

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 21, 2023 at 9:00 a.m.

Morrow County Government Center, Don Adams Conference Room

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

Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
 2. **City/Citizen Comments**
 3. **Open Agenda:** The Board may introduce subjects not on the agenda
 4. **Consent Calendar**
 - a. Minutes: June 7th
 - b. South Morrow County Seniors Matter Grant Agreement
 - c. Critical Oregon Airport Relief Program Grant Agreement
 - d. Cooperative Service Agreement #23-7341-5126-RA, U.S.D.A. Animal & Plant Health Inspection Service, Wildlife Services
 - e. Department of Revenue Intergovernmental Services Agreement #DOR-183-23, Tax Map Maintenance
 - f. Oregon Health Authority 2023-2025 Intergovernmental Agreement #180024 for the Financing of Public Health Services
 - g. Amendments 1 & 2 to the Contract with Community Counseling Solutions, Inc. for the Provision of Mental Health Services
 5. **Public Hearing:** Resolution No. R-2023-13, Fiscal Year 2022-23 Supplemental Budget (Kevin Ince)
 6. **Public Hearing:** Resolution No. R-2023-14, Adopting the FY 2023-24 Budget (Kevin Ince)
 7. **Business Items**
 - a. Appointment Requests to the North Morrow Vector Control District Board (Greg Barron)
 - b. Letter of Support, Sunstone Solar Project
 - c. Rural Transit Equity Project Report (Tamra Mabbott)
 - d. Goal 9 Economic Development, Buildable Lands Analysis for Willow Creek Valley (Tamra Mabbott)
 - e. Contract Award – Amazon Bombing Range Road Turn Lane Project (Eric Imes)
 - f. Contract Award – Airport Taxiway D Reconstruction Project, Silver Creek Contracting (Sandi Pointer)
 - g. Insurance Renewals (Kevin Ince)
 - h. Discussion - Head Start Support (Roberta Vanderwall)
 8. **Department Reports**
 - a. Administrator’s Monthly Report (Roberta Vanderwall)
 - b. Planning Department Monthly Report (Tamra Mabbott)
 - c. Treasurer’s Monthly Report (Jaylene Papineau)
 - d. Accounts Payable Monthly Report (Kevin Ince)
 9. **Legislative Updates**
 10. **Correspondence** ##### Continued on next page #####
 11. **Commissioner Reports**
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- 12. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
- 13. Executive Session:** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent
- 14. Potential decision/action item as a result of one or both Executive Sessions**
- 15. Signing of documents**
- 16. Adjournment**

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

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

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

Zoom Meeting Information

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

Password: 97836

Meeting ID: 541-676-2546

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

- 1-346-248-7799 1-312-626-6799
- 1-669-900-6833 1-929-436-2866

Zoom Specific Notes:

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
 - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
 - If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us

Morrow County Board of Commissioners Meeting Minutes
June 7, 2023
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

Present In-Person: Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Roberta Lutchter, Justin Nelson

Present Via Zoom: Staff: Roberta Vanderwall, Deona Siex, Eric Imes, Mike Gorman, Robin Canaday, Yvonne Morter, SaBrina Bailey Cave; Non-Staff: Aaron Moss, Kelly Doherty, Jeff Fox, Erika Lasater

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

City & Citizen Comments

- Kelly Doherty, Boardman, said she was “checking in to see what staff found out on uploading the audio for the Hispanic speaking, or the audio or Zoom.” She also asked about the audio for the four Public Hearings held to obtain input on writing the new Ambulance Service Area Plan, saying not all of them had been uploaded yet. Ms. Doherty also complained about the Public Health Department and Emergency Management pages on the County website for having outdated information.

Open Agenda: No items

Consent Calendar

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

1. *Minutes: May 3rd & 17th*
2. *Professional Services Contract with Helion Software, Inc. for Assessment & Taxation Computer Software Services; effective July 1, 2023 to June 30, 2024; not-to-exceed amount \$60,132.*

Commissioner Drago seconded. Vote: Unanimous approval.

Business Items

Presentation on the Proposed Sunstone Solar Development

Logan Stephens, Senior Director, Pine Gate Renewables
Brianna Hyder, Senior Director, RenUSA

Mr. Stephens provided a PowerPoint presentation on the project, which was originally called Echo Solar. The name was changed to avoid confusion with the town of Echo and the Echo Wind Projects, he said. In addition, the project was later acquired by Pine Gate Renewables.

Some of the information from Mr. Stephens included:

- Sunstone Solar will be the Pacific Northwest’s largest solar facility, as well as one of the largest in the country at 1,200 megawatts.
- The project will connect to the Umatilla Electric Cooperative (UEC) line that runs to Boardman and connects to the Bonneville Power Administration (BPA) substation there.
- Under the payment-in-lieu-of-taxes agreement, the estimated revenue for each of the first 17 years will be \$8.4 million.
- During the construction phase, 600 jobs will be created.
- Project timeline: development phase: 2021-2026; start construction: 2026; fully operational: 2030.

Commissioner Drago said he assumed the land for the project was marginal farmland.

Mr. Stephens replied yes, it's been in dryland wheat production and not irrigated in 40 years or so. He said they were working through addressing the impacts from taking it out of production and looked forward to sharing that.

Letter of Support to the Department of Land Conservation & Development for the Town of Lexington

Katie Imes, Lexington Town Councilor

Ms. Imes requested the letter to support the Town's application for its Downtown Improvement Plan Project.

Commissioner Drago moved to approve the letter to DLCD in support of the Town of Lexington's grant application to fund its Downtown Improvement Plan Project. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Letter of Support to the Oregon Criminal Justice Commission, 2023-25 Biennial Plan for the Justice Reinvestment Grant

Dan Robbins, Probation & Parole

Lt. Robbins explained they've received the grant for the last eight years and it's used to fund a Probation Officer position.

Commissioner Wenholtz moved to approve the letter to OCJC in support of Probation & Parole's 2023-25 Biennial Plan for the Justice Reinvestment Grant. Commissioner Drago seconded. Vote: Unanimous approval.

Order No. OR-2023-3: Authorizing Treasurer to Invest Funds

Jaylene Papineau, Treasurer

Ms. Papineau said this was an annual authorization. It's a requirement for the County to continue to keep funds in the Local Government Investment Pool, she said. Ms. Papineau also provided the relevant Oregon Revised Statutes in the Agenda Packet.

Commissioner Drago moved to approve Order No. OR-2023-3: In the Matter of Authorizing the County Treasurer to Invest Funds. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Appoint Members to the Morrow County Broadband Network Consortium Board

Aaron Moss, Broadband Action Team

Mr. Moss reported the first Board meeting will take place June 15th. Brief discussion.

Commissioner Drago moved to appoint Chair Sykes and Commissioner Wenholtz to the Morrow County Broadband Network Consortium Board. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Department Reports

- The Sheriff's Office Monthly Report was reviewed by Melissa Camarillo.
- The Local Public Safety Coordinating Council Quarterly Report was reviewed by Jessica Rose.

- The Road Department Monthly Report was provided by Mike Haugen.

Classification & Compensation Review

Lindsay Grogan, Human Resources Director

Vance Jacobson, Managing Consultant, JB Reward Systems

Mr. Jacobson's last update to the Board occurred on March 1, 2023. The recommendations at that time were to bring employees from the 40th percentile in the job market for the region, to the 60th percentile; and to expand the salary ranges to enable 8-12 years of growth.

Mr. Jacobson said since March, they shifted toward implementation:

- Changes were made in instances where the job or qualifications changed.
- Consolidations occurred to give more clarity on career ladders, and additional career ladder steps were added.
- The new plan guarantees a 5% increase for every employee. Some employees were far below the minimum so they will see more than a 5% increase.
- The resulting implementation costs for the County will be \$670,000. This includes the 5% for every employee; rounding people to the closest step in the newly computed ranges; and adding an internal equity adjustment.
- The County can say its average employee is paid at the 60th percentile of the market but it doesn't mean everyone is at the 60th percentile. New employees will be below and seasoned employees may be above.
- On July 1, 2023 the County/Human Resources can maintain the program without having to do any further remedial actions for internal and competitive equity.
- The benefit package was not part of the salary comparison with other employers in the region.

A conversation then took place about the significant changes made in the Planning Department, such as making the Planning Director the Planning Director/Community Development Director and adding a new position called Principle Planner. The Board agreed further discussion was warranted on the topic.

Legislative Updates: None

Correspondence: None

Commissioner Reports: Brief reports were provided.

Break: 10:25-10:32 a.m.

Business Items, continued

Retirement Plan Administration Proposal

Kevin Ince, Finance Director

Jennifer Currin Gutridge, Mercer Advisors

Mr. Ince said while Mercer Advisors (investment advisors for the retirement plan) and Milliman (actuaries for the retirement plan) provide excellent support for their responsibilities with the retirement plan, a large portion still falls on him and the HR Director. Those duties are beyond the scope of our in-house resources, he said. As follow-up from a prior Work Session on the retirement plan, he explained Ms. Gutridge spoke with different retirement plan administrators and found a possible fit for the County.

Ms. Gutridge discussed the search process and said Nationwide can do the job and offers the same amount of pricing. She introduced Bob Eviston with Nationwide, also attending by Zoom.

Mr. Eviston said the actuary will stay the same. Milliman will continue to calculate benefits, determine payout options, start making distributions, and provide the information for the annual participant statements. Nationwide will take on the payroll functions for retirees. He said they will coordinate and work with Mercer Advisors to provide an investment platform with over 1,500 funds so Mercer can manage the assets of the Defined Benefit Plan. After the contracts are signed, the transition will take about 60 days, said Mr. Eviston.

Commissioner Wenholz moved to approve the transition to Nationwide for retirement plan administration, and authorize the Finance Director and HR Director to proceed. Commissioner Drago seconded. Vote: Unanimous approval.

Chair Sykes read the Executive Session citation below and said there was a potential decision or action item following the Executive Session.

10:58 a.m. Executive Sessions (2): Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent. (Note: this Executive Session will have a participant via Zoom or phone. Media can contact Morrow County and request the Zoom or phone information.)

11:33 a.m. Return to Open Session

Commissioner Wenholz moved to authorize the HR Director to make an employment offer to a candidate for the Payroll and Benefits Coordinator position at Step F of the salary range for that position. Commissioner Drago seconded. Vote: Unanimous approval.

County Counsel, Justin Nelson, commented only one of the Executive Sessions had an action item so that's why there was just one motion made.

Signing of documents

Adjourned: 11:35 a.m.



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

(For BOC Use)
Item #
46

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

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

Date submitted to reviewers: July 16, 2023
Requested Agenda Date: July 21, 2023

Grant Agreement: South Morrow County Seniors Matter

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: South Morrow County Seniors Matter
Contractor/Entity Address: 190 N Main St, Heppner, OR 97836
Effective Dates - From: June 1, 2023 Through: June 30, 2025
Total Contract Amount: \$67,968 Budget Line: Fund 540-Resiliency
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] July 16, 2023 Department Director Required for all BOC meetings
[Signature] County Administrator Required for all BOC meetings
[Signature] County Counsel *Required for all legal documents
[Signature] July 16, 2023 Finance Office *Required for all contracts; other items as appropriate.
[Signature] Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

On April 19, 2023 the Morrow County Board of Commissioners approved a grant in the amount of \$67,968 to South Morrow County Seniors Matter with the source of funding identified as Federal ARPA funds.

A standard beneficiary grant agreement has been prepared for execution in advance of distribution of the grant funds.

2. FISCAL IMPACT:

\$67,968

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

Move to approve the grant agreement with South Morrow County Seniors Matter and authorize the Board of Commissioners to execute the agreement

Attach additional background documentation as needed.

**MORROW COUNTY
BENEFICIARY AGREEMENT**

*American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds*

This Agreement is entered into by and between **Morrow County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **South Morrow County Seniors Matter**, an Oregon non-profit corporation, hereinafter referred to as "Beneficiary".

Recitals

- A. **WHEREAS**, on March 11, 2021, the American rescue plan act ("ARPA") was signed into law and established the coronavirus state fiscal recovery fund and coronavirus local fiscal recovery fund, together which make up the coronavirus state and local fiscal recovery funds ("SLFRF") program. The SLFRF program is to provide support to state, territorial, local and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B. **WHEREAS**, nonprofits may be impacted by the pandemic and receive ARPA/SLFRF assistance as a beneficiary, per U.S. Treasury 31 CFR Part 35; and
- C. **WHEREAS**, the total ARPA/SLFRF funds allocated to the County, as published by the U.S. Treasury, is \$2,253,747, may award funds to organizations that meet ARPA/SLFRF eligibility requirements; and
- D. **WHEREAS**, South Morrow County Seniors Matter meets the U.S. Treasury definition of a Beneficiary, a private non-profit organization, and submitted an application on April 19, 2023, to the county for \$67,968 in ARPA/SLFRF relief funds to mitigate the community impact and hardships, specifically for senior citizens, due to the COVID-19 pandemic; and
- E. **WHEREAS**, on April 19, 2023, the Morrow County Board of Commissioners approved the application from Beneficiary; and
- F. **WHEREAS**, Beneficiary is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1) Incorporation

- a) The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

Exhibit A (The Application)

2) Term of Agreement.

- a) Unless terminated or extended, this Agreement covers the expenditure period of June 1, 2023 to June 30, 2025, or, until all grant funds have been expended by the Beneficiary.

3) Award Funding

- a) County has agreed to make an award of funds to Beneficiary in the total amount of \$67,968 (the "Grant"). Grant disbursements shall be divided into two payments of funds to Beneficiary eligible under category Negative Economic Impact, Aid to Nonprofit Organizations.
- b) The initial Grant distribution of \$33,984 will be made by County to Beneficiary upon execution of this Agreement.
- c) The second and final Grant distribution of \$33,984 will be made by County to Beneficiary on June 1, 2024.

4) Use of Grant Proceeds

- a) The Grant to Beneficiary is to be used for Beneficiary's business operating expenses, which include, but are not limited to:
 - i) Payroll and employee benefits;
 - ii) Rent or mortgage;
 - iii) Utilities;
 - iv) Inventory;
 - v) Supplies;
 - vi) Unemployment insurance;
 - vii) Professional licensing costs; and
 - viii) Licenses and permits.
- b) The Grant to Beneficiary must not be used for expenses other than those for the operations of the Beneficiary business, including, but not limited to:
 - i) Paying off non-business debt, such as personal credit cards for purchases not associated with the business;
 - ii) Personal expenses such as travel unrelated to the business operations, buying a new family car or making repairs to a business-owner's home; and
 - iii) Supporting other businesses in which Beneficiary's owner may have an interest.

5) Record Retention and Access

- a) Beneficiary must establish and maintain records, including financial documents, sufficient to enable County to determine whether Beneficiary has complied with the terms of this Agreement, and to assist County in meeting its recordkeeping requirements. Such records may include, but are not limited to:
 - i) Records documenting compliance with the terms of this Agreement, including records sufficient to permit the tracing of the Grant funds to a level of expenditures adequate to establish that such funds have been used according to the terms of this Agreement.
- b) Beneficiary must retain all of its records relating to this Agreement, including supporting documentation, for five (5) years from the date of execution, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.

6) Mis-expenditures and Excess Payments

- a) Upon County's identification of a mis-expenditure or excess payment, County shall notify Beneficiary thereof. Upon Beneficiary's identification of a mis-expenditure or excess payment, Beneficiary shall notify County thereof.
- b) Upon County's identification of a mis-expenditure or excess payment, County shall notify Beneficiary thereof. Upon Beneficiary's identification of a mis-expenditure or excess payment, Beneficiary shall notify County thereof.
- c) Within 30 days of Beneficiary identifying a mis-expenditure or excess payment, Beneficiary shall make full payment to County. Within 30 days of receiving notice from County of a mis-expenditure or excess payment, Beneficiary shall make full payment to County.

7) Termination

- a) Immediately upon written notice by County to Beneficiary, or at such later date as County may establish in such notice, if Beneficiary is in default.

8) Governing Law; Venue; Consent to Jurisdiction

- a) This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Venue shall be in the Morrow County Circuit Court. Both parties consent to the jurisdiction of the Morrow County Circuit Court in all disputes arising out of this Agreement.

9) Compliance with Applicable Law

- a) Beneficiary shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement.

10) Additional Pass-through Requirements

- a) The Federal laws and regulations that apply to this Grant include:
 - i) **Civil Rights Laws.** Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d et seq.) and Treasury's implementing regulations at 31 CFR part 22, and the government-wide regulations contained in 28 CFR part 42, subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) **Fair Housing Laws.** The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. § 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and
 - iv) **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) and Treasury's implementing regulations at 31 CFR part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v) **Americans with Disabilities Act.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11) No Third-Party Beneficiaries

- a) County and Beneficiary 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12) Notices

- a) Any notice of termination or other communication having a material effect on this Agreement shall be served by email or U.S. Mail on the signatories listed.

County Contact Person: Kevin C. Ince, Morrow County Finance Director

Contact Telephone Number: 541-676-5615

E-Mail Address: kince@co.morrow.or.us

Mailing Address: 110 North Court St, PO Box 867, Heppner, OR 97836

13) Insurance and Workers Compensation

- a) The Beneficiary shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. Beneficiary agrees to provide County with a copy of required insurance upon request.

14) Beneficiary Status

- a) Beneficiary is not an officer, employee or agent of the County, with respect to work performed under this Agreement. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties.

15) Indemnity

- a) Beneficiary shall agree to defend, indemnify, and hold harmless County, its officers, agents, and employees from damages arising out of this Agreement's acts of the Beneficiary, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

16) Entire Agreement

- a) This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

17) Certifications And Signature of Beneficiary's Authorized Representative

- a) The undersigned certifies under penalty of perjury both individually and on behalf of Beneficiary that by signature on this Agreement for Beneficiary, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Beneficiary and that Beneficiary is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

BENEFICIARY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT BENEFICIARY HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

South Morrow County Seniors Matter

Authorized Signature:  Date: 6-16-2023
Title: Board Chairman

MORROW COUNTY SIGNATURES BOARD OF COMMISSIONERS:

Chair Signature: _____ Date: _____

David Sykes, Chair

Commissioner Signature: _____ Date: _____

Jeff Wenholz, Commissioner

Commissioner Signature: _____ Date: _____

Roy Drago Jr, Commissioner

EXHIBIT 'A'
APPLICATION

**2023 MORROW COUNTY
ARPA FUNDS APPLICATION**

Organization Name: South Morrow County Seniors Matter

Project Title: Community Meals for Seniors

ARPA Funding Category: Aid to Nonprofit Organizations

Organization Information

Legal Name of the Organization: South Morrow County Seniors Matter

Doing Business As (DBA) Name (if applicable): _____

Unique Entity ID Number (UEI): PENDING _____

Employer Identification Number (EIN): XXXXXXXXXX

Organization Street Address: 190 N Main Street

City: Heppner State: OR Zip Code: 97836

Organization Mailing Address: _____
(if different from street address)

City: _____ State: _____ Zip Code: _____

Organization Website: N/A
(Please enter "N/A" if none)

Applicant Name: Jerry Conklin

Applicant Title: Chairman

Applicant Mailing Address: 415 N Gale St / PO Box 241 KAC
(if different from organization mailing address)

City: Heppner State: Oregon Zip Code: 97836

Applicant Phone: (541) 256-0758 Applicant E-mail: jconklin692@gmail.com



South Morrow County Seniors Matter

Senior Nutrition and Social Program for South Morrow County Oregon

Board of Commissioners
Morrow County
PO Box 788
Heppner, OR 97836

Dear Commissioners,

Communities near to Heppner have senior meal programs whereby meals are provided weekly to seniors. These senior meal gatherings are about more than providing food, as they also facilitate an opportunity for individuals to socialize with one another. In addition, the gathering of seniors provides an opportunity for community partners to speak to seniors about pertinent matters.

