION		E17C	E27C	E30C	E33C	E37C	E57C	E60C
1 - Rubber tracks	in. (mm)	9.1 (230)	9.8 (250)	11.8 (300)	11.8 (300)	11.8 (300)	15.7 (400)	15.7 (400)
2 - Rubber link tracks	in. (mm)	-	-	-	-	-	15.7 (400)	15.7 (400)
3 - Steel tracks	in. (mm)	-	-	-	11.8 (300)	11.8 (300)	15/17.7 (380/450)	15/17.7 (380/450)
4 - Steel tracks with rubber pads	in. (mm)	-	-	-	-	-	15.7 (400)	15.7 (400)

- Not available

# Efficient, Powerful, Dependable.

New Holland mini-excavators are compliant with Tier 4 Final emission regulations and employ different after treatment technologies to achieve this. Each model has a power unit selected to match the excavators size and capacity. This ensures optimized performance and fuel economy. To further enhance economy, the E33C, E37C, E57C and E60C are fitted with Auto-idle.

MODEL	Gross Power (hp)	Emission Level	Tier 4 Technology
E17C	16.8	Tier 4B	Mechanical - No ATS
E26C	24.8	Tier 4B	Mechanical - No ATS
E30C	24.8	Tier 4B	Mechanical - No ATS
E33C	24.4	Tier 4B	Mechanical + CEGR
E37C	24.4	Tier 4B	Mechanical + CEGR
E57C	66.9	Tier 4B	Electronic + CEGR + DPF
E60C	64.7	Tier 4B	Electronic + CEGR + DPF

## Auto-idle (E33C, E37C, E57C and E60C)

When the hydraulics or traction motors are not demanding oil, the engine speed is reduced to idle with no input required from the operator. This feature can be turned on or off via a simple switch on the main console.

- Reduced fuel consumption
- Reduced engine noise
- Reduced wear



# Attachments for dedicated efficiency.

A compact excavator is far more versatile than you think. With the right attachment, these machines can be used for a diverse range of jobs from fence installation to concrete breaking. With New Holland models you have the added advantage of high constant hydraulic flow. Powering demanding attachments is a key New Holland advantage. The range of attachments developed for compact excavators continues to grow, further increasing your job site versatility.

## Hydraulic Quick Coupler

- Hands-free coupling and release of buckets
- Safely swap between large, heavy attachments
- Mechanical quick lock attachment brackets are also available



## Attachments available

- Standard or Ditching Bucket
- Thumbs
- Soil Auger
- Hydraulic Hammer
- Hydraulic Compactor
- Mechanical & Hydraulic Coupler



**Compactor**

Ideal for slope compaction, road maintenance and construction sites.



**Soil auger**

Soil augers, of varying sizes, for post holes or planting trees and shrubs.



**Hammer**

Hammer circuit for high impact attachments.



# Ease of care protects your investment.

Preparing a New Holland C Series mini-excavator for work takes less time. Routine maintenance tasks are simplified, with all key check and service points grouped together. For secure transport on a trailer, easy access lashing points are fitted.

## Long service intervals

- Main pivots — lubricate every 250 hours
- Polymer shims — long life, maintenance free
- Extended life hydraulic filters — 1,000 hour change interval
- Long-life hydraulic oil — 5,000 hour change interval



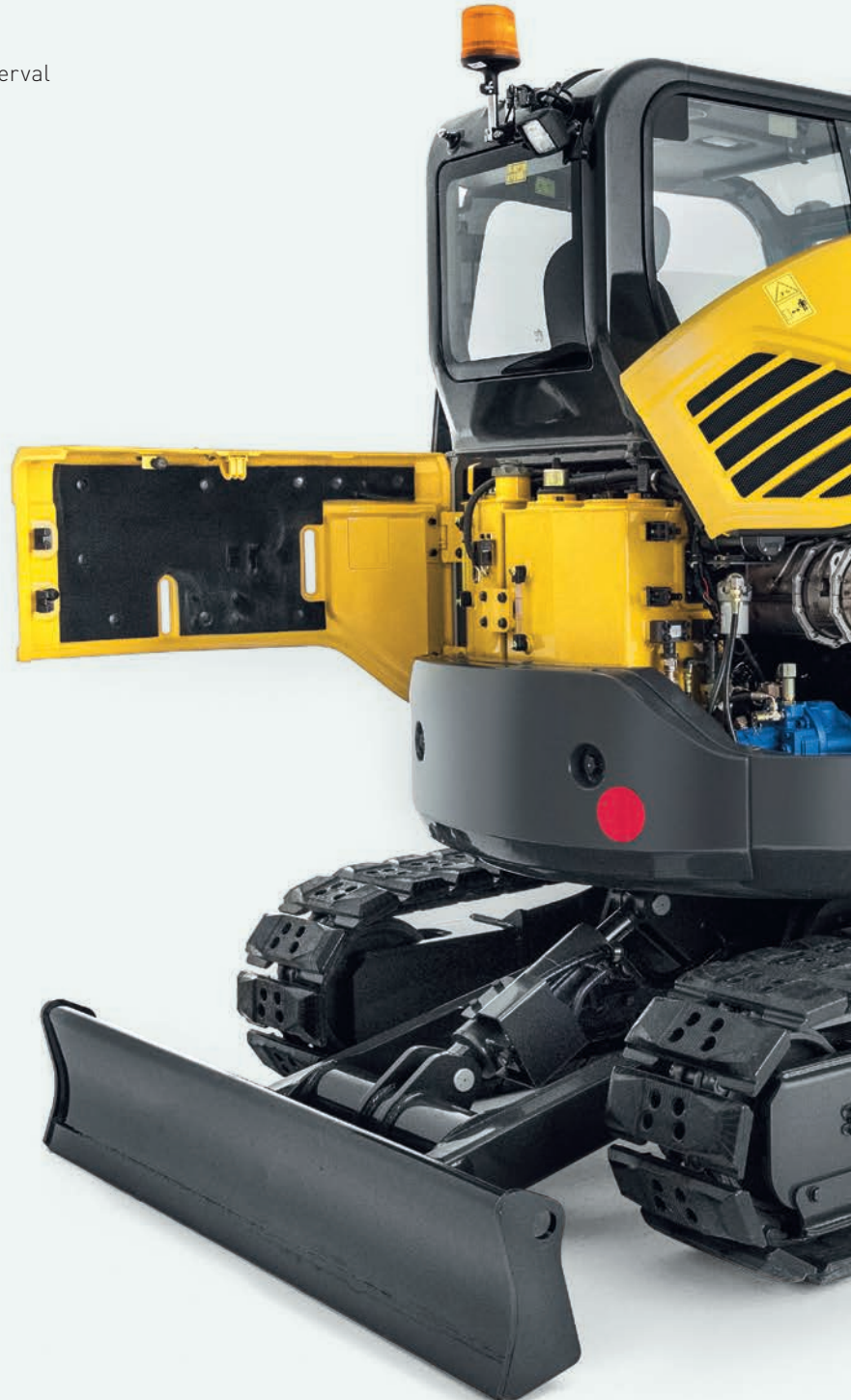
Sight glass allows hydraulic oil level to be checked quickly and with no need to lift the engine hood



Centralized grease points



Forward tilting cab on E60C eases maintenance access





A lifting hook is standard on all models (except E17C)

### Customize your machine

Install these extras to upgrade your machine to match the needs of your operation.

- Air conditioning (models E37C, E57C and E60C)
- Object handling kit
- Counterweights
- Second 2-way auxiliary



## FLEETFORCE

### FleetForce™ Telematics: Real-time equipment monitoring, anytime, anywhere

Take control of your fleet—wherever you are—with New Holland FleetForce™ telematics. With just a few simple clicks of a button, FleetForce uses remote-monitoring applications to deliver detailed information regarding your machines, allowing you to keep track of multiple machines at multiple job sites — especially helpful when you operate a large fleet or rental operation. Unlike other systems, FleetForce tracks location even when machines are turned off. Every New Holland compact excavator is pre-wired telematics ready. Ask your New Holland dealer about available FleetForce subscriptions so you can take advantage of these benefits:

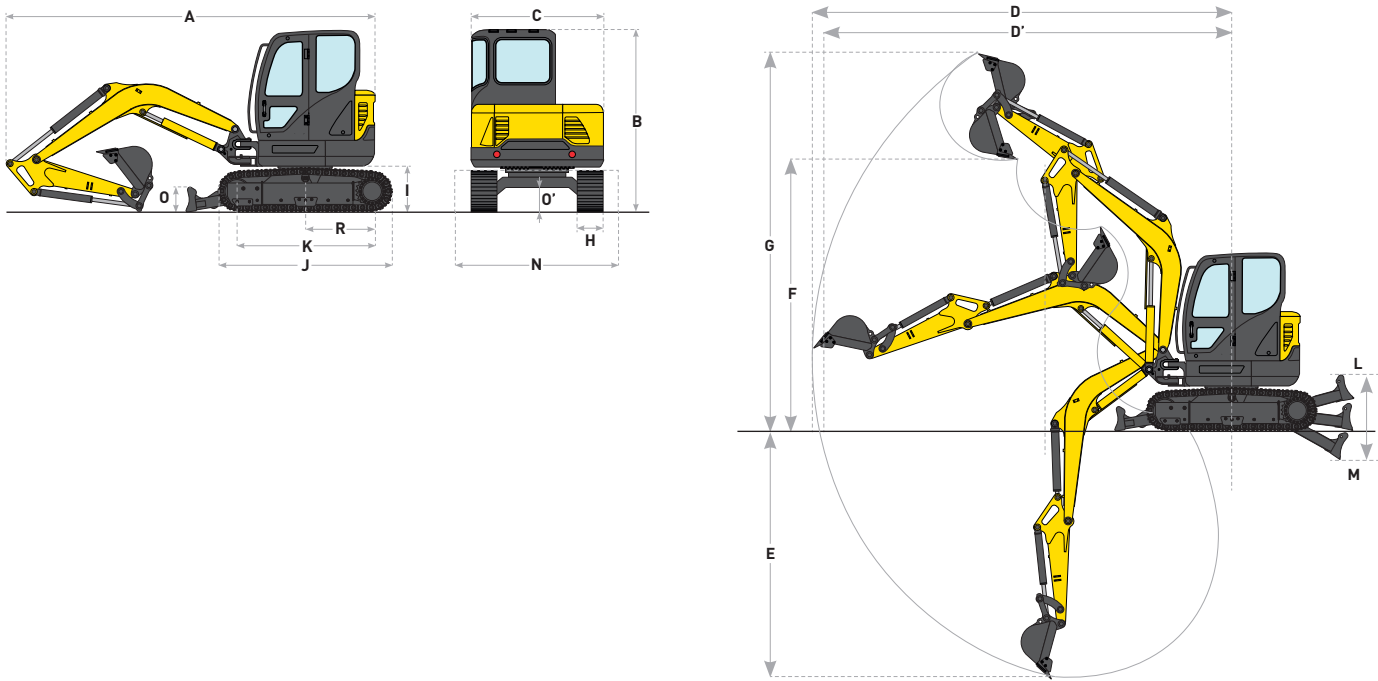
- Know the location and status of every machine in your fleet
- Track machine utilization and identify inefficiencies and excessive idling to save money and fuel
- Increase security with geo-fencing, curfew, motion sensing
- Better maintenance scheduling with automatic alerts and diagnostics
- Faster, more accurate job costing with machine hours and fuel reports

Models		E17C	E26C	E30C	E33C	E37C	E57C	E60C
<b>Engines</b>		Kubota	Kubota	Kubota	Yanmar	Yanmar	Yanmar	Yanmar
<b>Type</b>		D902	D1305	D1305	3TNV88F	3TNV88F	4TNV98C	4TNV98C
N° of cylinders		3	3	3	3	3	4	4
Displacement	in³ (cm³)	54.8 (898)	77 (1261)	77 (1261)	100.2 (1642)	100.2 (1642)	203 (3319)	203 (3319)
Emissions Certification Tier		4B	4B	4B	4B	4B	4B	4B
Rated gross horse power	hp (kW)	16.8 (12.5)	24.8 (18.5)	24.8 (18.5)	24.4 (18.2)	24.4 (18.2)	65.1 (48.5)	64.7 (48.3)
@ rated speed	rpm	2300	2300	2300	2200	2200	2400	2200
Max torque	lb. ft. (Nm)	39.49 (54)	60 (81)	60 (81)	69.4 (94)	69.4 (94)	174 (235)	174 (235)
@ rated speed	rpm	1900	1600	1600	1200	1200	1550	1560
Diesel tank capacity	gal. (L)	5.3 (20)	7.9 (30)	7.9 (30)	7.9 (30)	10.5 (40)	31.7 (120)	21.7 (82)
<b>Hydraulic system</b>								
Variable displacement axial piston pumps		●	●	●	●	●	●	●
Maximum flow	gpm (Lpm)	2 x 5 (2 x 18.8)	2 x 7.3 (2 x 27.6)	2 x 7.3 (2 x 27.6)	2 x 9.9 (2 x 37.4)	2 x 9.9 (2 x 37.4)	2 x 15.3 (2 x 57.8)	2 x 14.5 (2 x 55)
Maximum pressure	psi (bar)	3270 (230)	3430 (240)	3430 (240)	3560 (250)	3560 (250)	3410 (240)	3410 (240)
Gear pump delivery flow	gpm (Lpm)	1.8 (6.8)	5.2 (19.6)	5.2 (19.6)	6.1 (23.1)	6.1 (23.1)	12.7 (47.9)	9.7 (36.6)
Gear pump delivery pressure	psi (bar)	2420 (170)	2538 (175)	2538 (175)	2916 (205)	2916 (205)	3130 (220)	3130 (220)
Dedicated Hammer Circuit 1-way flow	gpm (Lpm)	–	–	–	–	–	17.2 (65)	17.2 (65)
Dedicated Hammer Circuit 1-way pressure	psi (bar)	–	–	–	–	–	3191 (220)	3191 (220)
1st Auxiliary 1-way/2-way Circuit flow <sup>1</sup>	gpm (Lpm)	7.2 (27.4)	12.5 (47.2)	12.5 (47.2)	16 (60.5)	16 (60.5)	17.2 (65)	17.2 (65)
1st Auxiliary 1-way/2-way Circuit pressure <sup>1</sup>	psi (bar)	2420 (170)	2538 (175)	2538 (175)	2973 (205)	2973 (205)	3191 (220)	3191 (220)
2nd Auxiliary 2-way Circuit flow	gpm (Lpm)	–	12.5 (47.2)	12.5 (47.2)	16 (60.5)	16 (60.5)	8.7 (33)	8.7 (33)
2nd Auxiliary 2-way Circuit pressure	psi (bar)	–	2538 (175)	2538 (175)	2973 (205)	2973 (205)	2321 (160)	2321 (160)
<b>Transmission</b>								
Type		two speed	two speed	two speed	two speed	two speed	two speed	two speed
Travel Speed - Low (1st)	mph (kph)	1.4 (2.2)	1.5 (2.4)	1.5 (2.4)	1.5 (2.4)	1.6 (2.5)	1.3 (2.1)	1.4 (2.2)
Travel Speed - High (2nd)	mph (kph)	2.6 (4.2)	2.7 (4.3)	2.7 (4.3)	2.6 (4.2)	2.6 (4.2)	2.5 (4.1)	2.5 (4.0)
<b>Slewing</b>								
Slewing speed	rpm	9.5	9.1	9.1	9.0	9.5	9.1	8.8
Boom slewing angle - left/right	degrees	70 / 54	75 / 50	75 / 50	75 / 50	75 / 50	80 / 50	70 / 50
<b>Transport feature*</b>								
<b>A</b> - Max length	ft. in. (mm)	11' 5" (3480)	13' 3" (4030)	13' 9" (4180)	15' 3" (4640)	15' 4" (4665)	19' 4" (5900)	18' 3" (5600)
<b>B</b> - Max height	ft. in. (mm)	7' 7" (2320)	8' 2" (2500)	8' 2" (2500)	8' 2" (2500)	8' 2" (2500)	8' 4" (2550)	8' 4" (2550)
<b>C</b> - Max width	ft. in. (mm)	3' 3" (990)	4' 11" (1500)	5' 1" (1550)	5' 1" (1550)	5' 9" (1740)	6' 4" (1920)	6' 4" (1940)
Max width tracks extended	ft. in. (mm)	4' 3" (1300)	–	–	–	–	–	–
<b>Operating weight*</b>								
Cab	lb. (kg)	–	5850 (2655)	6636 (3010)	–	8300 (3765)	12,050 (5465)	12,940 (5870)
Cab with additional counterweight	lb. (kg)	–	6136 (2785)	6922 (3140)	–	8630 (3915)	12,270 (5565)	13,160 (5970)
Canopy	lb. (kg)	3910 (1775)	5520 (2505)	6306 (2860)	7396 (3355)	7990 (3625)	–	–
Canopy with additional counterweight	lb. (kg)	4,090 (1857)	5806 (2635)	6592 (2990)	7682 (3485)	8320 (3775)	–	–

● Standard – Not available \* Weight is with rubber tracks / 165 lb operator / full fuel tank and fluids / bucket / no coupler

<sup>1</sup> Selection valve for 1-way or 2-way flow

Models		E17C	E26C	E30C	E33C	E37C	E57C	E60C
<b>Dimensions</b>								
R - Tail swing radius	ft. in. (mm)	2' 1" (645)	2' 6" (750)	2' 10" (863)	2' 10" (863)	2' 10" (870)	5' 5" (1650)	3' 7" (1080)
H - Track shoe width	ft. in. (mm)	9' 0" (230)	9.8" (250)	11.8" (300)	12" (300)	12" (300)	1' 3" (380)	1' 3" (380)
I - Ground clearance of rear end	ft. in. (mm)	1' 5" (440)	1' 8" (510)	1' 8" (510)	1' 9" (540)	1' 9" (540)	2' 3" (690)	2' 2" (660)
J - Overall Length of Crawler	ft. in. (mm)	5' 3" (1590)	6' 3" (1910)	6' 6" (1970)	7' (2130)	7' (2130)	8' 4" (2530)	8' 4" (2530)
K - Center distance of tumblers	ft. in. (mm)	4' 0" (1230)	4' 11" (1490)	5' 1" (1550)	5' 7" (1700)	5' 7" (1700)	6' 6" (1990)	6' 3" (1990)
L - Blade max lifting	ft. in. (mm)	11.2" (285)	1' 1" (330)	1' 7" (482)	1' 4" (400)	1' 3" (380)	1' 3" (380)	8" (200)
M - Blade max lowering	ft. in. (mm)	8.9" (225)	1' 3" (380)	1' 6" (450)	1' 5" (435)	1' 3" (380)	1' 11" (590)	2' 4" (700)
N - Blade width	ft. in. (mm)	3' 3" / 4' 3" (990 / 1300)	5' 0" (1500)	5' 1" (1550)	5' 1" (1550)	5' 9" (1740)	6' 4" (1920)	6' 7" (2010)
O - Blade height	ft. in. (mm)	9.8" (250)	12" (300)	1' 1" (330)	1' 1" (330)	1' 3" (380)	1' 2" (350)	1' 2" (350)
O' - Ground clearance of undercarriage	ft. in. (mm)	6.7" (170)	11" (290)	11" (290)	11" (290)	11" (290)	1' 3" (380)	1' 3" (380)



Models		E17C		E26C		E30C		E33C		E37C		E57C		E60C	
<b>Digging performances</b>															
<b>Arm</b>		<b>Std.</b>	<b>Long</b>	<b>Std.</b>	<b>Long</b>	<b>Std.</b>	<b>Long</b>	<b>Std.</b>	<b>Long</b>	<b>Std.</b>	<b>Long</b>	<b>Std.</b>	<b>Long</b>	<b>Std.</b>	<b>Long</b>
Dipperstick	ft. in. (mm)	3' 2" (960)	3' 8" (1120)	3' 8" (1120)	4' 5" (1350)	3' 8" (1120)	-	4' 3" (1300)	-	4' 3" (1300)	5' 3" (1600)	5' 3" (1600)	6' 3" (1900)	4' 10" (1480)	6' 3" (1900)
Dipperstick Breakout force (ISO)	lbf (kN)	1920 (8.5)	1710 (7.6)	3280 (14.6)	2880 (12.8)	3080 (13.7)	-	4390 (19.5)	-	4390 (19.5)	3800 (16.9)	7190 (31.9)	6460 (28.7)	5950 (26.5)	5035 (22.4)
Bucket Breakout force (ISO)	lbf (kN)	3490 (15.5)	3490 (15.5)	4740 (21.1)	4740 (21.1)	4520 (20.1)	-	6900 (30.7)	-	6900 (30.7)	6900 (30.7)	9550 (42.4)	9550 (42.4)	9190 (40.9)	9190 (40.9)
D - Max reach	ft. in. (mm)	12' 10" (3900)	13' 3" (4030)	14' 8" (4480)	15' 4" (4680)	15' 3" (4650)	-	17' (5180)	-	17' 5" (5315)	18' 5" (5605)	20' 2" (6150)	21' (6400)	20' 2" (6150)	21' 3" (6480)
D' - Max reach at ground level	ft. in. (mm)	12' 6" (3800)	12' 11" (3940)	14' 3" (4340)	14' 11" (4540)	14' 10" (4515)	-	16' 7" (5060)	-	17' 1" (5200)	18' (5495)	19' 9" (6010)	20' 7" (6270)	19' 9" (6010)	20' 10" (6350)
E - Max digging depth	ft. in. (mm)	7' 3" (2200)	7' 9" (2350)	7' 11" (2420)	8' 8" (2645)	8' 2" (2500)	-	9' 11" (3035)	-	10' 3" (3135)	11' 3" (3440)	12' 6" (3820)	13' 4" (4060)	11' 9" (3570)	13' 1" (3990)
F - Max dump height	ft. in. (mm)	8' 5" (2570)	8' 10" (2670)	9' 7" (2930)	9' 11" (3030)	9' 7" (2930)	-	10' 9" (3275)	-	11' 3" (3425)	11' 10" (3615)	13' 3" (4050)	13' 9" (4180)	12' 11" (3930)	13' 5" (4100)
G - Max digging height	ft. in. (mm)	11' 9" (3580)	12' 1" (3680)	13' 7" (4150)	13' 11" (4235)	14' (4270)	-	15' 3" (4650)	-	15' 9" (4810)	16' 7" (5010)	19' (5780)	19' 5" (5920)	18' 8" (5680)	19' 2" (5850)

Pin-On Bucket Offering				
Width in. (mm)	Cut in. (mm)	Rated ft. <sup>3</sup> (liter)	No. of Teeth	Weight lbs. (kg)
<b>E17C (1-position)</b>				
10 (254)	11 (279)	.87 (25)	3	79 (36)
12 (305)	13 (330)	1.0 (28)	3	86 (39)
16 (406)	17 (432)	1.3 (37)	3	97 (44)
18 (457)	19 (483)	1.5 (42)	4	106 (48)
<b>E26C &amp; E30C (1-position)</b>				
12 (305)	13 (330)	1.3 (37)	3	121 (55)
18 (457)	19 (483)	2.0 (57)	4	154 (70)
24 (610)	25 (635)	2.7 (76)	5	185 (84)
<b>E30C high-capacity (1-position)</b>				
12 (305)	13 (330)	2.1 (59)	3	161 (73)
18 (457)	19 (483)	3.2 (91)	4	189 (86)
24 (610)	25 (635)	4.3 (119)	5	249 (113)
<b>E33C &amp; E37C (1-position)</b>				
12 (305)	13 (330)	2.2 (62)	3	161 (73)
18 (457)	19 (483)	3.2 (91)	4	205 (93)
24 (610)	25 (635)	4.2 (119)	5	247 (112)
36 (914)	37 (940)	6.4 (181)	6	331 (150)
<b>E57C &amp; E60C (1-position)</b>				
12 (305)	13 (330)	3.0 (85)	3	190 (86)
18 (457)	19 (483)	4.5 (127)	4	240 (109)
24 (610)	25 (635)	6.3 (178)	5	291 (132)
36 (914)	37 (940)	9.8 (278)	6	388 (176)

NOTE: See page 20 for Coupler descriptions



18" Pin-On Bucket



36" Pin-On Bucket

### Klac Bucket Offering

Width in. (mm)	Cut in. (mm)	Rated ft. <sup>3</sup> (liter)	No. of Teeth	Weight lbs. (kg)
<b>E17C</b>				
10 (254)	11 (279)	.87 (25)	3	88 (40)
12 (305)	13 (330)	1.0 (28)	3	95 (43)
16 (406)	17 (432)	1.5 (42)	3	106 (48)
18 (457)	19 (483)	1.8 (51)	4	117 (53)
<b>E26C &amp; E30C</b>				
12 (305)	13 (330)	1.4 (39)	3	143 (65)
18 (457)	19 (483)	2.1 (58)	4	176 (80)
24 (610)	25 (635)	2.8 (78)	5	209 (95)
<b>E33C &amp; E37C</b>				
12 (305)	13 (330)	2.2 (62)	3	179 (81)
18 (457)	19 (483)	3.2 (91)	4	223 (101)
24 (610)	25 (635)	4.2 (119)	5	267 (121)
36 (914)	37 (940)	6.4 (181)	6	348 (158)
<b>E57C &amp; E60C</b>				
12 (305)	13 (330)	3.0 (85)	3	220 (100)
18 (457)	19 (483)	3.6 (102)	4	256 (116)
24 (610)	25 (635)	5.0 (142)	5	309 (140)
36 (914)	37 (940)	7.8 (221)	6	408 (185)

NOTE: See page 20 for Coupler descriptions



Klac Bucket

Coupler Specs		
Style	Weight lbs. (kg)	Application Notes
<b>E17C</b>		
Mechanical	65 (29)	For use where bucket (accessory) changes are frequent.
Klac	30 (14)	The low profile of the Klac style coupler is designed to mitigate the loss of breakout force.
<b>E26C &amp; E30C</b>		
Mechanical	95 (43)	For use where bucket (accessory) changes are frequent.
Hydraulic	95 (43)	For use where bucket (accessory) changes are frequent and operator convenience is key factor.
Klac	60 (27)	The low profile of the Klac style coupler is designed to mitigate the loss of breakout force.
<b>E33C &amp; E37C</b>		
Mechanical	97 (44)	For use where bucket (accessory) changes are frequent.
Hydraulic	115 (52)	For use where bucket (accessory) changes are frequent and operator convenience is key factor.
Klac	115 (52)	The low profile of the Klac style coupler is designed to mitigate the loss of breakout force.
<b>E57C &amp; E60C</b>		
Mechanical	165 (75)	For use where bucket (accessory) changes are frequent.
Hydraulic	154 (70)	For use where bucket (accessory) changes are frequent and operator convenience is key factor.
Klac	110 (50)	The low profile of the Klac style coupler is designed to mitigate the loss of breakout force.



Mechanical Coupler



Klack Coupler & Bucket

Specialty Bucket Offering					
Width in. (mm)	Cut in. (mm)	Rated ft. <sup>3</sup> (liter)	No. of Teeth	Weight lbs. (kg)	Bolt-On Edge (Not Included)
<b>E33C &amp; E37C Ditch Cleaning Buckets - Pin-On</b>					
36 (914)	37 (940)	6.6 (187)	-	233 (106)	Available
<b>E33C &amp; E37C Ditch Cleaning Buckets - Klac</b>					
36 (914)	37 (940)	6.6 (187)	-	315 (143)	Available
<b>E57C &amp; E60C Ditch Cleaning Buckets - Pin-On</b>					
36 (914)	37 (940)	6.6 (187)	-	238 (108)	Available
<b>E57C &amp; E60C Ditch Cleaning Buckets - Klac</b>					
36 (914)	37 (940)	6.6 (187)	-	315 (143)	Available
<b>E57C &amp; E60C Cemetery Buckets - Pin-On</b>					
36 (914)	37 (940)	3.5 (99)	6	269 (122)	-
<b>E57C &amp; E60C Cemetery Buckets - Klac</b>					
36 (914)	37 (940)	3.5 (99)	6	310 (141)	-

- Not available

### E17C Standard Arm

#### 5 ft. 11 in. (1.8 m) Boom, 3 ft. 2 in. (0.96 m) Arm, Dozer Blade Down

Canopy unit equipped with 0.04 m<sup>3</sup> (SAE heaped) bucket, 9 in. (230 mm) rubber track (extended) and 414 lb. (188 kg) counterweight.

Load/Lift point height		Load Radius										At Maximum Reach		
		3 ft. (1.0 m)		5 ft. (1.5 m)		7 ft. (2.0 m)		8 ft. (2.5 m)		10 ft. (3.0 m)		Reach @	Capacity	
		end	side	end	side	end	side	end	side	end	side		end	side
+7 ft. (2.0 m)	lb. (kg)							710* (320)*	710* (320)*	710* (320)*	510 (230)	10 ft. 1 in. (3.07 m)	560* (260)*	490 (220)
Groundline	lb. (kg)			1520* (690)*	1410 (640)	1740* (790)*	860 (390)	1220* (550)*	610 (280)	930* (420)*	460 (210)	10 ft. 8 in. (3.26 m)	820* (370)*	400 (180)
-3 ft. (-1.0 m)	lb. (kg)	2280* (1030)*	2280* (1030)*	2180* (990)*	1440 (650)	1480* (670)*	870 (390)	1050* (480)*	610 (280)			8 ft. 11 in. (2.71 m)	900* (410)*	540 (240)

### E17C Long Arm

#### 5 ft. 11 in. (1.8 m) Boom, 3 ft. 8 in. (1.12 m) Arm, Dozer Blade Down

Canopy unit equipped with 0.04 m<sup>3</sup> (SAE heaped) bucket, 9 in. (230 mm) rubber track (extended) and 591 lb. (268 kg) counterweight.