There are many seniors in south Morrow County, but unfortunately, in-person senior meals have not been provided in Heppner since the COVID pandemic. Prior to that, meals were provided at the St. Patrick's Apartments and were well attended.

Since November, a group of Heppner residents have been working to reestablish these meals. We formed a task force and have since applied for and received 501c3 non-profit status. \$30,000 in WCVD funds have been pledged to this project (\$15,000 per year for 2 years). We have met with the Heppner Housing board and have arranged for rental use of the St. Patrick's apartments. We've gone to other meal sites and have garnered from them much help in preparing to relaunch these senior meals in Heppner. Our efforts have been met with much enthusiasm by the community partners and individuals we've interacted with.

We ask that the board consider using COVID relief funds to restart this important community resource. A proposed budget (and other pertinent information) is attached to this cover letter. The budget would require a grant of \$33,984.00 per year for the next two years (\$67,968.00 total).

Jerry Conklin
South Morrow County Seniors Matter Board President

HISTORY

On occasion, in conducting our hospice visits, Jackie Alleman (MCHD Hospice Volunteer Coordinator) and I (Jerry Conklin, MCBC Hospice Chaplain), have had occasion to pick up senior meals for hospice families or go with the families to the senior meal site. Boardman, Arlington, Irrigon, and Condon are all providing weekly meals for seniors.

Heppner has not been providing senior meals since COVID. Previously CAPECO was preparing and providing the meals which were sited at the St. Patrick Senior Apartments. If these meals were to be restarted, there are many seniors in our community who could potentially be served. According to the most recent census date, over 20% of Heppner residents are over the age of 65, which would equate to as many as 250 individuals in Heppner and the nearby communities.

BENEFITS TO THE COMMUNITY

Providing senior meals is important for several reasons:

1. Provide a well-rounded nutritious meal once a week.
2. Provide for a welcoming atmosphere where seniors can socialize with other seniors.
3. Provide a venue where community partners can speak to seniors about senior-pertinent matters (we've generated a list of almost 50 such entities).
4. Work to elevate the importance of valuing/caring for the seniors in our community.

SMCSM BOARD MEMBERS

We've worked to put together a task force, that has since become the board, which is made up of the following individuals (all are Heppner residents currently active in community service in various ways):

1. Jerry Conklin (President): [REDACTED]
2. Jackie Alleman (Secretary) [REDACTED]
3. Molly Rhea: [REDACTED]
4. Sheryl Bates: [REDACTED]
5. Dennis Wisler: [REDACTED]

INTERACTIONS

We've met with several groups/organizations to discuss the possibility of restarting senior meals, including the following. The plan to restart a senior meal program has been met with near universal enthusiasm:

1. CAPECO
2. Heppner Housing Authority
3. Heppner City Council;
4. Heppner Ministerial Association
5. Morrow County Health District.

6. The Lions Club
7. The Neighborhood Center

LOCATION

The Heppner Housing Authority has agreed to provide their meeting room and kitchen at a cost of \$650 per month. They've got a large, open meeting room and an upgraded kitchen that is more than adequate.

FUNDING

Kim Cutsforth worked to secure \$15,000 in Willow Creek Valley Economic Development (WCVED) funds for this year and next. In addition, the Lions Club is offering a one-time grant of \$1000. There are other community partners that are likely to contribute also.

We've been told that Morrow County may have COVID funds that are available for the restart of businesses/projects that were affected by COVID. We are asking if the county might consider using some of these funds to restart this worthwhile enterprise.

We have received approval of our 501c3 status. Here is our pertinent information:

South Morrow County Seniors Matter

PO Box 241

Heppner, OR 97836

Phone: 541-701-9810

Federal Tax ID/EIN: [REDACTED]

State Certificate of Existence: [REDACTED]



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Sandi Pointer - Public Works
Department: Lexington Airport
Short Title of Agenda Item: Grant Agreement with Critical Oregon Airport Relief Program
(No acronyms please)
Date submitted to reviewers: 06/06/2023
Requested Agenda Date: 06/21/2023

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: Oregon Dept of Aviation,
Contractor/Entity Address: 3040 25th Street SE, Salem, OR 97302
Effective Dates - From: 07/01/2023 Through: 07/06/2024
Total Contract Amount: 85,000. Budget Line: Revenue 205-250-3-30-4010
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Eric Imes 06/15/2023 DATE Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

The Aviation entitlement funds are available through the Federal aviation. These are in a three-year rotation. Sponsor/owner provides 10% match, Taxiway D Construction. This is to reconstruct the older Tarmac area to a new standard acceptable surface with FAA standards.

The Total project cost is \$1,180,141.9 Federal Aviation's share is 90% is \$1,062,127. and the COAR (Critical Oregon Airport Relief) funding is \$85,000 and the County (Sponsor) funding had secured \$33,014.90 for the remainder on a million-dollar grant, which during the Budget hearings was approved.

This is the Agreement with Critical Oregon Airport Relief grant program, on the signature page it is referring to the Elected officials and in the past agreements have been taken to the board.

2. FISCAL IMPACT:

Revenue in 205-250-3-30-4010

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

Motion to have Chair David Sykes sign the Agreement COAR-2023-9S9-00007 Critical Oregon Airport Relief Grant.

Attach additional background documentation as needed.

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT

Lexington Airport
Project Name: Taxiway D Reconstruction (Construction)

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Aviation, (“ODAV”), and **Morrow County**, a public entity acting by and through its elected officials, (“Recipient”), (ODAV and Recipient, collectively the “Parties”).

BACKGROUND

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to 2015 Ore. Laws Ch. 700 (H.B. 2075).

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration Airport Improvement Grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the “Project”). The Project will benefit the **Morrow County** (the “Airport”).

D. ODAV approved a grant in the maximum amount of **\$85,000.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

2. Agreement Documents. This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODAV prior to the execution of this Agreement**

c. Exhibit C: Subcontractor Insurance Requirements

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

3. Project Cost; Grant Funds; Match; Reimbursement Rate.

a. Project Cost: The total Project Cost eligible for COAR funding is estimated at **\$1,180,141.90**. If the Recipient separately receives AIP grant funds for the Project from the FAA, Project Costs shall include only that portion that is eligible for COAR funding.

b. Grant Funds; Match: Match provided through an FAA AIP Grant shall only include the portion of costs that are eligible for COAR funding. The Recipient's eligible AIP Grant for purposes of this project is **\$1,062,127.00** or **90.00%**. In accordance with the terms and conditions of this Agreement, ODAV shall provide grant funds to Recipient in an amount not to exceed **\$85,000.00** or **7.20%** of the Remaining Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible to provide matching funds, in the amount of **\$33,014.90** or **2.80%**, whichever is less ("Match"), for their portion of all other Eligible Costs as calculated in Exhibit A, Table 2 (Funding Breakdown).

c. Reimbursement Rate: ODAV shall reimburse Recipient for **7.2%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$85,000.00** ODAV will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODAV. In accordance with the provisions of Section 6, Recipient shall notify ODAV in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODAV.

5. Grant Funds.

a. Use of Grant Funds; Grant Award; No Exclusive Right. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODAV approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.d.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, the Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project Costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODAV, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement. Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODAV (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements. ODAV will disburse Grant Funds to the Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODAV's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODAV may request in its reasonable discretion. In no case will ODAV reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODAV's Program Coordinators:

a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODAV's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODAV's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODAV. ODAV may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

7. Inspection. ODAV may inspect the Project on a periodic basis and at Project completion. ODAV may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODAV in its sole discretion.

8. Reporting.

a. Milestone Progress Reports. On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODAV's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month.

b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the "Final Report") to ODAV's Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in the Recipient's Project application;
- iii. Data on the methodology that measures the Project's success as described in the grant application.

Recipient's obligation to provide this report survives expiration of this Agreement. Recipient shall use Final Report form, which Recipient must also sign.

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODAV shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODAV within forty-five (45) days of ODAV's approval of a Request for Reimbursement from Recipient.

b. Conditions Precedent to Disbursement. ODAV's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV's financial system for the disbursement of Grant Funds.

c. Retainage. ODAV will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the "Retainage"). ODAV will release the cumulative Retainage to Recipient only after ODAV certifies the Project as complete.

d. General Right to withhold Payments. ODAV reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODAV reserves the right to reallocate any portion of the Grant Funds that ODAV estimates the Recipient will use.

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODAV. Recipient shall return all Misexpended Funds to ODAV promptly after ODAV's written demand and no later than fifteen (15) days after ODAV's written demand. Recipient shall return all unexpended Grant Funds to ODAV within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODAV as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODAV immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODAV all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODAV \$65,000 of Grant Funds ($\$100,000/20 \text{ years} = \$5,000$; $\$5,000 \times 13 \text{ years} = \$65,000$).

b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODAV, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODAV, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODAV, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODAV under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODAV to verify how the Grant moneys were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Recipient Subagreements and Procurements.

a. Subagreements generally. Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODAV as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODAV as an additional obligee on contractors' bonds.
- iii. Upon ODAV's request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODAV any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

b. Conflicts of Interest; Private Recipients. If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of the Recipient ("Recipient Person");
- ii. A Recipient Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

c. Conflicts of Interest; Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

d. Subagreement indemnity; insurance.

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODAV, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.***
- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

e. Procurements for Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

f. Procurements for Private Recipients. If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODAV Rights Upon Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODAV. ODAV may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODAV, under any of the following

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

c. ODAV's Rights upon Termination. Upon termination under Section 14(a) or Section 14(b) above, ODAV may:

- i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.

ODAV's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.

15. GENERAL PROVISIONS:

a. Contribution.

- i. 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 ODAV or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODAV is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODAV 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODAV on the one hand and of the Recipient 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 ODAV on the one hand and of Recipient 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. ODAV's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODAV had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODAV (or would be if joined in the Third Party Claim), Recipient 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 ODAV in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODAV 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 Recipient on the one hand and of ODAV 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Indemnification and Hold Harmless. Recipient shall, to the full extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify and hold ODAV harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODAV may incur from Recipient's performance of this Agreement.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third Party Beneficiaries. ODAV and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODAV, such facsimile transmission must be confirmed by telephone notice to ODAV Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODAV (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODAV. Recipient has no right or authority to incur or create any obligation for or legally bind ODAV in any way. ODAV cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODAV, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

n. Integration and Waiver. This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODAV to enforce any provision of this Agreement shall not constitute a waiver by ODAV of that or any other provision.

o. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Andria Abrahamson, or their successor
3040 25th Street SE
Salem, OR 97302

Andria Abrahamson, Program Coordinator
andria.abrahamson@odav.oregon.gov
503-378-4881

Heather Peck, Program Manager
heather.peck@odav.oregon.gov
503-378-3168

In the absence of any of the above-named individuals during the term of this Agreement, ODAV shall notify the Recipient in writing of a substitute contact.

SIGNATURE PAGE TO FOLLOW

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

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

The State Aviation Board approved the COAR funding request and delegated authority to the Director of the Oregon Department of Aviation to enter into Agreement.

Morrow County by and through its elected officials

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

By _____
(Legally designated representative)

By _____
Director

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150000)

By _____
(Recipient's Legal Counsel)

By _____
Department of Justice

Date _____

Date _____

Recipient Contact:

Sandi Pointer, Management Assistant
365 W. Hwy 74
Lexington, Oregon, 97839
(541) 989-8166
spointer@co.morrow.or.us

ODAV Contacts:

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-4881
andria.abrahamson@odav.oregon.gov



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2023-9S9-00007
Project Name: Taxiway D Reconstruction (Construction)

A. PROJECT DESCRIPTION

Full depth reconstruction of approximately 5,150 SY of Taxiway D and the adjacent apron.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODAV Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: **06/01/23**

The anticipated completion date of the Project is: **06/30/25**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	Notice to Proceed - Construction	07/01/23	08/01/23
2.	Substantial Completion	09/05/23	10/04/23
3.	Final Acceptance	05/01/24	05/31/24
4.	Grant Closeout Approved by FAA	06/01/25	06/30/25

Table 2: Funding Breakdown

1	Grant Award Amount	\$85,000.00
2	Recipient Match (minimum 10% of Total Project Cost and any portion of the Project which is not covered by Grant Funds.)	\$33,014.90
3	TOTAL PROJECT COST	\$1,180,141.90

EXHIBIT C Subcontractor Insurance Requirements

GENERAL.

Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Recipient. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor 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 Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
2. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODAV. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODAV:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.

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

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

4. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODAV, its officers, employees and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
5. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Sponsor's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODAV may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODAV approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
6. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.
7. **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODAV and the contractor shall pay for all deductibles, self-insured retention or self-insurance.
8. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODAV under this Agreement and to provide updated requirements as mutually agreed upon by ODAV and Recipient.
9. **ODAV ACCEPTANCE.** All insurance providers are subject to ODAV acceptance. If requested by ODAV, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODAV's representatives responsible for verification of the insurance coverages required under this Exhibit C.

The Recipient shall immediately notify ODAV of any change in insurance coverage.



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Kevin C. Ince
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 16, 2023
Requested Agenda Date:

Cooperative Service Agreement: United States Department of Agriculture Animal and Plant Health
Inspection Service (APHIS) Wildlife Services

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: USDA APHIS
Contractor/Entity Address: 6035 NE 78th Court, Ste 100, Portland, OR 97218
Effective Dates - From: July 1, 2023 Through: June 30, 2028
Total Contract Amount: \$63,700/yr \$318,500 over 5 yrs Budget Line: Non-Departmental Other Contracted Services
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

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

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

USDA APHIS Wildlife Services provides services to Morrow County for wildlife management assistance to reduce or manage damage caused by coyotes, predatory animals, and other nuisance wildlife to protect property and human and health safety.

The term of the agreement is for 5 years.

2. FISCAL IMPACT:

\$63,700/yr

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

Move to approve the Cooperative Services Agreement 23-7341-5126-RA between United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services and the provided FY2023-2024 Work and Financial Plan and authorize the Chair to sign the agreement and the work plan.

Attach additional background documentation as needed.

COOPERATIVE SERVICE AGREEMENT
between
MORROW COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct wildlife damage management (WDM) activities to manage coyotes, birds and other predatory and /or nuisance species in Morrow County to reduce damage and mitigate human health and safety threats.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add, or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Kevin Ince
P.O. Box 867
110 N. Court St.
Heppner, OR 97836
541-676-5615,
kince@co.morrow.or.us
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Jeffrey Flores
6035 NE 78th Court, Ste 100
Portland, OR 97218
503-820-2750
jeffrey.b.flores@usda.gov
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on July 1, 2023, and shall continue through June 30, 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 93-6002308
APHIS-WS's Tax ID: 41-0696271

MORROW COUNTY

Representative
Morrow County
P.O. Box 867
110 N. Court St.
Heppner, OR 97836

Date

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

Jeffrey Flores State Director, Oregon
USDA, APHIS, Wildlife Services
6035 NE 78th Ct, STE 100, Portland, OR 97218

Date

Wendy Anderson, Acting Western Regional Director
USDA, APHIS Wildlife Services
2150 Centre Avenue
Bldg. B, Mail Stop 3W9
Fort Collins, CO 80526

Date

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

COOPERATOR: MORROW COUNTY
COOPERATIVE AGREEMENT NO.: 23-7341-5126-RA
ACCOUNT WBS: AP.RA.RX41.73.0535
AGREEMENT DATES: July 1, 2023 – June 30, 2024
AGREEMENT AMOUNT: \$63,700.00

Pursuant to Cooperative Service Agreement No. 23-7341-5126-RA between Morrow County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

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

Specific goals are:

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

PLAN OF ACTION

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

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

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

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

2. APHIS-WS District Supervisor, Shane Koyle, in La Grande, Oregon, will supervise this project, (541) 963-7947. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
3. APHIS-WS will invoice Morrow County monthly for actual costs incurred in providing service, not to exceed \$63,700.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

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

STIPULATIONS AND RESTRICTIONS:

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

COST ESTIMATE FOR SERVICES:

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

AUTHORIZATION:

Morrow County
PO Box 867
Heppner, OR 97836

Representative, Morrow County
TIN# 93-6002308

Date

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

Jeffrey B. Flores, State Director, Oregon

Date

Wendy Anderson, Acting Western Regional Director

Date

FINANCIAL PLAN
 For the disbursement of funds from
 Morrow County
 to
 USDA APHIS Wildlife Services
 for
 Predator Management: Coyote, Bear, Cougar, Wolves
 from
 7/1/2023
 to
 6/30/2024

Cost Element	Cost to Cooperator	Estimated Cost Share (Federal and State)	Full Cost
Personnel Compensation	\$ 35,514.64	\$ 7,145.25	\$ 42,659.89
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 6,594.31	\$ 1,429.05	\$ 8,023.36
Other Services	\$ 4,927.30	\$ 952.70	\$ 5,880.00
Supplies and Materials	\$ 2,062.06	\$ -	\$ 2,062.06
Equipment	\$ 1,000.00	\$ -	\$ 1,000.00

Subtotal (Direct Charges)	\$ 50,098.31	\$ 9,527.00	\$ 59,625.31
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Pooled Job Costs	11.00%	\$ 5,510.81		\$ 5,510.81
Indirect Costs	16.15%	\$ 8,090.88		\$ 8,090.88
Aviation Flat Rate Collection		\$ -		\$ -
Agreement Total		\$ 63,700.00	\$ 9,527.00	\$ 73,227.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$63,700.00. The Cost Share amount is \$9,527.00. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



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)

Date submitted to reviewers: 6/15/23
Requested Agenda Date: 6/21/23

Department of Revenue (DOR) Tax Map Maintenance Contract

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: Oregon Dept. of Revenue
Contractor/Entity Address:
Effective Dates - From: 7/1/2023 Through: 6/30/2024
Total Contract Amount: \$30,000 Budget Line: 101-103-5-20-5830
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Mike Gorman 6/15/2023 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
J. Nelson email 6-16-23 County Counsel *Required for all legal documents
K. Ince email 6-16-23 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Annual contract for Assessment Map Maintenance with Oregon Dept. of Revenue.

2. FISCAL IMPACT:

\$30,000 (The amount in my approved budget for 2023-24)

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

Approve and sign.

Attach additional background documentation as needed.

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #DOR-183-23**

This agreement is between The Oregon Department of Revenue (Department) and Morrow County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2023 to June 30, 2024. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	428.57	\$70.00	\$30,000
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Jason Hamblen Date
Procurement Manager, DPO

Internal Review

By _____
Rebecca Hall Date
Unit Manager, Property Tax Division

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
of Morrow County, Oregon

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED

By  6-15-23
Assessing Official of Morrow County Date



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Robin Canaday
Department: Public Health
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 6/16/20203
Requested Agenda Date: 6/21/2023

Oregon Health Authority 2023-2025 Intergovernmental Agreement for the financing of Public Health; # 180024

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: Oregon Health Authority
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97232
Effective Dates - From: 7/01/2023 Through: 06/30/2025
Total Contract Amount: \$253,524.18 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Robin Canaday 6/16/2023 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Kevin Ince 6/16/23 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Oregon Health Authority 2023-2025 Intergovernmental Agreement #180024 for the financing of Public Health Services

2. FISCAL IMPACT:

Approved Funding from Oregon Health Authority for the Program Elements that Morrow County works with in the sum of \$253,524.18

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

Motion to accept IGA to Fund Public Health #180024

Attach additional background documentation as needed.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #180024

**2023-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County, the Local Public Health Authority for Morrow County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorize OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, if OHA is acquiring services for the purpose of responding to a state of emergency or pursuant to a Major Disaster Declaration from FEMA. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on July 1, 2023, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2025.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A](#) [Definitions](#)

[Exhibit B](#) [Program Element Descriptions](#)

[Exhibit C](#) [Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D](#) [Special Terms and Conditions](#)

[Exhibit E](#) [General Terms and Conditions](#)

- [Exhibit F Standard Terms and Conditions](#)
- [Exhibit G Required Federal Terms and Conditions](#)
- [Exhibit H Required Subcontract Provisions](#)
- [Exhibit I Subcontractor Insurance Requirements](#)
- [Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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

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.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: David Sykes

Title: Chair, Board of Commissioners

Date: June 21, 2023

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 9, 2023, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

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 Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Assistance Listing #”** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA 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 the state medical assistance program by OHA.

15. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds 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. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
17. **“Overexpenditure”** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, “Special Terms and Conditions.”
18. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

2023-2025 PROGRAM ELEMENTS (PE)

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
<u>PE 01 – State Support for Public Health</u>					
<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<u>PE 01-07</u> ELC ED Contact Tracing	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-08</u> COVID Wrap Direct Client Services	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-09</u> COVID-19 Active Monitoring - ELC	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-10</u> OIP - CARES	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 03 – Tuberculosis Case Management

<u>PE 03</u> Tuberculosis Case Management	N/A	N/A	N/A	N	N
<u>PE 03-02</u> Tuberculosis Case Management	FF	Tuberculosis Control & Elimination	93.116	N	Y

PE 10 – Sexually Transmitted Disease (STD)

<u>PE 10</u> Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
<u>PE 10-02</u> Sexually Transmitted Disease (STD)	FF	CDC/Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	N	Y

PE 12 – Public Health Emergency Preparedness and Response (PHEP)

<u>PE 12-01</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 12-02</u> COVID-19 Response	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y

PE 13 – Tobacco Prevention and Education Program (TPEP)

<u>PE 13-01</u> Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
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PE 42 Maternal, Child and Adolescent Health (MCAH) Services

<u>PE 42-03</u> Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-04</u> Babies First! General Funds	GF	N/A	N/A	N	N
<u>PE 42-06</u> General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-11</u> Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
<u>PE 42-12</u> Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
<u>PE 42-13</u> Family Connects Oregon	GF	N/A	N/A	N	N
<u>PE 42-14</u> Home Visiting	GF	N/A	N/A	N	N

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 43 – Immunization Services

<u>PE 43-01</u> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<u>PE 43-02</u> Wallowa County and School Law	GF	N/A	N/A	N	N
<u>PE 43-06</u> CARES Flu	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<u>PE 43-07</u> School Law	GF	N/A	N/A	N	N

PE 44 – School-Based Health Centers (SBHC)

<u>PE 44-01</u> SBHC Base	GF	N/A	N/A	N	N
<u>PE 44-02</u> SBHC Mental Health Expansion	OF	N/A	N/A	N	N
<u>PE 44-03</u> COVID COAG Funds	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE 44-04</u> SBHC Telehealth Program	GF	N/A	N/A	N	N

PE 46 – Reproductive Health

<u>PE 46-05</u> RH Community Access	FF	DHHS/Family Planning Services	93.217	N	Y
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PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation

<u>PE 51-01</u> Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
<u>PE 51-02</u> Regional Partnership Implementation	GF	N/A	N/A	N	N
<u>PE 51-03</u> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE 51-04</u> Modernization Special Projects	FF	CDC/Preventive Health and Health Services Block Grant	93.991	N	Y
<u>PE 51-05</u> Public Health Infrastructure Funding	FF	CDC/OHA/PHD’s application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	93.967	N	Y

Fund Types:

GF means State General Fund dollars.

OF means Other Fund dollars.

FF means Federal Funds.

19. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
20. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3.
21. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
22. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

**EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS**

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. The work in this Program Element is also in furtherance of the Oregon Health Authority's strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*					X			X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*					X	X	X		X		
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X		X						
Collection and analysis of CD and other health hazard data for program planning and management.	*					X			X	X		X

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable.

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable.

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:

<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases) as prescribed in OHA CD Investigative Guidelines available at:

<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. OHA will share with LPHA the grant agreement and deliverables between OHA and OHA-funded CBOs and the contact information for all the CBOs. LPHA must communicate with OHA-funded CBOs about any changes that will affect coordination for wraparound services.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i)** Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (j)** Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a)** Work with OHA regional field operations coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.
- (b)** Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

(3) Case Investigation

LPHA must:

- (a)** Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b)** Enter all high-risk COVID-19 case investigation and outbreaks in Opera and Opera Outbreaks, as directed by OHA.
- (c)** Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in OPERA.
- (d)** Ensure all LPHA staff designated to utilize Opera are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

(4) Isolation.

LPHA must facilitate efforts, including by partnering with OHA-funded CBOs and other community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained and, to the extent the LPHA has sufficient resources, make available direct services as needed. LPHA must cooperate with CBOs and other community resources to provide referral and follow-up for social services and wraparound supports for affected individuals and communities.

(6) Tribal Nation support.

LPHA must ensure alignment of supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.

- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
- (c) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

As CARES/COVID supplemental funding resources are available, LPHA must:

- (a) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccines in their communities.
- (b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal and OHA guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends) when needed to ensure access to COVID-19 vaccines.
- (c) Prioritize vaccine distribution and administration in accordance with federal and OHA guidance.
- (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
- (e) Plan and implement vaccination activities with organizations as needed to ensure equitable access to COVID-19 vaccines in the jurisdiction. Example organizations include but are not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Faith-based or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - Organizations and businesses that employ critical workforce
 - First responder organizations
 - Non-traditional providers and locations that serve high-risk populations
 - Other partners that serve underserved populations

(f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities

(9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a Program Element or Program Element supplement must be included in the quarterly Revenue and Expense reports.

6. **Reporting Requirements.**

Not applicable.

7. **Performance Measures.**

Not applicable.

Program Element #03: Tuberculosis Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among

U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTB Infection.
- e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.

- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
 - h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
 - i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
 - j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.
 - k. **Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
 - l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
 - m. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
 - n. **Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
 - o. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
 - p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.**, By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA’s Investigative Guidelines.

b. LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.

- c. TB Case Management Services.** LPHA’s TB Case Management Services must include the following minimum components:
- (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA’s jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2) LPHA must require individuals who reside in LPHA’s jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA’s jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA’s TB Program must be consulted.
 - (5) OHA’s TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual’s compliance with the treatment plan.
 - (7) With respect to each Case of TB disease within LPHA’s jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.
 - (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d.** If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- e.** LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
- f.** LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

- g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER_CULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
- c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
- d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
- e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
- f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

Program Element #10: Sexually Transmitted Diseases (STD) Client Services**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA's service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's STD investigations and control efforts and are not intended to be the sole funding for LPHA's STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify staff person(s) trained to deliver HIV/STD Partner Services.
- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.a.(4) of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."

- g. Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
 - h. Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of persons diagnosed with HIV, syphilis, gonorrhea, and chlamydia brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
 - i. Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
 - j. Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
 - k. Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
 - l. STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
 - m. Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA's delivery of STD Client Services, which include providing training and support during STD Case Investigations and STD Outbreak response.
- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventiv eservices	Leadership and organizationalcompetencies	Health equity and culturalresponsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness andResponse
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						X		X			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable.

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **Under Sexually Transmitted Disease (PE10-01), LPHA agrees to conduct the following activities, which are not dollar amount funded items:**

- (1) Acknowledge and agree that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner the

incidence of Reportable STDs within LPHA's service area (as described below in Section 6, Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:

- (a) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
 - (b) Syphilis: At minimum, Case Investigations must be completed for all Priority Syphilis Cases as defined below. Other syphilis Cases must be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
 - i. All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.
 - ii. All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
 - (c) Gonorrhea: At minimum, Case Investigations must be completed for all Priority Gonorrhea Cases as defined below. Other gonorrhea Cases must be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
 - i. All rectal gonorrhea Cases.
 - ii. All Cases among pregnant or pregnancy-capable individuals.
 - iii. All Cases among individuals co-infected with HIV.
 - (d) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- (2) Provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.
- (3) Provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
- (a) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (b) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <https://www.oregon.gov/oha/ph/diseasesconditions/communicabledisease/reportingguidelines/pages/index.aspx>
 - (c) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
 - (d) Current "Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines," which can be found at: <https://www.cdc.gov/std/treatment/>.

- (4) OHA may provide, pursuant to this Agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (a) The medications must be provided at no cost to the individuals receiving treatment.
 - (b) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - (c) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - (d) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
 - (e) Any 340B costs savings or program income realized as a result of this funding must be utilized in a manner consistent with the goals of the program in which it was authorized under. Therefore, any cost saving as a result of STD funding must be used to increase, enhance and support STD screening and treatment services.
 - (f) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section.
 - (g) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA must distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.
 - (h) LPHA staff funded through this Agreement may be utilized to assist with Directly Observed Therapy (DOT) for Tuberculosis Services on a case-by-case basis. LPHA will notify the OHA STD program and obtain approval via email before using STD funding for TB DOT activities.
- (5) OHA will, pending the availability of funds, provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, and coverage of certain lab fees through the Oregon State Public Health Laboratory.

- b. Under Sexually Transmitted Disease (PE10-02), LPHA agrees to conduct the following activities if funding has been approved:**
- (1)** Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
 - (2)** All PE10-02 funded staff conducting STD case investigation are expected to attend trainings held by the OHA STD Program.
 - (3)** Use funds for this PE10-02 in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - (4)** Allowable budget expenses are:
 - (a)** Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
 - (b)** Staff travel costs.
 - (c)** Incentives for participation in services (including transportation costs), as approved by OHA. Per CDC requirements, prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of gift cards or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - i.** Individual gift card value cannot exceed \$25.
 - ii.** Up to 1% of PE10-02 funds can be utilized for incentive purchases.
 - (d)** Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
 - (e)** Other allowable expenses including postage, software and other licenses (e.g. Accurint), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
 - (5)** Unallowable expenses include but are not limited to:
 - (a)** Medications and screening/testing costs.
 - (b)** Harm reduction supplies including syringes.
 - (c)** Advertising or marketing.
 - (d)** Purchase or maintenance of vehicles.

5. General Revenue and Expense Reporting.

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

- a. LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/STD/TB (HST) Program via Orpheus.
- b. LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.
- c. CDC reporting requirements for the DIS Workforce Development Supplement necessitate the submission of staffing plans. As such, LPHAs must submit a staffing plan on a quarterly basis that includes:
 - (1) Name and role of current PE-10 funded staff.
 - (2) Responsibilities of PE-10 funded staff as they pertain to STD Case Investigation.
 - (3) Total FTE dedicated to PE-10 funded activities.
 - (4) Vacant PE-10 positions (including role, FTE, and potential timeline for hire).
- d. OHA will provide a template for such reporting and keep all recipients aware of updates to this form.

7. Performance Measures.

- a. LPHA must operate its program in a manner designed to achieve the following STD performance goals:
 - (1) Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification.
 - (2) Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45.
 - (3) Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification.
 - (4) Congenital syphilis electronic report form should be completed within 45 days of birth.
 - (5) Contacts should be tested/treated within 30 days before or after the index patient’s testing date.

**Attachment 1
Required Core Variables**

STD Core Variables	Chlamydia and Gonorrhea Cases—All	Priority Gonorrhea Cases:	Syphilis Cases—All	Priority Syphilis Cases
Age*	✓	✓	✓	✓
Sex*	✓	✓	✓	✓
County*	✓	✓	✓	✓
Specimen collection date*	✓	✓	✓	✓
Diagnosing facility type	✓	✓	✓	✓
Anatomic site of infection*	✓	✓		
Race/ethnicity		✓		✓
Gender identity		✓		✓
Sexual orientation		✓		✓
Sex of sex partners		✓		✓
Pregnancy status		✓	✓	✓
HIV status		✓		✓
Treatment/Date of treatment		✓	✓	✓
Clinical signs/symptoms				✓
Substance use				✓
Incarceration history				✓
* Included on lab report				

HIV Core Variables	Orpheus Tab	Reported via ELR	Entered by OHA	Entered by LPHA
Stage	Home layout-Stage		✓	
Status	Home layout-Status		✓	
DOB/Age*	Home layout-Age	✓	✓	✓
Sex*	Home layout-SOGI	✓	✓	✓
Gender identity	Home layout-SOGI		✓	✓
Sexual orientation	Home layout-SOGI		✓	✓
Race/ethnicity	Home layout-REALD		✓	✓
Pregnancy status	Home layout-Pregnant		✓	✓
Housing at Dx	Home layout-Housing at Dx		✓	✓
Address*	Home layout	✓	✓	✓
Phone/email	Home layout		✓	✓
Diagnosing facility/Provider*	Home layout-Provider	✓	✓	✓
HARS ID HIV Diagnosis AIDS Diagnosis	Home layout		✓	
Specimen collection date*	Labs tab	✓	✓	✓
Clinical signs/symptoms	Clinical tab		✓	✓
Treatment/Date of treatment	Treatment tab		✓	✓
HIV risk history At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		✓	✓
Contacts	Contacts tab			✓
Outbreak Info	Epilinks tab		✓	
* Included on lab report				

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.¹

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual.² The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: “A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies”

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Public Health Emergency Preparedness and Response.**

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,³ including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,⁴ people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.⁵
- b. **Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.¹
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.

- g. **Equity:** The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.⁶ Historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- l. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁷
- m. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- n. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁹
- o. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- p. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

q. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities’ public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services Population Health Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Planning	X	X	X	X	X	X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X	X	X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X	X	X	X	X	X	X	X	X
Response and Exercises	X	X	X	X	X	X	X	X	X	X	X	X
Training and Education	X	X	X	X	X	X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.
- b. Focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.²
- c. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.

- (1) **Contingent Emergency Response Funding:** Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.

- (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
 - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
 - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.¹⁰
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
 - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹⁰
 - (a) Prioritizing health equity as referenced in [Section 4b](#).
 - (b) Coordination with community-based organizations.
 - (c) Development or expansion of child-focused planning and partnerships.
 - (d) Engaging field/area office on aging.
 - (e) Engaging behavioral health partners and stakeholders.
 - (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
 - (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹⁰
 - (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.

- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.¹
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities should include or address health equity considerations as outlined in [Section 4b](#).
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- h. **24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.²

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.²
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

i. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.²
 - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.

- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.¹ The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
 - (2) Address health equity considerations as outlined in [Section 4b](#).
 - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
 - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
 - (5) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
 - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
 - (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
 - (a) **Exercise:**
LPHA must:
 - Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
 - Involve two or more participants in the planning process.
 - Involve two or more public health staff and/ or related partners as active participants.
 - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
- Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

- (9)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²
- (10)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,¹ the Public Health Accreditation Board⁹, and the National Incident Management System.⁷ The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
 - (b)** Identify and train appropriate LPHA staff¹¹ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

k. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.⁷

l. Plans: LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

- (1)** LPHA must establish and maintain at a minimum the following plans:
- (a)** Base Plan.
 - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.¹²
 - (c)** Continuity of Operations Plan (COOP)¹⁰
 - (d)** Communications and Information Plan.
- (2)** All plans, annexes, and appendices must:
- (a)** Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b)** Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c)** Be functional and operational by June 30, 2023,¹⁰
 - (d)** Comply with the NIMS,⁷
 - (e)** Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f)** Include health equity considerations as outlined in [Section 4b](#).

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 30

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
 - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
 - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.¹

ATTACHMENT 1*1

PHEPR Program Annual Budget				
County				
July 1, 2022 - June 30, 2023				
			Total	Total
PERSONNEL		Subtotal	\$0	\$0
	List as an Annual Salary	% FTE based on 12 months		
			0	
(Position Title and Name)				
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
Fringe Benefits @ ()% of describe rate or method			0	
TRAVEL			\$0	\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0		
Hotel Costs:				
Per Diem Costs:				
Mileage or Car Rental Costs:				
Registration Costs:				
Misc. Costs:				
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0		
Air Travel Costs:				
Hotel Costs:				
Per Diem Costs:				
Mileage or Car Rental Costs:				
Registration Costs:				
Misc. Costs:				
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)		\$0	\$0	\$0
SUPPLIES		\$0	\$0	\$0
CONTRACTUAL (list each Contract separately and provide a brief description)		\$0	\$0	\$0
Contract with () Company for \$ _____, for () services.				
Contract with () Company for \$ _____, for () services.				
Contract with () Company for \$ _____, for () services.				
OTHER		\$0	\$0	\$0
TOTAL DIRECT CHARGES			\$0	\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method			\$0	\$0
TOTAL BUDGET:			\$0	\$0
Date, Name and phone number of person who prepared budget				
NOTES:				
Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would computer to the sub-total column as \$50,000				
% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE				

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

- a. Reasonable program purposes, including personnel, travel, supplies, and services.
- b. To supplement but not supplant existing state or federal funds for activities described in the budget.
- c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

Subject to CDC grant requirements, funds may not be used for the following:

- a. Research.
- b. Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- c. The purchase of furniture or equipment - unless clearly identified in grant application.
- d. Reimbursement of pre-award costs (unless approved by CDC in writing).
- e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- f. 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 any legislative body.
- g. Construction or major renovations.
- h. Payment or reimbursement of backfilling costs for staff.
- i. Paying the salary of an individual at a rate in excess of Executive Level II or \$187,000.00 per year.
- j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- k. The purchase or support of animals for labs, including mice.
- l. The purchase of a house or other living quarter for those under quarantine.
- m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

* A fillable template is available from a HSPR REC

ATTACHMENT 3*

Incident/Exercise Summary Report

Notification			
Exercise: Due 30 Days Before Exercise Incident: Within 48 hours of notification of incident requiring a response			
Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant	Date(s) of LPHA Play:	Dates of Play
Scope	Type of Exercise/Event:	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise <input type="checkbox"/> Planned Event/Training
	Participating Organizations:	List all the names (if available) and agencies participating in your exercise	
	Duration:	How long will the exercise last? Or start/end time	Location
	Objectives:	List 1 to 3 SMART objectives	
	Primary Activities:	List primary activities to be conducted with this incident or exercise	
Design Team:	List people who are participating in designing the exercise by name, agency		
Point of Contact:	Typically, the PHEP Coordinator's name	LPHA or Tribe:	Agency Name
POC Email:	Enter POC's email address	Phone:	Phone
Capabilities Addressed			
BIOSURVEILLANCE <input type="checkbox"/> 12: Public Health Laboratory Testing <input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation COMMUNITY RESILIENCE <input type="checkbox"/> 1: Community Preparedness <input type="checkbox"/> 2: Community Recovery COUNTERMEASURES AND MITIGATION <input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration <input type="checkbox"/> 9: Medical Materiel Management and Distribution <input type="checkbox"/> 11: Nonpharmaceutical Interventions <input type="checkbox"/> 14: Responder Safety and Health		INCIDENT MANAGEMENT <input type="checkbox"/> 3: Emergency Operations Coordination INFORMATION MANAGEMENT <input type="checkbox"/> 4: Emergency Public Information and Warning <input type="checkbox"/> 6: Information Sharing SURGE MANAGEMENT <input type="checkbox"/> 5: Fatality Management <input type="checkbox"/> 7: Mass Care <input type="checkbox"/> 10: Medical Surge <input type="checkbox"/> 15: Volunteer Management	
After Action Report			
To be completed within 60 days of exercise or incident completion			
Strengths:	What were the strengths identified during this exercise or incident?		
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.		

Improvement Plan <i>To be completed with action review and submitted to liaison within 60 days of exercise or incident completion</i>					
Name of Event or Exercise		Name of Exercise or Incident	Date(s)	Date(s) of Exercise or Incident	
CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action	Timeframe	Date Completed	
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed	
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed	
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed	

References

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Program Element #13: Tobacco Prevention Education Program (TPEP)**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:
 - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
 - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
 - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
 - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and

nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry’s influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>											
Facilitation of Community Partnerships		*		X	X	X	X	X	X	X	

Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.
- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. **Performance Measures.**

If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services OHA Program Responsible for Program Element:

Public Health Division/Center for Health Prevention & Health Promotion/Maternal and Child Health Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V) to provide the following services:

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services; and
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).