Load/Lift point height		Load Radius										At Maximum Reach				
		3 ft. (1.0 m)		5 ft. (1.5 m)		7 ft. (2.0 m)		8 ft. (2.5 m)		10 ft. (3.0 m)		12 ft. (3.5 m)		Reach @	Capacity	
		end	side	end	side	end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)													8 ft. 0 in. (2.43 m)	550* (250)*	550* (250)*
Groundline	lb. (kg)	880* (400)*	880* (400)*	1500* (680)*	1500* (680)*	1700* (770)*	970 (440)	1190* (540)*	690 (310)	910* (410)*	520 (240)			11 ft. 3 in. (3.42 m)	640* (290)*	420 (190)
-3 ft. (-1.0 m)	lb. (kg)	1980* (900)*	1980* (900)*	2350* (1070)*	1590 (720)	1540* (700)*	970 (440)	1100* (500)*	680 (310)					9 ft. 7 in. (2.91 m)	840* (380)*	540 (250)

### E26C Standard Arm

#### 6 ft. 5 in. (1.9 m) Boom, 3 ft. 8 in. (1.12 m) Arm, Dozer Blade Down

Canopy unit equipped with 0.07 m<sup>3</sup> (SAE heaped) bucket, 10 in. (250 mm) rubber track and 258 lb. (117 kg) counterweight.

Load/Lift point height		Load Radius										At Maximum Reach				
		3 ft. (1.0 m)		5 ft. (1.5 m)		7 ft. (2.0 m)		8 ft. (2.5 m)		10 ft. (3.0 m)		12 ft. (3.5 m)		Reach @	Capacity	
		end	side	end	side	end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)									1290* (580)*	800 (360)			10 ft. 4 in. (3.16 m)	1350* (610)*	720 (330)
Groundline	lb. (kg)	1840* (830)*	1840* (830)*	2130* (970)*	2130* (970)*	4080* (1850)*	1280 (580)	3130* (1420)*	890 (400)	2340* (1060)*	670 (300)	1870* (850)*	520 (240)	12 ft. 4 in. (3.75 m)	1690* (770)*	460 (210)
-3 ft. (-1.0 m)	lb. (kg)	3720* (1690)*	3720* (1690)*	4650* (2110)*	2210 (1000)	4000* (1810)*	1,290 (580)	2,840* (1290)*	890 (400)	2110* (960)*	660 (300)			10 ft. 5 in. (3.17 m)	1900* (860)*	610 (280)

### E26C Long Arm

#### 6 ft. 5 in. (1.9 m) Boom, 4 ft. 5 in. (1.35 m) Arm, Dozer Blade Down

Canopy unit equipped with 0.07 m<sup>3</sup> (SAE heaped) bucket, 10 in. (250 mm) rubber track and 545 lb. (247 kg) counterweight.

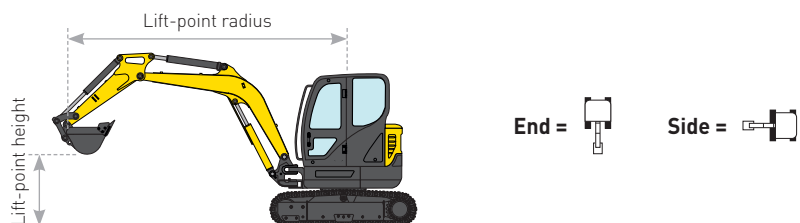
Load/Lift point height		Load Radius										At Maximum Reach						
		3 ft. (1.0 m)		5 ft. (1.5 m)		7 ft. (2.0 m)		8 ft. (2.5 m)		10 ft. (3.0 m)		12 ft. (3.5 m)		13 ft. (4.0)		Reach @	Capacity	
		end	side	end	side	end	side	end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)															11 ft. 3 in. (3.43 m)	1100* (500)*	740 (330)
Groundline	lb. (kg)	1550* (700)*	1550* (700)*	2050* (930)*	2050* (930)*	4160* (1890)*	1510 (690)	3,040* (1380)*	1060 (480)	2,270* (1030)*	800 (360)	1830* (830)*	630 (280)		13 ft. 1 in. (3.98 m)	1440* (650)*	510 (250)	
-3 ft. (-1.0 m)	lb. (kg)	3100* (1410)*	3100* (1410)*	3950* (1790)*	2550 (1160)	4280* (1940)*	1500 (680)	2990* (1360)*	1040 (470)	2240* (1020)*	780 (360)			11 ft. 3 in. (3.44 m)	1750* (790)*	640 (290)		

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

\*Indicates load limited by hydraulic capacity.





**E30C Standard Arm**

**6 ft. 8 in. (2.03 m) Boom, 3 ft. 8 in. (1.12 m) Arm, Dozer Blade Down**

Canopy unit equipped with 0.08 m<sup>3</sup> (SAE heaped) bucket, 10 in. (250 mm) rubber track and 772 lb. (350 kg) counterweight.

Load/Lift point height		Load Radius										At Maximum Reach		
		7 ft. (2.0 m)		8 ft. (2.5 m)		10 ft. (3.0 m)		12 ft. (3.5 m)		13 ft. (4.0 m)		Reach ⌀	Capacity	
		end	side	end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)					1270* (580)*	1080 (490)					10 ft. 9 in. (3.27 m)	1070* (490)*	920 (420)
Groundline	lb. (kg)	3820* (1730)*	1730 (780)	3170* (1440)*	1210 (550)	2370* (1070)*	920 (420)	1890* (860)*	730 (330)			12 ft. 7 in. (3.84 m)	1460* (660)*	630 (280)
-3 ft. (-1.0 m)	lb. (kg)	4000* (1810)*	1740 (790)	2870* (1300)*	1210 (550)	2150* (980)*	910 (410)					10 ft. 9 in. (3.28 m)	1810* (820)*	800 (360)

**E33C Standard Arm**

**7 ft. 10 in. (2.38 m) Boom, 4 ft. 3 in. (1.3 m) Arm, Dozer Blade Down**

Canopy unit equipped with 0.09 m<sup>3</sup> (SAE heaped) bucket, 12 in. (300 mm) rubber track and 772 lb. (350kg) counterweight.

Load/Lift point height		Load Radius								At Maximum Reach		
		3 ft. (1.0 m)		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		Reach ⌀	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)									12 ft. 10 in. (3.92 m)	1240* (560)*	710 (320)
Groundline	lb. (kg)			4030* (1 830)*	1740 (790)	2880* (1310)*	900 (410)	1890* (860)*	570 (260)	14 ft. 3 in. (4.35 m)	1670* (760)*	490 (220)
-3 ft. (-1.0 m)	lb. (kg)	4470* (2030)*	4470* (2030)*	4940* (2240)*	1760 (800)	2750* (1250)*	890 (400)			12 ft. 8 in. (3.87 m)	1800* (820)*	590 (270)

**E37C Standard Arm**

**8 ft. 2 in. (2.5 m) Boom, 4 ft. 3 in. (1.3 m) Arm, Dozer Blade Down**

Canopy unit equipped with 0.11 m<sup>3</sup> (SAE heaped) bucket, 12 in. (300 mm) rubber track and 900 lb. (410 kg) counterweight.

Load/Lift point height		Load Radius								At Maximum Reach		
		3 ft. (1.0 m)		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		Reach ⌀	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)									12 ft. 11 in. (3.94 m)	1170* (530)*	1070 (490)
Groundline	lb. (kg)			2990* (1320)*	2500 (1130)	2410* (1090)*	1440 (650)	1570* (710)*	920 (420)	14 ft. 11 in. (4.55 m)	1320* (600)*	750 (340)
-3 ft. (-1.0 m)	lb. (kg)	3840* (1740)*	3840* (1740)*	4330* (1960)*	2800 (1270)	2390* (1090)*	1410 (640)	1520* (690)*	910 (410)	13 ft. 8 in. (4.17 m)	1400* (640)*	860 (390)

**E37C Long Arm**

**8 ft. 2 in. (2.5 m) Boom, 5 ft. 3 in. (1.6 m) Arm, Dozer Blade Down**

Canopy unit equipped with 0.11 m<sup>3</sup> (SAE heaped) bucket, 12 in. (300 mm) rubber track and 1,235 lb. (560 kg) counterweight.

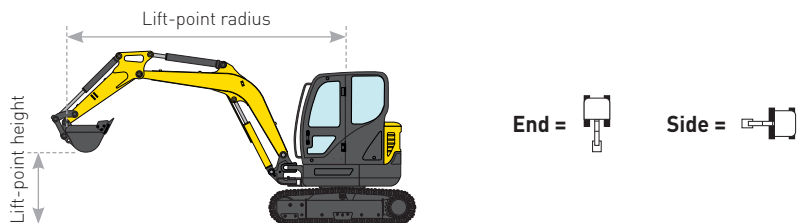
Load/Lift point height		Load Radius								At Maximum Reach		
		3 ft. (1.0 m)		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		Reach ⌀	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)							970* (440)*	970* (440)*	14 ft. 2 in. (4.32 m)	970* (440)*	970* (440)*
Groundline	lb. (kg)			3060* (1390)*	3060* (1390)*	2300 lb* (1040)*	1630 (740)	1510* (680)*	1050 (470)	16 ft. 0 in. (4.87 m)	1140* (520)*	760 (350)
-3 ft. (-1.0 m)	lb. (kg)	3040* (1380)*	3040* (1380)*	4610* (2090)*	3090 (1400)	2420* (1100)*	1580 (720)	1560* (710)*	1020 (460)	14 ft. 10 in. (4.52 m)	1250* (570)*	850 (380)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

\*Indicates load limited by hydraulic capacity.



**E57C Standard Arm****9 ft. 10 in. (3.0 m) Boom, 5 ft. 3 in. (1.6 m) Arm, Dozer Blade Down**Canopy unit equipped with 0.18 m<sup>3</sup> (SAE heaped) bucket, 15 in. (380 mm) rubber track and 518 lb. (235 kg) counterweight.

Load/Lift point height		Load Radius								At Maximum Reach		
		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		16 ft. (5.0 m)		Reach ⊕	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)					2340* (1060)*	2100 (950)			16 ft. 3 in. (4.96 m)	2150* (970)*	1400 (630)
Groundline	lb. (kg)	4160* (1890)*	4160* (1890)*	5920* (2680)*	2730 (1240)	3910* (1770)*	1750 (800)	2940* (1330)*	1230 (560)	17 ft. 0 in. (5.17 m)	2820* (1280)*	1160 (530)
-3 ft. (-1.0 m)	lb. (kg)	6870* (3120)*	5430 (2460)	5890* (2670)*	2690 (1220)	3950* (1790)*	1710 (780)			15 ft. 8 in. (4.77 m)	3040* (1380)*	1310 (590)

**E57C Long Arm****9 ft. 10 in. (3.0 m) Boom, 6 ft. 3 in. (1.9 m) Arm, Dozer Blade Down**Canopy unit equipped with 0.18 m<sup>3</sup> (SAE heaped) bucket, 15 in. (380 mm) rubber track and 739 lb. (335 kg) counterweight.

Load/Lift point height		Load Radius								At Maximum Reach		
		3 ft. (1.0 m)		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		Reach ⊕	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)					2070* (940)*	2070* (940)*	2150* (980)*	1500 (680)	17 ft. 3 in. (5.27 m)	1800* (820)*	1350 (610)
Groundline	lb. (kg)	4070* (1840)*	4070* (1840)*	5770* (2620)*	2930 (1330)	3800* (1730)*	1890 (860)	2890* (1310)*	1320 (600)	17 ft. 11 in. (5.46 m)	2360* (1070)*	1140 (520)
-3 ft. (-1.0 m)	lb. (kg)	6160* (2790)*	5720 (2600)	5960* (2700)*	2860 (1300)	3980* (1800)*	1830 (830)	2880* (1310)*	1300 (590)	16 ft. 8 in. (5.08 m)	2800* (1270)*	1260 (570)

**E60C Standard Arm****9 ft. 6 in. (2.9 m) Boom, 4 ft. 10 in. (1.48 m) Arm, Dozer Blade Down**Cab unit equipped with 0.18 m<sup>3</sup> (SAE heaped) bucket, 15 in. (380 mm) rubber track and 1,036 lb. (470 kg)

Load/Lift point height		Load Radius								At Maximum Reach		
		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		16 ft. (5.0 m)		Reach ⊕	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)					2590* (1180)*	1950 (880)			15 ft. 11 in. (4.86 m)	1880* (850)*	1330 (600)
Groundline	lb. (kg)	3610* (1640)*	3610* (1640)*	6560* (2970)*	2540 (1150)	4230* (1920)*	1610 (730)	3110* (1410)*	1120 (510)	16 ft. 8 in. (5.09 m)	2700* (1230)*	1090 (490)
-3 ft. (-1.0 m)	lb. (kg)	6420* (2910)*	5250 (2380)	6290* (2850)*	2510 (1140)	4160* (1890)*	1580 (720)			15 ft. 3 in. (4.65 m)	3260* (1480)*	1250 (570)

**E60C Long Arm****9 ft. 6 in. (2.9 m) Boom, 6 ft. 3 in. (1.9 m) Arm, Dozer Blade Down**Cab unit equipped with 0.18 m<sup>3</sup> (SAE heaped) bucket, 15 in. (380 mm) rubber track and 1,477 lb. (670 kg) counterweight.

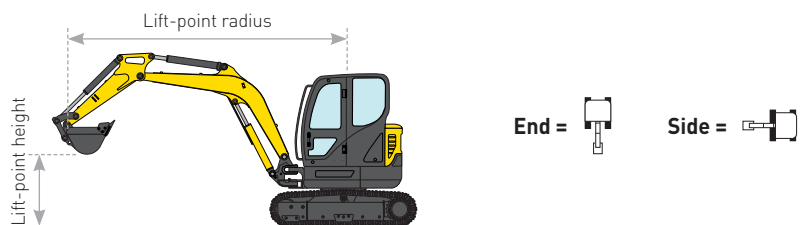
Load/Lift point height		Load Radius								At Maximum Reach		
		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		16 ft. (5.0 m)		Reach ⊕	Capacity	
		end	side	end	side	end	side	end	side		end	side
+10 ft. (3.0 m)	lb. (kg)					2090* (950)*	2090* (950)*	2130* (960)*	1400 (640)	17 ft. 3 in. (5.27 m)	1380* (620)*	1250 (570)
Groundline	lb. (kg)	3590* (1630)*	3590* (1630)*	6250* (2840)*	2770 (1260)	3990* (1810)*	1760 (800)	2980* (1350)*	1210 (550)	18 ft. 0 in. (5.48 m)	1880* (850)*	1030 (470)
-3 ft. (-1.0 m)	lb. (kg)	5480* (2490)*	5480* (2490)*	6370* (2890)*	2700 (1220)	4150* (1880)*	1700 (770)	2950* (1340)*	1190 (540)	16 ft. 8 in. (5.08 m)	2510* (1140)*	1160 (520)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

\*Indicates load limited by hydraulic capacity.



# World Class Products Demand World Class Dealers



The purchase of a New Holland machine is just the beginning of our relationship together. Consider your experienced New Holland Construction equipment dealer as your local partner in productivity. Assistance in selecting the right model for your operation and developing an affordable leasing or financing plan through New Holland's financing division, CNH Industrial Capital, are just a few advantages your local dealer can provide.

Your New Holland dealer's full service capabilities bring you responsive support with genuine New Holland parts and all makes

coverage. More importantly, we are there wherever and whenever you need us with our fully equipped service vehicles. From customized maintenance programs to professional operator and technical training, our factory-trained service and parts experts are there to assist you with any of your equipment support needs.

Your business deserves nothing less than world class products supported by a world class business partner. That's your local New Holland Construction equipment dealer — your partner in productivity.



Learn more at [www.newholland.com](http://www.newholland.com)

New Holland Construction  
500 Diller Ave.  
New Holland, PA 17557

[www.newholland.com](http://www.newholland.com)

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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without all shields, protective devices and structures in place. This is a one-person machine. Never allow riders in the cab, outside the machine, or in/on any bucket or attachment.

NHC3614537 • 061805 • OTP • PRINTED IN U.S.A.

Quote Id: 25231492

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Prepared For:  
**MORROW COUNTY PUBLIC WORKS**



Prepared By: **RALPH GOODWIN**

Pape Machinery, Inc.  
1925 E James Street  
Pasco, WA 99301

Tel: 509-547-8813  
Mobile Phone: 509-995-4706  
Fax: 509-547-7959  
Email: [rgoodwin@papemachinery.com](mailto:rgoodwin@papemachinery.com)

**Quote Summary**

**Prepared For:**  
MORROW COUNTY PUBLIC WORKS  
PO BOX 428  
LEXINGTON, OR 97839  
Business: 541-989-9500

**Prepared By:**  
RALPH GOODWIN  
Pape Machinery, Inc.  
1925 E James Street  
Pasco, WA 99301  
Phone: 509-547-8813  
Mobile: 509-995-4706  
rgoodwin@papemachinery.com

*This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at [www.pape.com/terms](http://www.pape.com/terms), and will also be sent by mail or e-mail to the purchaser upon request.*

**Quote Id:** 25231492  
**Created On:** 13 September 2021  
**Last Modified On:** 15 September 2021  
**Expiration Date:** 30 September 2021

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2021 JOHN DEERE 60G Compact Excavator - 1FF060GXCMJ294439	\$ 118,774.00 X	1 =	\$ 118,774.00
SOURCEWELL 29% DISCOUNT OFF LIST PER 032119 JDC	\$ -28,413.09 X	1 =	\$ (28,413.09)
<b>Equipment Total</b>			<b>\$ 90,360.91</b>

<b>Trade In Summary</b>	<b>Qty</b>	<b>Each</b>	<b>Extended</b>
2010 CATERPILLAR 303.5 - CAT3035CEDMY03434	1	\$ 18,625.00	\$ 18,625.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 18,625.00
<b>Trade In Total</b>			<b>\$ 18,625.00</b>

**Quote Summary**

Equipment Total	\$ 90,360.91
Trade In	\$ (18,625.00)
SubTotal	\$ 71,735.91
Total	\$ 71,735.91
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 71,735.91</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment


**MACHINERY**
**Quote Id:** 25231492

**Customer:** MORROW COUNTY PUBLIC WORKS

## 2021 JOHN DEERE 60G Compact Excavator - 1FF060GXCMJ294439

**Equipment Notes:** THIS UNIT DOES NOT HAVE AN OPTION FOR A HEATED SEAT. THIS UNIT IS NOT AVAILABLE WITH ADJUSTABLE FLOW ON THE AUXILIARY HYDRAULICS. THIS UNIT IS IN STOCK IN CALIFORNIA AND SHOULD BE AVAILABLE TO YOU WITHIN 30 DAYS OF OUR RECEIPT OF ORDER. WE JUST NEED TO INSTALL THE CASE DRAIN KIT AND HAVE THE ADAPTER PLATE FABRICATED.

**Selling Price**
**\$ 118,774.00**

**Hours:** 2  
**Stock Number:** MJ294439

Code	Description	Qty	Unit	Extended
0071FF	JOHN DEERE CAB, AC,16"RBR,6'1"ARM,ABL	1	\$ 84,932.00	\$ 84,932.00
<b>Standard Options - Per Unit</b>				
F3125	400MM RUBBER TRACK	1	\$ 0.00	\$ 0.00
F7120	6'1" (1.85M) LONG ARM	1	\$ 1,781.00	\$ 1,781.00
F8185	CAB WITH HEATER & AIR CONDIT	1	\$ 6,243.00	\$ 6,243.00
F9555	ANGLE BLADE	1	\$ 5,023.00	\$ 5,023.00
<b>Standard Options Total</b>				<b>\$ 13,047.00</b>
<b>Dealer Attachments</b>				
BYT11748	HYDRAULIC THUMB	1	\$ 2,350.00	\$ 2,350.00
PAPE	THUMB INSTALL	1	\$ 1,350.00	\$ 1,350.00
	24" HD DIGGING BUCKET	1	\$ 1,516.00	\$ 1,516.00
	42" HD SMOOTH EDGE BUCKET	1	\$ 1,629.00	\$ 1,629.00
	INCOMING FREIGHT	1	\$ 3,900.00	\$ 3,900.00
	DELIVERY	1	\$ 950.00	\$ 950.00
	MANUALS	1	\$ 600.00	\$ 600.00
	RADIO	1	\$ 750.00	\$ 750.00
	PDI	1	\$ 1,250.00	\$ 1,250.00
	CASE DRAIN KIT INSTALLED	1	\$ 3,500.00	\$ 3,500.00
PAPE	ADAPTER PLATE	1	\$ 3,000.00	\$ 3,000.00
<b>Dealer Attachments Total</b>				<b>\$ 20,795.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Suggested Price</b>				<b>\$ 118,774.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>				<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ 118,774.00</b>

# Selling Equipment

**MACHINERY**

Quote Id: 25231492

Customer: MORROW COUNTY PUBLIC WORKS

**SOURCEWELL 29% DISCOUNT OFF LIST PER 032119 JDC**

Hours: 0

Stock Number:

				Selling Price
Code	Description	Qty	Unit	Extended
SOURCEWELL	29% DISCOUNT OFF LIST PER 032119 JDC	1	\$ -28,413.09	\$ -28,413.09
<b>Suggested Price</b>				<b>\$ -28,413.09</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ -28,413.09</b>

# Trade In

Quote Id: 25231492

Customer: MORROW COUNTY PUBLIC WORKS

<b>2010 CATERPILLAR 303.5</b> <b>SN# CAT3035CEDMY03434</b>	
<b>Machine Details</b>	
<b>Description</b>	<b>Net Trade Value</b>
2010 CATERPILLAR 303.5	\$ 18,625.00
SN# CAT3035CEDMY03434	
<b>Your Trade In Description</b>	
COMPLETE	
<b>Additional Options</b>	
<b>Hour Meter Reading</b>	3132
<b>Total</b>	
	<b>\$ 18,625.00</b>





15-Sep-21

Quote: Q000245388

Customer: Morrow County Parks

We would like to thank you for your interest in our company and our products, and are pleased to provide the attached quote. Please feel free to call with any questions or concerns.

Relation	Name	Price
6105461	305 07A CR MHE CFG14A	82,750.00
5957021	INSTRUCTIONS, ANSI	0.00
5827126	COUNTERWEIGHT, EXTRA, 530LBS	1,040.00
5967646	STICK, LONG, 1- AUX, ANGLE BLD	0.00
5277611	LINES, BOOM	0.00
5843653	LINES, STICK	0.00
5860416	LINES, QC, LONG STK	770.00
5844311	CONTROL, QUICK COUPLER	770.00
5277627	TRACK, 16", RUBBER BELT	0.00
5198302	WATER JACKET HEATER, 100V	224.00
5106085	BELT, SEAT, 3" RETRACTABLE	0.00
5798875	MONITOR NEXT GEN, CAB	0.00
5226460	CAT KEY, WITH PASSCODE OPTION	0.00
5798873	RADIO, BT/USB/AUX/MIC	426.00
5798870	LIGHTS, LED, REAR	174.00
5798868	LIGHTS, LED	289.00
5798889	PRODUCT LINK, CELLULAR PL243	0.00
4287870	MIRROR, CAB, RIGHT	46.00
5970755	BLADE, ANGLE, BOCE	3,980.00
5750492	THUMB, HYD + COUPLER, PG, HYD, 5T	5,979.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	0.00
5909288	ATHENS DEALER PDI & FUEL	321.00
0P2266	SHIPPING/STORAGE PROTECTION	217.00
0P4299	PACKING, LAST MILE PROGRAM	0.00
0P9003	LANE 3 ORDER	0.00
2822785	PINS, BUCKET, 45MM	111.00
2794326	BUCKET-DC, 39", 5.9	1,167.00
5477031	BUCKET-HD, 24", 9.5	2,365.00

Total List Price 100,629.00

Governemental Discount -23,949.18

Trade	2010 303.5CR	40,679.82
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Net Due		\$ 58,679.82
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Price Includes

- 2 Year / 2,000 Hour Premier Warranty
- Pre Delivery Inspection
- Case Drain Install
- 500 Hour Service Kit
- Delivery Freight

G-SERIES  
**COMPACT EXCAVATORS**



**JOHN DEERE**

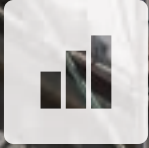
35G / 50G / 60G



**COMPACT  
OPERATORS**



+



RELIABLE

PRODUCTIVE





DEERE

50G

*SMALLER MACHINES,*

***BIGGER DEAL.***



*MAKE A BIGGER IMPACT*  
**WITH OUR COMPACTS.**

Inspired by input from equipment owners and operators like you, these nimble machines are loaded with customer-driven ideas. Such as a spacious cab with a wide entryway. Large expanse of glass for expansive visibility. Fuel-saving auto-shutdown and power/economy work modes. Plus three large service doors that allow wide-open access to maintenance items such as side-by-side coolers, for simplified core clean-out. Get a G-Series and get the same power, productivity, reliability, and comfort you've come to expect from our other compacts — in an even more operator-friendly package.



**WE'VE GOT YOU COVERED**

For challenging climates or work conditions, you're sure to appreciate the 60G canopy option (canopies are standard on the 35G and 50G).

# ONE AND DONE SEE WHAT YOU CAN DO.



Looking to get more out of your compact excavator? Make your next machine one of our G-Series models and get more done.

**EASY TO TRAILER**

## **Modes of operation**

Power/economy work modes allow you to match engine speed to the application. Select **Power** mode and get the higher engine speeds needed for most general digging work. For lighter digging demands, **Economy** mode reduces engine speed and noise, while improving fuel efficiency.

## **At home in the cab**

With large entryways and virtually unrestricted sightlines, the spacious operator stations of G-Series machines deliver the comfort, convenience, and visibility an operator needs. And then some.

## **Compact by design**

Zero-tail-swing (35G and 50G) and reduced-tail-swing (60G) designs make these compacts extra maneuverable and plenty productive in places with tight spaces.

## **Auto-idle and auto shutdown**

Auto-idle automatically reduces engine speed when hydraulics aren't in use. Auto shutdown further preserves every precious drop of fuel.

## **Dig and go**

G-Series Compacts transport easily between jobsites, making them perfect for "dig-and-go" jobs. Enlarged tie-down openings allow these machines to be secured with the same-size chains used on your larger equipment.





## **COMPACT AND QUIET** *SIZE UP THE POSSIBILITIES.*

Their compact sizes and zero-tail-swing (35G and 50G) and reduced-tail-swing (60G) designs enable these small-but-mighty machines to specialize in close-quarters work. Their fuel-efficient, direct-injected diesels meet EPA Final Tier 4 (FT4)/EU Stage IV emission standards and are so quiet you can put them to work almost anywhere, any time. Standard equipped with backfill blade, mechanical quick-coupler, and auxiliary hydraulics, plus any of many optional John Deere attachments, they can make a sizable impact on your productivity. And your profitability.





**UNDER**  
**56"**<sup>\*</sup>  
**TAIL-SWING**  
**RADIUS**

*\*For 60G w/ extra counterweight.*



#### **Load up**

Truck sideboards are no problem for these compacts. Lift height and reach are plentiful, making truck loading easy.

#### **Underground and all around**

Comfortably unrestricted visibility, precise feel, and smooth control make our compacts ideal for excavating around existing utilities.

#### **Make tracks**

Choose the tracks that are best for the way you work. Rubber tracks traverse virtually any terrain, including paved surfaces. Steel tracks and steel tracks with rubber pads are also available. Optional rubber grousers combine work-anywhere flexibility with steel-track serviceability.

#### **Overcome obstacles**

Why allow obstacles to dictate how you work? Get a G-Series Compact and put its independent-swing boom and 360-degree rotation to good use.



The image shows the interior of an excavator operator's cab. The view is from the operator's perspective, looking towards the controls. A large, black, leather-upholstered seat is on the right. In the center, there is a joystick with a black grip and a silver base. To the left of the joystick is a control panel with various buttons and a small display screen. The floor is covered with a black rubber mat. The background shows the exterior of the cab, which is yellow and black.

## ***COMFORTABLE PRODUCTIVITY***

*IT HARDLY SEEMS LIKE WORK.*

Step aboard one of these excavators and you'll discover that compacts don't have to be uncomfortable. Spacious operator stations won't cramp your style. Seats, pedals, and controls are positioned to accommodate bigger operators. And expansive visibility provides a commanding view of the work at hand and jobsite around you. For year-round productivity, add a heated and air-conditioned cab. Just like our canopy-equipped models — including a 60G canopy option — roominess and comfort are maximized.



## **SINGLE-HINGE DOOR AIDS VISIBILITY**

### **At a glance**

Durable monitor provides vital operating info at a glance and fingertip control of several functions, including auto shutdown, power/economy modes, and auto exhaust-filter cleaning. Plus two trip meters let you track engine oil and hydraulic oil changes, or jobsite hours.

### **Take control**

Go from backhoe- to excavator-style controls with a simple twist of your wrist. Control-pattern selector valve is conveniently located in a compartment beneath the seat.

### **Smooth operator**

Ergonomic short-throw pilot-control levers provide smooth, predictable low-effort fingertip operation.

### **Clear and cool**

Automatic, high-velocity bi-level climate-control system with automotive-style adjustable louvers helps keep the glass clear and the cab comfortable.

### **Room for more**

Swing boom and foldable travel pedals are positioned where they're easy to operate, yet allow plenty of foot room.

### **Highly visible**

Single-hinge door and front glass that is 2-inches wider and 6-inches taller than on previous models enable excellent visibility.