If funds awarded for MCAH Services in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C, Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation’s mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon’s Title V MCH implementation guidance, and address Oregon’s Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, and for infants, children and adolescents.
- c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

3. **Alignment with Modernization Foundational Programs and Foundational.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventiv eservices Direct services	Leadership and organizationalcompetencies	Health equity and culturalresponsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness andResponse
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
(Component 1) Title V MCH Block Grant Services	*			X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services	*			X	X		X	X	X		X	
(Component 3) Oregon Mothers CareServices	*			X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services	*			X	X		X	X	X		X	

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not Applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not Applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **MCAH Title V CAH (PE42-11):**
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section 4(b)(3).
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).
 - (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).
 - (d) **MCAH Oregon Mother’s Care Title V (PE42-12):** Funds must be used for implementing OMC.
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.

- iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.
 - (f) **MCAH Family Connects Oregon General Funds (PE42-13 Family Connects Oregon):** Funds are limited to expenditures for Family Connects Oregon Home Visiting Services.
 - i. LPHA must submit a local program budget for OHA approval on a format and schedule to be determined by OHA
 - ii. Expenditures must be in accordance with the approved local program budget, modifications to the budget may only be made with OHA written approval.
- b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
 - (2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
 - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
 - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
 - (c) Plan to measure progress and outcomes of the Title V funded activities;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
 - (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

Oregon's current Title V MCH Block Grant Application including:

- (a) Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5-year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
- (b) Oregon's evidence-based/informed Title V strategies and measures
- (c) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

c. Perinatal, Child and Adolescent Health General Fund Preventive Health Services.

- (1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:
 - (a) Title V MCH Block Grant Services as described above.
 - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
 - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon Mothers Care (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, childcare health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

d. OMC Services. All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon Mothers Care Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.
- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
- (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:

- (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services); WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
- (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.
- (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
- (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) Staffing Requirements and Staff Qualifications
 - (a) Babies First!
 - i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Maternal and Child Health Section.
 - ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
 - iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
 - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
 - (b) Family Connects Oregon: LPHA must designate a staff member as its Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead. If

Family Connects Program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.

- (c) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.

(2) Activities and Services

- (a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
- (b) Family Connects Oregon: Services must be delivered in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.
- (c) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

- (3) Nursing Practice. All PHNs working in the Babies First!, Family Connects Oregon, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.
- (5) Newborn Nurse Home Visiting Medical Services: If the LPHA, as a provider of Medicaid services, chooses to bill for Newborn Nurse Home Visiting Medical Services, the LPHA must comply with the billing policy and codes in OAR 410-130-0605.
- (6) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.

Title V Block Grant Services

A report on the prior year's annual plan must be submitted by September 30 of every year.

If LPHA provides MCH PHN Home Visiting Services using these funds, see reporting obligations for MCH PHN Home Visiting services.

b. Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds

If LPHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting Services.

c. Reporting Obligations and Periodic Reporting Requirements for OMC Services. LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with funds provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership Services).

(1) For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.

(2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. Performance Measures.

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon's MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau.

Program Element #43: Immunization Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice, Immunization Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Immunization Services.

Routine immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization services funded under this Agreement include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to underserved populations that lack access to vaccination with an emphasis on ensuring equity in service delivery.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- f. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- g. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- h. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- i. **IQIP, Immunization Quality Improvement for Providers:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- j. **IRIS System:** An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and childcare site-specific data.
- k. **Oregon Vaccine Stewardship Statute:** State law requiring all State-Supplied Vaccine/IG providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and

- (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
 - l. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
 - m. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/Immune Globulin (IG). Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
 - n. **Section 317:** Section under the federal Public Health Services Act providing federal funding that provides no cost vaccines to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
 - o. **Service Area:** Geographic areas in Oregon served by immunization providers.
 - p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by OHA procured with federal and state funds.
 - q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
 - r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
 - s. **Vaccine Eligibility:** An individual’s eligibility for State Supplied Vaccine/IG based on insurance coverage for immunization.
 - t. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs.
 - u. **Vaccine Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal immunization requirements.
 - v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>								
<i>X = Other applicable foundational programs</i>													
Vaccines for Children Program Enrollment					*		X					X	
Oregon Vaccine Stewardship Statute					*	X							
Vaccine Management					*							X	
Billable Vaccine/IG					*		X						
Vaccine Administration					*							X	
Immunization Rates, Outreach and Education				*									
Tracking and Recall				*					X				
Surveillance of Vaccine-Preventable Diseases	*								X				
Adverse Events Following Immunizations					*								
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X				
School/Facility Immunization Law				*					X				

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. State-Supplied Vaccine Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine provider or VFC Provider to assure access to clinical immunization services in the jurisdiction.

If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.

- b. Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

c. Vaccine Management.

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.

d. Billable Vaccine/IG.

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

e. Vaccine Administration.

- (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Immunization Protocols.
- (2) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
 - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
 - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
 - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
 - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)

- (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system to record the actual publication date.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-health-public.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

f. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) Using a template provided by OHA and agreed upon by the Oregon Coalition of Local Health Officials (CLHO), LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.
- (3) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

g. Tracking and Recall.

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system or equivalent system compliant with the Clinical Decision Support for Immunization standards published by the CDC.
- (2) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

h. Surveillance of Vaccine-Preventable Diseases. LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

i. Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

j. Perinatal Hepatitis B Prevention, Screening and Documentation

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

k. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at https://www.oregonlegislature.gov/bills_laws/ors/ors433.html and Oregon Administrative Rules 333-050-0140, available for review at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265.
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities and can confirm receipt of materials
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

l. Affordable Care Act Grants/Prevention and Public Health Project Grants

If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. LPHA will submit an annual outreach workplan using a template provided by OHA and approved by CLHO.
- b. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- c. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

7. **Performance Measures.**

- a. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually, LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA’s post-vaccination serology rate is lower than 90%, LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- c. LPHA must complete data entry into the IRIS system of 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children’s facilities within 21 days of the annual exclusion day and of exclusion orders 14 days prior to the exclusion day (excluding exclusion orders generated through a system other than IRIS). LPHA must follow the noncompliance steps outlined in OAR 333-050-0095 with any school or facility that does not submit a Primary Review Summary report.

Attachment 1

OREGON'S IMMUNIZATION BILLING STANDARDS

Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- Determine vaccine administration fees based on the actual cost of service and document how fees were determined. For a fee calculator, see

<https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINES/IMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/VFC/Documents/BillVacAdminCostFull.xlsm>.

- Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- Develop immunization billing policies and procedures that address:
 - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
 - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Conduct regular quality assurance measures to ensure costs related to LPHA’s immunization services are being covered
- Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

Program Element #44: School-Based Health Centers (SBHC)

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2019 Oregon Healthy Teens Survey, approximately 66% of 11th graders and 63% of 8th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- 2. Definitions Specific to School-Based Health Centers.**

Biennium: June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center (“SBHC”): has the meaning given the term in ORS 413.225

SBHC Standards for Certification: In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Compliance of SBHC Standards for Certification	X	X		X	*	X	X	X	X	X		
Planning Grant for SBHCs				*		X	X	X		X		
Mental Health Expansion Grants		X		X	*	X	X	X	X	X		

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

- Communicable Disease Control – Gonorrhea rates; and
- Access to Clinical Preventive Services – Effective Contraceptive Use.

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- All SBHC Services must be delivered in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.
- LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction

meets SBHC Certification Requirements as set forth in OAR 333-028-0220.

- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA’s certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in strategic planning for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive either of the following SBHC Planning Grants:

(1) Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the 2021-2023 Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition, each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified by June 30, 2023 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advanced Phase Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan’s target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Mental Health Expansion Grants.

- (1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:

- (a) Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and/or
 - (b) Supporting mental health projects (as defined by grant proposal) within the SBHC system
 - (2) LPHA must provide services that are culturally and linguistically appropriate to their target population
- h. This Section 4.h. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for School-Linked Telehealth Projects. The following terms and conditions apply if the OHA selects a LPHA to receive a School-Linked Telehealth Project Grant:
 - (1) SBHC must be the distant site (where the provider is located) that provides telehealth in conjunction with a school nurse at the originating site (where the patient is receiving the telehealth service) as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
 - (2) Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
 - (a) Supporting staffing, purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
 - (b) Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.
 - (3) LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the SPO.
 - (4) **Reporting**
 - (a) LPHA must submit a workplan providing an overview of planning and implementation activities and a tentative timeline for their completion no later than June 1, 2022.
 - (b) LPHA must submit results of planning activities, youth engagement, resource mapping and process developments on an ongoing basis but no later than May 1, 2023.
 - (c) LPHA must submit a final report no later than May 1, 2023. SPO will provide additional reporting guidance in early Spring 2023.
- i. This Section 4.i. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these funding opportunities become available.
 - (1) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.
 - (2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.
- h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in an evaluation for their support project in collaboration with the SPO.
- j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. **Performance Measures.**

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30).

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetics & Reproductive Health Section

- Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below.

Funds provided through this Program Element support LPHA’s efforts in developing and sustaining community-wide partnerships and assurance of access to culturally responsive, high-quality, and evidence-based reproductive health services.

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- Definitions Specific to Reproductive Health.**

Not applicable.

- Program with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

- Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component						
Partnerships and Community Engagement				*		X	X	X	X		

Gaps and Barriers to RH Services		X		*			X	X	X			
Programmatic and/or Policy Solutions		X		*			X	X		X	X	

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not Applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not Applicable

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).

b. LPHA must develop and engage in activities as described in its Local Program Plan as follows:

(1) The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.

(2) The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community

(3) The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.

(4) The Local Program Plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions

(5) The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.

(6) OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.

c. LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

LPHA must provide an annual plan and budget; a mid-year progress report; and a final report with documentation.

7. **Performance Measures.**

Not applicable

Attachment 1

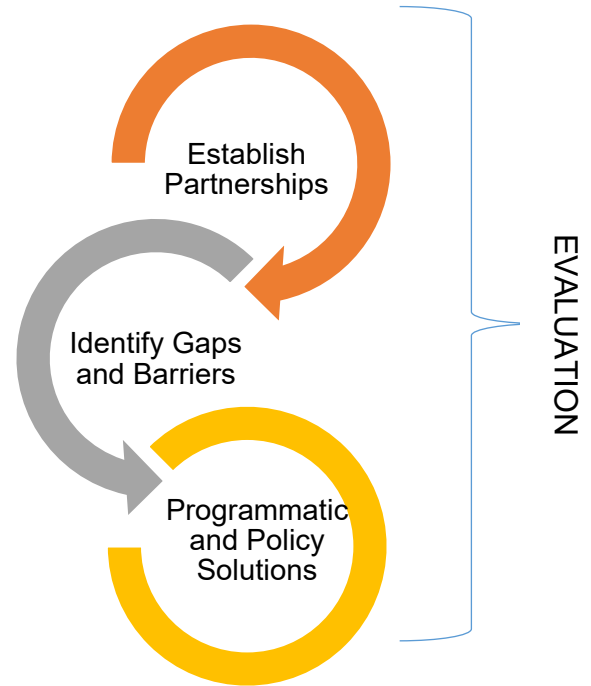
**Reproductive Health Program – FY 24 Local Program Plan Guidance
Community Partnerships and Assurance of Access to Reproductive Health Services**

Vision: Oregonians have access to comprehensive, culturally responsive, high-quality, and evidence-based reproductive health (RH) services in their surrounding community.

PE46 Goal: Assure access to RH services in your county through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions.

Instructions

LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. Using the PE 46 Workplan Template, LPHAs must identify at least one objective, with supporting activities, for Program Component 1: Partnerships and Community Engagement. LPHAs that have well established partnerships (i.e. long-standing partnerships, coalition, or workgroup) are encouraged to identify one additional component (2 or 3) and associated objective(s) and activities based on previous PE46 work and current situation. Evaluation should be integrated within each component. LPHAs will develop and track outputs and expected outcomes within their workplan.



The intent is for an LPHA to move to the next component on the continuum each year. However, it is understood that the work may not necessarily be linear and one may need to circle back to an earlier step.

Program Component 1: Partnerships and Community Engagement

Partnerships and community engagement are at the core of PE46. Through these relationships, the LPHA and your partners will develop and implement a PE46 plan that includes assessment of gaps and barriers, policy and/or programmatic activities to address identified gaps and barriers, and an evaluation of such changes. There should be shared understanding of the goal and expected outcomes of the partnerships. While formal agreements are not required, they may be beneficial to ensure buy-in and continued participation in your efforts.

Partnerships with other health care providers and/or RHCare agencies is highly encouraged. In addition, consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few.

Consider convening a reproductive and sexual health workgroup/coalition or work with already established groups focused on improving quality of life/health disparities/inequities for the populations you are trying to serve. When working with an already established group, ensure their already established goals align with and are beneficial to the goal of increasing access to reproductive health. Work together to integrate reproductive health into work plans, meeting agendas, etc.

Think about inviting and engaging community members, the populations you are trying to serve, to be partners. This could be in the form of a community advisory board or youth advisory council.

Program Component 1 – Example Objectives:

- Create and/or sustain a reproductive health coalition with ___ (#) of community partners that meet quarterly.
- Formally integrate PE46 goals into _____ Meeting (name of already existing committee, coalition, or task force) by _____ (date).
- Identify and meet with ___ (#) new community partners to discuss your goals and how a partnership will benefit each other by ___ (date).
- Create partnership agreements with ___ (#) community providers/organizations identifying roles and areas of collaboration by ___ (date).

Program Component 2: Gaps and Barriers to RH Services

In collaboration with your community partners established in Component 1, identify barriers to access and gaps in RH services. This can be done through formal community needs assessments, surveys, focus groups, key informant interviews, etc. Consider what types of community and/or health assessments are already taking place in your community. There may be opportunities to add questions or input to gather specific information related to RH services. If you are trying to better understand a specific population in your community, work with a community-based organization who is already serving them and consult with them on the best way to learn more about their RH needs and barriers to service. This could be done through focus groups or surveys on a smaller scale to better understand their needs. When considering who to assess, go beyond your current clientele to better understand why community members are not accessing services.

Program Component 2 - Example Objectives:

- Develop and conduct ___ (#) surveys among youth ages 12-18 to assess need for and barriers to RH services in Quarter 2 and 3 of FY24.
- Develop an interview guide for key informant interviews by ___ (date).
 - Conduct ___ (#) of key informant issues in Quarter 2.
- Share assessment results through ___ (#) community listening sessions in Quarter 4.
- Analyze and develop a written assessment report based on survey results by the end of Quarter 4.
- Develop an online dashboard to highlight assessment results by the end of FY24.
- Prioritize assessments results for development of programmatic or policy solutions by the end of Quarter 4.

Program Component 3: Programmatic and/or Policy Solutions

The programmatic and/or policy solutions should be developed in response to the identified gaps and/or barriers found under Program Component 2. In collaboration with your community partners, develop and implement ideas on how to overcome those gaps and barriers.

Program Component 3 - Example Objectives:

- In conjunction with community partners, review assessment findings and develop ___ (#) programmatic or policy solutions by _____ (date).
- In Quarter 3 of FY24, host ___ (#) community listening and/or planning sessions to develop program or policy solutions.
- Implement ___ (#) programmatic and/or policy solutions based on assessment results by the end of FY24.
- Develop outcome measures to determine success of _____ (solution) by the end of Quarter 1.
- Analyze outcome measures of _____ (solution) by the end of Quarter 4.

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY
Program Element #46
Reproductive Health Program

Fiscal Year: _____

Organization Name: _____

Budget period From: _____ To: _____

Do not include any expenses included in the provision of clinical services

Budget			
Categories	OHA/PHD (PE46)	Non-OHA/PHD (In Kind)	Total PE 46 Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts Describe:			\$ -
Travel Describe:			\$ -
Supplies Describe:			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other Describe:			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
TOTAL Budget	\$ -	\$ -	\$ -

Prepared by (print name)

 Email

 Telephone

Program Element #51: Public Health Modernization

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization.

Section 1: LPHA Leadership, Governance and Implementation

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 2: Regional Public Health Service Delivery

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 3: COVID-19 Public Health Workforce

Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

Section 4: Public Health Infrastructure: Workforce

- a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs
- b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Public Health Modernization

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system’s core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities. The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. Foundational Programs and Capabilities (As specified in the Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs					X = Foundational Capabilities that align with each component						

Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*		X			X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	*		X				X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	*		X			X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	*		X				X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	*					X	X	X	X			X

b. Public Health Accountability Outcome Metrics:

Not applicable

c. Public Health Accountability Process Measures:

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

Requirements that apply to Section 1 and Section 2 funding:

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority's and the public health system's goals for achieving health equity.
- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation

Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.

Requirements that apply to Section 2: Regional Public Health Service Delivery

- a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

Requirements that apply to Section 3: COVID-19 Public Health Workforce

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 10% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

Requirements that apply to Section 4: Public Health Infrastructure: Workforce

- a. Implement at least one of the following activities:
 - (1) Implement strategies and activities to recruit, hire and retain a diverse public health workforce that reflects the communities served by the LPHA.
 - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in foundational capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
 - (3) Support and retain public health staff through systems development and improvements.
 - (4) Support and retain public health staff through workforce training and development.
 - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.
 - (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs.
 - (7) Perform other related activities as approved by OHA in section b., below.
- b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- c. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- d. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- e. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- f. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

Appendix A

The table below lists the goals and requirements that LPHAs will work toward with 2021-23 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure. • LPHA will demonstrate strategies toward local or regional reductions in inequities across populations. <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable) <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable) <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p>Leadership and Organizational Competencies</p> <ul style="list-style-type: none"> • LPHA will participate in public health modernization learning collaboratives. • LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure. <p>Health Equity and Cultural Responsiveness</p> <ul style="list-style-type: none"> • LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)

Assessment and Epidemiology

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. **Financial Assistance Award.**
2. **Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
3. **Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD (FY24)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	2) Issue Date Saturday, July 1, 2023	This Action Award
		FY 2024
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$0.00	\$3,806.25	\$3,806.25
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$0.00	\$47,266.00	\$47,266.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$16,802.75	\$16,802.75
PE13	Tobacco Prevention and Education Program (TPEP)	\$0.00	\$2,750.00	\$2,750.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$1,875.00	\$1,875.00
PE42-04	MCAH Babies First! General Funds	\$0.00	\$5,996.00	\$5,996.00
PE42-06	MCAH General Funds & Title XIX	\$0.00	\$3,520.00	\$3,520.00
PE42-11	MCAH Title V	\$0.00	\$18,282.00	\$18,282.00
PE42-12	MCAH Oregon Mothers Care Title V	\$0.00	\$2,581.00	\$2,581.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$8,410.00	\$8,410.00
PE44-01	SBHC Base	\$0.00	\$60,000.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$0.00	\$40,000.00	\$40,000.00
PE46-05	RH Community Participation & Assurance of Access (to be inactivated upon SFY23 close)	\$0.00	\$13,670.13	\$13,670.13
PE51-01	LPHA Leadership, Governance and Program Implementation	\$0.00	\$27,047.23	\$27,047.23
		\$0.00	\$253,524.18	\$253,524.18

5) Foot Notes:	
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	4.2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.

6) Comments:	
PE01-01	4/2022: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	SFY24 Award funding for first 3 months only
PE13	7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE51-01	4/2023: SFY24 Funding Available 7/1/23-9/30/23 Only

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs)

OREGON HEALTH AUTHORITY PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT										
EMAIL TO: OHA-PHD.ExpendRevReport@dhs.oha.state.or.us										
Agency: [Enter your agency name]										
Program: [Enter the Program Element Number / Sub Element and Title]										
Fiscal Year: July 1, [start year] to June 30, [end year]										
BREAKDOWN BY FISCAL YEAR QUARTER										
REVENUE	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A. PROGRAM INCOME/REVENUE	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
1. Revenue from Fees	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
2. Donations	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
3. 3rd Party Insurance	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
4. Other Program Revenue	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL PROGRAM INCOME	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -
5. Other Local Funds (Identify)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
5a.	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
5b.	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
6. Medicaid/OHP	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
7. Volunteer and In-Kind (estimate value)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
8. Other (Specify)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
9. Other (Specify)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
10 Other (Specify)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	-----
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B. EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1. Personal Services (Salaries and Benefits)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
2b. Travel & Training	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
2c. General Supplies	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
2d. Medical Supplies	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
4. Indirect Cost (\$)	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
4a. Indirect Rate (____%)	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -
TOTAL REIMBURSABLE EXPENDITURES	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -
Check Box if amounts have been revised since report previously submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.										
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**										
C. CATEGORY	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
1. Client Services	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
2. Nutrition Services	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
3. Breastfeeding Promotion	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
4. General Administration	-----	-----	-----	-----	-----	-----	-----	-----	\$ -	\$ -
TOTAL WIC PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. CERTIFICATE										
I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)										
PREPARED BY	PHONE				AUTHORIZED AGENT SIGNATURE				DATE	

Form Number 23-152

Revised July 2021

TITLE OF FORM: **OHA Public Health Division Expenditure and Revenue Report**
FORM NUMBER: **23-152 (Instructions)**

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsoha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due 30 days following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. Any expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made, or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title,** and **Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue is not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225_Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.

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Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of

facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 "New Award Balance"** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.

- e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Footnotes" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.
- g. **Item 7 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 "Program"** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 "Prog Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g., certain Oregon counties that agree to engage in this activity.)
- a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
- b. LPHA Enforcement Functions.** LPHA shall assume the following enforcement functions:
- (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
- c. LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.
- d. OHA Responsibilities.** OHA shall:
- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA 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. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
 - (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.
 - b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.
3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:
- (1) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
 - (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.
 - (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
 - (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Financial Assistance.**

- (1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in “Recover of Underexpenditure or Overexpenditure” below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in “Recover of Misexpenditure” below.
- (2) **Recovery of Underexpenditure or Overexpenditure.**
 - (a) **LPHA’s Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.
 - (b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA 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. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover from Future Payments” below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
 - (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to “Appeal Process” above), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA’s request for

alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA must appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
 - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with

LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA 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. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery from Future Payments” below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. 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 LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA 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. If LPHA so requests that OHA 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 LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA 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 U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, 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, LPHA shall repay to OHA the amount of the

noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** 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 LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA 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 LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA 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 OHA nevertheless appeals, LPHA shall repay to OHA 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 OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

 - I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
 - II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The 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 OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA 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. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA 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.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the

deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the

Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, 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 under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.
5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
 - a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled “Oregon Health Authority, Public Health Division Expenditure and Revenue Report.”

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA’s use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA’s, as well as any of LPHA’s Subcontractors’ and sub recipients’, administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter’s expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA’s obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 “Termination” or (c) termination by LPHA, in accordance with Exhibit F, Section 8 “Termination” , of LPHA’s obligation to include that Program Element in its public health program.
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA’s service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA’s obligations under this Agreement with respect to financial assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

- 11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.
- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA 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 Section 1 of this Exhibit E.
- 14. 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 item. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage devices that will contain Client information.
 - (6) Storage devices that will not contain Client information when the acquisition cost is \$100 or more
 - (7) Software when the acquisition cost is \$100 or more
- b.** For any Equipment purchased with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
 - (2) serial number;
 - (3) source of funding for the Equipment (including the FAIN);
 - (4) who holds title;
 - (5) where Equipment was purchased;
 - (6) acquisition cost and date
 - (7) percentage of federal participation in cost;
 - (8) location, use and condition of the Equipment; and
 - (9) any ultimate disposition data including the date of disposal and sale price of the Equipment
- c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. Funds from this Agreement 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 OHA's written, or e-mail approval provided authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
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 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.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; 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 delivery of Program Element services. 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 LPHA and OHA, that employ subject workers who provide Program Element 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.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA 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.** LPHA represents and warrants as follows:

 - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA 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 LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (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 LPHA’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 LPHA is a party or by which LPHA 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 LPHA of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, 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) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA 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 OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (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; 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 OHA is a party or by which OHA 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 OHA 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 OHA and constitutes a legal, valid and binding obligation of OHA, 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.

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this 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 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

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

6. LPHA Default. LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or 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 as 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 Bankruptcy Code; 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 LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA 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 days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA 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 OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.
8. **Termination.**
- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
 - (4) Immediately upon written notice to OHA, 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 LPHA no longer has the authority to meet its obligations under this Agreement.
 - b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:
 - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA 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 LPHA 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 OHA no longer has the authority to

meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and

necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
 - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
 - e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, 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 LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement

Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.
13. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. 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. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
14. **Assignment of Agreement, Successors in Interest.**
- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
15. **No Third-Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. 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 this Agreement did not contain the term or provision held to be invalid.
- 18. 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, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E03
Salem, Oregon 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

COUNTY: Morrow County
Attn: Robin Canaday
110 N Court Street
Heppner, Oregon 97836
Telephone: (541) 676-5421
Email: rcanaday@co.morrow.or.us

- 19. 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.
- 20. 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.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.
- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LPHA 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 LPHA'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.

- 24. Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, 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 LPHA's subcontractors 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 all Claims.

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, 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.** LPHA 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 Program Element Services. Without limiting the generality of the foregoing, LPHA 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 this 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 Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA 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 U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA 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 OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA 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.** LPHA 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 LPHA certifies, to the best of the LPHA's knowledge and belief that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, 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 LPHA shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
 - c. The LPHA 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 Section 1352, Title 31 of the U.S. Code. 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 LPHA 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.
 - f. No part of any federal funds paid to LPHA 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 LPHA 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA 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.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA 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 Non-procurement 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.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA 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 LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA'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; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) 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) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA'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 LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA 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 (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA 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. Section 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. Section 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 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 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. LPHA shall acknowledge LPHA'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 agreement) 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, Subcontractors 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. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) 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 delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA 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.
14. **Disclosure.**
 - a. 42 CFR 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. 42 CFR 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. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who 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.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
 Office of the Inspector General
 Attn: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Ave, SW
 Cohen Building, Room 5527
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

- 15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
 - c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, 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 Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
 - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. **Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. Compliance with Law. Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) 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 delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, 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. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 5. Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:
- a. An established process and time frame for filing an employee grievance.
 - b. An established hearing and appeal process.
 - c. A requirement for maintaining adequate records and employee confidentiality.
 - d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

- 6. Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
- 7. Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, 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 the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.
- 8. Required Subcontractor Insurance Language.**
- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
 - b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall 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 Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“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 all Claims.
- 9. Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS**

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA 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 LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

Required by OHA **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. **COMMERCIAL GENERAL LIABILITY**

Required by OHA **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.

\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

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

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

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

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

EXHIBIT J

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-12 ACDP Infection Prevention Training	
Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/1/2019-07/31/2020
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity
Total Federal Award:	98,897,708.00
Project Description:	Epidemiology & Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	16.41%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$1,517.82	\$1,517.82

PE10-02 Sexually Transmitted Disease (STD)			
Federal Award Identification Number:	State Funds	NH25PS005149	NH25PS005149
Federal Award Date:		01/27/23	
Budget Performance Period:		01/01/2019-12/31/2023	01/01/2023-12/31/2023
Awarding Agency:		CDC	CDC
CFDA Number:		93.977	93.977
CFDA Name:		Preventive Health Services - Sexually Transmitted Diseases Control Grants	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:		492,519.81	2340700
Project Description:		STD Prevention & Control	STD Prevention & Control
Awarding Official:		Cassandra Davis	Cassandra Davis
Indirect Cost Rate:		18.06	18.06
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	53334	53192	53242
Index:	50403	50403	50403

Agency	UEI	Amount	Amount	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$0.00	\$23,633.00	\$23,633.00	\$47,266.00

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	
Budget Performance Period:	TBD
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8,439,412
Project Description:	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50407

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$16,802.75	\$16,802.75

PE42-11 MCAH Title V

Federal Award Identification Number:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50336

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$18,282.00	\$18,282.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022-09/30/2024
Awarding Agency:	
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	TBD
Index:	50336

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$2,581.00	\$2,581.00

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	7,770,374
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	18.06%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50404

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$8,410.00	\$8,410.00

PE46-05 RH Community Participation & Assurance of Access

Federal Award Identification:	FPHPA006556	FPHPA006556
Federal Award Date:	03/18/23	
Budget Performance Period:	04/01/2023-03/31/2024	04/01/2024-03/31/2025
Awarding Agency:	DHHS	DHHS
CFDA Number:	93.217	93.217
CFDA Name:	Family Planning Services	Family Planning Services
Total Federal Award:	23,346,632.00	13,168,883
Project Description:	Oregon Reproductive Health Program	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed	Tisha Reed
Indirect Cost Rate:	18.06%	17.64%
Research and Development	FALSE	FALSE
HIPPA	No	No
PCA:	52792	TBD
Index:	50333	50333

Agency	UEI	Amount	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$10,252.60	\$3,417.53	\$13,670.13



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

(For BOC Use)
Item #
49

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

Presenter at BOC: Roberta Vanderwall
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 6/14/2023
Requested Agenda Date: 6/21/2023

Amendments #1 and #2 to Community Counseling Solutions, Inc. Contract

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: Community Xounawlinf Aoluriona, Inc.
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97232
Effective Dates - From: January 2023 Through: 1 December 31, 2023
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 6/14/2023 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Contract with Community Counseling Solutions, Inc. expired December 31, 2022. Amendment #1 renews the contract through June 30, 2023. Amendment #2, amends the contracts expiration date to December 31, 2023, which correlates with the ending date of the OHA contract.

2. FISCAL IMPACT:

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

Motion to approve Amendments #1 and #2, extending the expiration date of the Community Counseling Solutions to correlate with the expiration date of the OHA contract.

Attach additional background documentation as needed.

**AMENDMENT #1 TO CONTRACT BETWEEN
MORROW COUNTY AND COMMUNITY COUNSELING SOLUTIONS, INC.**

This contract extension agreement is 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, said contract expired on December 31, 2022; and

WHEREAS, County was awaiting the Oregon Health Authority (OHA) 2022-2023 Mental Health Services contract; and

WHEREAS, OHA alternatively issued Amendment 6 to OHA 2022 Intergovernmental Agreement #173145 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, which extended the agreement to June 30, 2023; and

WHEREAS, on April 17, 2023 the OHA contract was signed, extending the effective date to June 30, 2023; now therefore;

IT IS HEREBY AGREED by and between the parties above mentioned as follows:

- "Contract Between Morrow County and Community Counseling Solutions, Inc." shall be extended until OHA Agreement #173145 expires.
- The effective date of this extension is June 30, 2023.

PROVIDER

COMMUNITY COUNSELING SOLUTIONS, INC.

Date: June 16, 2023



Kimberly Lindsay, Executive Director

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

David Sykes, Chair

Approved as to Form:

Jeff Wenzholz, Commissioner

County Counsel

Roy Drago Jr., Commissioner

**AMENDMENT #2 TO CONTRACT BETWEEN
MORROW COUNTY AND COMMUNITY COUNSELING SOLUTIONS, INC.**

This contract extension agreement is 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, said contract expired on December 31, 2022; and

WHEREAS, County was awaiting the Oregon Health Authority (OHA) 2022-2023 Mental Health Services contract; and

WHEREAS, OHA alternatively issued Amendment 6 to OHA 2022 Intergovernmental Agreement #173145 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, which extended the agreement to June 30, 2023; and

WHEREAS, OHA has made the decision to extend all County Financial Assistance Agreements (CFAAs) six months, through December 31, 2023; now therefore;

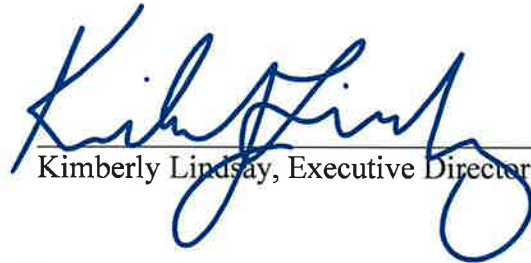
IT IS HEREBY AGREED by and between the parties above mentioned as follows:

- "Amendment 2 to Contract Between Morrow County and Community Counseling Solution, Inc." (Attachment 1), shall be extended until OHA IGA #173145 expires.
- The effective date of this extension is December 31, 2023.

PROVIDER

COMMUNITY COUNSELING SOLUTIONS, INC.

Date: June 16, 2023



Kimberly Lindsay, Executive Director

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

David Sykes, Chair

Approved as to Form:

Jeff Wenholz, Commissioner

County Counsel

Roy Drago Jr., Commissioner



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

(For BOC Use)
Item #
5

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

Presenter at BOC: Kevin C. Ince, Finance Director
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 10, 2023
Requested Agenda Date: June 21, 2023

FY2022-2023 Supplemental Budget; Resolution No. R-2023-13

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Signature: Kevin C. Ince, June 10, 2023, Department Director, Required for all BOC meetings
County Administrator, Required for all BOC meetings
County Council, *Required for all legal documents
Finance Office, *Required for all contracts; other items as appropriate.
Human Resources, *If appropriate

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

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

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

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

This is a recommendation to adjust appropriations for the FY2022-2023 Morrow County Budget. A summary of the changes follows this agenda cover sheet.

2. FISCAL IMPACT:

\$811,928 increase in FY2022-2023 Budget Resources & Requirements

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

Motion to approve resolution R-2023-13 to adopt the supplemental budget and adjust appropriations as recommended for the fiscal year beginning July 1, 2022.

AND

Motion to approve the recommended supplemental payment towards to Morrow County defined benefit pension plan as recommended.

Attach additional background documentation as needed.

Summary of proposed supplemental budget changes:

General Fund Departments	Adjustment Explanation
Administrative Services	Increase in personnel services expenditures and reduction in general fund contingency
Treasurer	Increase in personnel services expenditures
Clerk's Office	Increase in personnel services expenditures, Increase in special payments and reduction in general fund contingency
Veteran's Services	Increase in personnel services expenditures and reduction in general fund contingency
Justice Court	Increase in personnel services expenditures and reduction in general fund contingency
District Attorney	Increase in personnel services expenditures and reduction in general fund contingency
Juvenile Department	Increase in materials and services due to additional grant funding received and increase in departmental revenue
Sheriff Department	Increase in capital outlay and materials and services due to unforeseen expenditures, increase in special payments, and reduction in general fund contingency
North Transfer Station	Increase in personnel services expenditures and reduction in general fund contingency
Solid Waste Transfer Station	Increase in personnel services expenditures and materials and services due to unforeseen circumstances and reduction in general fund contingency
Information Technology	Increase in materials and services expenditures due to unforeseen circumstances and reduction in general fund contingency
Weed Department	Increase in personnel services expenditures and reduction in general fund contingency

Other Funds	Adjustment Explanation
911 Emergency Fund	Increase in personnel services expenditures and reduction in operating contingency
County School Fund	Increase in special payments and increase in fund revenue.
Victim/Witness Advocate	Increase in personnel services expenditures and decrease in materials and services.
Willow Creek Wind Fees	Increase in special payments and interfund transfers due to increase in revenue
Justice Court Bails/Fines	Increase in materials & services and decrease in special payments
Parks Fund	Increase in capital outlay, materials and services and personnel services with a decrease in operating contingency
Shepherds Flatt Fees	Increase in special payments due to increase in revenue
5310 FTA Grant Fund	Increase in personnel services and decrease in operating contingency
PGE Carty	Increase in special payments and decrease in interfund transfers
Wheatridge Wind Fees Fund	Increase in personnel services, beginning balance and fund revenues. Fund has a \$685,377 surplus currently and the increase in personnel services reflects a recommended supplemental payment of \$685,377 to the County Defined Benefit Pension Plan.

SUMMARY OF SUPPLEMENTAL BUDGET

GENERAL FUND	Current Appropriations	Increase (Decrease)	Amended Budget
Requirements			
Administrative Services	\$ 748,416	\$ 49,000	\$ 797,416
Treasurer	\$ 137,565	\$ 3,000	\$ 140,565
County Clerk	\$ 376,074	\$ 11,000	\$ 387,074
Veteran's Services	\$ 119,954	\$ 2,000	\$ 121,954
Justice Court	\$ 343,083	\$ 18,000	\$ 361,083
District Attorney	\$ 439,246	\$ 10,000	\$ 449,246
Juvenile Dept (Expenditures)	\$ 410,074	\$ 31,000	\$ 441,074
Sheriff's Department	\$ 4,681,053	\$ 45,291	\$ 4,726,344
North Transfer Station	\$ 64,250	\$ 4,000	\$ 68,250
Solid Waste Transfer Station	\$ 163,206	\$ 19,000	\$ 182,206
Information Technology	\$ 355,500	\$ 15,425	\$ 370,925
Weed Department	\$ 142,668	\$ 21,000	\$ 163,668
Non-Dept Materials & Services	\$ 871,650	\$ 805,000	\$ 1,676,650
Non-Dept Special Payments	\$ 1,924,437	\$ (805,000)	\$ 1,119,437
Contingency	\$ 4,062,202	\$ (197,716)	\$ 3,864,486
Total Increase/(Decrease) General Fund	\$ 14,839,378	\$ 31,000	\$ 14,870,378
Total Fund Requirements	\$ 28,064,747	\$ 31,000	\$ 28,095,747
Resources			
Juvenile Dept Grant Revenue	\$ 68,950	\$ 31,000	\$ 99,950
Total Increase/(Decrease) General Fund	\$ 68,950	\$ 31,000	\$ 99,950
Total Fund Resources	\$ 28,064,747	\$ 31,000	\$ 28,095,747

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

911 EMERGENCY FUND

Requirements			
Personnel Services	\$ 302,717	\$ 15,136	\$ 317,853
Contingency	\$ 323,331	\$ (15,136)	\$ 308,195
Total Increase/(Decrease)	\$ 626,048	\$ -	\$ 626,048
Total Fund Resources & Requirements	\$ 996,448	\$ -	\$ 996,448

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

COUNTY SCHOOL FUND

Requirements			
Special Payments	\$ 201,350	\$ 53,341	\$ 254,691
Total Increase/(Decrease)	\$ 201,350	\$ 53,341	\$ 254,691
Resources			
Revenue	\$ 201,350	\$ 53,341	\$ 254,691
Total Increase/(Decrease)	\$ 201,350	\$ 53,341	\$ 254,691
Total Fund Resources & Requirements	\$ 201,350	\$ 53,341	\$ 254,691

SUMMARY OF SUPPLEMENTAL BUDGET

	Current Appropriations	Increase (Decrease)	Amended Budget
Reason: Condition not know at the time that budget was prepared requires a change in financial planning			

VICITIM/WITNESS ASSISTANCE FUND

Requirements			
Personnel Services	\$ 94,211	\$ 5,000	\$ 99,211
Materials & Services	\$ 19,527	\$ (5,000)	\$ 14,527
Total Increase/(Decrease)	\$ 113,738	\$ -	\$ 113,738
Total Fund Resources & Requirements	\$ 129,082	\$ -	\$ 129,082

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

WILLOW CREEK WIND FEES

Requirements			
Special Payments	\$ 45,000	\$ 40,580	\$ 85,580
Interfund Transfers	\$ 46,000	\$ 1,630	\$ 47,630
Total Increase/(Decrease)	\$ 91,000	\$ 42,210	\$ 133,210
Resources			
Revenue	\$ 91,000	\$ 42,210	\$ 133,210
Total Increase/(Decrease)	\$ 91,000	\$ 42,210	\$ 133,210
Total Fund Resources & Requirements	\$ 91,000	\$ 42,210	\$ 133,210