### **Safe travels**

No operator activation is required for high-speed travel. Track speeds automatically slow to low whenever the travel motors encounter a heavier load. Includes a console-mounted, low-speed lock switch.

### **Quiet on the job**

Noise-reducing muffler (35G) and aftertreatment device (50G/60G), plus isochronous high-idle speed, help keep things noticeably quiet. Rubber cab mounts further isolate the operator from noise and vibration to help reduce fatigue.





## ***TOUGH WHERE IT'S NEEDED***

***BUILT TO TAKE IT ON.***

Don't let their compact statures fool you. Like their larger G-Series siblings, the 35G, 50G, and 60G are exceptionally durable. And for good reason — they share many of the same uptime-boosting features such as powdered-metal oil-impregnated boom, arm, and bucket bushings. Rigid, reinforced D-channel side frames. And heavy-duty X-frames. When you know how they're built, you'll see how tough they are.



## **HEAVY-DUTY & STABLE X-FRAME**

### **Material protection**

Heavy-duty shields deflect material and impacts, protecting the boom/blade cylinders and drive motors.

### **X marks the spot**

Heavy-duty X-frame provides a solid, stable platform that resists material and dirt buildup.

### **Designed for durability**

Rigid, reinforced D-channel side frames resist impact, for maximum cab and component protection.

### **Extended intervals**

Oil-impregnated bushings enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint and 100 hours for the bucket.

### **Put the brakes on**

Spring-applied, hydraulically released park brake automatically engages when a control lever is released, to help prevent accidental machine movement.

### **Integral integrity**

Single-pin swing-post increases boom rigidity, enhancing the structural integrity of digging components. Wear-resistant hoses are routed for protection and Cordura®-wrapped where exposed.

### **Core construction**

Unique steel cores help the rubber tracks resist cracking. Large-diameter drive sprockets and track idlers further add to undercarriage durability.



*SET YOUR SIGHTS ON*  
**GETTING**  
**MORE DONE.**

# ARM YOURSELF

## FOR MORE PRODUCTIVITY.

Want to do even more with these highly versatile compacts? Add any of the many available buckets and John Deere attachments to your equipment arsenal and watch utilization take off. G-Series Compacts arrive attachment-ready with boom-mounted auxiliary hydraulic lines and a quick-coupler that let you go from bucket to plate compactor to whatever, quickly and easily. See your John Deere dealer today for details and financing options.

### Easy additions

Standard quick-coupler-equipped, boom-mounted auxiliary hydraulic lines make attachment hookup a snap.

### Pull through the muck

Ditch-cleaning buckets from 34- to 42-inches wide handle loose materials or muck.

### Reach for more

Need more digging depth or reach? Choose the long-arm/heavy-counterweight option for an increase in both.

### Hardly all thumbs

Add a top clamp for thumb-like dexterity that comes in handy when handling cumbersome objects or cleaning up jobsites.

### Break on through

Bust through blacktop, concrete, or other solid surfaces with a John Deere hydraulic hammer. Front cab screens are available to help prevent damage to the glass.

### Fleet flexibility

John Deere attachments work on a wide range of Deere and other makes of compact machines, so you can make the most of your investment.

### Handy hydraulics

Return-flow selector valve accommodates hydraulic-driven attachments that operate either one or two ways. Make changes with just a twist of the wrist.



### Change it up

Wedge-style coupler enables quick changes and accepts a wide variety of buckets and attachments, such as hydraulic hammers and augers.

---

# ***SIMPLE SERVICEABILITY***

*WON'T BUST YOUR TAIL OR YOUR BUDGET.*

## **Ground-level service**

Routine checks such as engine oil level are quickly accomplished from ground level. Convenient lube/maintenance chart helps confirm that nothing gets overlooked.

## **Keep it clean**

Seamless diesel particulate filter (DPF) cleaning happens automatically without impacting machine productivity. Minimum service interval is 6,000 hours and can be done by your John Deere dealer.

## **Check it out**

Hydraulic fluid sight gauge and see-through coolant reservoir let you quickly check levels.

## **Forward tilt**

Operator station tilts forward 50 degrees, bringing the swing motor, hydraulic control valve, engine starter motor, and alternator within reach.





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### Engine tech

The FT4/Stage IV technology in our excavators is simple, fuel efficient, fully integrated, and fully supported. In the 50G and 60G, it employs field-proven cooled exhaust gas recirculation (EGR) for reducing  $\text{NO}_x$  and a DPF and diesel oxidation catalyst (DOC) to reduce particulate matter. The 35G doesn't require an aftertreatment system to meet emission requirements.

### Easy access

Hinged door provides wide-open access to the side-by-side oil cooler and radiator for easier core clean-out.

### Track maintenance

A simple grease gun and a wrench are all it takes to quickly maintain proper track tension.

### Work longer

Vertical spin-on filters allow quick and clean changes. Large fuel tanks and 500- and 2,000-hour engine and hydraulic oil-service and 500-hour greasing intervals enable these excavators to work longer between stops for scheduled service.





# 35G SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

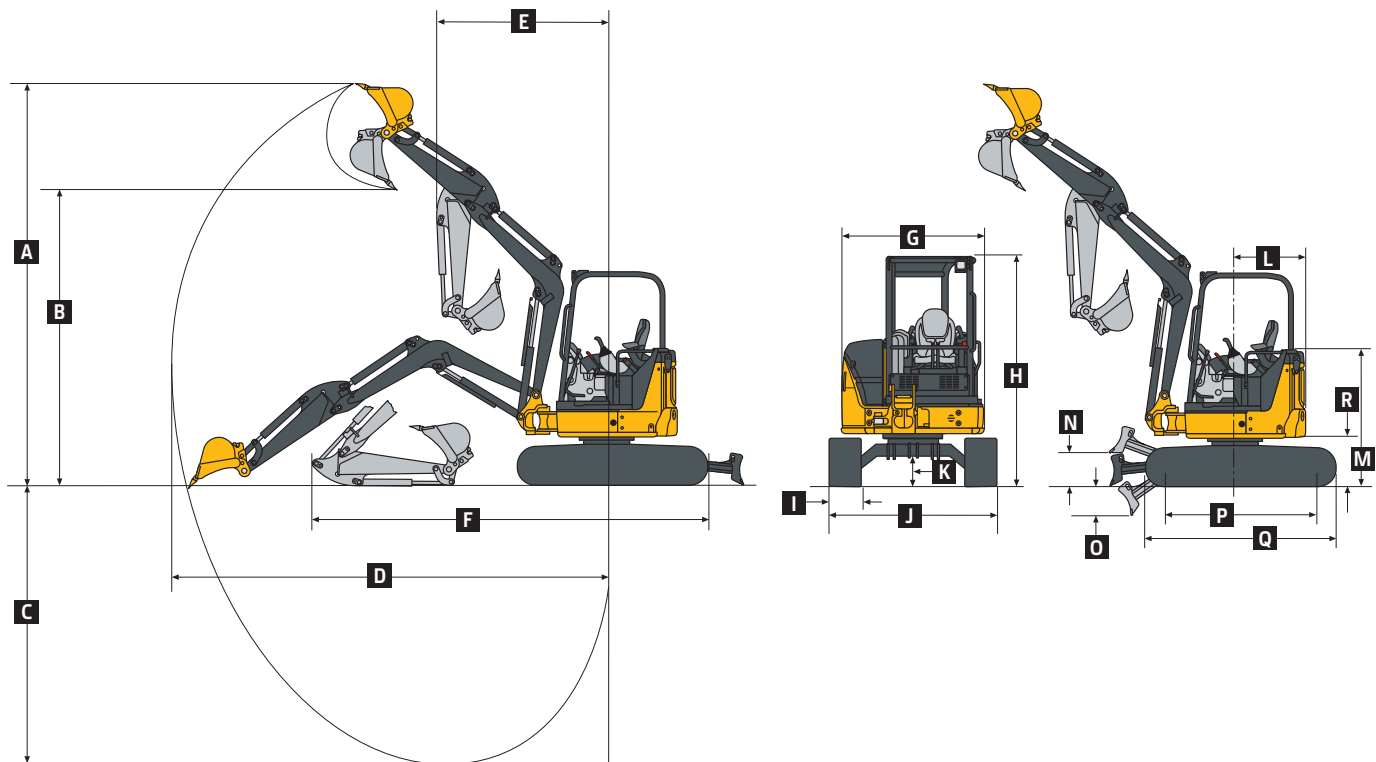
<b>Engine</b>		<b>35G</b>			
Manufacturer and Model	Yanmar 3TNV88F				
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV				
Displacement	1.642 L (100.2 cu. in.)				
Net Power (ISO 9249)	17.4 kW (23.3 hp) at 2,400 rpm				
<b>Powertrain</b>					
Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box					
<b>Maximum Travel Speed</b>					
Low	2.8 km/h (1.7 mph)				
High	4.3 km/h (2.7 mph)				
<b>Hydraulics</b>					
Open center with 2 variable-displacement pumps and 1 fixed-gear pump					
<b>Pump Flow</b>					
Piston	2 x 38.4 L/m (2 x 10.1 gpm)				
Gear	22.8 L/m (6.0 gpm)				
Auxiliary Flow	61.2 L/m (16.2 gpm)				
Controls	2 hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, travel, and auxiliary functions				
<b>Electrical</b>					
Alternator Rating	55 amp				
Work Lights	2 halogen: 1 mounted on operator's station and 1 mounted on boom				
<b>Undercarriage</b>					
Track, Rubber	300 mm (12 in.)				
<b>Ground Pressure</b>					
	<i>1315-mm (4 ft. 4 in.) Standard Arm, Canopy, and Standard Counterweight</i>	<i>1315-mm (4 ft. 4 in.) Standard Arm, Cab, and Standard Counterweight</i>	<i>1715-mm (5 ft. 8 in.) Long Arm, Canopy, and Extra Counterweight</i>	<i>1715-mm (5 ft. 8 in.) Long Arm, Cab, and Extra Counterweight</i>	
With Rubber Track	32.0 kPa (4.6 psi)	33.0 kPa (4.8 psi)	33.7 kPa (4.9 psi)	35.2 kPa (5.1 psi)	
<b>Upperstructure</b>					
Swing Speed	9.0 rpm				
Independent Swing Boom	<i>Canopy</i>	<i>Cab</i>			
Left	72 deg.	62 deg.			
Right	62 deg.	62 deg.			
Swing Brake	Spring applied, hydraulically released, automatic, disc type				
<b>Serviceability</b>					
<b>Refill Capacities</b>					
Fuel Tank	42 L (11.1 gal.)				
Cooling System	5.0 L (5.3 qt.)				
Engine Oil With Filter	7.2 L (7.6 qt.)				
Hydraulic Tank	32 L (8.5 gal.)				
<b>Operating Weights</b>					
	<i>1315-mm (4 ft. 4 in.) Standard Arm, Canopy, and Standard Counterweight</i>	<i>1315-mm (4 ft. 4 in.) Standard Arm, Cab, and Standard Counterweight</i>	<i>1715-mm (5 ft. 8 in.) Long Arm, Canopy, and Extra Counterweight</i>	<i>1715-mm (5 ft. 8 in.) Long Arm, Cab, and Extra Counterweight</i>	
With Full Fuel Tank and 79-kg (175 lb.) Operator	3520 kg (7,760 lb.)	3690 kg (8,135 lb.)	3783 kg (8,340 lb.)	3953 kg (8,715 lb.)	
Optional Angle Blade	296 kg (653 lb.)	296 kg (653 lb.)	296 kg (653 lb.)	296 kg (653 lb.)	
<b>Counterweight</b>					
Standard	540 kg (1,190 lb.)	540 kg (1,190 lb.)	540 kg (1,190 lb.)	540 kg (1,190 lb.)	
Additional	240 kg (529 lb.)	240 kg (529 lb.)	240 kg (529 lb.)	240 kg (529 lb.)	

# 35G SPECIFICATIONS



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Operating Dimensions	35G			
	1315-mm (4 ft. 4 in.) Standard Arm and Canopy	1315-mm (4 ft. 4 in.) Standard Arm and Cab	1715-mm (5 ft. 8 in.) Long Arm and Canopy	1715-mm (5 ft. 8 in.) Long Arm and Cab
<b>A</b> Maximum Cutting Height	4.87 m (16 ft. 0 in.)	4.70 m (15 ft. 5 in.)	4.95 m (16 ft. 3 in.)	4.74 m (15 ft. 7 in.)
<b>B</b> Maximum Dumping Height	3.46 m (11 ft. 4 in.)	3.31 m (10 ft. 10 in.)	3.57 m (11 ft. 9 in.)	3.39 m (11 ft. 1 in.)
<b>C</b> Maximum Digging Depth	3.06 m (10 ft. 0 in.)	3.06 m (10 ft. 0 in.)	3.46 m (11 ft. 4 in.)	3.46 m (11 ft. 4 in.)
<b>D</b> Maximum Digging Reach	5.21 m (17 ft. 1 in.)	5.21 m (17 ft. 1 in.)	5.52 m (18 ft. 1 in.)	5.52 m (18 ft. 1 in.)
<b>E</b> Minimum Front Swing Radius	2.08 m (6 ft. 10 in.)	2.24 m (7 ft. 4 in.)	2.19 m (7 ft. 2 in.)	2.30 m (7 ft. 7 in.)
<b>F</b> Transport Length	4.64 m (15 ft. 3 in.)	4.64 m (15 ft. 3 in.)	4.75 m (15 ft. 7 in.)	4.75 m (15 ft. 7 in.)
Digging Force (ISO)				
Arm	19.0 kN (4,277 lb.)	19.0 kN (4,277 lb.)	16.9 kN (3,792 lb.)	16.9 kN (3,792 lb.)
Bucket	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)	27.1 kN (6,085 lb.)



Machine Dimensions			
<b>G</b> Upperstructure Width	1.55 m (5 ft. 1 in.)	<b>M</b> Engine Cover Height	1.53 m (5 ft. 0 in.)
<b>H</b> Overall Height		<b>N</b> Maximum Blade Lift Above Ground	360 mm (14.2 in.)
Canopy	2.48 m (8 ft. 2 in.)	<b>O</b> Maximum Blade Drop Below Ground	400 mm (15.7 in.)
Cab	2.48 m (8 ft. 2 in.)	Blade	
<b>I</b> Track Width	300 mm (12 in.)	Width	1.74 m (5 ft. 9 in.)
<b>J</b> Undercarriage Width	1.74 m (5 ft. 9 in.)	Height	373 mm (14.7 in.)
<b>K</b> Ground Clearance	280 mm (11 in.)	<b>P</b> Sprocket Center to Idler Center	1.66 m (5 ft. 5 in.)
<b>L</b> Tail Swing Radius		<b>Q</b> Undercarriage Length	2.11 m (6 ft. 11 in.)
With Standard Arm	870 mm (34 in.)	<b>R</b> Counterweight Clearance	550 mm (22 in.)
With Long Arm and Extra Counterweight	980 mm (39 in.)		

Lift Capacities								
	Canopy and Standard Counterweight		Cab and Standard Counterweight		Canopy and Extra Counterweight		Cab and Extra Counterweight	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
<b>Ground Level at 3.05-m (10 ft.) Radius</b>								
1315-mm (4 ft. 4 in.) Standard Arm	1568 kg (3,453 lb.)	641 kg (1,412 lb.)	1568 kg (3,453 lb.)	684 kg (1,506 lb.)	1568 kg (3,453 lb.)	765 kg (1,686 lb.)	1568 kg (3,453 lb.)	808 kg (1,780 lb.)
1715-mm (5 ft. 8 in.) Long Arm	1501 kg (3,307 lb.)	630 kg (1,388 lb.)	1501 kg (3,307 lb.)	672 kg (1,481 lb.)	1501 kg (3,307 lb.)	755 kg (1,662 lb.)	1501 kg (3,307 lb.)	797 kg (1,756 lb.)

**Boldface type** indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). All lift capacities are based on ISO 10567 (with power boost). Lifting measurement from center of arm to bucket pin; with 400-mm (16 in.) track shoe and blade on ground; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine.



# 50G SPECIFICATIONS

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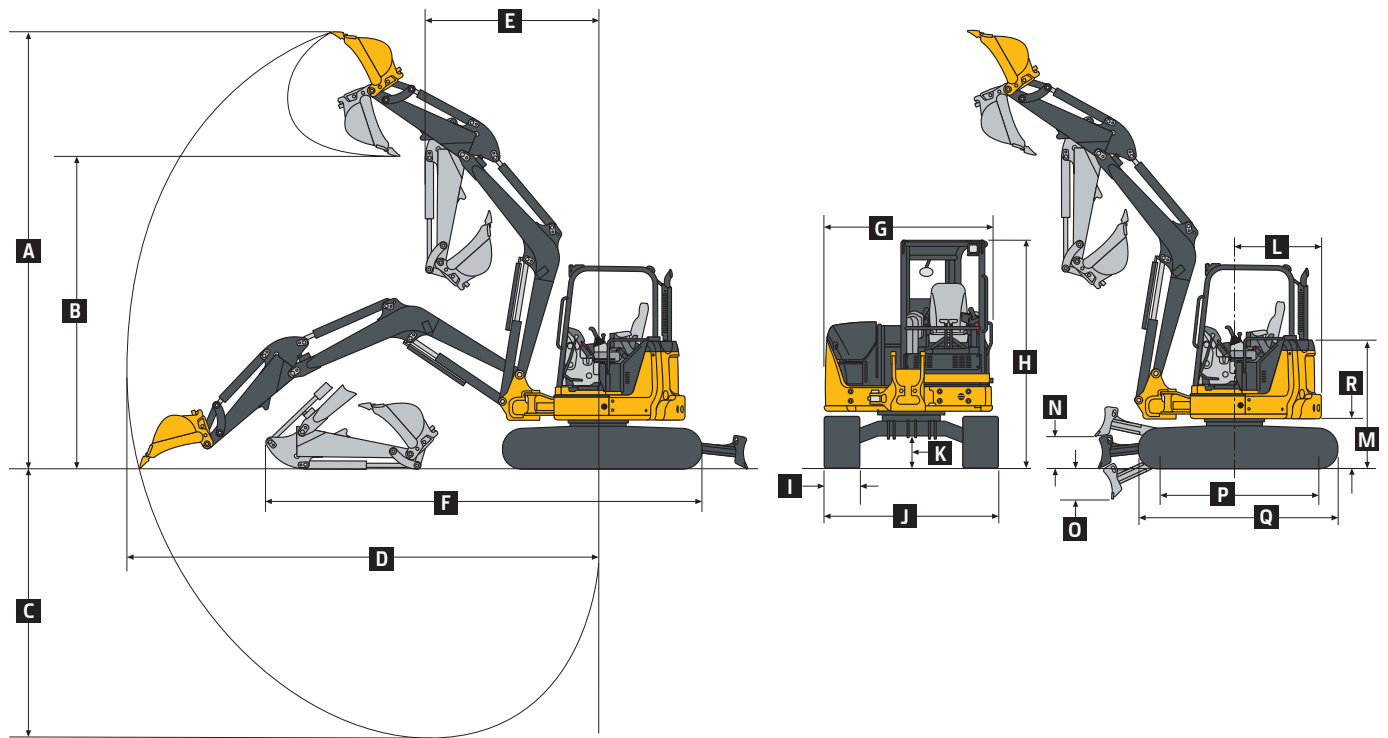
Engine		50G			
Manufacturer and Model	Yanmar 4TNV88C				
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV				
Displacement	2.19 L (134 cu. in.)				
Net Power (ISO 9249)	26.8 kW (35.9 hp) at 2,400 rpm				
Powertrain					
Each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box					
Maximum Travel Speed					
Low	2.5 km/h (1.6 mph)				
High	4.2 km/h (2.6 mph)				
Hydraulics					
Closed-center load sensing with 1 variable-displacement pump					
Pump Flow	120.0 L/m (31.7 gpm)				
Auxiliary Flow	87.4 L/m (23.1 gpm)				
Controls	Hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, blade, travel, and auxiliary functions				
Electrical					
Alternator Rating	55 amp				
Work Lights	2 halogen: 1 mounted on operator's station and 1 mounted on boom				
Undercarriage					
Track, Rubber	400 mm (16 in.)				
Ground Pressure					
	<i>1380-mm (4 ft. 6 in.) Standard Arm, Canopy, and Standard Counterweight</i>	<i>1380-mm (4 ft. 6 in.) Standard Arm, Cab, and Standard Counterweight</i>	<i>1690-mm (5 ft. 7 in.) Long Arm, Canopy, and Extra Counterweight</i>	<i>1690-mm (5 ft. 7 in.) Long Arm, Cab, and Extra Counterweight</i>	
With Rubber Track	26.9 kPa (3.90 psi)	28.3 kPa (4.10 psi)	28.8 kPa (4.17 psi)	29.5 kPa (4.28 psi)	
Upperstructure					
Swing Speed	9.0 rpm				
Independent Swing Boom					
Left	80 deg.				
Right	60 deg.				
Swing Brake	Spring applied, hydraulically released, automatic, disc type				
Serviceability					
Refill Capacities					
Fuel Tank	70 L (18.5 gal.)				
Cooling System	5.0 L (5.3 qt.)				
Engine Oil With Filter	8.6 L (9.1 qt.)				
Hydraulic Tank	56 L (14.8 gal.)				
Operating Weights					
	<i>1380-mm (4 ft. 6 in.) Standard Arm, Canopy, and Standard Counterweight</i>	<i>1380-mm (4 ft. 6 in.) Standard Arm, Cab, and Standard Counterweight</i>	<i>1690-mm (5 ft. 7 in.) Long Arm, Canopy, and Extra Counterweight</i>	<i>1690-mm (5 ft. 7 in.) Long Arm, Cab, and Extra Counterweight</i>	
With 400-mm (16 in.) Rubber Track, Straight Blade, Full Fuel Tank, and 79-kg (175 lb.) Operator	4790 kg (10,560 lb.)	4920 kg (10,847 lb.)	5018 kg (11,063 lb.)	5148 kg (11,349 lb.)	
Optional Angle Blade	409 kg (902 lb.)	409 kg (902 lb.)	409 kg (902 lb.)	409 kg (902 lb.)	
Counterweight					
Standard	700 kg (1,543 lb.)	700 kg (1,543 lb.)	700 kg (1,543 lb.)	700 kg (1,543 lb.)	
Additional	200 kg (441 lb.)	200 kg (441 lb.)	200 kg (441 lb.)	200 kg (441 lb.)	

# 50G SPECIFICATIONS



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Operating Dimensions		50G			
		1380-mm (4 ft. 6 in.) Standard Arm and Canopy	1380-mm (4 ft. 6 in.) Standard Arm and Cab	1690-mm (5 ft. 7 in.) Long Arm and Canopy	1690-mm (5 ft. 7 in.) Long Arm and Cab
<b>A</b>	Maximum Cutting Height	5.75 m (18 ft. 10 in.)	5.75 m (18 ft. 10 in.)	6.00 m (19 ft. 8 in.)	6.00 m (19 ft. 8 in.)
<b>B</b>	Maximum Dumping Height	4.07 m (13 ft. 4 in.)	4.07 m (13 ft. 4 in.)	4.31 m (14 ft. 2 in.)	4.31 m (14 ft. 2 in.)
<b>C</b>	Maximum Digging Depth	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)	3.83 m (12 ft. 7 in.)	3.83 m (12 ft. 7 in.)
<b>D</b>	Maximum Digging Reach	5.96 m (19 ft. 7 in.)	5.96 m (19 ft. 7 in.)	6.26 m (20 ft. 6 in.)	6.26 m (20 ft. 6 in.)
<b>E</b>	Minimum Front Swing Radius	2.21 m (7 ft. 3 in.)	2.21 m (7 ft. 3 in.)	2.30 m (7 ft. 7 in.)	2.30 m (7 ft. 7 in.)
<b>F</b>	Transport Length	5.47 m (17 ft. 11 in.)	5.47 m (17 ft. 11 in.)	5.52 m (18 ft. 1 in.)	5.52 m (18 ft. 1 in.)
Digging Force (ISO)					
	Arm	24.0 kN (5,401 lb.)	24.0 kN (5,401 lb.)	21.0 kN (4,718 lb.)	21.0 kN (4,718 lb.)
	Bucket	36.8 kN (8,267 lb.)	36.8 kN (8,267 lb.)	36.8 kN (8,267 lb.)	36.8 kN (8,267 lb.)



Machine Dimensions				
<b>G</b>	Upperstructure Width	1.85 m (6 ft. 1 in.)	<b>M</b> Engine Cover Height	1.59 m (5 ft. 3 in.)
<b>H</b>	Overall Height		<b>N</b> Maximum Blade Lift Above Ground	460 mm (18 in.)
	Canopy	2.53 m (8 ft. 4 in.)	<b>O</b> Maximum Blade Drop Below Ground	360 mm (14 in.)
	Cab	2.53 m (8 ft. 4 in.)	Blade	
<b>I</b>	Track Width	400 mm (16 in.)	Width	2.00 m (6 ft. 7 in.)
<b>J</b>	Undercarriage Width	2.00 m (6 ft. 7 in.)	Height	375 mm (15 in.)
<b>K</b>	Ground Clearance	340 mm (13 in.)	<b>P</b> Sprocket Center to Idler Center	2.00 m (6 ft. 7 in.)
<b>L</b>	Tail Swing Radius		<b>Q</b> Track Length	2.50 m (8 ft. 2 in.)
	With Standard Arm	1.00 m (39 in.)	<b>R</b> Counterweight Clearance	610 mm (24 in.)
	With Long Arm and Extra Counterweight	1.10 m (43 in.)		

## Lift Capacities

**Boldface type** indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). All lift capacities are based on ISO 10567 (with power boost). Lifting measurement from center of arm to bucket pin; with 400-mm (16 in.) track shoe and blade on ground; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine.

	Canopy and Standard Counterweight		Cab and Standard Counterweight		Canopy and Extra Counterweight		Cab and Extra Counterweight	
	Over Front*	Over Side	Over Front*	Over Side	Over Front*	Over Side	Over Front*	Over Side
<b>Ground Level at 3.05-m (10 ft.) Radius</b>								
1380-mm (4 ft. 6 in.) Standard Arm	<b>2511 kg</b> (5,531 lb.)	1110 kg (2,444 lb.)	<b>2511 kg</b> (5,531 lb.)	1150 kg (2,534 lb.)	<b>2511 kg</b> (5,531 lb.)	1232 kg (2,714 lb.)	<b>2511 kg</b> (5,531 lb.)	1273 kg (2,803 lb.)
1690-mm (5 ft. 7 in.) Long Arm	<b>2477 kg</b> (5,456 lb.)	1088 kg (2,396 lb.)	<b>2477 kg</b> (5,456 lb.)	1129 kg (2,486 lb.)	<b>2477 kg</b> (5,456 lb.)	1210 kg (2,666 lb.)	<b>2477 kg</b> (5,456 lb.)	1251 kg (2,755 lb.)