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

JUSTICE COURT BAILS/FINES

Requirements			
Materials & Services	\$ -	\$ 6,400	\$ 6,400
Special Payments	\$ 540,000	\$ (6,400)	\$ 533,600
Total Increase/(Decrease)	\$ 540,000	\$ -	\$ 540,000
Total Fund Resources & Requirements	\$ 540,000	\$ -	\$ 540,000

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

PARK FUND

Requirements			
Capital Outlay	\$ 10,000	\$ 5,000	\$ 15,000
Materials & Services	\$ 354,241	\$ 17,710	\$ 371,951
Personnel Services	\$ 285,976	\$ 19,000	\$ 304,976
Operating Contingency	\$ 190,493	\$ (41,710)	\$ 148,783
Total Increase/(Decrease)	\$ 364,241	\$ -	\$ 386,951
Total Fund Resources & Requirements	\$ 937,500	\$ -	\$ 937,500

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

SUMMARY OF SUPPLEMENTAL BUDGET

	<u>Current Appropriations</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
5310 - FTA GRANT FUND			
Requirements			
Personnel Services	\$ 97,604	\$ 16,000	\$ 113,604
Operating Contingency	\$ 318,679	\$ (16,000)	\$ 302,679
Total Increase/(Decrease)	\$ 416,283	\$ -	\$ 416,283
Total Fund Resources & Requirements	\$ 1,054,777	\$ -	\$ 1,054,777

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

COMMUNITY CORRECTIONS

Requirements			
Personnel Services	\$ 486,733	\$ 46,000	\$ 532,733
Operating Contingency	\$ 78,505	\$ (46,000)	\$ 32,505
Total Increase/(Decrease)	\$ 565,238	\$ -	\$ 565,238
Total Fund Resources & Requirements	\$ 840,100	\$ -	\$ 840,100

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

PGE CARTY

Requirements			
Interfund Transfers	\$ 3,003,500	\$ (192,550)	\$ 2,810,950
Special Payments	\$ 500,000	\$ 192,550	\$ 692,550
Total Increase/(Decrease)	\$ 3,503,500	\$ -	\$ 3,503,500
Total Fund Resources & Requirements	\$ 3,503,500	\$ -	\$ 3,503,500

Reason: Condition not know at the time that budget was prepared requires a change in financial planning

WHEATRIDGE WIND FEES FUND

Requirements			
Personnel Services	\$ -	\$ 685,377	\$ 685,377
Total Increase/(Decrease)	\$ -	\$ 685,377	\$ 685,377
Resources			
Revenue	\$ 2,430,000	\$ 106,266	\$ 2,536,266
Beginning Balance	\$ -	\$ 579,111	\$ 579,111
Total Increase/(Decrease) General Fund	\$ 2,430,000	\$ 685,377	\$ 3,115,377
Total Fund Resources & Requirements	\$ 2,430,000	\$ 685,377	\$ 3,115,377

Reason: Unexpected surplus in fund being utilized to make a supplemental payment towards the County Pension Liability

Total APPROPRIATIONS, All Funds	\$ 84,981,452
Total Unappropriated and Reserve Amounts, All Funds	9,304,755
Total Budget	\$ 94,286,207



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

(For BOC Use)
Item #
6

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

Presenter at BOC: Kevin C. Ince
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: June 7, 2023
Requested Agenda Date: June 21, 2023

Resolution No. R-2023-14: Adopting the FY2023-2024 Budget, Making Appropriations, and
Imposing and Categorizing Taxes

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: 5-10 Minutes
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other Public Budget Hearing

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Kevin C. Ince June 7, 2023 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Kevin C. Ince June 7, 2023 Finance Office *Required for all contracts; other
items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Attached to this cover sheet is the resolution (R-2023-14) adopting the budget that was approved by the Budget Committee, and imposing and categorizing taxes for Fiscal Year 2023-2024.

2. FISCAL IMPACT:

\$91,454,508

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

Move to approve resolution R-2023-14 adopting the approved budget for FY2023-2024, making appropriations, imposing and categorizing the taxes.

Attach additional background documentation as needed.

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Morrow County Board of Commissioners (governing body) will be held on June 21, 2023 at 9:00 am at the Morrow County Government Center, Don Adams Conference Room, 215 NE Main Avenue, Irrigon, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2023 as approved by the Morrow County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Morrow County Bartholomew Building located at 110 N. Court St. Heppner, OR between the hours of 8:00 a.m. and 5:00 p.m. or online at www.co.morrow.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Kevin Ince

Telephone: (541) 676-5615

Email: kince@co.morrow.or.us

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount 2021-22	Amended Budget 2022-23	Approved Budget 2023-24
Beginning Fund Balance/Net Working Capital	25,849,696	30,782,647	40,837,271
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	3,853,077	3,755,911	3,792,885
Federal, State and All Other Grants, Gifts, Allocations and Donations	1,171,533	1,998,949	3,595,974
Revenue from Bonds and Other Debt	-	-	-
Interfund Transfers / Internal Service Reimbursements	10,496,396	15,900,009	10,078,200
All Other Resources Except Property Taxes	9,218,210	9,392,984	9,775,617
Property Taxes Estimated to be Received	33,178,189	22,339,024	23,374,561
Total Resources	83,767,101	84,169,524	91,454,508

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services	11,981,156	13,504,639	17,142,088
Materials & Services	9,083,475	12,820,302	12,304,803
Capital Outlay	6,033,857	15,695,176	14,152,805
Debt Service	566,476	774,782	587,384
Interfund Transfers	10,330,677	15,900,009	10,078,200
Operating Contingency	-	6,481,918	13,649,806
Special Payments	14,673,985	9,687,942	4,194,539
Unappropriated Ending Balance and Reserved for Future Expenditure	-	9,304,755	19,344,883
Total Requirements	52,669,626	84,169,523	91,454,508

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *

Name of Organizational Unit or Program FTE for that unit or program			
(101) BOARD OF COMMISSIONERS	621,579	709,643	907,396
FTE	5.0	5.0	5.8
(102) ADMINISTRATIVE SERVICES	531,758	748,416	677,778
FTE	5.0	5.0	3.0
(103) ASSESSOR/TAX COLLECTOR	915,625	920,695	1,077,550
FTE	7.0	7.0	8.0
(104) TREASURER	130,661	137,565	156,773
FTE	1.0	1.0	1.0
(105) COUNTY CLERK	337,162	376,074	476,595
FTE	3.0	3.0	3.9
(106) VETERANS SERVICES	126,248	119,954	142,544
FTE	2.0	1.5	1.5
(107) Board OF PROPERTY TAX APPEAL	2,358	3,036	3,508
FTE	-	-	0.0
(109) JUSTICE COURT	302,745	343,083	426,181
FTE	3.0	2.6	3.0
(111) DISTRICT ATTORNEY	301,932	439,246	464,013
FTE	3.0	4.0	3.2
(112) JUVENILE DEPARTMENT	292,995	410,074	478,490
FTE	3.0	3.0	3.0
(113) SHERIFF DEPARTMENT	4,514,562	4,681,053	5,848,872
FTE	31.0	30.5	33.0
(114) HEALTH DEPARTMENT	1,414,415	1,605,874	3,264,458
FTE	11.0	10.9	11.8
(115) PLANNING DEPARTMENT	482,930	772,377	757,192
FTE	5.0	5.0	5.2
(116) COMMUNITY DEVELOPMENT	16,803	156,757	418,963
FTE	1.0	1.0	0.5
(117) EMERGENCY MANAGEMENT	116,537	694,252	624,655
FTE	1.0	1.0	1.0

(118) SURVEYOR'S DEPARTMENT	20,985	172,883	177,825
FTE	1.0	1.0	1.0
(119) MUSEUM	11,000	11,000	-
FTE	-	-	-
(120) PUBLIC WORKS ADMINISTRATION	78,888	76,085	170,053
FTE	-	-	1.0
(121) PUBLIC WORKS-GENERAL MAINTENANCE	562,216	866,714	911,701
FTE	3.0	3.0	5.0
(122) NORTH TRANSFER STATION	50,476	64,250	81,779
FTE	1.0	1.0	0.4
(123) SOLID WASTE TRNS STATION	65,978	163,206	63,911
FTE	1.0	1.0	0.4
(124) TRANSFER TO OTHER FUNDS	2,539,555	3,169,794	-
FTE	-	-	-
(125) INFORMATION TECHNOLOGY	176,949	355,500	399,600
FTE	-	-	-
(128) WEED DEPARTMENT	121,507	142,668	178,177
FTE	-	-	1.5
(131) HUMAN RESOURCES	-	-	543,669
FTE	1.0	1.0	3.5
(200) HERITAGE TRAIL FUND	7,716	51,726	1,315,452
FTE	-	-	-
(201) ROAD FUND EQUIPMENT RESERVE	688,507	1,771,000	2,258,263
FTE	-	-	-
(202) ROAD FUND	8,339,932	9,482,106	9,680,457
FTE	21.0	22.0	19.4
(203) FINLEY BUTTES TRUST FUND	1,406,275	2,248,382	1,311,000
FTE	-	-	-
(204) LOCAL PUBLIC SAFETY COORDINATING COUNSEL (LPSCC)	-	66,158	112,750
FTE	-	-	-
(205) AIRPORT FUND	781,685	814,154	1,701,229
FTE	-	-	0.4
(206) LAW LIBRARY	7,966	40,379	45,000
FTE	-	-	-
(207) 911 EMERGENCY FUND	289,171	996,448	1,197,393
FTE	5.0	2.5	3.5
(208) SURVEYOR PRESERVATION	2,550	288,984	314,000
FTE	-	-	-
(210) FINLEY BUTTES LICENSE FEE	1,669,068	2,346,665	3,068,470
FTE	-	-	-
(211) COUNTY SCHOOL FUND	241,334	201,350	292,502
FTE	-	-	-
(212) IONE SCHOOL FUND	20,211	20,265	21,275
FTE	-	-	-
(214) FAIR	178,016	445,140	340,554
FTE	1.0	1.0	0.5
(215) COMPUTER EQUIPMENT RESERVE	-	107,350	255,500
FTE	-	-	-
(216) SPECIAL TRANSPORTATION FUND	446,351	1,612,676	1,652,652
FTE	1.0	11.8	16.2
(217) PROGRAMMING RESERVE	116,649	187,100	145,000
FTE	-	-	-
(218) ENFORCEMENT FUND	1,388	21,275	21,275
FTE	-	-	-
(219) ECONOMIC DEVELOPMENT FUND	114,680	172,750	162,794
FTE	-	-	-
(220) VICTIM/WITNESS ASSISTANCE FUND	91,398	129,082	165,055
FTE	1.0	1.0	1.0
(222) WILLOW CREEK WIND FEES	112,663	91,000	88,800
FTE	-	-	-
(223) CHILD ABUSE MULTIDISCIPLINARY INTERVENTION (CAMI) GRANT	32,315	36,920	59,410
FTE	-	-	-
(224) WEED EQUIPMENT RESERVE	-	30,915	210,000
FTE	-	-	-
(225) STF VEHICLE RESERVE FUND	208,559	669,874	135,000
FTE	-	-	-

(226) FAIR ROOF RESERVE	-	31,307	30,950
FTE	-	-	-
(227) CAPITAL IMPROVEMENT PROJECTS	3,842,128	10,049,040	10,428,787
FTE	-	-	-
(228) SAFETY COMMITTEE FUND	8,659	23,100	35,000
FTE	-	-	-
(229) BLEACHER/CIP RESERVE	-	26,231	21,750
FTE	-	-	-
(230) RODEO FUND	20,000	12,500	-
FTE	-	-	-
(231) JUSTICE COURT BAILS/FINES	384,534	540,000	540,000
FTE	-	-	-
(233) CLERKS RECORDS FUND	584	22,850	25,700
FTE	-	-	-
(234) DUUI IMPACT FUND	-	30,290	30,290
FTE	-	-	-
(236) FAIR IMPROVEMENT FUND	-	36,485	1,050,000
FTE	-	-	-
(237) BUILDING PERMIT FUND	50,089	1,506,440	2,575,000
FTE	-	-	0.3
(238) PARK FUND	707,304	937,500	1,334,130
FTE	2.0	2.5	6.3
(240) EQUITY FUND	8,959	626,000	689,000
FTE	-	-	-
(241) BUILDING RESERVE FUND	500,000	1,073,871	578,000
FTE	-	-	-
(243) LIQUOR CONTROL FUND	-	893	920
FTE	-	-	-
(245) WATER PLANNING FUND	-	16,258	1,170,258
FTE	-	-	-
(246) DEBT SERVICE FUND	-	-	1,174,183
FTE	-	-	-
(321) FOREST SERVICE FUND	-	87,700	101,608
FTE	-	-	-
(322) COURT SECURITY FUND	24,355	87,500	87,500
FTE	-	-	-
(500) ECHO WIND FEES FUND	53,251	101,885	71,300
FTE	-	-	-
(501) SHEPHERDS FLAT FEES	1,567,281	1,661,000	1,501,500
FTE	1.0	1.0	-
(504) 5310 - FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUND	261,851	1,054,777	40,000
FTE	3.0	5.0	-
(510) COMMUNITY CORRECTIONS	679,112	840,100	1,055,355
FTE	-	-	5.0
(521) PGE - CARTY	2,340,801	3,503,500	2,277,053
FTE	-	-	-
(522) SHERIFF'S RESERVE FUND	2,928	19,000	19,000
FTE	-	-	-
(523) WHEATRIDGE WIND FUND	1,500,000	2,430,000	2,440,000
FTE	-	-	-
(524) ORCHARD WIND	139,019	154,850	132,200
FTE	-	-	-
(540) RESILIENCY FUND	9,039,106	9,400,000	5,609,228
FTE	-	-	-
(665) STATE AND FEDERAL WILDLIFE	-	-	6,275
FTE	-	-	-
Not Allocated to Organizational Unit	3,047,370	10,924,548	15,624,007
FTE	-	-	-
Total Requirements	52,669,626	84,169,523	91,454,508
Total FTE	123.0	134.3	149.3

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

For Fiscal Year 2023-24, management and staff will continue to monitor operations in response to current economic conditions. Costs are rising quickly due to inflation, gas prices, supply shortages, and increases in personnel costs. Property taxes collections continue to increase due to growth in Morrow County.

PROPERTY TAX LEVIES

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit 4.1347 per \$1,000)	4.13470	4.13470	4.13470
Local Option Levy	-	-	-
Levy For General Obligation Bonds	-	-	-

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	-	-
Other Bonds	6,305,000	-
Other Borrowings - Capital Leases	156,521	-
Other Borrowings - Construction Loan	-	-
Total	6,461,521	-

HERITAGE TRAIL FUND	
Materials & Services	\$ 715,452
TOTAL FOR HERITAGE TRAIL FUND	\$ 715,452

ROAD EQUIPMENT RESERVE FUND	
Capital Outlay	\$ 2,258,263
TOTAL FOR ROAD EQUIPMENT RESERVE FUND	\$ 2,258,263

ROAD FUND	
Personnel Services	\$ 2,301,682
Materials & Services	2,493,000
Capital Outlay	2,492,985
Operating Contingency	1,388,975
TOTAL FOR ROAD FUND	\$ 8,676,642

FINLEY BUTTES TRUST FUND	
Materials & Services	\$ 100,000
TOTAL FOR FINLEY BUTTES TRUST FUND	\$ 100,000

LPSCC FUND	
MATERIALS & SERVICES	\$ 29,750
INTERFUND TRANSFERS	39,000
OPERATING CONTINGENCY	44,000
TOTAL FOR LPSCC FUND	\$ 112,750

AIRPORT FUND	
Personnel Services	\$ 48,728
Materials & Services	105,250
Capital Outlay	1,322,055
Operating Contingency	186,064
TOTAL FOR AIRPORT FUND	\$ 1,662,097

LAW LIBRARY FUND	
Materials & Services	\$ 45,000
TOTAL FOR LAW LIBRARY FUND	\$ 45,000

911 EMERGENCY FUND	
Personnel Services	\$ 402,591
Materials & Services	95,150
Capital Outlay	42,000
Operating Contingency	457,652
TOTAL FOR 911 EMERGENCY FUND	\$ 997,393

SURVEYOR PRESERVATION FUND	
Materials & Services	\$ 314,000
TOTAL FOR SURVEYOR PRESERVATION FUND	\$ 314,000

FINLEY BUTTES LICENSE FUND	
Interfund Transfers	\$ 2,290,449
TOTAL FOR FINLEY BUTTES LICENSE FEE FUND	\$ 2,290,449

COUNTY SCHOOL FUND	
Special Payments	\$ 292,502
TOTAL FOR COUNTY SCHOOL FUND	\$ 292,502

IONE SCHOOL FUND	
Special Payments	\$ 21,275
TOTAL FOR IONE SCHOOL FUND	\$ 21,275

FAIR FUND	
Personnel Services	\$ 28,349
Materials & Services	195,230
Capital Outlay	15,000
Transfer To Other Funds	-
Operating Contingency	35,000
TOTAL FOR FAIR FUND	\$ 273,579

COMPUTER EQUIPMENT RESERVE FUND	
Materials & Services	\$ 100,000
Capital Outlay	155,500
TOTAL FOR COMPUTER EQUIPMENT RESERVE FUND	\$ 255,500

SPECIAL TRANSPORTATION FUND (STF)	
Personnel Services	\$ 1,075,145
Materials & Services	236,574
Capital Outlay	22,500
Transfer to Other Funds	-
Operating Contingency	263,433
TOTAL FOR SPECIAL TRANSPORTATION FUND	\$ 1,597,652

PROGRAMMING RESERVE FUND	
Interfund Transfers	\$ 145,000
TOTAL FOR PROGRAMMING RESERVE	\$ 145,000

ENFORCEMENT FUND	
Materials & Services	\$ 21,275
TOTAL FOR ENFORCEMENT FUND	\$ 21,275

VIDEO LOTTERY FUND	
Materials & Services	\$ 53,300
Special Payments	109,494
TOTAL FOR VIDEO LOTTERY FUND	\$ 162,794

VICTIM/WITNESS ASSISTANCE FUND	
Personnel Services	\$ 108,034
Materials & Services	21,022
Operating Contingency	14,399
TOTAL FOR VICTIM/WITNESS ASSISTANCE FUND	\$ 143,455

WILLOW CREEK WIND FEES	
Special Payments	\$ 66,250
Interfund Transfers	22,550
TOTAL FOR WILLOW CREEK WIND FEES	\$ 88,800

CHILD ABUSE MULTIDISCIPLINARY INTERVENTION (CAMI) GRANT FUND	
Materials & Services	\$ 59,410
TOTAL FOR CAMI GRANT FUND	\$ 59,410

WEED EQUIPMENT RESERVE FUND	
Capital Outlay	\$ 210,000
TOTAL FOR WEED EQUIPMENT RESERVE FUND	\$ 210,000

STF VEHICLE RESERVE FUND	
Capital Outlay	\$ 135,000
TOTAL FOR STF VEHICLE RESERVE FUND	\$ 135,000

FAIR ROOF RESERVE FUND	
Capital Outlay	\$ 30,950
TOTAL FOR FAIR ROOF RESERVE FUND	\$ 30,950

CAPITAL IMPROVEMENT FUND	
Capital Outlay	\$ 4,100,000
Interfund Transfers	203,341
TOTAL FOR HEPPNER ADMIN. BUILDING FUND	\$ 4,303,341

SAFETY COMMITTEE FUND	
Materials & Services	\$ 35,000
TOTAL FOR SAFETY COMMITTEE	\$ 35,000

BLEACHER RESERVE FUND	
Capital Outlay	\$ 21,750
TOTAL FOR BLEACHER RESERVE FUND	\$ 21,750

JUSTICE COURT BAILS/FINES FUND	
Special Payments	\$ 540,000
TOTAL FOR JUSTICE COURT BAILS/FINES FUND	\$ 540,000

CLERK'S RECORDS FUND	
Materials & Services	\$ 25,700
TOTAL FOR CLERK'S RECORDS FUND	\$ 25,700

DRIVING UNDER THE INFLUENCE OF INTOXICANTS (DUII) IMPACT FUND

Materials & Services	\$	<u>30,290</u>
TOTAL FOR DUII IMPACT FUND	\$	30,290

FAIR IMPROVEMENT FUND

Capital Outlay	\$	<u>1,050,000</u>
TOTAL FOR FAIR IMPROVEMENT FUND	\$	1,050,000

BUILDING PERMIT FUND

Personnel Services	\$	34,978
Materials & Services		<u>2,000</u>
TOTAL FOR BUILDING PERMIT FUND	\$	36,978

PARK FUND

Personnel Services	\$	555,756
Materials & Services		366,210
Capital Outlay		106,000
Operating Contingency		190,501
Special Payments		<u>6,790</u>
TOTAL FOR PARK FUND	\$	1,225,257

EQUITY FUND

Materials & Services	\$	<u>11,000</u>
TOTAL FOR EQUITY FUND	\$	11,000

BUILDING RESERVE FUND

Capital Outlay	\$	<u>500,000</u>
TOTAL FOR BUILDING RESERVE FUND	\$	500,000

LIQUOR CONTROL FUND

Materials & Services	\$	<u>920</u>
TOTAL FOR LIQUOR CONTROL FUND	\$	920

WATER PLANNING FUND

Materials & Services	\$	<u>596,258</u>
TOTAL FOR WATER PLANNING FUND	\$	596,258

DEBT SERVICE FUND

Debt Service	\$	<u>586,184</u>
TOTAL FOR DEBT SERVICE FUND	\$	586,184

FOREST SERVICE FUND

Materials & Services	\$	26,608
Capital Outlay		<u>75,000</u>
TOTAL FOR FOREST SERVICE FUND	\$	101,608

COURT SECURITY FUND	
Materials & Services	\$ 87,000
Capital Outlay	500
TOTAL FOR COURT SECURITY FUND	\$ 87,500

ECHO WIND FEES FUND	
Interfund Transfers	\$ 50,400
Special Payments	20,900
TOTAL FOR ECHO WINDS FEES FUND	\$ 71,300

SHEPHERDS FLAT FEES FUND	
Interfund Transfers	\$ 1,110,500
Special Payments	391,000
TOTAL FOR SHEPHERDS FLAT FEES FUND	\$ 1,501,500

5310 FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUND	
Personnel Services	\$ -
Materials & Services	-
Capital Outlay	-
Interfund Transfers	40,000
Operating Contingency	-
TOTAL FOR 5310 FTA GRANT FUND	\$ 40,000

COMMUNITY CORRECTIONS	
Personnel Services	\$ 606,808
Materials & Services	307,902
Capital Outlay	60,000
Operating Contingency	80,645
TOTAL FOR COMMUNITY CORRECTIONS FUND	\$ 1,055,355

PGE CARTY FUND	
Interfund Transfers	\$ 1,777,053
Special Payments	500,000
TOTAL FOR PGE CARTY FUND	\$ 2,277,053

SHERIFF RESERVE FUND	
Materials & Services	\$ 10,800
Operating Contingency	8,200
TOTAL FOR SHERIFF RESERVE FUND	\$ 19,000

WHEATRIDGE WIND FUND	
Special Payments	\$ 1,500,000
Interfund Transfers	940,000
TOTAL FOR WHEATRIDGE WIND FUND	\$ 2,440,000

ORCHARD WIND FUND	
Special Payments	\$ 124,600
Interfund Transfers	7,600
TOTAL FOR ORCHARD WIND FUND	\$ 132,200

RESILIENCY FUND	
Personnel Services	\$ 1,000,000
Interfund Transfers	2,041,690
Operating Contingency	2,458,689
Special Payments	108,849
TOTAL RESILIENCY FUND	\$ 5,609,228
 STATE AND FEDERAL WILDLIFE	
Interfund Transfers	\$ 6,275
TOTAL FOR STATE AND FED WILDLIFE	\$ 6,275
 TOTAL APPROPRIATIONS, All Funds	 \$ 72,109,625
 NON-APPROPRIATED BUDGET REQUIREMENTS	
BUILDING PERMIT FUND	\$ 2,538,022
FINLEY BUTTES TRUST FUND	1,211,000
ROAD FUND	1,003,815
EQUITY FUND	678,000
FINLEY BUTTES LICENSE FEE	778,021
HERITAGE TRAIL FUND	600,000
WATER PLANNING FUND	574,000
911 EMERGENCY FUND	200,000
PARK FUND	108,873
FAIR	66,975
AIRPORT FUND	39,132
SPEC TRANSPORTATION FUND	55,000
VICTIM/WITNESS ASSISTANCE	21,600
GENERAL FUND	4,679,000
CAPITAL IMPROVEMENT PROJ.	6,125,446
BUILDING RESERVE FUND	78,000
STF VEHICLE RESERVE FUND	-
Debt Service Fund	587,999
TOTAL UNAPPROPRIATED AND RESERVE AMOUNTS, All Funds	\$ 19,344,883
TOTAL ADOPTED BUDGET	\$ 91,454,508

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed at the assessed value of all taxable property within the district for the tax year 2023-2024 at the rate of \$4.1347 per \$1,000.

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Permanent Rate Tax \$4.1347/\$1,000.

Excluded from Limitation

The above resolution statements were approved and declared adopted on June 21, 2023.

Morrow County Board of Commissioners

David Sykes, Chair

Roy Drago Jr., Commissioner

Jeff Wenholz, Commissioner



North Morrow Vector Control District

"We bite Mosquitoes Back"

- 3 Marine Drive/ P.O. Box 192 • Boardman, Oregon 97818 • 541.481.6082 Voice
541.481.6082 Fax (by request)
Email: gbarron@centurytel.net

June 6, 2023

Dear Morrow County Board of Commissioners:

It is a pleasure to update you on the happenings at North Morrow Vector Control District.

North Morrow Vector Control District was established by the voters of the North end of Morrow County in May of 1978. Its primary concern is to suppress the mosquito genera *Culex* which is our main disease transmitter. Our secondary concern is the control of pestiferous biting *Aedes* mosquitoes. To do this, we utilize a variety of control methods such as surveying our mosquito population, larviciding, adulticiding, biological control, source reduction and public education.

I have provided our district's 2022 annual report (attached) which highlights our mosquito control activities at a local, state, regional and national level. By reading our annual report you can appreciate the challenges of performing our mosquito abatement activities and realize that even though we are a local Morrow County municipality our program is even more far reaching than local mosquito control. Besides being the manager of the district, I am also on the American Mosquito Control Association Board of Directors serving as the North Pacific Director.

According to **ORS 452.090 Filling vacancies.** (1) *A vacancy in an office of district trustee shall be filled by appointment by the county court.* North Morrow Vector Control District has three Board Members whose terms on the Board have either expired or will be expiring this year. Please see the letters of interest from Glenn Maret and Pat Tolar stating their interest in continuing to serve on the NMVCD Board for another 4-year term. Today, I am requesting that current NMVCD Board members Glenn Maret, whose position is set to expire 7-18-23 and Pat Tolar, whose position is set to expire 6-21-23 be approved to serve another 4-year term by the Morrow County BOC.

Thank you for this opportunity to share this information with the Morrow County Board of Commissioners.

Respectfully,
Greg Barron, Manager
P.O. Box 192 / 3 Marine Dr.
Boardman, OR 97818
gbarron@centurytel.net
481-6082



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541.481.6082 Fax (by request)

Email: gbarron@centurytel.net

May 24, 2023

Pat Tolar
81712 Pleasant View Rd
Irrigon, OR 97844

Dear Pat:

As your Board position is set to expire on June 21, 2023, it is time once again to consider your renewal to the North Morrow Vector Control District Board of Trustee's. As manager, I appreciate the time and effort that you contribute serving on the Board. We have so much unfinished business yet to accomplish. It is my wish that you continue your service on the Board. Please check your decision below.

Thank you for your service on the Board.

Yes, I would like to serve another four-year term on the Board.



Signature

No, I do not wish to serve another four-year term on the Board.

Respectfully,

Greg Barron, Manager
P.O. Box 192 / 3 Marine Dr.
Boardman, OR 97818
gbarron@centurytel.net
481-6082



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541.481.6082 Fax (by request)
Email: gbarron@centurytel.net

May 24, 2023

Glenn Maret
74402 Froberg Ln
Irrigon, OR 97844

Dear Glenn:

As your Board position is set to expire on July 18, 2023, it is time once again to consider your renewal to the North Morrow Vector Control District Board of Trustee's. As manager, I appreciate the time and effort that you contribute serving on the Board. We have so much unfinished business yet to accomplish. It is my wish that you continue your service on the Board. Please check your decision below.

Thank you for your service on the Board.

Yes, I would like to serve another four-year term on the Board.



Signature

No, I do not wish to serve another four-year term on the Board.

Respectfully,

Greg Barron, Manager
P.O. Box 192 / 3 Marine Dr.
Boardman, OR 97818
gbarron@centurytel.net
481-6082

North Morrow Vector Control District

The Mosquito Season (The river is still up...damn it all!)



Can't blame the river for all the mosquitoes. Here is an abandoned sump that was found producing thousands of deadly Culex mosquitoes.

I would characterize this mosquito season as one greatly influenced by the high-water level in the Columbia River. Snow and rain basically coming all at once and much later than expected in the mountain areas. The precipitation ran off in one fell swoop causing the Columbia River water level to rise and stay there for most of the summer and fall. We saw the river level up in May, June and July and start to taper off in August only to rise back up again in September and October. With the rise in the water, all communities along the Columbia River from here to the mouth of the Pacific Ocean were affected. Multnomah and Columbia Counties, whose vector control districts never fog, brought out the ULV Fogging Units and started spraying on a regular basis. Why you ask? With the Columbia River flooding everything along the shorelines, this brought hordes of biting Aedes mosquitoes. We were not spared from this plague of biting Aedes vexans and increpitus mosquitoes. To add insult to injury, we saw populations of Culiseta inornada increase mainly because the temperature remained relatively low which is an environment that this type of mosquito loves. Most of the time Culiseta inornada are tame, rarely causing a problem, but this year was different with record populations of this pesky mosquito that absolutely loves to torment and blood feed on livestock...mainly horses.

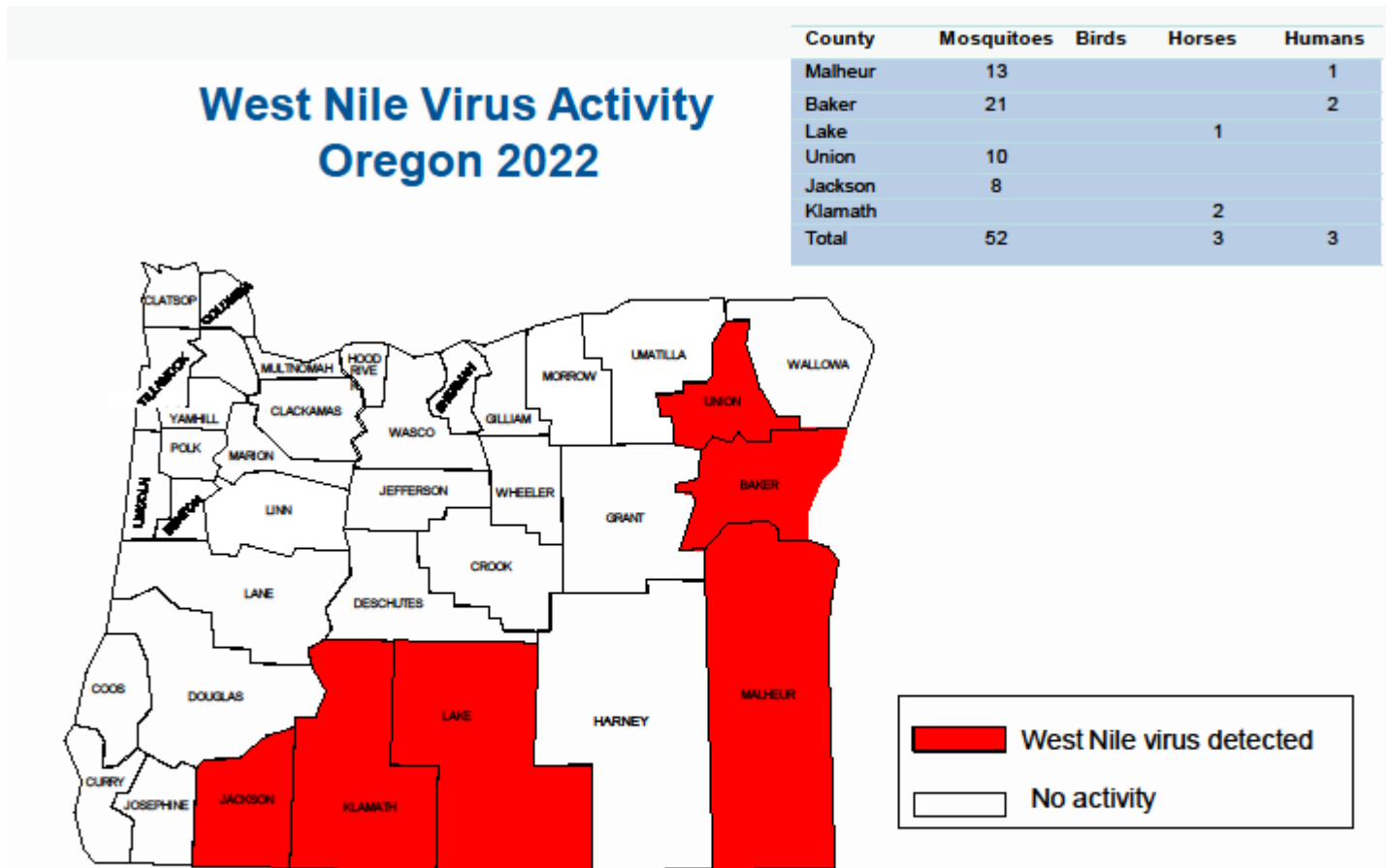
One thing weird about this mosquito season...no evidence of West Nile virus in our mosquito population. We have been tracking our mosquitoes both pathogenic and relatively non-pathogenic and found out that on even years, like this year, we see higher than average biting Aedes mosquitoes, but no evidence of West Nile virus. Now in odd years, we see way more West Nile virus present in our adult pathogenic mosquito populations. We are still trying to figure out this strange phenomenon. One theory is that our bird population is compromised during odd years, and they die out needing the even year to build their population back up to normal levels. Remember, Culex mosquitoes prefer to feed on birds and Corvids tend to be the reservoir for West Nile virus, so it stands to reason that our pathogenic Culex population of mosquitoes would be greatly affected by this and cause an increase in West Nile virus activity in our Corvid and Culex mosquito populations during odd years.

Our phone literally rang off the hook starting exactly on May 14th and never stopped until our last biting mosquito complaint call on October 25th. It was very brutal in May and June and then again in September and October. I literally thought the mosquito season would never end. Mosquitoes coming from the Washington State side of the Columbia River generated almost all of our mosquito spray requests from the public. Irrigon was affected the most especially along the Columbia River, but with time other areas South of Highway 730 and Boardman were eventually affected. We fogged constantly! We never once "let off the gas" with our larviciding activities both on the ground and in the air with the helicopter. As a result of the biting mosquitoes in the Irrigon area, we adultcided with our contingency fixed wing contractor on the night of June 26th.

As the early evening temperatures started to drop, the later part of September and October, we relied heavily on our BG Counters to let us know when the biting Aedes mosquitoes were making their early evening migration across the Columbia River into the Irrigon and Boardman areas. This was an invaluable tool giving us the ability to pinpoint when to start and end our “Fogging” activities on a given night. As nightly temperatures started dropping our adult spraying window narrowed, so accuracy was a must to get the most “bang for our buck” to control the blood sucking critters.

Finally, on October 26th the biting mosquito activity stopped! Thank you, Jesus!

West Nile Virus in Oregon 2022



October, 2022



Our district captured zero West Nile Virus (WNV) positive mosquito pools during the 2022 season. Morrow County had zero humans, zero horse and zero birds test positive for WNV. In Oregon, there were fifty-two positive mosquito pools, three positive humans, three positive horses, zero positive birds spread over Malheur, Baker, Union, Jackson, Lane and Klamath Counties. Baker and Malheur topped the state in with WNV infections in (34) mosquitoes and (3) humans. Lane and Klamath topped the state with WNV infections in (3) horses.

There were 1,007 human cases of WNV with 76 deaths during 2022 in the U.S., down from last year. Colorado recorded the most WNV cases with 204 that resulted in 18 deaths and California came in second listing 155 cases that resulted in 12 deaths. There were 710 neuroinvasive human cases and 297 non-neuroinvasive (fever) human cases in the U.S., again down from last year. Interesting to note that there were 171 WNV viremic blood donors in the U.S. in 2022.

Standards and Policies



Anita and Dave loading the hopper with VectoPrime larvicide at Palmers near Boardman.

North Morrow Vector Control District was created in 1978 under provisions of chapter 452. Oregon Revised Statutes (ORS) to provide a program for relief from mosquitoes in the Boardman and Irrigon areas of North Morrow County.

Changes in the Statutes have substantially altered the definition of “Public Health Vectors” to include additional arthropods, rodents, and coyotes since the formation of the district. As the district was originally formed and funded for mosquito control the Board of Trustees have designated that mosquito control shall be the principal program of the district. However, the Board has established the policy that the district will provide to residents of the district, technical information regarding other vector pests and their control so as personnel, time, and money permits.

The District Board have established policy and guidelines and employed personnel to implement a comprehensive control program. The program is reviewed annually for revisions to adjust to regulatory and ecological requirements or changing conditions.

The district program is financed by a property tax levy. A tax base for the district was established in 1978.

North Morrow Vector Control District’s principal objective is to provide a means for preventing the transmission of Western Equine Encephalitis through the reduction of its primary vector, the mosquito *Culex tarsalis*.

North Morrow Vector Control District supports management of vector populations when and where necessary by means of an integrated program designed to benefit or to have minimal adverse effects on people, domestic animals, wildlife, and the environment. This integrated pest management policy recognizes that vector populations cannot always be eliminated. Often, they must be suppressed to tolerable levels for the well-being of humans, domestic animals and wildlife, and that selection of scientifically sound suppression methods must be based upon consideration of what is ecologically and economically in the long-term interest of humankind.

The following principles are to be followed:

- Vector control measures should only be undertaken when there is adequate justification based upon surveillance data.

The combination of methods for vector control should be chosen after careful consideration of the efficacy, health effects, ecological effects, and cost versus benefits of the various options, including public education,



Hannah dipping a larval mosquito source in rural Boardman

legal action, natural and biological control, elimination of the breeding sources, and pesticide applications.

· Vector breeding sources, whether natural or created by human activity, should be altered in such a manner as to cause the least undesirable impact on the environment.

Pesticides and application methods should be used in the most efficient and least hazardous manner in accordance with all-applicable laws, regulations, and available scientific data. The registered label requirements for pesticide use should be followed. When choices are available among effective pesticides, those offering the least hazard to non-target organisms should be used. Pesticides should be chosen and used in a manner that will minimize the development of resistance in vector populations.

Personnel involved in the vector control program should be properly trained and supervised, and certified in accordance with relevant laws and regulations, and should keep current with improvements in management techniques through continuing education and/or training programs.