# 60G SPECIFICATIONS

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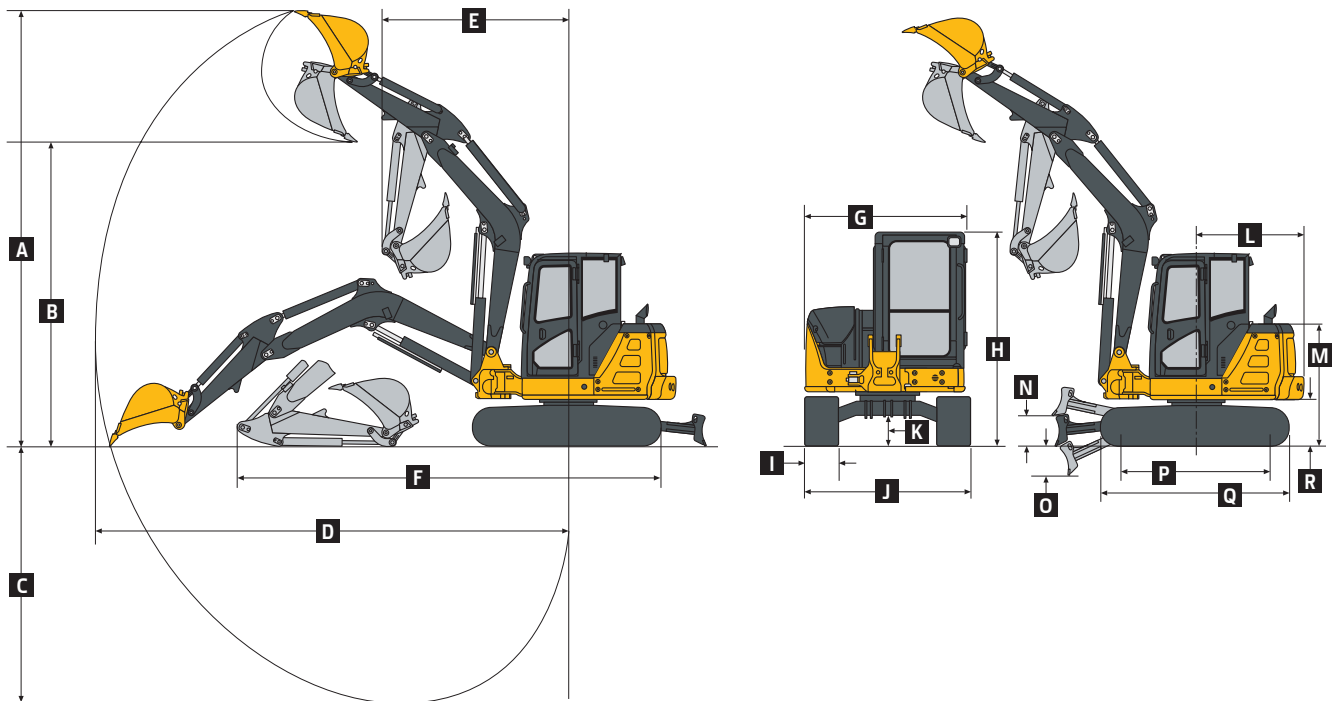
<b>Engine</b>		<b>60G</b>																																																																		
Manufacturer and Model	Yanmar 4TNV98C-WHB																																																																			
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV																																																																			
Displacement	3.32 L (203 cu. in.)																																																																			
Net Rated Power (ISO 9249)	39.6 kW (53 hp) at 2,000 rpm																																																																			
<b>Powertrain</b>		2-speed propel with automatic shift; each track independently driven by hydrostatic axial-piston motor connected to 2-stage planetary gear-reduction box																																																																		
<b>Maximum Travel Speed</b>																																																																				
Slow	2.9 km/h (1.8 mph)																																																																			
Fast	4.8 km/h (3.0 mph)																																																																			
<b>Hydraulics</b>		Open-center, pilot-operated																																																																		
<b>Main Pumps</b>		1 variable-displacement pump																																																																		
Maximum Rated Flow	144 L/m (38.0 gpm)																																																																			
Auxiliary Maximum Rated Flow	91.5 L/m (24.2 gpm)																																																																			
Controls	2 hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, travel, and auxiliary functions																																																																			
<b>Electrical</b>		Alternator Rating: 55 amp																																																																		
Work Lights	2 halogen: 1 mounted on operator's station and 1 mounted on boom																																																																			
<b>Undercarriage</b>		Track Shoe Width, Standard Configuration: 400 mm (16 in.)																																																																		
<b>Ground Pressure</b>		<table border="1"> <thead> <tr> <th></th> <th>1500-mm (4 ft. 11 in.) Standard Arm and Canopy</th> <th>1500-mm (4 ft. 11 in.) Standard Arm and Cab</th> <th>1850-mm (6 ft. 1 in.) Long Arm* and Canopy</th> <th>1850-mm (6 ft. 1 in.) Long Arm* and Cab</th> </tr> </thead> <tbody> <tr> <td>With 400-mm (16 in.) Rubber Track</td> <td>34 kPa (4.9 psi)</td> <td>35 kPa (5.1 psi)</td> <td>36 kPa (5.2 psi)</td> <td>36 kPa (5.2 psi)</td> </tr> </tbody> </table>					1500-mm (4 ft. 11 in.) Standard Arm and Canopy	1500-mm (4 ft. 11 in.) Standard Arm and Cab	1850-mm (6 ft. 1 in.) Long Arm* and Canopy	1850-mm (6 ft. 1 in.) Long Arm* and Cab	With 400-mm (16 in.) Rubber Track	34 kPa (4.9 psi)	35 kPa (5.1 psi)	36 kPa (5.2 psi)	36 kPa (5.2 psi)																																																					
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<b>Upperstructure</b>		Swing Speed, Right/Left: 9.5 rpm																																																																		
<b>Maximum Boom Swing Angle</b>		<table border="1"> <tbody> <tr> <td>Left</td> <td colspan="4">80 deg.</td> </tr> <tr> <td>Right</td> <td colspan="4">60 deg.</td> </tr> </tbody> </table>				Left	80 deg.				Right	60 deg.																																																								
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# 60G SPECIFICATIONS



While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Operating Dimensions		60G	
		1500-mm (4 ft. 11 in.) Standard Arm	1850-mm (6 ft. 1 in.) Long Arm
A	Maximum Cutting Height	5.96 m (19 ft. 7 in.)	6.19 m (20 ft. 4 in.)
B	Maximum Dumping Height	4.17 m (13 ft. 8 in.)	4.41 m (14 ft. 6 in.)
C	Maximum Digging Depth	3.77 m (12 ft. 4 in.)	4.12 m (13 ft. 6 in.)
D	Maximum Digging Reach	6.23 m (20 ft. 5 in.)	6.56 m (21 ft. 6 in.)
E	Minimum Boom Swing Radius	2.45 m (8 ft. 0 in.)	2.54 m (8 ft. 4 in.) with additional counterweight
F	Transport Length	5.76 m (18 ft. 11 in.)	5.79 m (19 ft. 0 in.)
Digging Force (ISO), HCM Bucket (788.1-mm [31 in.] tip radius)			
	Arm	31.1 kN (6,990 lb.)	27.0 kN (6,060 lb.)
	Bucket	41.1 kN (9,240 lb.)	41.1 kN (9,240 lb.)



Machine Dimensions					
G	Upperstructure Width	1.93 m (6 ft. 4 in.)	N	Maximum Blade Lift Above Ground	450 mm (18 in.)
H	Overall Height (canopy or cab)	2.54 m (8 ft. 4 in.)	O	Maximum Blade Drop Below Ground	390 mm (15 in.)
I	Track Width	400 mm (16 in.)	Blade		
J	Undercarriage Width	2.00 m (6 ft. 7 in.)	Width		
K	Ground Clearance	335 mm (13 in.)	Height		
L	Tail Swing Radius		P	Sprocket Center to Idler Center	1.99 m (6 ft. 6 in.)
	With Standard Counterweight	1.30 m (4 ft. 3 in.)	Q	Undercarriage Length	2.50 m (8 ft. 2 in.)
	With Additional Counterweight	1.41 m (4 ft. 8 in.)	R	Counterweight Clearance	620 mm (24 in.)
M	Engine Cover Height	1.60 m (5 ft. 3 in.)			

**Lift Capacities**  
**Boldface type** indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). All lift capacities are based on ISO 10567 (with power boost). Lifting measurement from center of arm to bucket pin; with 400-mm (16 in.) track shoe and blade on ground; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine.

Ground Level at 3.0-m (9 ft. 10 in.) Radius	Rubber Track and Standard Counterweight		Steel Track and Standard Counterweight		Rubber Track and Extra Counterweight		Steel Track and Extra Counterweight	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
1500-mm (4 ft. 11 in.) Standard Arm and Cab	<b>3880 kg</b> (8,550 lb.)	1500 kg (3,310 lb.)	<b>3880 kg</b> (8,550 lb.)	1520 kg (3,350 lb.)	<b>3880 kg</b> (8,550 lb.)	1690 kg (3,730 lb.)	<b>3880 kg</b> (8,550 lb.)	1720 kg (3,790 lb.)
1850-mm (6 ft. 1 in.) Long Arm and Cab	<b>3810 kg</b> (8,400 lb.)	1480 kg (3,260 lb.)	<b>3810 kg</b> (8,400 lb.)	1500 kg (3,310 lb.)	<b>3810 kg</b> (8,400 lb.)	1680 kg (3,700 lb.)	<b>3810 kg</b> (8,400 lb.)	1700 kg (3,750 lb.)
1500-mm (4 ft. 11 in.) Standard Arm and Canopy	<b>3880 kg</b> (8,550 lb.)	1420 kg (3,130 lb.)	<b>3880 kg</b> (8,550 lb.)	1420 kg (3,130 lb.)	<b>3880 kg</b> (8,550 lb.)	1620 kg (3,570 lb.)	<b>3880 kg</b> (8,550 lb.)	1620 kg (3,570 lb.)
1850-mm (6 ft. 1 in.) Long Arm and Canopy	<b>3820 kg</b> (8,420 lb.)	1400 kg (3,090 lb.)	<b>3820 kg</b> (8,420 lb.)	1400 kg (3,090 lb.)	<b>3820 kg</b> (8,420 lb.)	1600 kg (3,530 lb.)	<b>3820 kg</b> (8,420 lb.)	1610 kg (3,550 lb.)

# Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

35G	50G	60G	Engine
●	●	●	Meets EPA Final Tier 4/EU Stage IV emissions
●	●	●	Auto shutdown
●	●	●	Engine coolant to -37 deg. C (-34 deg. F)
●	●	●	Engine preheater
●	●	●	Fan guard
●	●	●	Fuel/water separator
●	●	●	Full-flow oil filter
●	●	●	Isolation mounted
●	●	●	Key start switch with electric fuel shutoff
●	●	●	Single dry-type air filter
<b>Hydraulic System</b>			
●	●	●	Auto-idle
●	●	●	Auxiliary function right-hand pilot-lever control
●	●	●	Auxiliary hydraulic lines with quick-couplers to end of boom
●	●	●	Auxiliary return-flow selector valve
●	●	●	Axial-piston swing motor
●	●	●	Boom-swing foot control
●	●	●	Excavator-to-backhoe control pattern change valve
●			Open center with 2 variable-displacement pumps and 1 fixed-gear pump
	●	●	Closed center load sensing with 1 variable-displacement pump
●	●	●	Hydraulic pilot-operated controls for boom, arm, bucket, swing, boom swing, blade, travel, and auxiliary functions
●	●	●	Wet-disc swing brake
<b>Undercarriage</b>			
●	●	●	Planetary final drive
●	●	●	Propel motor shield
●	●	●	2-speed axial-piston propel motors
●			Rubber track, 300 mm (12 in.)
	●	●	Rubber track, 400 mm (16 in.)

35G	50G	60G	Undercarriage (continued)
▲			Steel track, 300 mm (12 in.) with triple semi-grousers
	▲	▲	Steel track, 400 mm (16 in.) with triple semi-grousers
▲			Rubber crawler pad, 300 mm (12 in.)
	▲	▲	Rubber crawler pad, 400 mm (16 in.)
<b>Upperstructure</b>			
●	●	●	360-deg. rotation
●			Counterweight, 540 kg (1,190 lb.)
	●		Counterweight, 700 kg (1,543 lb.)
		●	Counterweight, 745 kg (1,642 lb.)
●	●	●	Hinged service-access doors
●	●	●	Toolbox
●	●	▲	ROPS/TOPS/FOPS (canopy)
▲	▲	●	ROPS/TOPS/FOPS (cab) with air conditioning and heater
●	●	●	Vandal protection for service doors, fuel cap, and toolbox
●	●		Zero-tail-swing configuration
		●	Reduced-tail-swing configuration
<b>Front Attachments</b>			
●			Arm, 1315 mm (4 ft. 4 in.)
	●		Arm, 1380 mm (4 ft. 6 in.)
		●	Arm, 1500 mm (4 ft. 11 in.)
▲			Long arm, 1715 mm (5 ft. 8 in.), includes additional 240-kg (529 lb.) counterweight
	▲		Long arm, 1690 mm (5 ft. 7 in.), includes additional 200-kg (441 lb.) counterweight
		▲	Long arm, 1850 mm (6 ft. 1 in.), includes additional 270-kg (595 lb.) counterweight
●	●	●	Articulation hose shield
●			Backfill blade, 1.74 m (5 ft. 9 in.)
	●	●	Backfill blade, 2.00 m (6 ft. 7 in.)
▲	▲	▲	Hydraulic angle backfill blade
●			Boom, 2.465 m (8 ft. 1 in.)
	●		Boom, 2.85 m (9 ft. 4.2 in.)
		●	Boom, 2.965 m (9 ft. 9 in.)
●	●	●	Mechanical quick-coupler

35G	50G	60G	Front Attachments (continued)
▲	▲	▲	Augers: Planetary / Chain drive / Bits / Bit adapters
▲	▲	▲	Clamp
▲	▲	▲	Hammers: Points / Tools
▲	▲	▲	Quick-coupler buckets: Bucket teeth / Ditching / Heavy-duty
<b>Operator's Station</b>			
●	●	●	Horn
●	●	●	Hour meter
●	●	●	Instrumentation lights
●	●	●	Mode selectors (illuminated): Power mode (1) / Economy mode (1)
●	●	●	Monitor system: Preheat indicator / Engine oil pressure indicator with alarm / Alternator voltage indicator / Fuel gauge and low-fuel-level indicator / Engine coolant temperature gauge and engine coolant temperature indicator with alarm / Hour meter / Work lights indicator
●	●	●	Motion alarm with cancel switch
●	●	●	Work lights switch
●	●	●	Propel levers and foldable pedals
●	●	●	2 travel speeds with automatic shifting
●	●	●	Seat belt, 51 mm (2 in.), retractable
▲	▲	▲	Seat belt, 76 mm (3 in.), retractable
●	●	▲	Vinyl seat with fore/aft adjustment
▲	▲	●	Suspension seat (cloth)
▲	▲	▲	Front screen
▲	▲	▲	Rear secondary exit kit
<b>Electrical</b>			
●	●	●	12-volt accessory outlet
●	●	●	Alternator, 55 amp
●	●	●	Low-maintenance battery
●	●	●	Blade-type multi-fused circuits
●	●	●	Positive-terminal battery covers
<b>Lights</b>			
●	●	●	Work lights: Halogen / 1 mounted on operator's station / 1 mounted on boom

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions per ISO 9249. These machines are not equipped with spark-arrestor mufflers. Usage in forestry applications is not recommended. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard arms, full fuel tanks, and 79-kg (175 lb.) operators; a 35G canopy unit with 610-mm (24 in.), 0.11-m<sup>3</sup> (4.0 cu. ft.) bucket, 300-mm (12 in.) rubber track, and 540-kg (1,190 lb.) counterweight; a 50G canopy unit with 610-mm (24 in.), 0.16-m<sup>3</sup> (5.7 cu. ft.) bucket, 400-mm (16 in.) rubber track, and 700-kg (1,543 lb.) counterweight; and a 60G cab unit with 0.19-m<sup>3</sup> (6.8 cu. ft.) bucket, 400-mm (16 in.) rubber track, and 745-kg (1,642 lb.) counterweight.







# Cat<sup>®</sup> 305E2 CR

## MINI HYDRAULIC EXCAVATOR

### FEATURES:

The Cat<sup>®</sup> 305E2 CR Mini Hydraulic Excavator delivers high performance, durability and versatility in a compact design to help you work in a variety of applications. The 305E2 CR features the following:

### QUALITY

- The durable hoods and frame and the compact radius design of the 305E2 let you work comfortably and confidently in confined areas.
- The operator environment includes a high quality suspension seat, easy to adjust armrests and 100% pilot controls which offer consistent and long-lasting controllability.

### EFFICIENCY

- High Definition Hydraulic System provides a load sensing and flow sharing capability leading to operational precision, efficient performance and greater controllability.
- Power on Demand provides optimal efficiency and performance the moment you need it. This automatic system ensures fuel efficiency through appropriate engine rating to meet all operational needs as required.

### VERSATILITY

- Broad range of Cat Work Tools make the Cat Mini Excavator a versatile machine able to meet the requirements of any job site.
- Over 200 degrees of bucket rotation provides greater material retention during truck loading and easier flat wall digging without having to reposition the machine.

### PERFORMANCE

- Front shovel bucket orientation provides the operator with more ways to get the job done faster.
- COMPASS Control Panel is a standard feature that allows the operator to easily adjust auxiliary flows to achieve the optimal work tool performance, activate auto idle for improved fuel efficiency and utilize the security system to ensure protection of valuable assets with the simple touch of a button.
- The Site Reference System included in the COMPASS monitor provides output from pitch and roll sensors to aid in grading and level trenching. This impacts accuracy and productivity for job site finishing.

### SERVICEABILITY

- Convenient service and maintenance requirements include ease of access to daily check points, 500 hour engine oil and filter change period, 50 hour grease interval on front implement, S-O-S<sup>SM</sup> oil sampling valve and overall long term durability.

### SAFETY

- All Cat Mini Excavators from 3.5 metric tons to 10 metric tons are ROPS, TOPS and Top Guard Level 1 certified and include the Cat Interlock (hydraulic lockout) System, a certified accumulator which allows for auxiliary pressure to be released, making connecting and disconnecting work tools safer and easier, and a travel alarm. All of these safety features are standard on the E2 model lineup (travel alarm optional in Europe).

## Specifications

### Engine

Engine Model*	Cat C2.4	
<b>Rated Net Power @ 2,200 rpm</b> ISO 9249/EEC 80/1269	30 kW	40.2 hp
<b>Gross Power</b> ISO 14396	31.2 kW	41.8 hp
Bore	87 mm	3.4 in
Stroke	102.4 mm	4 in
Displacement	2.4 L	146 in <sup>3</sup>

\*Meets U.S. EPA Tier 4 Final emission standards for North America, EU Stage V emission standards for Europe and Tier 4 Interim emission standards for all other regions.

### Weights\*

Weight – Canopy, Standard Stick	4975 kg	10,970 lb
Weight – Canopy, Long Stick	5020 kg	11,069 lb
Weight – Cab, Standard Stick	5140 kg	11,334 lb
Weight – Cab, Long Stick	5185 kg	11,443 lb

\*Weight includes counterweight, rubber tracks, bucket, operator, full fuel and auxiliary lines.



# 305E2 CR Mini Hydraulic Excavator

## Swing System

Machine Swing Speed	10 rpm
Boom Swing – Left* (without stop)	80°
Boom Swing – Left* (with stop)	60°
Boom Swing – Right	50°

\*Automatic swing brake, spring applied, hydraulic release.

## Travel System

Travel Speed – High	4.4 km/h	2.7 mph
Travel Speed – Low	2.8 km/h	1.7 mph
Max Traction Force – High Speed	24.1 kN	5,418 lb
Max Traction Force – Low Speed	45.2 kN	10,161 lb
Ground Pressure – Canopy	29.5 kPa	4.3 psi
Ground Pressure – Cab	30.5 kPa	4.4 psi
Gradeability (maximum)	30°	

## Service Refill Capacities

Cooling System	10.5 L	2.8 gal
Engine Oil	9.5 L	2.5 gal
Fuel Tank	63 L	16.6 gal
Hydraulic Tank	68.3 L	18 gal
Hydraulic System	78 L	20.6 gal

## Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow at 2,400 rpm	150 L/min	39.6 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	216 bar	3,132 psi
Maximum Auxiliary Circuit – Primary		
Flow at Pump*	80 L/min	21.1 gal/min
Pressure at Pump*	24 500 kPa	3,553 psi
Maximum Auxiliary Circuit – Secondary		
Flow at Pump*	25 L/min	6.6 gal/min
Pressure at Pump*	24 500 kPa	3,553 psi

\*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.

Digging Force – Stick (standard)	24.7 kN	5,550 lb
Digging Force – Stick (long)	21.3 kN	4,788 lb
Digging Force – Bucket	44.7 kN	10,050 lb

## Blade

Width	1980 mm	78.0 in
Height	375 mm	14.8 in
Dig Depth	555 mm	21.9 in
Lift Height	405 mm	15.9 in

## Cab

Dynamic Operator Sound Pressure Level (ISO 6396:2008)	81 dB(A)
Exterior Sound Power Level (ISO 6395:2008)*	96 dB(A)

\*European Union Directive “2000/14/EC”

## Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2
Tip Over Protective Structure (TOPS)	ISO 12117
Top Guard	ISO 10262 (Level I)

## Operating Specifications

Stick Length – Standard	1350 mm	52 in
Stick Length – Long	1750 mm	67 in

## Undercarriage

Number of Carrier Rollers	1
Number of Track Rollers	4
Track Roller Type	Center Flange

## Lift Capacities at Ground Level\*

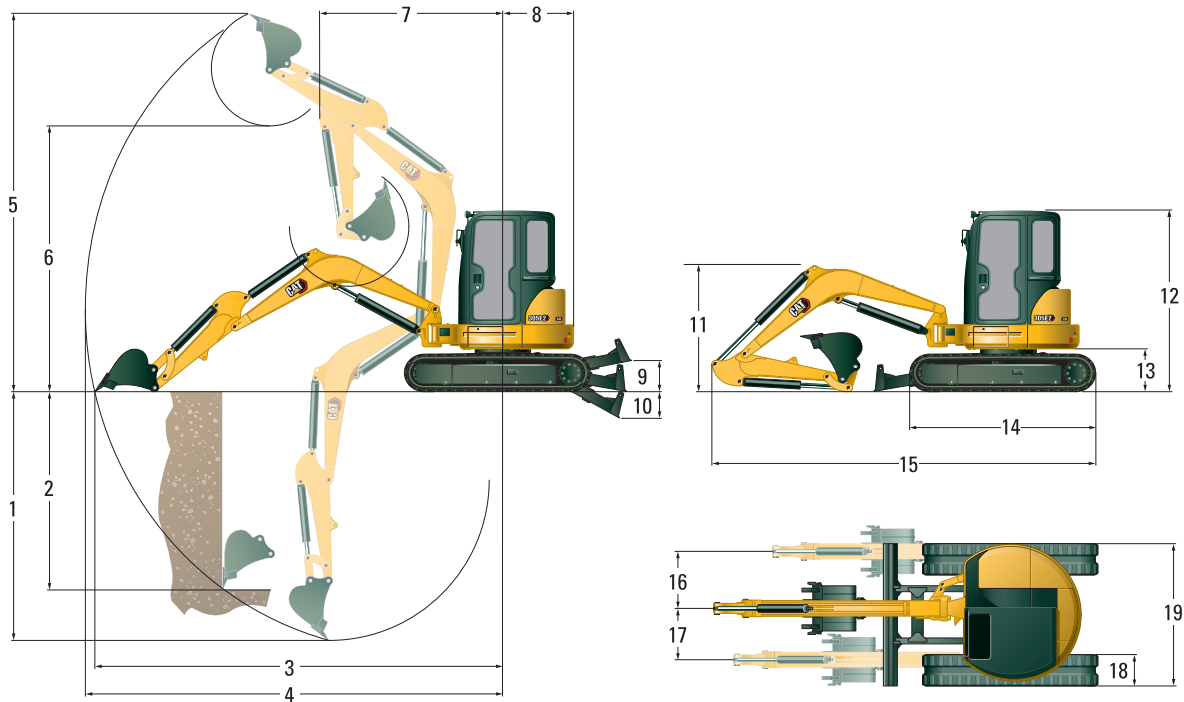
Lift Point Radius		3000 mm (9'8")		4000 mm (13'1")	
		Front	Side	Front	Side
Blade Down	kg	2340	1200	1260	640
	(lb)	(5,159)	(2,646)	(2,778)	(1,411)
Blade Up	kg	1450	1070	760	570
	(lb)	(3,197)	(2,359)	(1,676)	(1,257)

\*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.

## Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg of refrigerant which has a CO<sub>2</sub> equivalent of 1.4 metric tonnes.

# 305E2 CR Mini Hydraulic Excavator



## Dimensions

	Standard Stick		Long Stick	
<b>1</b> Dig Depth	3280 mm	129 in	3670 mm	144 in
<b>2</b> Vertical Wall	2320 mm	91 in	2630 mm	104 in
<b>3</b> Maximum Reach at Ground Level	5330 mm	210 in	5810 mm	229 in
<b>4</b> Maximum Reach	5600 mm	220 in	5960 mm	235 in
<b>5</b> Maximum Dig Height	5250 mm	207 in	5440 mm	214 in
<b>6</b> Maximum Dump Clearance	3720 mm	129 in	3920 mm	154 in
<b>7</b> Boom In Reach	2350 mm	93 in	2530 mm	100 in
<b>8</b> Tail Swing	1100 mm	43 in	1100 mm	43 in
<b>9</b> Maximum Blade Height	405 mm	16 in	405 mm	16 in
<b>10</b> Maximum Blade Depth	555 mm	22 in	555 mm	22 in
<b>11</b> Boom Height in Shipping Position	1750 mm	69 in	2150 mm	85 in
<b>12</b> O/A Shipping Height	2550 mm	100 in	2550 mm	100 in
<b>13</b> Swing Bearing Height	615 mm	24 in	615 mm	24 in
<b>14</b> O/A Undercarriage Length	2580 mm	102 in	2580 mm	102 in
<b>15</b> O/A Shipping Length	5180 mm	204 in	5290 mm	208 in
<b>16</b> Boom Swing Right	785 mm	31 in	785 mm	31 in
<b>17</b> Boom Swing Left	695 mm	27 in	695 mm	27 in
<b>18</b> Track Belt/Shoe Width	400 mm	16 in	400 mm	16 in
<b>19</b> O/A Track Width	1980 mm	78 in	1980 mm	78 in

# 305E2 CR Mini Hydraulic Excavator

## STANDARD EQUIPMENT

### ENGINE

- Cat C2.4 diesel engine (meets U.S. EPA Tier 4 Final emission standards for North America, EU Stage V emission standards for Europe and Tier 4 Interim emission standards for all other regions)
- Automatic engine idle
- Automatic engine shut-off
- Automatic two speed travel
- Diesel Particulate Filter (North America only)
- Diesel Oxidation Catalyst (North America only)
- Fuel and water separator
- Power on demand

### HYDRAULIC SYSTEM

- 1-way and 2-way (combined function)
- Accumulator
- Automatic swing parking brake
- Auxiliary hydraulic lines
- Adjustable auxiliary relief
- Auxiliary line quick disconnects
- Cat interlock system: hydraulic lockout
- Continuous auxiliary flow
- Ecology drain
- Hydraulic oil cooler
- High definition hydraulics
- Load sensing/flow sharing

## OPTIONAL EQUIPMENT

### ENGINE

- Engine block heater

### HYDRAULIC SYSTEM

- Quick coupler lines
- Boom lowering check valve
- Stick lowering check valve
- Secondary auxiliary hydraulic lines

### OPERATOR ENVIRONMENT

- Cab:
  - Air conditioning
  - Heat
  - High back suspension seat
  - Interior light
  - Interlocking front window system
  - Radio
  - Windshield wiper

### OPERATOR ENVIRONMENT

- 100% pilot control ergonomic joysticks
- Adjustable armrests
- COMPASS: complete, operation, maintenance, performance and security system
  - Multiple languages
- Cup holder
- Hydraulic neutral lockout bar
- Literature holder
- Pattern changer (optional in Europe)
- Site reference system: leveling
- Tool storage area
- Travel control pedals with hand levers
- Washable floor mat

### UNDERCARRIAGE

- Dozer blade with float function
- Track, rubber belt, 400 mm (16 in) width
- Tie down eyes on track frame
- Towing eye on base frame

### FRONT LINKAGE

- 200 degree bucket rotation
- Certified lifting eye on bucket linkage (optional in Europe)
- Front shovel capable
- Thumb ready stick

### ELECTRICAL

- 12 volt electrical system
- 60 ampere alternator
- 650 CCA maintenance free battery
- Fuse box
- Ignition key start/stop switch
- Slow blow fuse
- Warning horn

### LIGHTS AND MIRRORS

- Boom light with time delay capability

### SAFETY AND SECURITY

- Anti-theft system (COMPASS)
- Caterpillar Corporate "One Key" System
- Door locks
- Lockable fuel cap
- Retractable seat belt
- Roll Over Protective Structure (ROPS) (ISO 12117-2)
- Tip Over Protective Structure (TOPS) (ISO 12117)
- Top guard – ISO 10262 (Level 1)
- Travel alarm (optional in Europe)

### TECHNOLOGY

- Product Link™

### UNDERCARRIAGE

- Power angle blade
- Track, double grouser (steel), 400 mm (16 in)
- Track, double grouser (steel) with rubber pad, 400 mm (16 in)

### FRONT LINKAGE

- Quick coupler: manual or hydraulic
- Thumb
- Buckets
- Full range of performance matched work tools
  - Auger, hammer, ripper

### LIGHTS AND MIRRORS

- Light, cab with time delay capability
- Mirror, canopy right
- Mirror, canopy left
- Mirror, cab rear

### SAFETY AND SECURITY

- Battery disconnect
- Beacon socket
- Front wire mesh guard
- Rearview camera
- Vandal guard

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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AEHQ7738-02 (06-2020)  
Replaces AEHQ7738-01  
(Global excluding  
China and Japan)





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

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

The 2022 Compensation Board has two vacancies.

I have received two requests for appointments for the next four year term (Jan 1, 2022 - Dec 31, 2025)

1. Eileen Hendricks has submitted interest for another term. She is currently the CFO for the Port of Morrow and has been for almost 24 years. She is a licensed CPA and Municipal Auditor and has 12 years in public practice. She would like to continue to serve on the Compensation Board because she has an interest in helping to maintain fair and equitable pay in Morrow County.

2. Kalie Davis has submitted an appointment request for the next term. Kalie is the Director of Workforce Development at the Port of Morrow. She also serves as the Board Treasurer for Umatilla Morrow County Head Start and is a member of the Eastern Oregon Workforce Board Grant Committee. She would like to serve on the Compensation Board to help ensure Morrow County Elected Officials are compensated fairly for the work that they do.

Both candidates are highly qualified individuals and would be great assets to the Compensation Board.

**2. FISCAL IMPACT:**

N/A

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

Suggested motion to appoint Eileen Hendricks and Kalie Davis to the Compensation Board for a four year term.

Attach additional background documentation as needed.



# HUMAN RESOURCES

P.O. Box 593  
Heppner, Oregon 97836-0412  
(541) 676-5620

Lindsay Grogan  
Director  
lgrogan@co.morrow.or.us

## Compensation Board Appointment Request for Morrow County

Name: Eileen Hendricks

Mailing Address: PO Box 200  
Boardman, OR 97818

Phone: 541-481-7678 work

Email: eileenh@portofmorrow.com

Personnel or Financial Background Requirements:

1. Chief Financial Officer - Port of Morrow 1998 to Present
2. CPA and Licensed Municipal Auditor - Oregon license 6971
3. 12 years in public practice -- Tax, Compilations, Reviews, Audits and Consulting

Why do you wish to serve on the Compensation Board for Morrow County?

I have an interest in helping to maintain fair and equitable pay in Morrow County.

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Signature: Eileen Hendricks Digitally signed by Eileen Hendricks  
Date: 2021.09.29 13:40:28 -07'00'

Date: 9/29/21



# HUMAN RESOURCES

P.O. Box 593  
Heppner, Oregon 97836-0412  
(541) 676-5620

Lindsay Grogan  
Director  
lgrogan@co.morrow.or.us

## Compensation Board Appointment Request for Morrow County

Name: Kalie Davis

Mailing Address: [REDACTED]  
Boardman, OR 97818

Phone: [REDACTED]

Email: kalied@portofmorrow.com

### Personnel or Financial Background Qualifications:

1. Director of Workforce Development, Port of Morrow
2. Board Treasurer, Umatilla Morrow County Head Start
3. Eastern Oregon Workforce Board Grant Committee

Why do you wish to serve on the Compensation Board for Morrow County?

To help ensure Morrow County Elected Officials are compensated fairly for the work  
that they do.

Signature: Kalie Davis

Date: 10/4/2021





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: Jessica Rose, Christy Kenny
Department: LPSCC/Morrow County
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 10/20/21

Funding options--LPSCC Coordinator Position

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: 15 Minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Jessica Rose
Contractor/Entity Address:
Effective Dates - From: October 1, 2021 Through: September 30, 2022
Total Contract Amount: \$25,000 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)

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

Morrow County Local Public Safety Coordinating Council (LPSCC) is a body created by ORS 423.560 and is comprised of members appointed by the Morrow County Board of Commissioners. The statute outlines the membership and the function of the council, including coordinating criminal justice policy and planning.

Jessica Rose has held the part-time position of LPSCC Coordinator from January, 2017-September, 2019 through a Federal Grant and partnership between the Criminal Justice Commission (CJC), Association of Oregon Counties, and several counties including Morrow County. The CJC grant was extended and Jessica remained as the LPSCC Coordinator through September 30, 2021. Those grant dollars are no longer available to fund the position. Morrow County LPSCC voted unanimously in September, 2021 to continue to support the coordinator position and the funding will come from multiple county departments as well as the Morrow County School District. The breakdown of how the current proposed funding is as follows:

Community Corrections P&P, Justice Reinvestment Grant (JRI)	\$ 17,142
Juvenile Department Juvenile Crime Prevention Grant (JCP)	\$ 4,000
District Attorney's Office	\$ 3,858
Total	\$ 25,000

## 2. FISCAL IMPACT:

\$17,142 from Community Corrections # 510-113-5-20-3440

\$4,000 from Juvenile Department # 101-112-5-20-3440

\$3,858 from District Attorney's Office # 101-111-5-20-2130

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

Option 1) Open for discussion if the board has other funding avenues to help support the LPSCC Coordinator position

Option 2) Motion to approve funding as presented and Morrow County Personal/Professional Services Contract LPSCC Services will be placed on next weeks consent calendar agenda for signature.

Option 3) Motion to approve funding as presented and sign Morrow County Personal/Professional Services Contract LPSCC Services.

Attach additional background documentation as needed.

**From:** [Justin Nelson](#)  
**To:** [Christy Kenny](#); [Roberta Lutcher](#); [Kate Knop](#)  
**Subject:** RE: Cover sheet/contract for 10/20 BOC  
**Date:** Monday, October 18, 2021 5:07:48 PM

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I am sorry, still trying to see if/when county counsel needs to be added into this. In the last part I think I said we would most likely just use the same thing we did last time, but I do not recall who drafted the agreement last time- Richard or myself. I would leave it up to the discretion of the LPSCC, Kate, and BoC on if the insurance is required. I would note that the negotiations for the compensation with did not include including insurance coverage, so that may require additional compensation if Jessy wants to do that.

I am not sure if the insurance is needed. This is the same as if the county retains separate legal counsel. Attorneys have to pay into a professional liability fund to be licensed, so Ms. Rose would be covered by that. Do we required our HR attorney to have separate liability insurance with the county named as party?

-Justin

---

**From:** Christy Kenny <[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)>  
**Sent:** Monday, October 18, 2021 3:23 PM  
**To:** Roberta Lutcher <[rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)>; Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>  
**Cc:** Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Subject:** RE: Cover sheet/contract for 10/20 BOC

Hi Justin,  
Could you please provide some direction on this?  
Thank you so much.

**Christy Kenny**  
**Director**  
Morrow County Juvenile Department  
Heppner Office: 541-676-5642  
Cell: 541-371-1693  
Fax: 541-676-9836  
[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)

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**From:** Roberta Lutchter  
**Sent:** Monday, October 18, 2021 3:19 PM  
**To:** Christy Kenny <[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)>; Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>  
**Subject:** RE: Cover sheet/contract for 10/20 BOC

Can you forward this email string to Justin? I didn't include him.

*Roberta Lutchter*  
*Executive Assistant*  
*Morrow County Administration & Board of Commissioners*  
*541-676-5613 (5303)*  
*P.O. Box 788*  
*110 N. Court St.*  
*Heppner, OR 97836*  
*Email: [rlutchter@co.morrow.or.us](mailto:rlutchter@co.morrow.or.us)*



---

**From:** Christy Kenny  
**Sent:** Monday, October 18, 2021 3:08 PM  
**To:** Roberta Lutchter <[rlutchter@co.morrow.or.us](mailto:rlutchter@co.morrow.or.us)>; Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>  
**Subject:** RE: Cover sheet/contract for 10/20 BOC

I was hoping Justin would weigh in on this. I spoke with Jessica Rose who said that Justin drew up this contract last year and that is what she provided again this year. She stated that she recalled the conversation last year about this and not having insurance was because she is not doing the type of work that would require it? I haven't heard back from Justin.

**Christy Kenny**  
**Director**  
Morrow County Juvenile Department  
Heppner Office: 541-676-5642  
Cell: 541-371-1693  
Fax: 541-676-9836  
[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)

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**From:** Roberta Lutchter  
**Sent:** Monday, October 18, 2021 3:04 PM  
**To:** Kate Knop <[kknop@co.morrow.or.us](mailto:kknop@co.morrow.or.us)>  
**Cc:** Christy Kenny <[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)>  
**Subject:** RE: Cover sheet/contract for 10/20 BOC  
**Importance:** High

Hello,  
I'm working on the Agenda Packet. Are there any updates to be submitted?

*Roberta Lutchter*  
*Executive Assistant*  
*Morrow County Administration & Board of Commissioners*  
*541-676-5613 (5303)*  
*P.O. Box 788*  
*110 N. Court St.*  
*Heppner, OR 97836*  
*Email: [rlutchter@co.morrow.or.us](mailto:rlutchter@co.morrow.or.us)*



---

**From:** Kate Knop  
**Sent:** Monday, October 18, 2021 10:40 AM  
**To:** Christy Kenny <[ckenny@co.morrow.or.us](mailto:ckenny@co.morrow.or.us)>; Roberta Lutchter <[rlutchter@co.morrow.or.us](mailto:rlutchter@co.morrow.or.us)>  
**Cc:** Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>  
**Subject:** RE: Cover sheet/contract for 10/20 BOC

Christy,

I have a question regarding Exhibit B. Why is Morrow County not requiring contractor insurance? Am I missing something? If not, I recommend the county requires insurance plus additional insured referenced in number 6.



**Morrow County  
Personal/Professional Services Contract  
LPSCC Services**

This contract is between MORROW COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and Jessica L. Rose, hereinafter called Contractor.

**1.0 Effective Date and Duration**

1.1 This contract shall become effective on October 1, 2021.

1.2 This contract shall expire, unless otherwise terminated or extended, on September 30, 2022.

1.3 Contract termination or expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to any default or defect in performance that has not been cured by the other party.

**2.0 Contract Documents**

This contract includes the attached Exhibit A (Statement of Work), Exhibit B (Required Insurance), and Exhibit C (Independent Contractor Certification Statement), which are by this reference made a part of the contract.

**3.0 Notice**

Except as otherwise expressly provided in this contract, any communications between the parties or notices to be given under this contract shall be given in writing by personal delivery, or mailing the same, postage prepaid, to Contractor and County at the address set forth in this Contract, or to such other address numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

**4.0 Statement of Work**

4.1 Contractor shall perform the statement of work for services for the Local Public Safety Coordinating Council as set out in Exhibit A in accordance with the terms and the conditions of this contract.

4.2 The delivery schedule for the work is identified in Exhibit A.

**5.0 Consideration**

5.1 County agrees to pay Contractor \$2,083.33 per month, beginning on October 1, 2021 and ending on September 30, 2022, unless extended by written agreement by both parties.

5.2 If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

5.3 Contractor shall submit monthly billing for work performed. The billings shall describe work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed and that this contract requires the County to pay. The monthly invoice shall break out hourly by program worked specific when applicable and will be approved by the LPSCC Chair or Vice Chair.

5.4 Contractor shall not be compensated for work performed under this contract by any other Department of Morrow County outside of this contract and contract payment, directly.

5.5 Contractor shall be responsible for all federal or state taxes or retirement pension benefits applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, retirement pension benefits, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

#### 6.0 Independent Contractor

6.1 Contractor shall perform all work as an independent contractor. The County reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, the County may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal for which Contractor currently performs work would prohibit Contractor's Work under this contract.

6.3 Contractor is not an officer, employee, or agent of County as those terms are defined in ORS 30.265.

#### 7.0 Funds Available and Authorized

7.1 The County certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract.

7.2 Contractor understands and agrees that County's payment of amounts under this contract is contingent on County receiving appropriations sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. If funds are not available, the County may terminate this contract as provided in paragraph 13.4.

#### 8.0 Representations and Warranties.

8.1 Contractor represents and warrants to County that:

- (1) Contractor has the power and authority to enter into and perform this contract;
- (2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
- (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

8.2 The warranties set forth in this section are in addition to, and not in lieu of, any other



warranties provided.

## 9.0 Indemnity.

9.1 GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

9.2 INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF PARAGRAPH 11.1, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD COUNTY AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO COUNTY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE COUNTY'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT COUNTY SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

## 10.0 Compliance with Applicable Law

10.1 Contractor shall comply with all federal, state, and local laws and ordinances applicable to this contract.

10.2 Without limiting the generality of paragraph 10.1, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference to the extent that they are applicable to this contract and required by law to be so incorporated.

10.3 County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated into this contract by this reference.

## 11.0 Records

11.1 Contractor shall maintain all financial records relating to this contract in accordance

with generally accepted accounting principles, and any other records pertinent to this contract in such a manner as to clearly document Contractor's performance.

11.2 County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the Contractor that are pertinent to this contract for the purpose of making audit, examination, excerpts and transcript.

11.3 Contractor shall retain and keep accessible all records for such period as required by applicable law following final payment and termination of this contract.

#### 12.0 Ownership of Work Product

All work products of the Contractor that result from this contract, including derivative works and compilations, and whether or not such work product is considered a work made for hire or an employment to invent, are the exclusive property of County. County and Contractor agree that such original works of authorship are "work made for hire" of which County is the author within the meaning of the United States Copyright Act.

#### 13.0 Default and Termination

13.1 Time is of the essence under this contract.

13.2 Default by Contractor.

(1) Contractor shall be in default under this Contract if:

(A) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(B) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified, or so fails to pursue the work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(2) County's Remedies for Contractor's Default. In the event Contractor is in default under this Paragraph 13.2, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(A) Termination of this Contract under Paragraph 13.4;

(B) Withholding all monies due for work and work products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(C) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(D) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may

pursue any remedy or remedies singly, collectively, successively or in any order. If a court determines that Contractor was not in default under this paragraph 13.2, then Contractor shall be entitled to the same remedies as if this contract was terminated pursuant to paragraph 13.4.

### 13.3 Default by County.

(1) County shall be in default under this Contract if:

(A) County fails to pay Contractor any amount pursuant to the terms of this contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(2) Contractor's Remedies for County's Default. In the event County terminates the Contract under paragraph 13.4, or in the event County is in default under this paragraph 13.3 and whether or not Contractor elects to exercise its right to terminate the Contract under paragraph 13.4, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 82.010; and (b) with respect to deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 13.3, Contractor shall pay immediately any excess to County upon written notice sent in accordance with paragraph 3.0.

### 13.4 Termination.

(1) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;

(B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the work or work products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the work or work products under this Contract is prohibited or County is prohibited from paying for such work or work products from the planned funding source.

(2) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

(A) Contractor is in default under paragraph 13.2 because Contractor institutes

or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

- (B) Contractor is in default under paragraph 13.2 because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
- (C) Contractor is in default under paragraph 13.2 because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to County as provided below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

- (A) County is in default under paragraph 13.3 because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (B) County is in default under paragraph 13.3 because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

13.5 Return of Property. Upon termination of this Contract for any reason, Contractor shall immediately deliver to County all of County's property (including any work or work products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

13.6 Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

13.7 In any suit or action of any type arising under this contract, each party shall pay its own attorney fees and costs.

13.8 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

#### 14.0 Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God,

terrorist acts or other acts of political sabotage, and war, which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the contract.

#### 15.0 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

#### 16.0 Assignments and Successor Interests

16.1 Contractor shall not enter into any subcontracts for any work scheduled under this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

16.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

#### 17.0 Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

#### 18.0 Controlling Law/Venue

18.1 The provisions of this contract shall be governed and construed in accordance with the provisions of the law of the State of Oregon.

18.2 Venue for any action or suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Morrow County, Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

#### 19.0 Merger Clause

19.1 This contract and attached exhibits constitutes the entire agreement between the parties.

19.1 No waiver, consent, modification, or change of terms of this contract 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.

19.3 There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

#### 20.0 Contractor Data and Certification

20.1 Contractor Tax Identification Information. Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing): Jessica Rose

Address: General Delivery  
Maupin, OR 97037

Citizenship, if applicable: Non-resident alien  Yes  No

Business Designation (check one):

- Professional Corporation  Partnership  Limited Partnership  Limited Liability Company  Limited Liability Partnership
- Sole Proprietorship  Other

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

20.2. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

- (a) The number shown on this form is Contractor's correct taxpayer identification;
- (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- (c) The person signing this document is authorized to act on behalf of Contractor and has the authority and knowledge regarding Contractor's payment of taxes and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue,;
- (d) Contractor is an independent contractor as defined in ORS 670.600; and
- (e) The supplied Contractor data is true and accurate.

20.3 CONTRACTOR, BY SIGNING THIS CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Contractor:

\_\_\_\_\_  
Jessica Rose

\_\_\_\_\_  
Date

Approved by the County:

MORROW COUNTY

\_\_\_\_\_

\_\_\_\_\_  
Date

**Exhibit A**  
**Personal/Professional Services Contract**

1.0 Statement of Work:

Contractor will provide services for the Morrow County Local Public Safety Coordinating Council (LPSCC) in the form of professional service work and coordination.

Contractor will provide for planning, coordination, and the staffing of LPSCC meetings, committees and working groups. Provide all meeting materials to the LPSCC and public. Prepare reports and follow-up documents as requested of the LPSCC Chair and membership. Manage and facilitate planning and implementation projects for the LPSCC. Provide resource development assistance. Work collaboratively with LPSCC members to coordinate development of a strategic work plan, policies and procedures. Research and analyze critical issues identified by the LPSCC to inform the development of policies, procedures, and materials. Prepare operational and statistical reports to inform LPSCC discussion and decision making. Identify and provide speakers for presentation on key subjects. Obtain, analyze and present data relevant to LPSCC goals. Study and develop methods to coordinate the availability and development of resources, facilities, and services that are required for, or offered by, the CJC and its programs. Monitors grant publications and notifies LPSCC of available funding opportunities. Ensures LPSCC meets all statutory obligations relating to membership, activity and reporting. Assists with development of State grant budgets and proposals such as the biennial Justice Reinvestment Grant program proposal.

2.0 Consideration:

A. Payment not to exceed the sum of \$2,083.33 per month, beginning on October 1, 2021 and ending on September 30, 2022.





**Exhibit C**  
**Independent Contractor Certification Statement\***

Contractor certifies that he is an independent contractor by meeting the following standards:

1. Contractor is licensed under ORS Chapter 701 to provide labor or services for which such registration is required.
2. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. Contractor has the authority to hire and fire employees who perform the labor or services.
4. Contractor represents to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

\_\_\_\_\_ A. The labor or services are primarily carried out at a location separate from my residence, or carried out primarily in a specific portion of the residence, which portion is set aside as the location of the business.

\_\_\_\_\_ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.

\_\_\_\_\_ C. You use a telephone listing and service separate from your personal residence listing and service.

\_\_\_\_\_ D. You perform labor or services only pursuant to written contracts.

\_\_\_\_\_ E. You perform labor or services for two or more different persons within a period of one year.

\_\_\_\_\_ F. You assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bond, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity

\*Corporations are not required to complete this form, but must sign form representing that Contractor is a corporation authorized to do business in the State of Oregon.



# 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: Darrell Green  
 Department: Administration  
 Short Title of Agenda Item:  
(No acronyms please)

Date submitted to reviewers:  
 Requested Agenda Date: 10/20/2021

Intent to Award Tourism Promotion Services

<b>This Item Involves:</b> (Check all that apply for this meeting.)	
<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>10 Minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

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

Reviewed By:

	Department Director	
<small>DATE</small>		Required for all BOC meetings
Darrell Green	10/19/2021 Administrator	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
<small>DATE</small>		

\*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)**

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

On September 15, 2021, Morrow County issued an RFQ for Tourism Promotion Services. The overall scope of work is to; identify tourism opportunities in Morrow County, create a strategic plan, market the tourism assets in Morrow County and collaborate with our local chambers and cultural organizations.

We had one proposal from Karie Walchli.

Commissioner Lindsay, Tamra Mabbott and I reviewed Karie Walchli's proposal and it is our consensus to recommend issuing an Intent to Award to Karie Walchli for the Tourism Promotion Services RFQ.

If the Board of Commissioners approve, we will need to;

- 1) Create a budget
- 2) Negotiate a contract with Karie Walchli and subsequently bring the contract back to the Board for approval.
- 3) Determine who will be the Point of Contact to work with Karie

**2. FISCAL IMPACT:**

Estimated \$50,800 and budget appropriation options:

1. Board discretionary, \$15,000;
2. General fund operating contingency, \$727,416;
3. Community development, \$3,250; or
4. Video Lottery, \$17,865.

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

Motion to grant the Intent to Award for the Tourism Promotion Services to Karie Walchli.

Attach additional background documentation as needed.



## Request for Quotes (RFQ)

### Tourism Promotion Services

#### Calendar of Events

Dates Advertised:	September 15, 2021
Pre-Proposal Conference:	September 23, 2021
Request for Clarification Deadline:	September 28, 2021
Last Day to Protest RFQ Content:	September 29, 2021
<u>Submission Deadline:</u>	October 8, 2021
Interview, if needed:	October 12, 2021
Anticipated Award:	October 13, 2021
Selection Protest Deadline:	October 20, 2021

Hand Deliver or Mail Request for Quotes to:

Morrow County  
110 N. Court St., Rm. 201  
P.O. Box 788  
Heppner, OR 97836  
541-676-2529

Submit three (3) hard copies of Proposal and one (1) digital copy on a USB.  
No facsimile and/or email submission of Request for Quotes will be accepted.

### Introduction:

**Morrow County is issuing this Request for Quotes for Tourism Promotion Services to enhance the current efforts and develop a strategic plan to increase the level of tourism in Morrow County.**

Morrow County is seeking a well-qualified profit or non-profit organization to submit a proposal to provide tourism promotion services for Morrow County. We are looking for an experienced, like-minded firm that will bring creativity, collaborative county-wide efforts, knowledge, extensive resources and entrepreneurial stewardship to this process.

### Background Information:

Nestled in northern Oregon along the Columbia River, Morrow County is a combination of natural agricultural lands, abundant recreational activities, and vast forest, mountain, and river views. Morrow County covers 2,049 square miles of land which encompasses five incorporated cities and six unincorporated communities.

Due to its location adjacent to the Columbia River, Boardman and Irrigon visitors enjoy river views with public access to sandy beaches, large grass parks, walking trails, and water activities with boat access through the Boardman and Irrigon Marinas. Located in Boardman is the SAGE (Sustainable Agriculture and Energy) Center, an interactive visitor and museum center which highlights the sustainability of the agriculture and energy industries. The Center provides hands-on exhibits of technology used by local industries and farmers to demonstrate the process of farm-to-table.

To the south of Boardman in the foothills of the Blue Mountains, the County seat of Heppner offers small town living, affordable housing, a mild climate, and close access to outdoor activities. Locals enjoy recreation all year long, especially during the colder months when cross country skiing, snowshoeing, and snowmobiling are possible. The City's close proximity to the Umatilla National Forest and major Morrow County Parks, allows for activities to extend year-round, including hiking, golfing, fishing, camping, boating and more.

Just 33 miles south of Heppner is Morrow County's Off-Highway Vehicle (OHV) Park, which offers visitors 9,000 acres of recreational wonderland. The Park offers multiple campsite areas, children's playgrounds, vast trails for quads, motorcycles and other off-road vehicles, fishing ponds, hiking trails, a golf area, mud pit, public shower and restroom areas, and on-site Park staff. Other major Morrow County Parks, such as Cutsforth Park and Anson Wright Park, also offer an abundance of RV camping locations, trail systems for hiking and off-roading, and many BBQ and picnic areas.

### **SECTION 1 - SCOPE OF WORK:**

1. Identify tourism opportunities and assets in Morrow County
2. Assist/Direct the destination development process
3. Create a strategic plan for Morrow County tourism
4. Represent Morrow County at local, regional, state and national events
5. Pursue grants and other funding
6. Support various tourism related projects
7. Work collaboratively with local chambers of commerce
8. Create social media and content marketing to promote Morrow County tourism

**SECTION 2 – SCOPE OF SERVICES** – To include, but not be limited to the following:

1. Establish, coordinate, organize and conduct regular meetings with a tourism committee
2. Develop a network of partners, such as the local chambers of commerce
3. Promote Morrow County tourism assets at community forums and economic summits
4. Fulfill requests for information and distribute tourism materials to local, state and federal agencies, and other partners
5. Build, maintain and present an annual budget
6. Present a bi-annual report of activities and accomplishments to the Board of Commissioners
  - a. Analyze and report on economic impact of travel and tourism in Morrow County

**SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA:**

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar public sector tourism programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of managing and staying within pre-determined project budgets, and responsiveness to this RFQ.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm, followed by a question and answer session. Interviews will be approximately 30 minutes for the presentation and 15 minutes for Q&A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest-ranking firm. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm will commence.

The County may request additional information regarding the demonstrated competence and qualifications, and expects to check references. The County expects, but is not bound, to award contract in October 2021.

**3.1 Limitations:**

This RFQ does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firm. The County reserves the right to withdraw this RFQ at any time without prior notice, at the sole discretion of the County.

**SECTION 4 – RFQ REQUIREMENTS:**

1. Cover Letter of the Proposal

A cover letter must be submitted with the proposal and include the company name, company address, and the name, telephone number and email address of the person authorized to represent the firm on all matters related to the RFQ and any contract awarded pursuant to this RFQ.
2. Scope of Work and Services

**Each proposer shall furnish a narrative of how the organization will provide the Scope of Work and Scope of Services stated in Sections 1 and 2.**

3. Proposer Background and Resources

**Each proposer shall furnish a narrative supported by relevant data regarding past experience with** similar projects, including names and contact information of organizations and persons with whom the proposer has entered into agreements and employment for similar services, within the past five years. The results of those contacts will be considered by the County in its evaluation of proposer's RFQ.

4. Projected Costs and Proposed Services

**Itemize the annual projected costs of providing the Scope of Work and Services above in Sections 1 and 2.** Provide a narrative on how you stay within your projected budgets.

**4.1 RFQ Size and Format**

Proposals shall be bound in a booklet or binder and shall not exceed 10 pages (8.5" by 11"), not including a cover letter, section dividers, and resumes of key staff. It is not necessary to provide a company brochure or other marketing material. Three (3) hard copies and one (1) digital copy on a flash drive of the submittal shall be provided for use by the County. Proposals must be submitted by the date and time indicated below. Proposals not submitted by that time will be returned unopened. Proposals shall not be valid unless sealed in a single envelope or box marked:

"Tourism Promotion Services"

and addressed to:

Morrow County  
Attn: Darrell Green  
110 N. Court St., Rm. 201  
P.O. Box 788  
Heppner, OR 97836

**4.2 Submission Due Date:**

Proposals are due no later than October 8, 2021 at 4:00 p.m. Facsimile and electronic submissions will not be considered.

**4.3 Clarifications:**

Refer all inquiries concerning this RFQ to:

Darrell Green, County Administrator  
P.O. Box 788  
Heppner, OR 97836  
(541) 676-2529  
[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)

A review team comprised of County Commissioner, County Administrator, Staff Member and possible community members will evaluate each firm's submission based upon the criteria stated in this Request for Quotes and the ability to execute the services. Following the evaluation process, the team will then select the firm that the County considers most qualified.

The successful Proposer will be requested to enter into a contract substantially similar to the Services Contract, Attachment A. The County reserves the right to negotiate modifications of Proposals and subsequent Morrow County Services Contract that it deems acceptable. The County reserves the right to terminate negotiations in the event it deems the progress toward a contract to be insufficient. Firms will be evaluated in accordance with the criteria listed below. All criteria will be graded on a point scale as listed below, with eight being the lowest score possible score.

**Category Rating**

1. Proposer Qualifications, experience and demonstrated ability, including references and contact information with current or previous contracting parties	1 - 10
2. Quality and responsiveness of proposal to the Scope of Work and Services detailed in RFQ	1 - 10
3. Costs	1 - 10
4. Geographic preference, in this order: Morrow/Gilliam/ Umatilla County, State of Oregon, Tri-State Area (Oregon, Washington or Idaho)	1 - 10
5. Met ALL Proposal Requirements in RFQ	1 - 10
<b>TOTAL SCALE SCORE</b>	<b>8 - 50</b>

**Reservations:**

The County reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the County. The County reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFQ as best serves the needs of the County. The County may cancel the procurement or reject any or all proposals in accordance with ORS 279B.120.

**Designated Contact:**

The awarded firm shall appoint a person to act as a primary contact with the County. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the Contract.

**Insurance Requirements:**

Include Proof of Insurance furnished by the applicant's carrier to guarantee the applicant is insured. The awarded applicant must file with the County, certificates of insurance prior to commencement of work evidencing the County as a certificate holder as additionally insured with the following minimum coverage:

**Liability Insurance:** The party submitting an RFQ, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.



Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, \$2,000,000 Comprehensive General Liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after the Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project, a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

**Indemnification:**

The Proposer shall defend, indemnify, save and hold the County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFQ, or a subsequent purchase order or contract entered into by County and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFQ or a purchase order or contract arising out of this RFQ. In addition, the Proposer shall, at its expense, secure and provide to the County, prior to beginning performance under a contract, all insurance coverage as required in this RFQ.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

**Assurances:**

The Proposer shall provide a statement of assurance (Attachment E) that the firm is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Oregon and ordinances and regulations of the County will apply.

**Deviations from Specifications:**

Proposers shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the County.

**No Collusion:**

By offering a submission to this RFQ, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

**Submittal Withdrawal:**

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the County, if all of the following are established:

1. That the Proposer acted in good faith in submitting the submittal
2. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer
3. That the error was not the result of gross negligence or willful inattention on the part of the Proposer
4. That the error was discovered and communicated to the County within 24 hours of submittal opening, along with a request for permission to withdraw the submittal
5. The Proposer submits documentation and an explanation of how the error was made

**Protest Procedure:**

1. All proposals will become part of the public record for this Project, without obligation to the County. The County reserves the right to reject any or all proposals received as a result of this RFQ and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Proposers will be held to the terms submitted in their proposals.
2. Requests for changes or clarifications of the Request for Quotes shall be delivered in writing by 2:00 p.m. on September 28, 2021. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Quotes, shall be delivered in writing by 2:00 p.m. on September 29, 2021, as stated in the Calendar of Events and to the Contact Person. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone, facsimile, or email protests or requests will be accepted. The County will consider all protests and requested changes and, if appropriate, amend the RFQ. Only amendments issued in writing by the County will change the requirements, specifications, or provisions of this RFQ.
3. Any Proposer responding to the RFQ claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 4:00 p.m. on October 20, 2021 as stated in the Schedule set forth in the Calendar of Events. No oral

telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.

4. In order to be considered, a protest shall be in writing and shall include:
  - a. The name and address of the aggrieved person
  - b. The contract title under which the protest is submitted
  - c. A detailed description of the specific grounds for protest and any supporting documentation
  - d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest
  - e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, 110 N. Court St., Heppner, OR 97836; and
  - f. The label "Protest"
5. Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties.
6. The County's decision may be appealed to the Board of Commissioners by written notice together with all supportive evidence, received at the address – Morrow County, P.O. Box 788, Heppner, OR 97836, not more than two (2) working days after receipt of the decision. The decision of the Board of Commissioners shall be final and conclusive.
7. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the County's final decision.
8. The County shall retain this RFQ and one copy of each original response received from all responding Proposers, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after proposer selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

- a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemptions from disclosure apply only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.
- b. In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive.

A scenic landscape of rolling hills under a cloudy sky. In the foreground, a paved road with a yellow double line runs through the center. Two cyclists are riding away from the viewer on the right side of the road. The hills are covered in dry, golden-brown grass. The sky is filled with large, white, fluffy clouds, and the overall lighting suggests a bright, sunny day.

# Morrow County Tourism Promotion Services

PROPOSAL

KARIE WALCHLI

Karie L Walchli  
PO BOX 1317  
Hermiston, OR 97838

541.561.6207  
kariewalchli@gmail.com

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October 7, 2021

Morrow County  
Attn: Darrell Green  
110 N. Court St., Rm. 201  
P.O. Box 788  
Heppner, OR 97836

Re: Proposal for Morrow County Tourism Promotion Services

Dear Mr. Green, Commissioners D. Russell, J. Doherty and M. Lindsay, and proposal committee,

Please see attached my proposal and letters of recommendation which highlight the skills and abilities that will enable me to contribute to the development and growth of tourism in the Morrow County area.

Currently I am and have been contracted with Umatilla County as the Tourism Coordinator for over 13 years and have been assisting with various regional tourism development projects throughout that time. I believe that the skills and experiences I have gained from this position make me an ideal candidate to fulfil the proposal for Morrow County. As tourism coordinator I have developed a network of partners and contacts in the industry on a local, regional, state and federal level. I have worked to assist communities, events, attractions, and producers in promoting and developing tourism, contributing to the economic impact of the area.

Being a long-time Eastern Oregon resident, I have a strong understanding of the rural elements and natural resources within the area of interest for this proposal. I am passionate about educating and building the awareness of the impact that tourism can have on a local economy. I know the importance of formulating and implementing programs, projects, and partnerships within the county to benefit not only the visitor, but the communities and the people that live and work there.

I believe my knowledge of the travel and tourism industry, organizational and communication skills, along with the ability to develop and maintain positive relationships with a diversity of people will be an asset for this position. I enjoy the challenges and responsibility involved in my work and I am always eager to learn more.

Thank you for taking the time to review my proposal. I look forward to meeting with you and discussing my qualifications in more detail.

Sincerely  
Karie L. Walchli

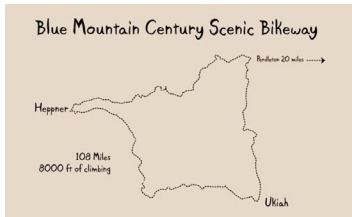
# Scope of Work

Section 1	Narrative
Identify tourism opportunities and assets in Morrow County	Form a Destination Development task force with community members and those involved in the hospitality sector. Schedule community meetings to get the intake from those who will benefit and be affected by an increase in tourism. This will be a committee/board led development plan, approved by the county commissioners.
Assist/Direct the destination development process	Direct and facilitate the destination development assessment from community meetings and industry leaders, this will provide insights to the state of tourism in Morrow County. Crucial to formulating and Implementing a strategic plan for building the tourism product for Morrow County.
Create a strategic plan for Morrow County tourism	The destination development process will help uncover opportunities and challenges for destination marketing and product development. Designing and Implementing a one, three, five and ten year plan will help to keep the momentum and sustainability of a strategic plan for the Morrow County tourism product.
Represent Morrow County at local, regional, state and national events	Whether online or in person, meetings to attend will be with EOVA, Travel Oregon, Regional Agritourism Task Force, Travel Oregon Agritourism Council, Oregon Destination Marketing, Oregon Travel & Tour Alliance, Community and Commissioner meetings when needed, liaison meetings with county and various other meetings that will occur during the development of a county tourism initiative.
Pursue grants and other funding	Garnering relationships with other tourism related businesses to help co-op, network and promote the BIG picture of tourism in Morrow County. Utilizing funds in budget, and elsewhere (ie: co-op marketing opportunities) to help with cash match when applying for grants.
Support various tourism related projects	From the Columbia River to the farmlands and ranches, up through and into the Blue Mountains with rural communities sprinkled throughout, a diverse landscape of tourism opportunities is present. The potential to develop new events and expand on events and attractions that already exist, paired with the desire to create a larger draw to the area is of great economic impact to those who live and work in Morrow County. The need to promote a safe, healthy and positive experience is tangible!
Work collaboratively with local chambers of commerce	Partnerships and Networking are vital to creating a sustainable tourism product. It is imperative that the local chambers are involved in the tourism board. They are the front line to most visitors seeking information. My job is to create a cohesive working relationship not only with chamber representatives but all those within the tourism industry aspect.
Create social media and content marketing to promote Morrow County tourism	<p>It will take time to acquire assets for marketing purposes due to seasonal changes and the need to have the best overall aspects portrayed for the tourism product in Morrow County. The need of an online presence of social media to start building the awareness of places to experience in Morrow County should begin at the launch of the tourism development initiative (contract signing). Gathering pictures and info will help jump start a social media presence before new assets can be obtained. Help form the county would be appreciated. Along with that, creating a landing spot in the form of a website for the visitor follow through is crucial. (see Part 4, Branding grey line)</p> <p>There is an existing domain name of Morrowcountytourism.net which will expire April 29, 2023. The site exists in domain name only. There is no hosting platform or content. Morrow County Tourism exists on Facebook, but there is minimal activity. Only four posts for the 2021 year. Prior to that there was a posting from August 2020. There looks to be no presence on Instagram or twitter. A calendar will be created to implement on events, attractions and experiences along with places to eat, stay and play that align with the strategic plan and marketing plan to be utilized on social media, website content, and publicized on regional and statewide platforms.</p>

# Scope of Services

Section 2	Narrative
Establish, coordinate, organize and conduct regular meetings with a tourism committee	Starting with the destination development process, community meetings will be conducted with those who are tourism industry related, or even just have an interest to participate. A committee / board will be formed to develop a strategic plan and implement a marketing platform/campaign.
Develop a network of partners, such as the local chambers of commerce	It is crucial that those businesses that have a link into the hospitality industry and that are the front door to visitors need to be a part of the development and continuation of sustainable tourism in Morrow County. Their input is vital and will be sought out.
Promote Morrow County tourism assets at community forums and economic summits	Reports will be generated, and presentations formulated to showcase the impact that tourism has had and will have in all aspects of tourism in Morrow County. Attractions, Events, Producers in all levels that match the regional and statewide initiatives for comparisons.
Fulfill requests for information and distribute tourism materials to local, state and federal agencies, and other partners	A crucial part of developing a tourism product is the distribution of information to the vast network of industry partners locally, regionally, statewide, and nationally. Daily emails, newsletters, printed material, OTIS implementation, and social media interaction are all important to establish a presence within the sight of the visitor. This is a daily part of the contract.
Build, maintain and present an annual budget	An annual budget will be constructed and once approved by the county liaison or commissioners will be implemented.
Present a bi-annual report of activities and accomplishments to the Board of Commissioners a. Analyze and report on economic impact of travel and tourism in Morrow County	A report in the form of a presentation (to help answer and questions) will provide the impact that tourism is having on the county, the regional aspect and the statewide as well, as efforts grow to rebuild sustainable travel and tourism in a post COVID environment and what that looks like for Morrow County.





# Rural Tourism Development

Many points of crossover marketing between Morrow and Umatilla County

- The ardent traveler does not know a state or county line when out experiencing what the local landscape has to offer. This visitor not only gets to pursue their desire to explore the outdoors, taste the delightful cuisine and award-winning libations but perhaps they get to take a moment and immerse themselves in the rich history and rural culture.

- The River to Hills Farm Trail encompasses parts of Morrow and Umatilla county, offering up a proud rural atmosphere along the self guided farm trail. A six-year **Agritourism** development project, many forms of marketing have been implemented to showcase the “flavor” of the area. Brochures, signage, video’s and banner ads all showcased the trails on local, regional and state marketing platforms.

- Morrow and Umatilla counties are rich with natural resource-based tourism. **Outdoor** enthusiast get to experience the vast and contrasting topography as they cycle the Blue Mountain Century Scenic Bikeway, traverse along hiking trails, golf or enjoy water sports just to name a few.

- Communities are generations deep with **historic and cultural** pride and enjoy sharing their stories when encountering visitors. This welcoming outreach guarantees a good review to other potential travelers and that visitor to return again, thus positively effecting the local economy.

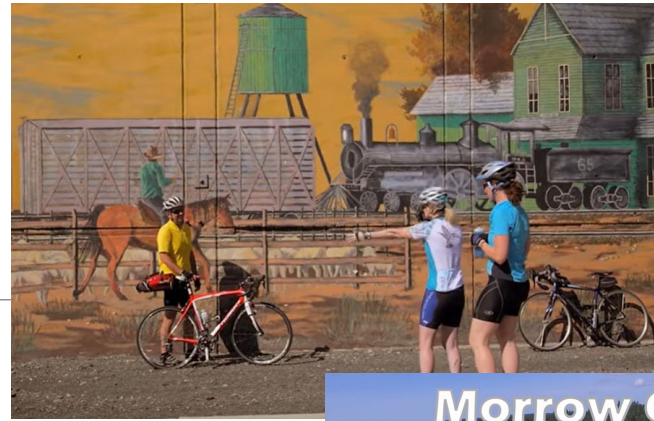
- Target market strategies in each of these **categories**, were designed for various marketing campaigns and implemented on all media variations (print, online ads, social media, tv spots) with analytics monitored to justify or alter desired target market.



# Rural Tourism Development

## Developing key points of uniqueness

Morrow and Umatilla Counties are part of what is recognized as Oregon's Rugged Country. One of four regions within the 11county territory of the Eastern Oregon Visitors Association. The EOVA visitors guide showcases each location in a yearly visitor's guide. The distribution of this publication is 100,000 copies and is located at local chambers, convention & visitor bureaus, welcome centers, hotels, businesses and is sent out as a main fulfillment piece by the local Destination Marketing Organizations (DMO's) and the Regional Destination Marketing Organization (RDMO) of EOVA and through Travel Oregon.



Tapping into what is unique to and of Morrow County through the destination development process and creating a Morrow County signature brand is a key proponent to building a sustainable tourism product. Building a strategic plan and marketing plan that align with the regional and statewide initiatives allows for a more cohesive blend in partnerships and co-op opportunities. Morrow County encompasses a plethora of opportunities to expand on and build as a tourism destination!

# Projected Costs and Proposed Services

## Part 1 Budget Considerations

Item	Monthly	Yearly	Explanation	Narrative
Contract	2500.00	30,000.00	@20 hours per week	Instead of payment by project, I propose a monthly billing system. That holds accountable the contractee (myself) to a monthly check-in/liaison meeting with county as development is occurring. This is a project starting from ground level and building which will take time to acquire seasonal assets, develop branding, a strategic plan, and a marketing regime.
Reimbursements (fluctuates monthly)	400.00	4800.00	Mileage	Monthly reimbursements for travel related to business for the development of tourism in Morrow County. If this section is not being utilized, it can be transferred over to another category where deemed needed.

Staying within the projected budget will be a month-to-month evaluation and will be part of the monthly liaison meetings with county. Consideration of any and all marketing opportunities that come about will be discussed prior to implementation.

Website design (Part2, light gray) will be a separate discussion upon contract.

Once a contract is awarded, a suggested, more specific timeline of development will be constructed.

Outside expenses such as marketing (Part2), some industry & public relations (Part3) and memberships (Part 4) costs will be facilitated by me but billed directly to County. This aspect is up for discussion upon contract.

- Part 1 - Budget Considerations
- Part 2 - Brand Development, Marketing & Fulfillment
- Part 3 - Industry & Public Relations
- Part 4 - Membership Dues

## Part 2 Brand Development, Marketing & Marketing & Fulfillment

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Item	Yearly	Explanation	Narrative
Brand Development, Marketing & Fulfillment	5000.00 +/-	<u>Developing</u> Marketable Assets	Working in conjunction with a media firm to help develop assets showcasing the tourism attributes of Morrow County. These will include still shots, video footage, banner ads to be used within the Morrow County marketing scope of website, social media, print, Travel Oregon's OTIS (Oregon's Tourism Information System) and Eastern Oregon Visitors Association, etc.) Marketing initiatives will most likely align with the regional and state pillars of 1. Agritourism 2. History & Culture 3.Outdoors. But through the destination development process, more areas could be categorized for Morrow County.
	5000.00 +/-	<u>Marketing</u> Website Development	It is important to have an online presence to drive potential visitors to. An all-inclusive site to be a landing spot for all things tourism (promoted in marketing campaigns, print material) in Morrow County. Can be built by myself or contracted out. Either way, a landing spot for comprehensive information for the visitor is needed.  This would be a separate contract unless written into the tourism services contract. Possibility of adding it into the negotiated contract. Up for discussion.
	4500.00	<u>Fulfillment/Marketing</u> EOVA Visitor Guide	Along with showcasing the county and its tourism aspects, event calendar and such, a portion of investment with the EOVA visitor guide is to help buy down the cost of the ads for local businesses involved in some way with tourism. This gives the county credibility in the eyes of the business that this publication is supported as a fulfillment piece for the county tourism initiative.
	4000.00 +/-	<u>Fulfillment/Marketing</u> Online Sponsored ads (EOVA & Travel Oregon websites), Social Media Ads	Once assets are developed, marketing dollars can be used as a match for grants to help expand the range of viewership for developed assets. Analytics can be assessed and will help determine justification of the target market.  It would more than likely be late tourism season of 2022 before a launch of assets are possible. That being due to the seasonal aspect. The best picture of Morrow County will want to be portrayed. It will take a season to gather visual assets to use. This cost may not be necessary for the first year and has not been added to the contract cost.

Part 3  
 Industry &  
 Public  
 Relations

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Item	Yearly	Explanation	Narrative
Industry & Public Relations	2500.00	AOC "Taste of" evening, Conference booths, misc. handouts at conferences,	Developing a showcase of local cuisine and libations at the state Association of Counties "Taste of" evening. This recognizes those value-added agriculturally based businesses on the River to Hills Farm Trail within Morrow County. Having a presence at other conferences once the tourism product for Morrow County is launched.
	2000.00	Industry conferences registration, hotel, etc.	Travel Oregon's Governors Conference on Tourism, Oregon Tour & Travel Alliance, Oregon Destination Marketing, Regional meetings.

Part 4  
Membership  
Dues

Item	Yearly	Explanation	Narrative
Membership Dues	EOVA 2000.00	Eastern Oregon Visitors Assoc. Regional Destination Marketing Organization	A yearly membership fee. This allows a vote in the development aspects of the Regional Destination Marketing Organization (EOVA) program.
	OTTA 250.00 (can be considered after assets are developed and a marketing initiative developed)	Oregon Tour & Travel Alliance (OTTA)	Works in partnership with Travel Oregon to increase packaged travel to Oregon. A leader in providing opportunities and education for its members. Oregon Tour and Travel Alliance (OTTA) in cooperation with statewide partners, works to increase domestic and international packaged travel throughout Oregon.
	ODA 650.00 (can be considered after assets are developed and a marketing initiative developed)	Oregon Destination Association	The Oregon Destination Association (ODA) is a statewide network of regional and local Destination Marketing and Management Organizations (DMO) directors who share a common interest in the vision and vitality of Oregon's travel industry. ODA's members are the direct link between tourism-related businesses and services, and other entities such as Travel Oregon and the Oregon Restaurant & Lodging Association. As such, ODA is a leading statewide voice of the tourism industry.
	\$50,800.00	Contract awarded	Negotiations on a website development to be a separate discussion.
	\$60,700.00	for future reference	

In order to be transparent and have the County fully aware of valuable aspects of being involved in the tourism industry there are some areas that will need to be addressed as the tourism product is developed. A number of these items are not necessarily ready for implementation at the start of the contract. For instance, OTTA and ODM memberships (Part 4 gray areas) should wait while brand development, asset accumulation and strategic plan are in the development stage. The areas highlighted in gray are for your knowledge of future development, outreach, and implementation as directed by the tourism board.

# Karie L. Walchli

PO BOX 1317  
Hermiston, OR 97838

541.561.6207  
kariewalchli@gmail.com

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## Objective

To sustain a continued position in tourism and economic development of the region. To be a fundamental part of building a productive relationship to further Morrow County's assets, opportunities, and goals.

## Relevant Experience

Comfortable initiating and building rapport with industry individuals and organizations. Excellent research and writing capabilities. Articulate ideas clearly and concisely. Good understanding of marketing and development concepts and can provide purposeful work to convey the intended strategy. Ability to organize work and ideas into functional activities and to manage and prioritize multiple tasks.

### Umatilla County Tourism Coordinator

contract  
June 2008 to Current

Gail Nelson  
Economic Development &  
Tourism  
541-278-6283

- Coordinate, organize and conduct quarterly meetings with tourism board. Create and distribute agendas and minutes, track and follow up on action items, compile and distribute information packets and reports.
- Fulfill requests for information and distribute materials to local, state, and federal agencies, external agency partners and others
- Board member of Travel Oregon's Agri-Tourism statewide initiative for the development of state food and farm trails. Working goals for creating a positive and sustainable economic impact for those businesses involved.
- Board Chair of Oregon's Rugged Country (Umatilla & Morrow Counties) Agritourism Development. Building sustainable farm loops that have a positive economic impact on the businesses participating.
- Active representative of UCT as a current board member of EOVA.
- Committee member on the Eastern Oregon Visitors Association Marketing platform.
- Board member of Harris Park
- Research, constructed, present and maintain a yearly tourism budget.
- Read, analyze, and report on lodging properties, and local and statewide studies of the economic impact on travel and tourism in Umatilla County.
- Attend regional and statewide tourism meetings. Prepare and attend conferences, conventions, trade shows and events representing Umatilla County's travel and tourism assets and opportunities.
- Organized eight years of county presence at the Oregon State Fair with Oregon State Parks officials and participating county partners. Including design and layout of premises, schedule of events, logistics and lodging for 10 days of county presentations.
- Keep informed of the travel and tourism industry updates and standards through legislation on a regional, state, and national level.
- Researched, applied, and conducted projects for grants. Direct grant information to possible interested parties.
- Developed fulfillment material of Umatilla County's travel and tourism assets.
- Gathered information and built Inventory of county community's events, attractions, producers, and places to eat stay and play for submission to media outlets and digital data base systems for OTIS (Oregon Tourism Information System). This is a continually updated list.
- Write script for publications on county's tourism assets. Work with various media publications for building and promoting the awareness of Umatilla County and its travel and tourism partners and assets in print publications, social media and industry opportunities as outlined by a media plan.
- Keep public up to date on social media avenues with events and attractions of Umatilla County.
- Collaborate with local partners in organizing connections for FAM (familiarization) tours for industry writers and tour operators.

- Present power point reports on the tourism industry concerning Umatilla County tourism assets and its economic impact to community forums, economic development summits and radio programs.
- Developed a network of partners and maintain relationships with community leaders, chamber directors, event and attraction directors, forestry public affairs officers, destination marketing representatives, tribal representatives, regional and state tourism directors for a cohesive and proficient awareness of travel and tourism.
- Coordinate a “Taste of Umatilla County” for the Oregon Association of Counties each year in Eugene each year that showcase the cuisine and libations partners that are featured on our two self-guided farm trail tours. River to Hills Farm Trail (that also encompasses parts of Morrow County) and Whisky & Rocks Farm Trails.
- Developed visual assets with media company (video’s, still pics, banner ads) to be implemented in a marketing campaign showcasing the county highlights of opportunities within the agritourism, history & culture and outdoors themes that align with regional and state initiatives.
- Followed and reported the online analytics to justify or change up the target media market.

**Port of Umatilla**  
contract  
June 2017 – August 2018

Kim Puzy  
Port Director  
541-922-3224

- Attended commission meeting, garnered information, and assets to implement and develop website for the Port of Morrow. Kept monthly updates fluid.



Eastern  Oregon  
Business Source

October 6, 2021

Morrow County

Attn: Darrell Green

110 North Court Street Room 201

Heppner, OR 97836

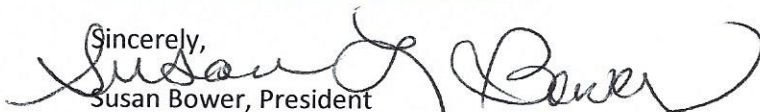
Dear Darrell,

This letter is to highly recommend Kari Walchli for the Morrow County tourism development opportunity with Morrow County. I have known Kari for over a decade and have had the pleasure of working directly with her for five years. Kari has provided tourism development services for Umatilla County for over a decade and my economic development work required Kari and I work together.

Kari is an ideal candidate for a position involving tourism development. Kari is a marketing expert, she knows the area, she has a tremendous network, and she is known around the state. Kari's quality of work is outstanding, her professionalism is ideal, and her dependability and reliability is outstanding. Kari is the one responsible for Umatilla County's tourism ads, newsletter, tourism events, fair and related representation, and she is the developer of the Farm Loops tours which creatively engage tourists to travel throughout Umatilla County to experience fresh produce, wineries, and brew pubs, to name just a few highlights.

Hiring Kari for Morrow County tourism development will allow you to have someone literally hit the ground running. Because of her experience with Umatilla County, doing similar work for Morrow County makes sense. Tourism is a regional effort and having one person with a multi-county focus is an excellent idea that will undoubtedly yield positive results. I could even imagine a position created and funded by both counties that would specifically focus on regional tourism development. What an excellent example of collaboration and maximization of resources that could be.

I would hire Kari without hesitation and would give her the reigns to do her best work. If I can answer any questions or be of further help, please do not hesitate to contact me at [susanbower@eobusinesssource.com](mailto:susanbower@eobusinesssource.com).

Sincerely,  
  
Susan Bower, President

**Sunnyslope Marketing, LLC**

Janet Dodson

541.786.8006

[janetd@eoni.com](mailto:janetd@eoni.com)

October 4, 2021

Morrow Co

Attn: Darrell Green

110 N Court St. Rm 201

Heppner, OR 97836

Re: Tourism Promotional Services Proposal from Karie Walchli

Dear Mr. Green:

I am writing in support of Karie Walchli's proposal to do the work of Tourism Promotional Services for Morrow County. I believe Karie is highly qualified and will do an excellent job of promoting Morrow County's tourism attractions, events, activities, and visitor services.

I first met Karie in 2008, when I was the longtime destination marketing and development director for Union County and La Grande and we were both serving on the board of the Eastern Oregon Visitors Association, the regional destination marketing organization as determined by Travel Oregon. For the last seven years, I have worked with Karie on agritourism development, my specialty under contract with the Eastern Oregon Visitors Association. We have worked together developing the *River to Hills Farm Trail* and the *Whisky & Rocks Farm Trail* and on promotional materials, articles and media outreach concerning the trails and other agritourism and culinary tourism projects.

I know her to be very dedicated to tourism and to the agriculture industry, and with feet planted in both worlds, she is a perfect spokesperson for each. Karie is very talented in desktop publishing, project management, marketing, communications, and all forms of public relations and media work. She represents her constituency very professionally and is an adept creative problem solver. She is the first to tell you visitors care about the experience they will have – not about county lines. Given this understanding, she will work hard for both counties, making a visitor's engagement here seamless and enjoyable, no matter their interests or where they are going in the area.

Thank you for this opportunity to speak on Karie's qualifications. Please don't hesitate to contact me with any questions.

Sincerely,



Janet Dodson

Agritourism Development Specialist

P.O. Box 187

North Powder, Oregon 97867

Morrow County  
Attn: Darrell Green  
110 N Court St. Rm 201  
Heppner, OR 97836

**Re: Tourism Promotional Services Proposal from Karie Walchli**

Mr Green:

It is with great pleasure that I provide a letter of recommendation for Karie Walchli. I first met Karie when I worked in the Global Sales Department of Travel Oregon when she was just starting in the tourism industry at the annual Governor's Conference on Tourism. She was a person that just "gets it" and early on you could tell she would be a great asset for Eastern Oregon tourism. When I retired from Travel Oregon, I moved to Milton Freewater and took a contract job doing Global Sales for Eastern Oregon Visitors Association. Working with her as a part of the Regional Destination Marketing Organization, it was even more apparent what a great asset she is in tourism. I got the opportunity to work directly with her on marketing our region locally and in Oregon. She is smart, savvy, and knows how to utilize her budget for maximum input. Without her assistance for Umatilla County, we small cities would not have a voice. She represents us all.

Recently, she put together a video shoot of the River to Hills and Whisky Rocks agritourism farm loops. That video has been a great asset, not only locally but in Oregon. We were able to do a paid TV coverage with a station in Portland that gave us even more exposure with these videos and photo assets.

Brand USA is the US international tourism organization and about once every three years Eastern Oregon gets to participate. It is a mad dash of rental cars representing international countries sampling what our region has to offer in just a few days. Our region, as you know, is huge, sparsely populated, and long distances between major (if you can call them that) cities. When it came time to represent Morrow and Umatilla counties, Karie was right there with us with the planning and utilized their time lot with a fabulous breakfast featuring local products, vendors, and DMO's. To say the least, it was fabulous and a very well received reception. Over the last seven years, I have directly worked with her on tourism planning committees. Her involvement in the agritourism products is something we have to have. She knows her region and the people. That is something that is indispensable. Global sales won't be back for awhile but I continue to be involved on a volunteer basis. I love working with her and it is very easy to say that she would be a great asset to Morrow County. She is doing work for you behind the scenes already. Karie is "just that person" who thinks big picture and wants to take care of all of us. She is a true gem.

Please feel free to contact me with any additional questions. I could wax on for several more paragraphs. As you can tell, I am a huge fan.

Sincerely

Chris Chester

Chris Chester, Owner  
CLC Support Services  
247 N Andrea Street  
Milton Freewater, OR 97862  
CELL: 503.551.6440  
EMAIL: [chester.chris@yahoo.com](mailto:chester.chris@yahoo.com)

Frazier Farmstead Museum, Board Member  
Milton Freewater Community Development Partnership, Board Member  
Horizon Projects, Board Member  
Oregon Tour and Travel Alliance, Board Member  
Milton Freewater Chamber of Commerce (closed) but still volunteering

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF THE ARMY AND THE COLUMBIA  
DEVELOPMENT AUTHORITY AND THE CONFEDERATED TRIBES OF THE UMATILLA  
INDIAN RESERVATION**

**AND  
COLUMBIA DEVELOPMENT AUTHORITY AND THE COUNTIES OF UMATILLA AND  
MORROW, OREGON**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the United States Army ("Army"), the Columbia Development Authority ("CDA"), the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), and the Counties of Umatilla and Morrow, Oregon ("Umatilla County" and "Morrow County"), and hereby provides as follows:

**Whereas:** The US Army Umatilla Chemical Depot ("UMCD") was selected for closure and transfer under Base Realignment and Closure Act of 2005 (Pub. Law 101-510) and the closure of UMCD was further refined under the National Defense Authorization Act FY2012, which prompted the Army to initiate National Historic Preservation Act ("NHPA") Section 106 consultation to consider the effects of the transfer of UMCD property on historic properties which are eligible for listing in the National Register of Historic Places (NRHP) out of federal ownership; and

**Whereas:** The Army identified four (4) historic properties including the South Trail (35UM497) and North Trail (35UM498) as contributing elements of the Oregon National Historic Trails; the 1944 UMCD Igloo Accident Site; and the Coyote Coulee, a historic property of religious and cultural significance to an Indian tribe; and

**Whereas:** The CDA has been identified as the legal recipient of the closed UMCD property, including the historic properties, and entered into the NHPA Section 106 consultation process as an invited signatory; and

**Whereas:** The CTUIR will be receiving some UMCD property, including two historic properties (North Trail segment and a portion of Coyote Coulee), from the CDA after transfer by the Army, and entered into the NHPA Section 106 consultation process as an invited signatory in order to provide input on the post-transfer protection and mitigation measures of the historic properties; and

**Whereas:** Morrow and Umatilla counties have signed resolutions for the maintenance, protection, and preservation, in perpetuity, of two historic properties (South Trail and the 1944 UMCD Igloo Accident Site) on UMCD property transferred to the CDA (**Exhibits C and D** of the PA Amendment); and

**Whereas:** The Advisory Council on Historic Preservation ("ACHP") and the Oregon State Historic Preservation Office ("SHPO") also participated in the Section 106 consultation process as signatories; and

**Whereas:** The Army, and signatories executed *Amendment No. 1 to the Programmatic Agreement Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory Council on Historic Preservation, Columbia Development Authority, and Confederated Tribes of the Umatilla Indian Reservation Regarding the Transfer of a Portion of the Former*

*Umatilla Chemical Depot, Oregon* (“PA Amendment”) on [insert date of execution by all parties], which included stipulations to mitigate the adverse effects of transfer of the historic properties out of federal ownership; and

**Whereas:** The Army obligations listed in Stipulations A through F of the PA Amendment contain the extent of Army responsibilities under Section 106 of the NHPA and no further actions by the Army under this MOU will be deemed necessary. The Army General Actions listed in Stipulation A and those Army responsibilities listed in Stipulations B, C, D, and E of the PA Amendment will be completed within 18 months of transferring the property to the CDA. The Army obligations listed in Stipulation F are required to be completed within 18 months of the full execution of the PA Amendment.

**Now, therefore,** the undersigned agree as follows:

## **PART 1. PUPROSE OF MEMORANDUM OF UNDERSTANDING**

### **1.1 Purpose**

- 1.1.1 This MOU acknowledges that the undersigned parties agree that the historic properties on the UMCD property should be maintained, protected, and preserved in accordance with stipulations of the PA Amendment until it expires. Once the PA Amendment expires, this MOU will carry forward the commitments and agreements in specific stipulations to manage and maintain the historic properties as stated below.

## **PART 2. CDA STIPULATIONS AND OBLIGATIONS**

### **2.1 CDA Responsibilities**

- 2.1.1 The CDA will transfer in fee title 4,019.1 acres of property to the CTUIR, as stated in the Memorandum of Agreement (MOA) between the CDA and the CTUIR (July 2019), and as specified in Stipulation D(2) of the PA Amendment, within 180 days of the transfer of the UMCD property from the Army to the CDA.
- 2.1.2 The CDA shall initiate consultation with Morrow County within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulation B(2) and the resolution in **Exhibit C** of the PA Amendment.
- 2.1.3 The CDA shall initiate consultation with Umatilla County within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the 1944 Igloo Accident Site are carried out as specified in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.
- 2.1.4 The CDA obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CDA actions and no further actions will be deemed necessary.

## **PART 3. CTUIR STIPULATIONS AND OBLIGATIONS**

### **3.1 CTUIR Responsibilities**

- 3.1.1 The CTUIR agrees to undertake the actions specified in Stipulations C(3) of the PA Amendment, including all internal procedures for accepting real property interests in the sites identified as the North Trail Segment and a portion of Coyote Coulee.
- 3.1.2 Accepting the real property interests shall be completed within 180 days of the CDA's obligations as specified in Sec. 2.1.1 of this MOU.
- 3.1.3 The CTUIR obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CTUIR actions and no further actions will be deemed necessary.

## **PART 4. MORROW COUNTY OBLIGATIONS**

### **4.1 Morrow County Obligations**

- 4.1.1 Consistent with Section 2.1.2 above, Morrow County shall consult with the CDA within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing the South Trail to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulations B(2) and resolution in **Exhibit C** of the PA Amendment.

## **PART 5. UMATILLA COUNTY OBLIGATIONS**

### **5.1 Umatilla County Obligations**

- 5.1.1 Consistent with Section 2.1.3 above, Umatilla County shall consult with CDA within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing the 1944 UMCD Igloo Accident Site to ensure the responsibility for the management, protection, and preservation of the 1944 UMCD Igloo Accident Site are carried out as specific in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

**DEPARTMENT OF THE ARMY**

COL Phillip H. Lamb  
Commander, Joint Base Lewis-McCord

**COLUMBIA DEVELOPMENT AUTHORITY**

William D. Tovey  
Board Chairman

**CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**

N. Kathryn Brigham, Chair  
Board of Trustees

**MORROW COUNTY**

**UMATILLA COUNTY**

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

**DEPARTMENT OF THE ARMY**

COL Phillip H. Lamb  
Commander, Joint Base Lewis-McCord

**COLUMBIA DEVELOPMENT AUTHORITY**

  
William D. Tovey  
Board Chairman

**CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**

N. Kathryn Brigham, Chair  
Board of Trustees

**MORROW COUNTY**

Don Russell, Chair  
Morrow County Board of Commissioners

**UMATILLA COUNTY**

  
John M. Shafer  
Umatilla County Commissioner



**AMENDMENT #1  
to the  
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory  
Council on Historic Preservation, Columbia Development Authority, and Confederated  
Tribes of the Umatilla Indian Reservation  
Regarding the Transfer of a Portion of the Former  
Umatilla Chemical Depot, Oregon**

**WHEREAS** the Programmatic Agreement (“the Agreement”) was executed in December 2013;  
and

**WHEREAS** the Department of the Army (“Army”) carried out its Phase 1b Archaeological Survey under stipulation (A)3 of the Agreement at the former Umatilla Chemical Depot (“UMCD”). The survey results were provided to all consulting parties including the Oregon State Historic Preservation Officer (“SHPO”), Columbia Development Authority (“CDA”), and Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), as well as a local community advocacy group, Oregon Trail Advocates (“Trail Advocates”) in draft form in 2016 and 2018. The Addendum to Archaeological Field Investigations for Base Realignment And Closure (“BRAC”) Land Parcels Leaving Federal Ownership at Umatilla Chemical Depot, Morrow and Umatilla Counties, Oregon, was provided to the parties in July 2019; and

**WHEREAS**, in accordance with stipulation (A)4 of the Agreement, the Army identified the South Trail (35UM497) and the North Trail (35UM498) archaeological sites as historic properties that are eligible for listing in the National Register of Historic Places (“NRHP”) under both Criteria A and D as contributing elements of the Oregon National Historic Trails (NHT). The South Trail is an alternate cut-off route from Cottonwood Bend to Coyote/Boardman, Oregon, while the North Trail is an alternate cut-off route from Cottonwood Bend to Irrigon, Oregon. Each trail was a significant historic route for westward settlement. These historic trails located on UMCD have been recorded on multiple historical maps and have been used up to modern times. They are significant local and national resources that retain integrity of location, design, setting, materials, feeling, and association; and

**WHEREAS**, in accordance with stipulation (A)4 of the Agreement, the Army and SHPO identified the site of the 1944 UMCD Igloo Accident archaeological site as a historic property that is eligible for listing in the NRHP under both Criteria A and D, its eligibility determined by an event that had a significant impact on the region and local community; and

**WHEREAS**, in accordance with stipulation (C)2 of the Agreement, the Army identified Coyote Coulee as a Historic Property of Religious and Cultural Significance to an Indian Tribe (“HPRCSIT”) that is eligible for listing in the NRHP as it was a traditionally used travel route, hunting location, and traditional plant gathering area of the CTUIR, Coyote Coulee's identification and location is not shown on the Exhibits to this PA Amendment to protect the historic property in accordance with NHPA Section 304 (a)(3); and

**WHEREAS**, as a result of the Army’s determination that the undertaking will have an Adverse Effect on the South Trail, the North Trail, Coyote Coulee, and the 1944 UMCD Igloo Accident site (collectively the “Properties”), in accordance with stipulation (D) of the Agreement, the parties have consulted to determine appropriate measures to avoid, minimize or mitigate adverse effects to the Properties; and

**WHEREAS**, the Army invited the CDA to be a signatory to this Amendment, as the CDA is the intended recipient of most of the Property (9,539.45 out of 9648.72 acres) transferring out of federal ownership (see **Exhibit A**), which includes the aforementioned NRHP eligible properties. The Army, CDA, and CTUIR shall be responsible for executing stipulations within this amendment as listed below; and

**WHEREAS**, the remaining 109.27 acres will transfer to Federal Highway Administration and then to the Oregon Department of Transportation, and are not subject to this PA Amendment; and

**WHEREAS**, the CDA and CTUIR executed a Memorandum of Agreement on July 31, 2019 to transfer 4,019.1 acres and manage certain respective portions of the Property area designated in the Redevelopment Plan as the “Wildlife Refuge” for the purpose of preservation and restoration of the natural shrub-steppe habitat and wildlife habitat resources, in accordance with applicable laws and regulations, including the Umatilla Depot Wildlife Refuge, as zoned by Umatilla and Morrow counties; and

**WHEREAS**, the Army invited the CTUIR to be a signatory to this Amendment, because the CTUIR has responsibilities with regards to two historic properties as stipulated below in Sections C and D. These historic properties are contained within the 4,019.1 acres the CTUIR will receive from the CDA; and

**WHEREAS**, after 18 months of discussions with the consulting parties, the Army determined that including a protective covenant with the conveyance of the Property to the CDA could not be accomplished. On August 21, 2018, the Army notified the SHPO of its decision to mitigate the adverse effects of portions of the Property leaving federal control and convey the Property to the CDA without a deed covenant. In coordination with the SHPO, ACHP, CDA, and CTUIR, the Army proposed a comprehensive mitigation package in accordance with stipulations (A) through (G) of this Amendment, to avoid, minimize, or mitigate potential adverse effects. The signatories to this Amendment hereby agree that the undertaking shall be implemented in accordance with the below stipulations; and

**WHEREAS**, to address concerns regarding the long-term protection and preservation of historic properties on the Property after transfer to CDA, the CDA coordinated with the Board of Commissioners for Morrow County, Oregon and the Board of Commissioners of Umatilla County, State of Oregon, which each passed resolutions to assume perpetual responsibility to maintain, protect, and preserve the South Trail (Morrow County) and 1944 Igloo Site (Umatilla County).

**NOW THEREFORE**, in accordance with stipulation (G) of the Agreement, the Army, SHPO, and ACHP agree to *amend* the Agreement as follows:

### **STIPULATIONS**

#### **Resolution of Adverse Effects:**

Archaeological sites that have not been identified as eligible for listing in the NRHP, will not merit further treatment or protection by the Army. Archaeological sites that have been identified as eligible for listing in the NRHP (see **Exhibit B**) and are adversely affected shall be mitigated in the following manner:

**(A) General Army Actions:**

1. The Army will provide a total of seven (7) interpretive panels including: one (1) panel about the South Trail, one (1) panel about the North Trail, one (1) panel about the 1944 UMCD Igloo Accident, one (1) panel about UMCD history, one (1) panel about Native American history and prehistory at UMCD, one (1) panel about Coyote Coulee. All but two of the panels will be installed near the South Trail. The panel for the 1944 UMCD Igloo Accident will be installed at that specific site. The purpose and exact location of the seventh panel will be determined by Army and SHPO.
  - a. Specifications for each interpretive panel shall include:
    - i. A requirement that each interpretive panel range in size from 2ft. X 3ft. up to 4ft. X 6ft.
    - ii. Each panel shall be constructed of durable materials appropriate for the environment, designed to last no less than 10 years, and of professional quality.
    - iii. Each panel must be prepared by persons that possess the skills of a qualified historian, architectural historian, cultural resource specialist, exhibit specialist/graphic artist and by an organization that has experience in designing and manufacturing like panels of professional quality.
  - b. The Army, in consultation with the SHPO and CTUIR, shall at Army's sole expense, develop a portable interpretive exhibit to include photographs and historic narrative and establish a program geared toward education and awareness of UMCD's prehistory, history and archaeological properties. The portable exhibit shall be available to institutions around the State of Oregon and in southern Washington State. The exhibit will incorporate the historic context and criteria of eligibility to explain the history and significance of these historic properties. The new interpretive exhibits will be available to the public for a minimum of five (5) years. At the end of 5 years, the display will be provided to the Umatilla County Museum & Heritage Station.
  - c. The Army, in consultation with the SHPO, CDA, and CTUIR, shall develop brochures regarding UMCD's prehistory, history and archaeological properties in Adobe Acrobat pdf files. The brochures will be made available to the U.S. Army Corps of Engineers (Seattle District), the CTUIR and CDA to post on their respective websites.

**(B) South Trail (35UM497)**

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on conveyance/transfer of the Property:
  - a. The Army will conduct a Light Detection and Ranging (LiDAR) survey of the entire South Trail located on the property to be conveyed out of federal control, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided

to consulting parties in the form of electronic imagery and a final report which interprets the findings of the survey. The South Trail is identified in **Exhibit B**.

- b. The Army will provide ten (10) signs that reference state cultural resource protection laws to the CDA to be installed at locations on the interpretive segment of the South Trail (600 ft. length x 500 ft. width of the South Trail) to be agreed upon between Army, SHPO, CDA, and the CTUIR.
2. The CDA shall manage, maintain, protect and preserve the interpretive segment of the South Trail in accordance with applicable Oregon law, regulations, Morrow County zoning ordinances for so long as CDA owns the property on which the interpretive segment of the South Trail located. Pursuant to the Resolution of Morrow County attached hereto as **Exhibit C**, Morrow County shall, following CDA's acquisition of the Property and the completion of the stipulations in this section, assume ownership of the interpretive segment of the South Trail, and thereafter shall manage, maintain, protect, and preserve it in accordance with the terms and obligations of this Section (B)(2) in perpetuity. The CDA also agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the Property:
- a. The CDA will survey the 600 ft. length x 500 ft. width of the South Trail (interpretive segment of the South Trail) and develop a legal description of the segment to be preserved by CDA. The CDA will provide the survey and legal description to the U.S. Army Corps of Engineers, Seattle District, Army, SHPO, CTUIR, and Morrow County.
  - b. For the purpose of public safety, the CDA, in coordination with SHPO and Army, may enclose an interpretive segment of the South Trail with protective measures (i.e., strategically located boulders, natural berms).
  - c. For purpose of interpretation, the CDA shall provide to the signatory parties aerial stills photographs of the entire length of the South Trail and will consider local support to complete this action.
  - d. The CDA will provide Americans with Disabilities Act ("ADA") compliant parking and on-site public amenities (i.e., public benches, tables), all located outside the 500 ft. buffer zone of the interpretive segment of the South Trail. CDA's mitigation will also include an ADA compliant platform located at an existing knoll as depicted on a map of the South Trail segment as identified in **Exhibit B**.
  - e. The CDA will develop and upload the content for the NEXT EXIT HISTORY app for the South Trail, in coordination with signatory parties.

**(C) North Trail (35UM498)**

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
  - a. The Army will conduct a LiDAR survey of the entire North Trail located on the Property to be conveyed out of federal ownership, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided to the signatory parties in the form of electronic imagery and a final report which interprets the findings of the survey. The North Trail is identified in **Exhibit B**.
2. The CDA agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property:
  - a. For the purpose of interpretation, the CDA will provide aerial still photographs to signatory parties of the entire length of the North Trail and will consider local support to complete this action.
3. The CTUIR agrees, at CTUIR's own expense, to manage, maintain, protect and preserve the North Trail in accordance with CTUIR's Historic Preservation Code, applicable tribal law, and Umatilla County zoning ordinances. The CTUIR also agrees, at CTUIR's sole expense, to start and complete the following stipulations within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
  - a. The CTUIR shall utilize GPS coordinates and survey the entirety of the North Trail to document the exact location of the North Trail being transferred to the CTUIR and develop a legal description. CTUIR will provide the survey and legal description to U.S. Army Corps of Engineers (Seattle District), SHPO, CDA, and Umatilla County.

**(D) Coyote Coulee**

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
  - a. The Army in consultation with CTUIR, the U.S. Army Corps of Engineers (Seattle District), SHPO and CDA will develop the boundaries of Coyote Coulee and a legal description from existing data and surveys. The Army will provide the boundary and legal description to SHPO, CDA, CTUIR, and Umatilla County.
2. The CDA

- a. The CDA shall adhere to the following stipulations for that portion of the Coyote Coulee remaining in CDA ownership following CDA's transfer of 4,019.1 acres to CTUIR.
  - b. The CDA shall manage, maintain, protect and preserve that portion of Coyote Coulee remaining in CDA ownership in accordance with applicable Oregon law, regulations, and Umatilla County zoning ordinances, for so long as CDA owns the land on which its part of Coyote Coulee is located.
  - c. With the exception of the "Demil Parcel," the CDA will, and except as permitted by and in accordance with Umatilla County zoning ordinances, refrain from development within the boundary of that portion of Coyote Coulee remaining in CDA ownership.
3. The CTUIR agrees, at CTUIR's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
    - a. The CTUIR's Historic Preservation Code, as well as all other applicable laws, shall be followed and enforced with respect to Coyote Coulee.

**(E) 1944 UMCD Igloo Accident**

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
  - a. Army will include two (2) signs that reference state cultural resource protection laws, the placement of which shall be coordinated with signatory parties.
2. The CDA agrees, at its own expense, to manage, maintain, protect and preserve the site of the 1944 UMCD Igloo Accident in accordance with Oregon law, local law, Umatilla County zoning ordinances, so long as CDA owns the property on which the site is located. Pursuant to the Resolution of Umatilla County attached hereto as **Exhibit D** Umatilla County shall assume responsibility for the 1944 Igloo Accident site, and its perpetual maintenance, protection and preservation from and after CDA acquires the Property on which the 1944 UMCD Igloo Accident Site is located. Prior to any transfer of the fee simple interest in all or any portion of the 1944 UMCD Igloo Accident Site to any third party, CDA shall execute and record in the Official Records of Umatilla County any declaration, easement, or other instrument necessary to allow Umatilla County to enter onto the Property and perform the obligations set forth in the Section (E)(2) in perpetuity.
  - a. The CDA shall preserve an area of the sites measuring 1,200 ft. length x 275 ft. width and include one shelter, two standing igloos and associated berms. The 1944 UMCD Igloo Accident site will be surrounded by a 4 ft. high fence at its entire perimeter with a single entry gate.
  - b. The CDA will survey the location of the 1944 UMCD Igloo Accident site, develop a legal description and provide the survey and legal description to the

U.S. Army Corps of Engineers (Seattle District), the Army, SHPO, CDA, CTUIR, Umatilla County. The 1944 UMCD Igloo Accident site is identified in **Exhibit B**.

**(F) Procedure:**

Within five (5) months of full execution of the PA amendment, the Army will provide to the consulting parties draft narratives for all interpretive materials.

Within nine (9) months of full execution of the PA amendment, the Army will confer with signatory parties for a period of no more than thirty (30) days to address comments for the final narratives for interpretive signs/panels and educational materials (portable interpretive exhibit and brochures). All narratives will be based on historical, archaeological, and ethnographic evidence, to include Tribal oral history. If there are conflicting interpretations, Army will work with the consulting parties to de-conflict a narrative. If that is not possible, the Army reserves the right to make a final determination on any narrative, which may include presentation of both interpretations, with attribution for each. The interpretive narrative will be provided to the consulting parties in Adobe Acrobat pdf format.

Within twelve (12) months of full execution of the PA amendment, the Army will provide production proofs to consulting parties for all interpretive signs and educational materials.

Within eighteen (18) months of full execution of the PA amendment, the Army will provide final narratives for each interpretive sign/panel to vendor for manufacture and distribution to the CDA for installation. Army will provide four (4) hard-copies of educational material exhibit and brochures to the Oregon Historical Society, and Umatilla County Museum & Heritage Station in Pendleton (Umatilla County Historical Society) for distribution or loan to other facilities.

Army will provide one (1) copy of the final work products described above, including narrative statements, interpretive signs/panels, and education materials, to: the consulting parties, the Oregon Army National Guard, Camp Umatilla, the Discovery Center in The Dalles, the Tamátslikt Cultural Institute in Pendleton, and the Oregon Trails Interpretive Center in Baker City, Oregon. Electronic versions of the signs, exhibits, brochures, maps, and photographs, will be provided to the consulting parties and the additional organizations listed.

**(G) Development of Memorandum of Understanding for protection of historic properties in perpetuity**

1. The Army, the CDA, and the CTUIR shall developed a Memorandum of Understanding (MOU) to specify the process and treatment of historic properties once the UMCD property is transferred and this PA expires. Umatilla and Morrow counties will also be signatories to the MOU. The MOU is attached as **Exhibit E**.
2. As specified in the attached MOU, the CDA shall initiate consultation with Umatilla and Morrow counties within 180 days of the transfer of UMCD property from the Army to CDA. The intent of the consultation in the MOU is to develop and execute binding instruments for subsequent transfer, easement, or license of or on the land containing historic properties. These instruments will contain the same requirements for the management, protection, and preservation of the South Trail and 1944 UMCD Igloo Accident Site as are specified in Stipulations B(2) and E(2), and the resolutions in **Exhibits C and D**, and in **Exhibit E**.

3. As specified in the July 31, 2019 agreement between the CDA and the CTUIR, and further in the attached MOU, both parties shall initiate the transfer and the acceptance of ownership of land containing historic properties within 180 days of the transfer of the UMCD property from the Army to the CDA. The CTUIR will manage the North Trail segment and a portion of the Coyote Coulee as is specified in Stipulations C(3) and D(3), and as incorporated in the attached MOU (**Exhibit E**).

**Exhibits:**

Exhibit A – UMCD Reuse Map

Exhibit B – UMCD Archaeological sites eligible for listing in the NRHP Map

Exhibit C – Morrow County Resolution

Exhibit D – Umatilla County Resolution

Exhibit E - Memorandum of Understanding



**AMENDMENT  
to the  
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council  
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of  
Umatilla Indian Reservation  
Regarding the Transfer of a Portion of the Former  
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

**US ARMY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
COL Phillip H. Lamb, Commander, Joint Base Lewis-McCord

**AMENDMENT  
to the  
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council  
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of  
Umatilla Indian Reservation  
Regarding the Transfer of a Portion of the Former  
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

**OREGON STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Christine Curran, Deputy, State Historic Preservation Office

**AMENDMENT  
to the  
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council  
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of  
Umatilla Indian Reservation  
Regarding the Transfer of a Portion of the Former  
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Reid Nelson, Executive Director, Acting

**AMENDMENT  
to the  
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council  
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SIGNATURE PAGE

**COLUMBIA DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
William D. Tovey, Board Chairman

**AMENDMENT  
to the  
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council  
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of  
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SIGNATURE PAGE

**CONFEDERATED TRIBES OF UMATILLA INDIAN RESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
N. Kathryn Brigham, Chair, Board of Trustees

**EXHIBIT A**

**UMCD REUSE MAP**



**EXHIBIT B**

**UMCD Archaeological Sites Eligible for**

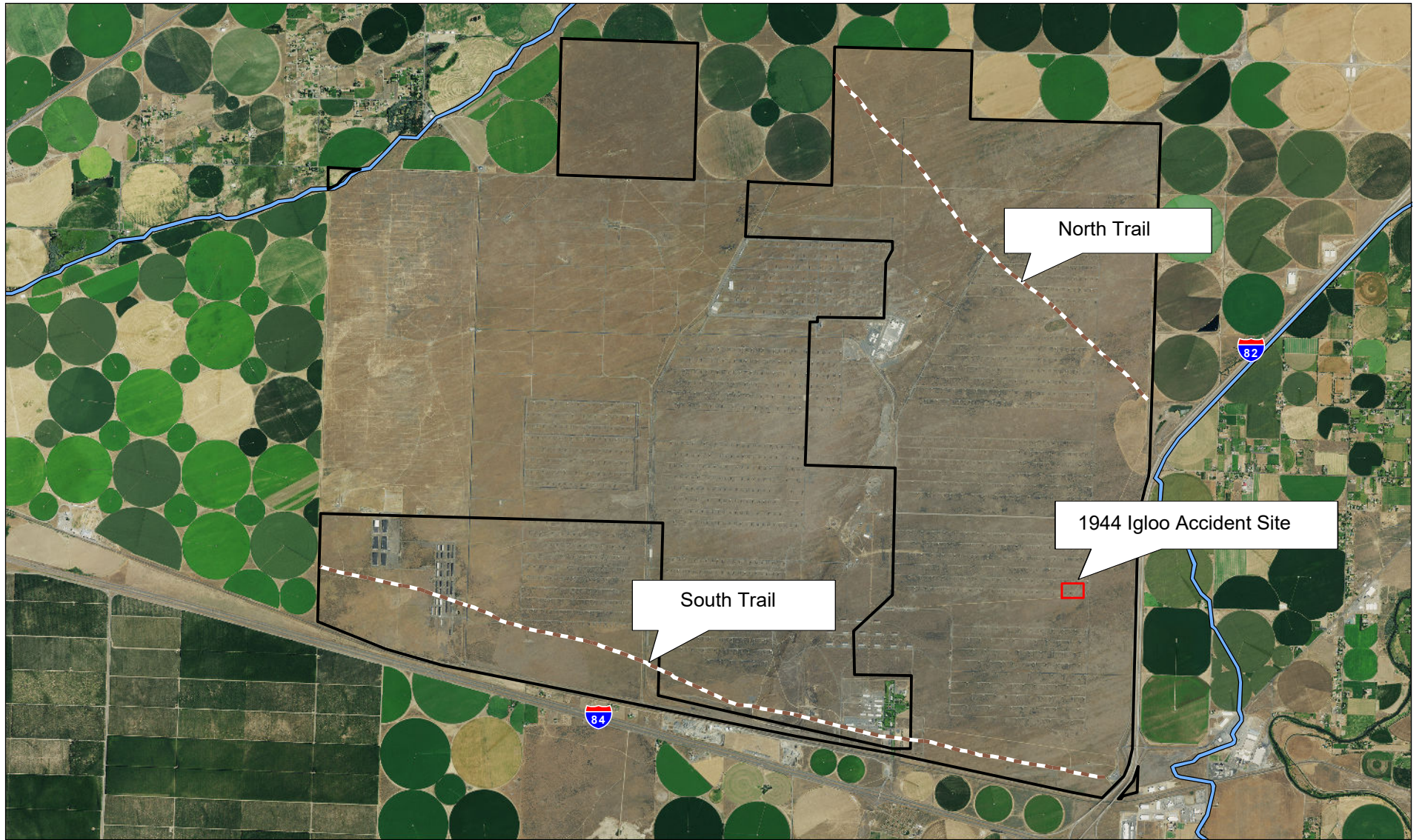
**listing in the NRHP Map**



(301,492 5,084,024)

Coordinates for Map Corners

(318,051 5,084,024)



(301,492 5,074,172)

UTM Zone 11N WGS84

(318,051 5,074,172)

Figure Date: February 17, 2016  
Basemap Sources: NAIP (USDA 2014)

- Project Area
- 1944 Igloo Accident Site
- Historic Wagon Road Historic



Figure 9  
(From 2016 Archaeology Report)



**EXHIBIT C**

**MORROW COUNTY RESOLUTION**

*Amendment #1 to the Programmatic Agreement Regarding the  
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*



**NOW THEREFORE BE IT RESOLVED** that Morrow County shall assume perpetual responsibility to maintain, protect and preserve the South Trail, including parking area, ADA platform, tables and associated signage, in accordance with the terms and provisions of Section (B)2 of the PA Amendment and this Resolution.

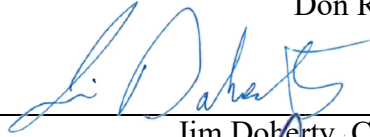
**NOW THEREFORE, Resolution R-2021-2 is repealed by the passing of this superseding Resolution.**

Dated this 26<sup>th</sup> day of February 2021

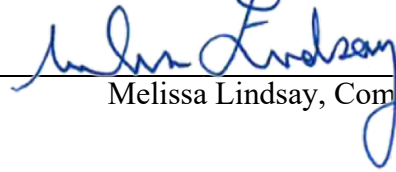
**MORROW COUNTY BOARD OF COMMISSIONERS  
MORROW COUNTY, OREGON**



Don Russell, Chair



Jim Doherty, Commissioner



Melissa Lindsay, Commissioner

**EXHIBIT D**

**UMATILLA COUNTY RESOLUTION**

*Amendment #1 to the Programmatic Agreement Regarding the  
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

RECEIVED

FEB 03 2021

UMATILLA COUNTY  
RECORDS

THE BOARD OF COMMISSIONERS OF UMATILLA COUNTY

STATE OF OREGON

In the Matter of Authorizing )  
 County to Maintain and Preserve ) Order No. BCC2021-017  
 1944 Umatilla Chemical Depot )  
 Igloo Accident Site )

WHEREAS, the Columbia Development Authority ("CDA"), the Board of Directors of which is comprised of representatives of Morrow County, Port of Morrow, Umatilla County, Port of Umatilla, and the Confederated Tribes of Umatilla Indian Reservation, intends to acquire certain real property (the "CDA Acquisition") commonly known as the Umatilla Chemical Depot (the "UMCD") from the United States Department of the Army (the "Army"), a portion of which is located in Umatilla County, Oregon (such portion, the "Umatilla Property");

WHEREAS, the CDA is a party to that certain Programmatic Agreement (the "Programmatic Agreement") dated December 2013, by and among CDA, the Army, the Oregon State Historic Preservation Officer, and the Advisory Council on Historic Preservation;

WHEREAS as a condition to the CDA Acquisition, CDA will enter into an Amendment to the Programmatic Agreement (the "PA Amendment");

WHEREAS under Section (E)2 of the PA Amendment, a portion of the Umatilla Property commonly referred to in the PA Amendment as the "1944 UMCD Igloo Accident Site" is required to be maintained, protected and preserved, in perpetuity, from and after the CDA Acquisition;

WHEREAS the CDA Acquisition and the subsequent development of the Umatilla Property, together with the preservation of the 1944 UMCD Igloo Accident Site in perpetuity, will benefit Umatilla County economically and culturally;

WHEREAS in order to satisfy the conditions precedent to the CDA Acquisition, facilitate the development of the Umatilla Property by CDA and other third parties following the CDA Acquisition, and to maintain the 1944 UMCD Igloo Accident Site as a site of historical and cultural significance, Umatilla County desires to assume responsibility for the perpetual maintenance,

protection and preservation of the 1944 UMCD Igloo Accident Site, in accordance with Section (E)2 of the PA Amendment.

NOW THEREFORE, the Umatilla County Board of Commissioners orders and resolves that from and after the CDA Acquisition, Umatilla County shall maintain, protect and preserve the 1944 UMCD Igloo Accident Site, in accordance with the terms and provisions of Section (E)2 of the PA Amendment.

DATED this 3<sup>rd</sup> day of February, 2021.

UMATILLA COUNTY BOARD OF COMMISSIONERS



George L. Murdock, Chair



John M. Shafer, Commissioner



Daniel N. Dorran, Commissioner



ATTEST:  
OFFICE OF COUNTY RECORDS



Records Officer



**EXHIBIT E**

**MEMORANDUM OF UNDERSTANDING**

*Amendment #1 to the Programmatic Agreement Regarding the  
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*



# Juvenile Department Quarterly Report to the Board of County Commissioners

Director: Christy Kenny

Report Date: October 15, 2021

## Updates/Notes

With the passing of SB 575, this creates an automatic expunction for unadjudicated youth. Beginning January 1, 2022, Juvenile Departments will be required to initiate expunction for individuals who turn 18 years of age on or after January 1 and who have not been found within the jurisdiction of the court. Crystal Jaeger, our office support specialist has been part of an expungement workgroup that includes several other county juvenile department representatives as well Oregon Youth Authority (OYA) to work on developing a process as well as appropriate forms, in attempt to make this as universal throughout the state as possible. Once this begins, each juvenile department will be reimbursed for time spent completing each expunction. OYA is also creating reports to send to juvenile departments so each one knows when a youth is eligible for expunction.

Crystal was able to virtually attend the two-day Oregon Juvenile Department Directors Association (OJDDA) annual conference. This conference is usually held in person but this marks the first time it was held virtually and had much success. There were over 200 participants for the conference and the focus was Equity at the Center-Today's Choices, Tomorrow's Impact.

Our Juvenile Crime Prevention plan that was submitted to OYA was approved and we are excited to use some of these funds to implement a restitution program so our youth can complete community service and have the ability to earn money to pay back victims. We also started an incentive program to help our youth engage in both treatment and probation requirements.

Morrow County was not selected in the second round of Project LEAP. Harney County was the only Oregon county selected in this round, with the remaining counties being out of Idaho. Sherry continues to work on mock sessions and completing necessary checklists while we wait to be picked to begin our participation in the study.

Respectfully submitted by:

  
Christy Kenny, Juvenile Department Director

## Referral Report by Referral Received Date

Referrals grouped by Crime Group, ORS Chapter Rollup and Offense Category Rollup based on highest severity allegation on the referral

Original Referral County: **Morrow**  
 Start Date: **7/1/2021**  
 End Date: **9/30/2021**

Crime Group	Total		Gender			Age at Referral			Race/Ethnicity					
	#	% of Grand	F	M	U	< 13	13 to 15	> 15	Afr Amer	Asian	Hisp	Native Amer	Other	White
<b>Criminal</b>														
<b>Criminal Other</b>														
Criminal Other	2		0	2	0	0	0	2	0	0	1	0	0	1
<b>Total Criminal Other</b>	<b>2</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Total Criminal</b>	<b>2</b>	<b>28.6%</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	50.0%	0.0%	0.0%	50.0%
<b>Non-Criminal</b>														
<b>Tobacco</b>														
Tobacco	5		4	1	0	1	4	0	0	0	3	0	0	2
<b>Total Tobacco</b>	<b>5</b>		<b>4</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Total Non-Criminal</b>	<b>5</b>	<b>71.4%</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>
% of Demographic	100%		80.0%	20.0%	0.0%	20.0%	80.0%	0.0%	0.0%	0.0%	60.0%	0.0%	0.0%	40.0%
<b>Total Referrals</b>	<b>7</b>	<b>100%</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>3</b>
% of Demographic	100%		57.1%	42.9%	0.0%	14.3%	57.1%	28.6%	0.0%	0.0%	57.1%	0.0%	0.0%	42.9%

**Unduplicated Count of Youth: 7**

### ORS Type by ORS Class Code

ORS Type	A	D	Total Referrals
Misdemeanor	2	0	2
Violation	0	5	5
<b>Total Referrals</b>	<b>2</b>	<b>5</b>	<b>7</b>

### ORS Chapter Rollup by ORS Type

ORS Chapter Rollup	Misd	Violation	Total Referrals
Criminal Other	2	0	2
Tobacco	0	5	5
<b>Total Referrals</b>	<b>2</b>	<b>5</b>	<b>7</b>



# MORROW COUNTY EMERGENCY MANAGEMENT

110 N Court St  
Heppner, OR 97836  
Phone: (541)676-5605

H Paul Gray  
Emergency Manager

**1 October 2020**

## **First Quarter activities within Emergency Management**

1. I am updating the Emergency Operations Plan (EOP). Oregon Emergency Management (OEM) requires the EOP be updated every two years. The last update was completed in 2013. The Basic Plan has been completed and reviewed by Undersheriff Bowles. I am currently working on the Emergency Support Functions (ESFs) 1-18. I have completed ESF 1 Transportation and ESF 3 Public Works and will be scheduling a meeting with Public Works Director in the Second Quarter to review the updates to those sections. As I continue to work on the ESFs, I will be meeting other departments within the County, along with first responder agencies and city administrations.

2. In the first quarter I have completed the following training courses:

P50, P50-1 Seismic Assessment

PER385 Improving Business Financial Literacy and Management to Support Post-Disaster  
Economic Recovery

FEMA232 Earthquake Resistant Design

Everbridge Executive Training

Risk Rating 2.0

G557 Rapid Needs Assessment

G235 Emergency Planning

G205 Recovery from Disaster

G358 Evacuation and Re-Entry Planning

IS350 Mitigation Planning

IS904 Active Shooter Prevention

After completing some of the above courses, I have completed the FEMA requirements to receive the Advanced Professional Series (APS) Certificate. This certificate works towards my Professional Development and all the courses completed goes towards my OEM workplan which requires me to complete a minimum of 20 hours of training within Emergency Management.

After taking the G358 Course, Evacuation and Re-Entry Planning, I have applied to Oregon Emergency Management to start instructing the course within Oregon.

3. During the first quarter, I have had multiple meetings with other Eastern Oregon Emergency Managers to work on the Cascadia Rising 2022 Exercise. It has since been canceled for 2022 by FEMA due to Washington State, California, and Idaho pulling out of the exercise. Cascade Region and Eastern Region within Oregon will still be planning and conducting the 2022 exercise starting with Day 1-3 of the planned exercise format since most of the emergency managers within the region and the new OEM Operations and Preparedness Regional Coordinators did not participate in the Cascadia Rising 2016 Exercise.
4. I have been working on multiple projects to find funding. Some of the projects include:
  - A/V Equipment for the primary Emergency Operations Center (EOC) located at the Bartholomew Building in Heppner.
  - A/V Equipment for the secondary Emergency Operations Center (EOC) located at the Morrow County Government Center in Irrigon.
  - Security enhancements for all Morrow County owned buildings within the County. This includes cameras with cloud storage for video to be viewed at any location by department directors with primary monitoring at the Sheriff's Office, access controls, and alarms and sensors for environmental controls.
  - Multiple projects with the Morrow County Planning Department. These include Sewage Project for Ione and the Mill Project.
5. I have been working with OEM Eastern Oregon Region (Morrow, Umatilla, Union, Wallowa, Baker, Grant, Harney, and Malheur Counties) to create a Regional Incident Management Team (IMT). This IMT will benefit all Eastern Oregon Counties to give experienced personnel to work within an Emergency Operations Center (EOC) at the county level during emergencies or disasters.
6. I am working with Umatilla County's Emergency Manager to gain access to igloos on the old Chemical Depot to use for COVID PPE storage. I am working towards Morrow County getting one to two for use in the event we need additional PPE storage.
7. I have had meetings with the Morrow County Planning Department Director and took over the facilitation of the Natural Hazard Mitigation Plan (NHMP). We are awaiting funding from the Department of Land Conservation and Development to begin the Steering Committee Meetings required by FEMA.
8. I am now the Point of Contact for Department of Homeland Security's (DHS) Government Emergency Telecommunications Service (GETS) Program. This program will give leadership and first responders priority to landline phone usage during a disaster crisis situation. County Administration and the Board of Commissioners have been signed up for cards.
9. I have met with the Army Corps of Engineers about the Willow Creek Dam and had a walkthrough of the facility.

10. During Emergency Operations Center Meetings, I have been introduced to many of the local first responder agencies, city officials, and hospital administrations. I plan to attend city council meetings in the next quarter to introduce myself and go over Emergency Management plans and opportunities.
11. On 31 August 2021, I completed a dress rehearsal exercise with Oregon Department of Energy (ODOE), Washington State responders, Umatilla County Emergency Management and FEMA. Morrow County passed the review completed by FEMA. The exercise will be conducted 26 October 2021.
12. On 21 September 2021, Morrow County Local Emergency Planning Committee (LEPC) and Emergency Management participated in Umatilla County's LEPC Ammonia Table Top Exercise.
13. On 22 September 2021, Morrow County Emergency Management and Sheriff's Office participated in Umatilla Police Department's Table Top Exercise.

H Paul Gray

Windwave Communications

**PERMIT SIGN-OFF** Permit #OSG

Date Submitted: 08/17/2021

Date Approved: 10/13/2021 by BOC

Applicant Notified: 1st: 10/13/2021 Final: \_\_\_\_\_

**INSPECTION INFORMATION:**

Follow up inspection date: \_\_\_\_\_

\_\_\_\_\_ Approved Signed \_\_\_\_\_

\_\_\_\_\_ Not Approved Reasons \_\_\_\_\_

Actions \_\_\_\_\_

**Notes/Comments:**

8/18/21 - E. Imes - Need a cross section (plow plan). Before can approve.  
8/18/21 - Leon emailed cross section + review  
10/13/21 Permit Approved @ BOC  
10/13/2021 - Emailed + mailed approval to begin work letter - emailed to Huna@windwave.tc



# PUBLIC WORKS DEPARTMENT

*Airport General Maintenance Road Department Parks*

365 W. Highway 74  
P.O. Box 428  
Lexington, OR. 97839  
Phone: (541) 989-9500  
Fax: (541) 989-8352

Matt Scrivner  
Director

Eric Imes  
Asst. Road Master

Sandi Putman  
Management Asst.

Kirsti Cason  
Administrative Asst.

October 13, 2021

**RE: Permit # OSG  
Work Order # 324**

Windwave Communications  
P.O. Box 1390  
73500 Rupe Kennedy Rd.  
Boardman, Oregon 97818

To whom it may concern,

Thank you for submitting a Permit Application for Necessity to Build On Right of Ways referenced above. The permit referenced above was approved to begin work on October 13, 2021.

Please note that the County crew may monitor progression of work being completed. Once construction is complete please notify our office so we can inspect the site.

Should you have any questions or comments about this information please feel free to contact us at the office at 541-989-9500.

Sincerely,

Kirsti Cason  
Administrative Assistant  
Morrow County Public Works

Enclosure

CC: lluna@windwave.tc





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

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

Permit application #OSG is for installation of (3) 1.25" fiber conduits starting at the intersection of Kunze and traveling ~~south~~ on Toms Camp approximately 350' before boring under Toms Camp and continuing another 1950' to final desination. The application shows installation at 2' off the right of way line and at a depth of 4' minimum. Contractor has said all the work will be done with directional bore machine.

North

**2. FISCAL IMPACT:**

N/A

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

MCPW has no concerns with the application

Attach additional background documentation as needed.



DATE	INVOICE	DESCRIPTION	GROSS	NET
08/17/2021	20210817074100	PERMIT FEE	50.00	50.00
Vendor: 1163 MORROW COUNTY PUBLIC WORKS			Totals:	50.00

MORROW COUNTY PUBLIC WORKS  
 P.O. Box 428, Hwy 74  
 Lexington, Oregon 97839

**RECEIPT** DATE 08-17-2021 No. **427852**

RECEIVED FROM Windwave- Leon \$ 50.00

50 Dollars - 10/100 DOLLARS

FOR Utility Permit

FOR RENT  
 FOR

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY [Signature] CK# 18472

ACCOUNT \_\_\_\_\_ PAYMENT 50.00 BAL. DUE \_\_\_\_\_

3-11

Placed \$ in 20220-340-4093

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW

WINDWAVE COMMUNICATIONS, INC.  
 PO BOX 1390  
 BOARDMAN, OR 97818  
 PH (800) 862-8508

No. **18472**  
 96-353/1032  
 Bank of Eastern Oregon  
 Heppner, OR 97836

FIFTY AND NO / 100\*\*\*\*\*

FAY MORROW COUNTY PUBLIC WORKS  
 TO PO BOX 428  
 THE LEXINGTON OR 97839  
 ORDER OF

DATE	CHECK NO.	AMOUNT
08/17/2021	18472	\$*****50.00

1163

Receipt # 427852 Permit # 056

[Signature]  
 SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or  $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration – Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " - 0" rock.

Permit # OSG

## **TRAFFIC**

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

## **INSURANCE**

- A. Permittee must carry all necessary liability to protect the public at all times.

## **REPAIRS**

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

## **REMOVAL, RELOCATION AND REPAIR**

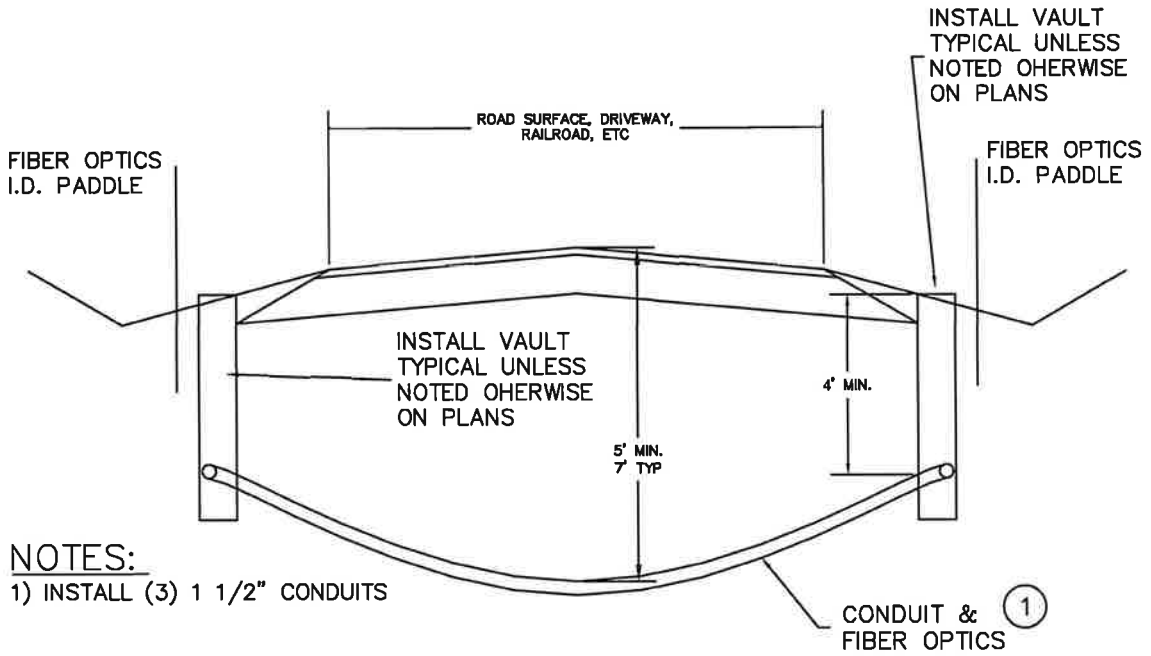
The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

Permit # 0966





NOTES:  
 1) INSTALL (3) 1 1/2" CONDUITS

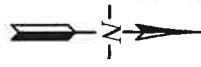
*Permit # 056*

FILE NAME: WW GENERAL DETAILS.DWG

TYPICAL DIRECTIONAL  
 BORE DETAIL

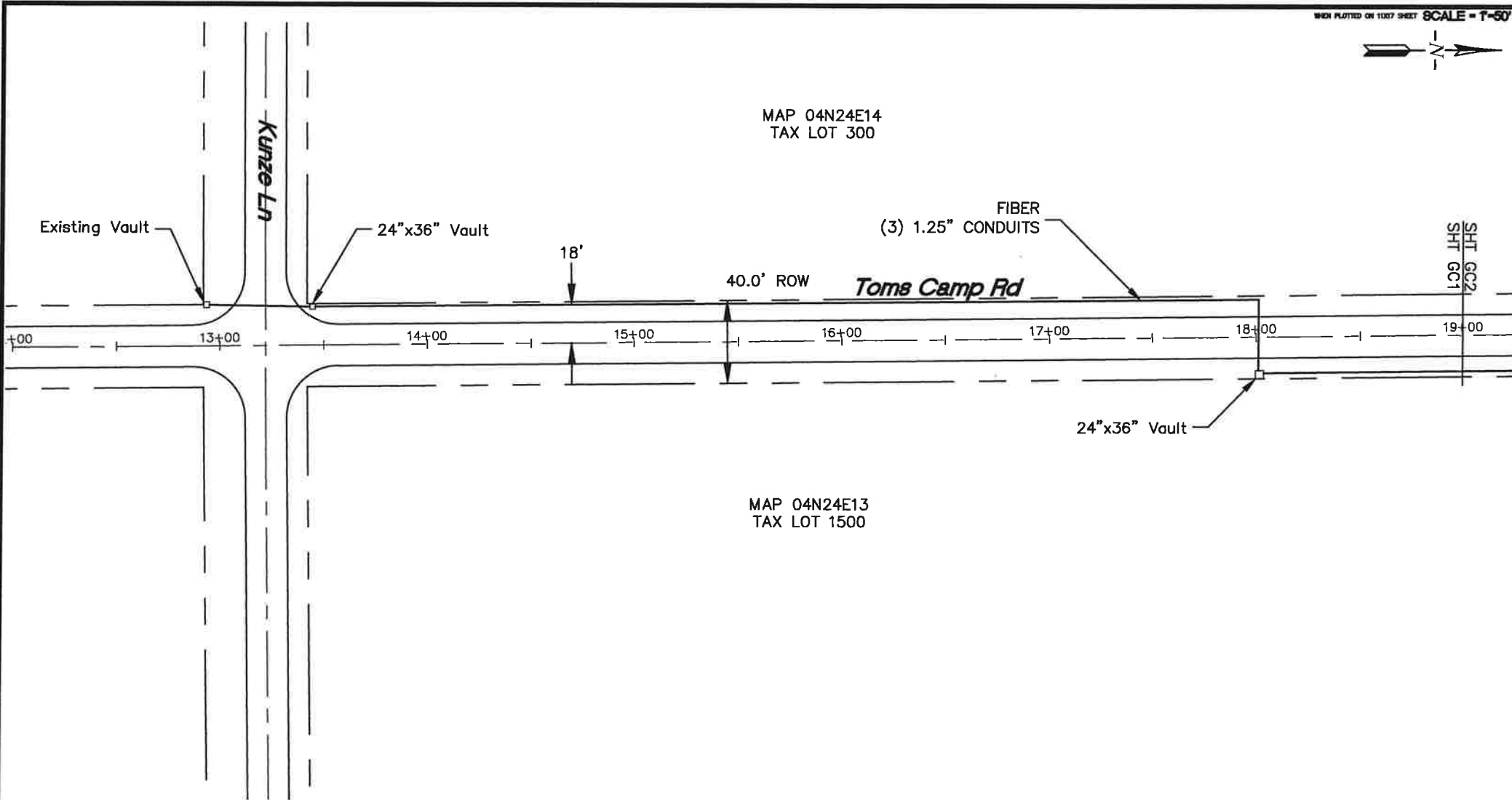
DATE	3-3-21
DRAWN	JH
<i>G07.00</i>	

WHEN PLOTTED ON 1107 SHEET SCALE = 1"=50'



MAP 04N24E14  
TAX LOT 300

MAP 04N24E13  
TAX LOT 1500



Permit # 056

48 HRS. PRIOR TO ANY CONSTRUCTION  
THE CONTRACTOR IS TO CALL FOR  
LOCATION OF UTILITIES  
**1-800-332-2344**

**NOTE:**  
WHEN WORKING ON PRIVATE PROPERTY  
PROPERTY OWNER MUST BE NOTIFIED  
48 HRS PRIOR AND ALLOWED TO LOCATE  
PRIVATE UNDERGROUND UTILITIES

**NOTE:**  
MAP IS CREATED USING COUNTY TAX MAPS,  
COUNTY ROAD MAP, AND ROUGH SITE INFO.  
STATIONING IS ONLY APPROXIMATE AND CONTRACTOR  
IS TO VERIFY LOCATIONS WITH OWNER PRIOR TO  
CONSTRUCTION. NO FIELD SURVEY WORK WAS DONE.

© NOTES CROSSING AS IDENTIFIED BY FIELD MAPS/INVESTIGATION

REVISIONS	BY



FIBER OPTIC LINES  
APN 2 PROJECT  
WINDWAVE COMMUNICATIONS

KUNZE RD TO WILSON LN  
(TOMS CAMP RD STA 13+00 -  
19+00)

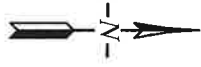
**SIBUL ENGINEERING**  
100 S. MAIN STREET  
FOUNTAIN VALLEY, CALIFORNIA 92708  
PH: 714.944.7777  
WWW.SIBUL.COM

DATE: AUG. 2021  
SCALE: NOTED  
DRAWN: CB  
JOB: 201-200  
SHEET: 03  
OF 04 SHEETS





WHEN PLOTTED ON 11X17 SHEET SCALE = 1"=50'



MAP 04N24E14  
TAX LOT 101

*Toms Camp Rd*

40.0' ROW

*Toms Camp Rd*

SHT GC3  
SHT GC2

SHT GC4  
SHT GC3

26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00

FIBER  
(3) 1.25" CONDUITS

18'

MAP 04N24E13  
TAX LOT 600

Permit # 056

48 HRS. PRIOR TO ANY CONSTRUCTION  
THE CONTRACTOR IS TO CALL FOR  
LOCATION OF UTILITIES  
**1-800-332-2344**

**NOTE:**  
WHEN WORKING ON PRIVATE PROPERTY  
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48 HRS PRIOR AND ALLOWED TO LOCATE  
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**NOTE:**  
MAP IS CREATED USING COUNTY TAX MAPS,  
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① NOTES CROSSING AS IDENTIFIED  
BY FIELD MAPS/INVESTIGATION

REVISIONS	BY



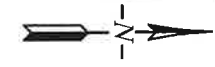
FIBER OPTIC LINES  
APN 2 PROJECT  
WINDWAVE COMMUNICATIONS

KUNZE RD TO WILSON LN  
(TOMS CAMP RD STA 26+00 -  
33+00)

**SISUL ENGINEERING**  
100 E. MAIN STREET  
FOURTH FLOOR  
DENVER, CO 80202

DATE: AUG 2021  
SCALE: NOTED  
DRAWN: GB  
JOB: XI-300  
SHEET: 03  
OF 04 SHEETS

WHEN PLOTTED ON 11X17 SHEET SCALE = 1"=50'



MAP 04N24E14  
TAX LOT 101

MAP 04N24E14  
TAX LOT 100

*Toms Camp Rd*

40.0' ROW

*Toms Camp Rd*

SHT GC4  
SHT GC3

33+00 34+00 35+00 36+00 37+00 38+00 39+00 40+00

FIBER  
(3) 1.25" CONDUITS

18'  
24"x36" Vault

*Wilson Ln*

MAP 04N24E13  
TAX LOT 600

Permit # 056

48 HRS. PRIOR TO ANY CONSTRUCTION  
THE CONTRACTOR IS TO CALL FOR  
LOCATION OF UTILITIES  
**1-800-332-2344**

**NOTE:**  
WHEN WORKING ON PRIVATE PROPERTY  
PROPERTY OWNER MUST BE NOTIFIED  
48 HRS PRIOR AND ALLOWED TO LOCATE  
PRIVATE UNDERGROUND UTILITIES

**NOTE:**  
MAP IS CREATED USING COUNTY TAX MAPS,  
COUNTY ROAD MAP, AND ROUGH SITE INFO.  
STATIONING IS ONLY APPROXIMATE AND CONTRACTOR  
IS TO VERIFY LOCATIONS WITH OWNER PRIOR TO  
CONSTRUCTION. NO FIELD SURVEY WORK WAS DONE.

© NOTES CROSSING AS IDENTIFIED  
BY FIELD MAPS/INVESTIGATION

REVISIONS	BY



FIBER OPTIC LINES  
APN 2 PROJECT  
WINDWAVE COMMUNICATIONS

KUNZE RD TO WILSON LN  
(TOMS CAMP RD STA 33+00 -  
37+50)

**SISUL ENGINEERING**  
1505 E. MAIN STREET  
JOHN DAY, OREGON 97045  
JAYLOR B. COOPER  
JULY 19, 2011

DATE: AUG 2011  
SCALE: NOTED  
DRAWN: [initials]  
JOB: 101-3001  
SHEET: 004  
OF 04 SHEETS



Sen. Ron Wyden  
221 Dirksen Senate Office Bldg.  
Washington, DC 20510

Sen. Jeff Merkley  
313 Hart Senate Office Bldg.  
Washington, DC 20510

Congressman Cliff Bentz  
1239 Longworth House Office Bldg.  
Washington, DC 20515

**Bill Harvey**  
Commission Chair  
bharvey@bakercounty.org

Re: The River Democracy Act

October 11, 2021

The River Democracy Act  
Comments from Baker County

October 11, 2021

The River Democracy Act will represent a major loss to the economies of natural resource based counties. It truly impacts all aspects of businesses. Economists state that a dollar passes through seven hands and that is easily seen in small, rural economies. Many Baker County private citizens and businesses utilize the lands, rivers and their resources to remain economically viable. Adverse impacts on farming (access to irrigation water), grazing (through allotment rights), recreation industries (fishing, hunting, picnicking, hiking, biking, ATV riding, etc.) will occur through the implementation of this Act.

As a reminder, Baker County is allowed input and use of only 30% of forestlands within our borders. The remaining 70% has already been lost to special use designations (i.e. wilderness, inventoried roadless areas, study areas, etc.). The loss of an additional 104,383 acres will significantly curtail the already diminished number of acres of federal lands we have input and use of.

Baker County continues to ask that ALL maps and locations of stream segments of the proposed waterways in Baker County be provided. We also request copies of the comments from Baker County citizens on the proposed RDA designations. The commitment to these requests is strong given the lack of information and seemingly, non-existent, detailed mapping of the waterways or local public input into the designations.

Baker County encourages all Oregon counties to consider and ask the following questions in regards to their specific counties:

How do we know what river segments are being referring to?

It is unrealistic to promote the listing of a waterway without being able to show the exact segment. The public deserves to see the specific areas impacted in order to make

well-informed decisions and judge the effects the listing will cause. Waterways can be many, many miles long, yet the proposed listings are portions. Additionally, there are waterways with the same names in different areas of the County.

How many miles of rivers are currently listed in Baker County?

There are currently 57 miles of rivers listed in Baker County.

- Powder River below Thief Valley Dam to Hwy 203 bridge = 11.7 miles
- Eagle Creek from Eagle Lake to the WWNF boundary at Skull Creek = 28.9 miles
- North Powder River from headwaters to WWNF boundary
- North Fork Malheur River from the headwater in Baker County to MNF boundary = 10 miles

How many miles of proposed, 'new' "rivers"?

The Act proposes to add an additional 163.1 miles of streams/rivers comprised of 31 separate segments in Baker County. The exact segments have not been identified on a map leading the County to wonder where they are and the devastation the listing will have on our citizens.

Many of the listed streams are ephemeral, flowing only during the spring, and are dry from mid-summer until precipitation begins again in winter. Others may not have water regardless of the season.

For those of you who are doing the math, that's a 286% increase in river miles that will be taken out of multiple use!

How many acres of proposed land will be affected?

Approximately 104,383 acres of land (due to the mile-wide corridor) within Baker County alone will be added, further limiting multiple use.

The writers of this legislation fail to realize in addition to contributing to the riparian fuel load, the ½-mile buffers along each side of the waterways will infringe on cattle management, ability to utilize legal water rights, logging, mining and recreation. Once again, the loss of these rights will greatly affect the local economy and impede the customs and culture of many local citizens who rely on the public lands for sustenance and income.

Are the existing ¼-mile acre corridors on each side of the stream going to be increased to the 'new' ½-mile corridors? What is the scientific reasons for the increase?

What management layers already exist?

Streams in this area of eastern Oregon do not need any further protection. Federal agencies already administer logging, mining, grazing and recreation along these waterways. Water quality in Baker County waterways, particularly those with ESA fish species, are already protected by Federal agencies. Water use is administered through the Oregon Department of Water Resources, while water quality is monitored

through the Oregon Department of Environmental Quality. Simply, our streams are well protected already.

Why is this process not following the established procedures?

This is an unprecedented land and water grab by the federal government. The Act provides a number of important measures to protect and enhance the values for which rivers are added to the National Wild and Scenic Rivers System (National System).

The National Wild and Scenic Rivers System provides the following information. *"Like any process involving a citizen's initiative, it's likely that you will have to garner wide support before approaching your congressional representatives—community leaders, environmental organizations, businesses, landowners, etc."* The Rivers Democracy Act skirted by this step through the request for nominations from the public by elected federal legislators.

A process must be followed to designate each river segment. The Wild and Scenic Rivers Act was not created to blanket designate *"nearly 4,700 miles of rivers in all corners of Oregon"*. Congress authorizes one of the river-managing agencies to first conduct a study to determine if the river is eligible and suitable for designation. The lead agency is typically the agency that manages the land through which the river flows. The River Democracy Act did not allow for the study of any stream/river segments prior to proposal.

Typically, and statutorily, upon completion of the study of a proposed river/stream, the agency reports its findings back to Congress. *"The river must be in near natural condition, with all, or almost all, of their natural values intact"*. Many of the rivers listed on the proposed Act are not rivers at all. Most are small streams and many of those naturally go dry during the summer months. Streams in eastern Oregon have been modified throughout our history, as the water was needed for mining operations or agricultural irrigation. There are very few pristine waterways that meet the criteria of free flowing and *"relatively untouched by development"* with *"all of their natural values intact"*.

This is a huge failure to follow the guidelines that have been in place since 1968 as an established and accepted system for designation. It is resulting in waterways that do not meet the criteria, spirit, or intent of the Wild and Scenic Rivers Act.

Why has there not been a county-specific comment period?

A single 'Zoom' meeting for statewide comments are clearly in violation of NEPA as it did not provide adequate notification, time to create and submit a comment in writing, or an opportunity for the public or local officials to judge the impact based on waterway location.

There was no economic impact study completed.

Why was the local government by-passed in the scoping of this project?

When Congress wrote and passed the Law of Coordination in 1976, it was to protect the local government from being overrun by regulations and restrictions imposed against our counties' needs and economic viability. This is one of those times that local government is being ignored to meet the wishes of politicians and special interest groups and not the needs of the local population.

The current attempt is an effort to bypass statutory mandates that force federal agencies to work directly with the local governments. Baker County is the local government and we have established Coordination within the County since 2001 by Ordinance. By not involving Baker County with any action on public lands, the proposal is in violation of the Law for FLPMA and NFMA.

The County and the citizens cannot afford any additional loss of public lands, including access and use rights of waterways, riparian areas, and forestlands. Any further reductions in the rightful and multiple uses of public lands will considerably constrict access and use of natural resources for the health, safety, general welfare, and economic viability of our County's citizens.

Baker County strongly encourages that this effort to remove multiple use from wide swatches of public lands be stopped and the process restarted to follow all established procedures, including coordination, with extensive local public involvement.

Sincerely,



Bill Harvey, Chair  
Baker County Commission