Much of the progress in the district program is due to the support, cooperation and assistance received from numerous individuals, firms and agencies and is greatly appreciated by the Board of Trustees and District Employees.

Workshops and Conferences



A likeness of a mosquito carved into a cantaloupe. This was on display at the AMCA Conference in Jacksonville, Florida.

Throughout the year we participated in various mosquito webinars sponsored either by a mosquito control products supplier or through the American Mosquito Control Association (AMCA), Northwest Mosquito and Vector Control Association or another agency.

Here are some of the highlights from meeting and workshops we attended virtually.

On January 13th Greg and Carma attended the Montana Mosquito and Vector Control Association Annual Meeting. Greg gave two presentations...one on “Mosquito Control In North Morrow Vector Control District” and the other an AMCA Update.

On January 25th, Anita and Greg attended a “Drone Roundtable” to discuss with neighboring vector and mosquito control districts from around the Pacific Northwest about their implementation of “Unmanned Aircraft Systems” (UAS) into their respective programs. This was a meeting facilitated by Franklin County Mosquito Control District where everybody left the roundtable with a better understanding how drones have been utilized in mosquito control.



Community members enjoying the NMVCD Booth at the Irrigon Watermelon Festival in July...wow was it ever hot! 121 degrees that day!

On February 28th through March 4th Greg and Carma attended the American Mosquito Control Association Annual Meeting in beautiful Jacksonville, Florida. Greg attended AMCA Board Meetings and Carma helped by attending concurrent meeting sessions while at the weeklong conference.

On March 3rd Anita and Greg participated in a virtual session discussing the “Latest Developments in Integrated Tick Management”.

On March 24th Anita and Greg participated in a virtual summit discussing “Global Mosquito Resistance”.

On April 4th Anita attended the Northwest Mosquito and Vector Control Association Spring Conference in Boise, Idaho. This was a two-day meeting.

On October 19th Anita attended the Northwest Mosquito and Vector Control Association Fall Conference in Stevenson, Washington. This was a two-day meeting at Skamania Lodge.

NMVCD Receives Grant Funding

In February, we were awarded a Columbia River Enterprise Zone II for \$29,123.06 and a Special Districts Insurance Longevity Credit for \$1,104.50. In March, we receive a CREZ II disbursement of \$12,523.45. In May, we received an Amazon Payment Distribution of \$169,289.84. In June, we received an Oregon Department of Revenue Long-Term Enterprise Zone Fund Taxing District payment of \$5,096.44. In October, we received a PGE Carty Strategic Investment Gain of \$7,429.69.



We picked up a new drone this year. It's a Leading-Edge Technologies PV-35X. This is a step up from the PV22.

Mosquito Control



Josiah, treating a mosquito breeding site near Love's Truck Stop.

The district's comprehensive mosquito suppression program consists of surveys, larvicide, adulticide, biological control, source reduction and public information.

Surveys are conducted to locate and provide data on all sites that produce or have the potential of producing mosquitoes. Maps and records developed over the past years provide the basis for a systematic inspection program. These records are constantly updated to reflect changing conditions.

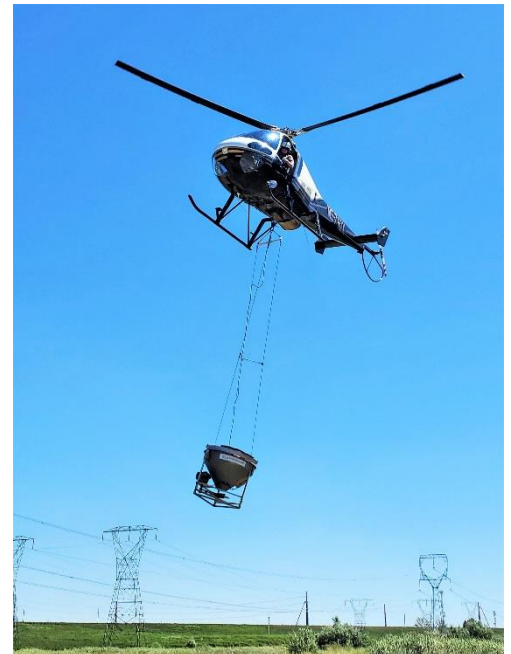
Larvicide provides the most effective and economical means of control. Field applicators inspect known sources on a systematic basis treating infested sources with an appropriate control to prevent production of mosquitoes. The data from daily field reports is evaluated and used to update source records for current operations and future planning via Sentinel GIS programs.

Adulticiding generally occurs when adverse weather conditions, varied irrigation practices or migrations of adult mosquitoes from uncontrolled areas that prevent the level of control the larvicide program attempts to maintain. Also, a mosquito-borne disease outbreak, like West Nile Virus, can trigger higher levels of adult control. Adult mosquito control is a difficult, expensive practice that cannot always be applied when the need is greatest and is effective for a very short time, often less than 24 hours.

Biological Control includes water management practices and the use of mosquito predators. A site may be drained, water prevented from entering, filled, and deepened to support fish or the shoreline altered to prevent shallow areas. The use of *Gambusia affinis* (mosquito fish) in areas of suitable habitat substantially reduce the number of insecticides used for mosquito control. Many of the sites require restocking annually and frequently enough fish are not available early in the season due to reproduction factors in our climatic area. The district attempts to maintain a source of *Gambusia* by establishing brood ponds free of trash fish varieties. *Gambusia* are only for aquaria use.

Source Reduction also like Biological Control includes water management practices. Educating the public of what is and what is not a mosquito breeding source greatly aids vector control activities. Some mosquito breeding sources can be eliminated, but others can be manipulated as to reduce their production of mosquitoes without causing harm to an ecosystem. Working with landowners, so they irrigate their property responsibly, thus reducing possible breeding sites of flood water mosquitoes.

Information Programs to service clubs, organizations, school classes and news media are essential that individuals be aware and encouraged to assist in the reduction of mosquito production around the home, business, and farm.



South County Helicopter's laying down some VectoPrime.



Josiah surveying and treating a low area with a Metalarv XRP Pouch.

Fly Control: Fly problems develop from the improper handling of garbage, refuse or animal waste. The district views fly production as a sanitation problem and the policy is to locate the production source and encourage the responsible party to eliminate the source and/or implement a suitable fly reduction program.

Insecticides: Due to the diversity of sources, land use crop label requirements and environmental concerns a variety of insecticides are used. The district does not use broad spectrum insecticides, only those that are more species selective. While costs are higher, these insecticides leave natural predators more available for control purposes.

Other Vertebrates and Arthropod Vectors: District policy regarding other insect and vertebrate vectors in that most are pest problems created by an individual effecting their own premises and that public funds should not be used to control an individual's pest problems. As a service to residents of the area, district personnel do, so far as time permits, provide information and technical advice regarding control or prevention measures, or where they can find professional pest control services in the private sector. The district does respond to requests by

public agencies where pests on their properties pose a threat to the public. District personnel have also conducted training and demonstration programs for employees of public agencies and private businesses in pest control.



Hannah Cooper, Ashley Aguilera and Josie Sanchez giving a mosquito presentation at the Sage Center Summer Science camp.

District Personnel: A full time manager is employed to plan and organize the work of field inspection and control operations, employ and direct district personnel, maintain financial and operational records and provide public information in accordance with district policies. Additional duties include maintenance and repair of equipment. During mosquito season qualified field technicians are employed to implement the mosquito abatement program. Part-time help may be hired at the request of the district manager.

THE STAFF

Our staff for the 2022 mosquito season consisted of experienced veterans like Greg Barron, Manager. Greg has spent 36 years with the district. Greg is the “jack of all and the master of many”.

Our other long-time employee is Anita Baumgart who is the Surveillance Supervisor. Anita has been with the district for 29 years. Anita is the only employee allowed to operate the predator ATV. Anita is very skillful at mosquito taxonomy and is our licensed drone pilot.

This season we employed five seasonal technicians.

Josiah Barron came back for his sixth year as part of our mosquito surveillance team. Josiah did an excellent job this season covering all areas in the district as a rover and mentor. He is very well known to the property owners in the Boardman area. One thing about Josiah...you

will never see him just standing around...he is a “self-starter”. He helped train two of our new hires Dave Baumgart and Hannah Cooper.

Long time technicians Jocelin “Josie” Sanchez and Ashley Aguilera handled trapping, identification, and pooling mosquitoes for disease testing. Anita turned the bulk of the adult surveillance program over to Josie and Ashley, so she could concentrate on her drone pilot duties. Josie graduated from Oregon State University in



Public Health while Ashley is studying Finance and Accounting at Eastern Oregon University.

Hannah and Dave are the new guys. Dave worked mostly with Anita in the Irrigon area while Hannah primarily worked in the Boardman area under the supervision of Josiah. Dave and Hannah passed both of their Public Health and Laws and Safety exams in a timely fashion to become certified Oregon Public Pesticide Applicators. At the end of the summer, Hannah decided to pursue a career in the electrical trade is now an apprentice electrician.

Introducing our awesome 2022 crew. Ashley Aguilera Josie Sanchez, Hannah Cooper, Dave Baumgart and Josiah Barron

A big thank you to our team of truly amazing individuals!



Big Dave demonstrating to us “How it’s done!”

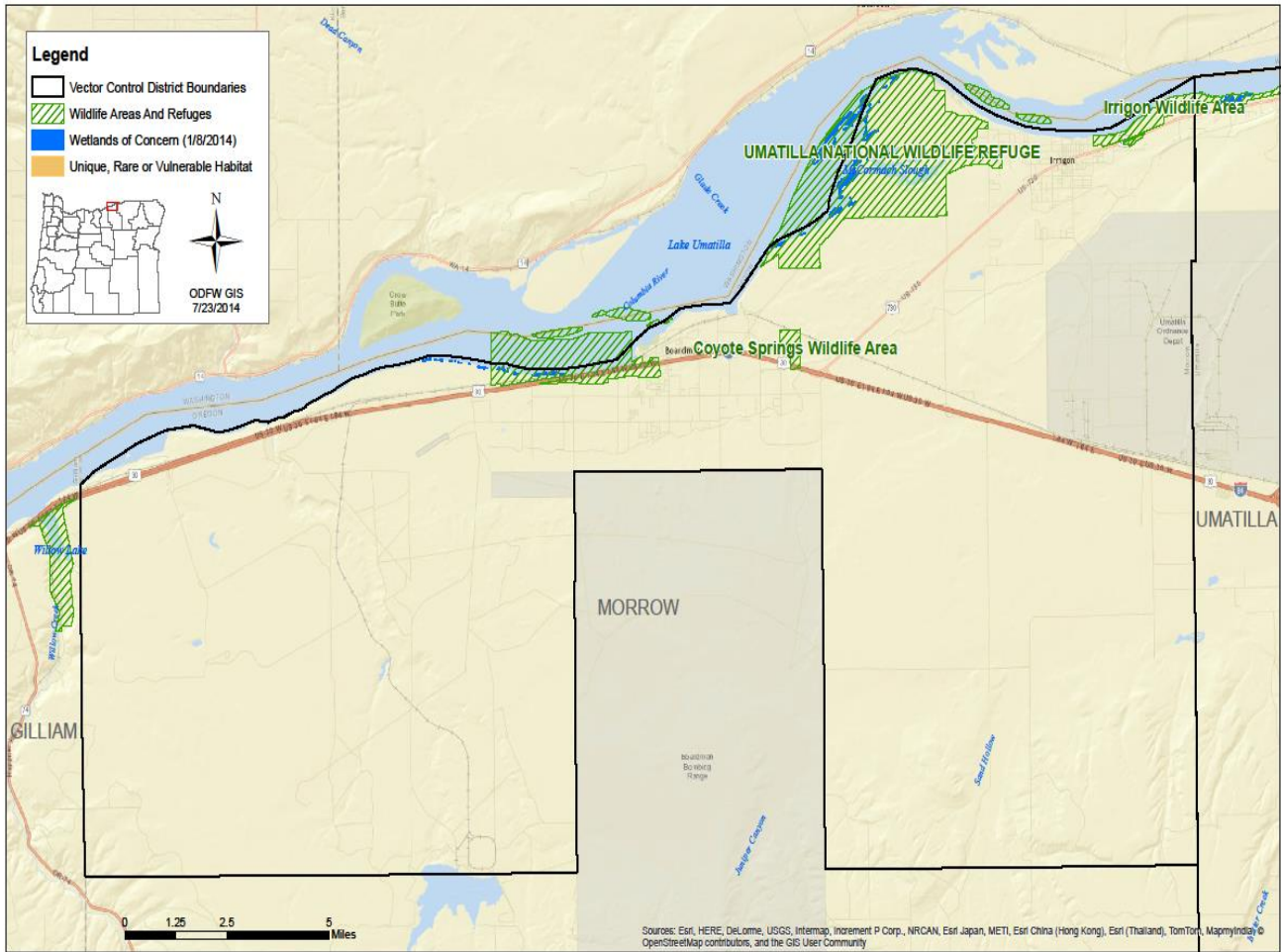


The Boss standing in front of a South County turbo Helicopter at Irrigon Marina Park.



The real Boss of the operation is the one and only Anita “Git er done” Baumgart!

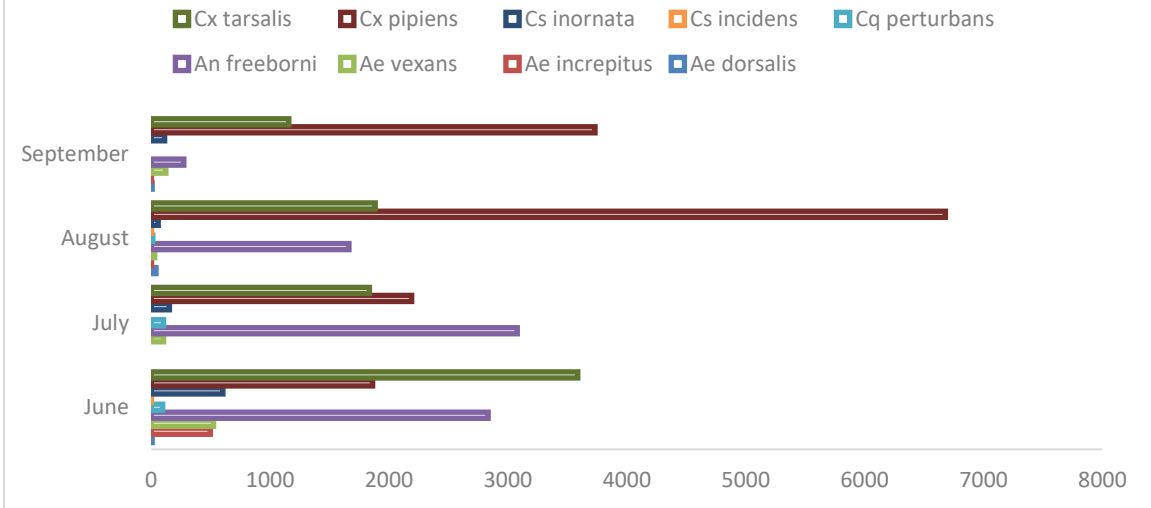
North Morrow Vector Control District - Sensitive Areas



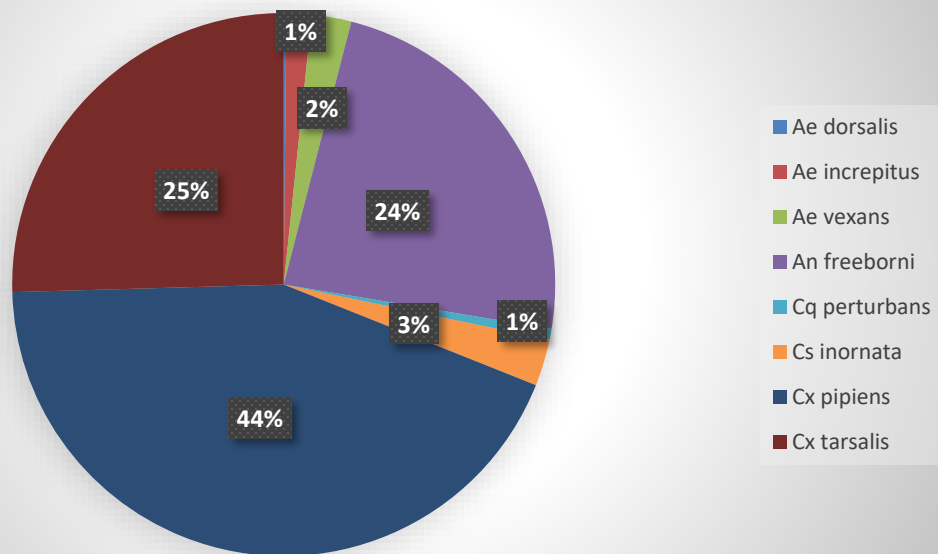
MAPS * CHARTS * GRAPHS

This map shows North Morrow Vector Control District's Boundaries. The green stripes represent sensitive areas of the Wildlife Area's and Refuges both inside and outside the district

2021 Monthly Mosquito Species Abundance Graph

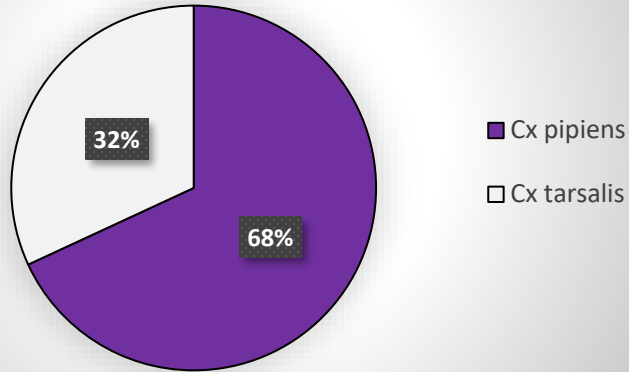


2021 NMVCD Mosquito Percentages

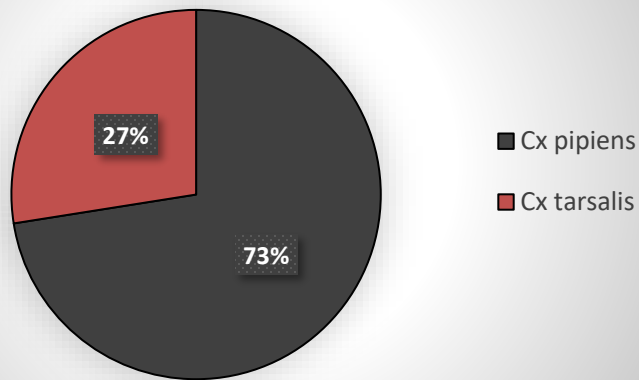


The above graph and pie chart show the variety of species trapped monthly. Traps are set weekly in three different areas; Boardman, Irrigon and Castle Rock Farms located southwest of Boardman. Our district begins trapping at the beginning of June and continues through September.

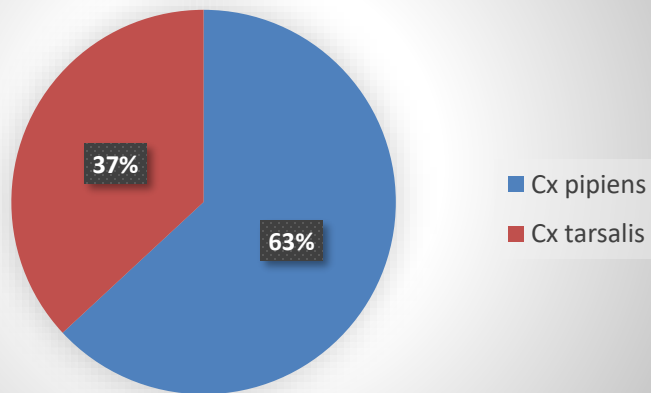
2019 Cx pipiens vs. Cx tarsalis



2020 Cx pipiens vs. Cx tarsalis



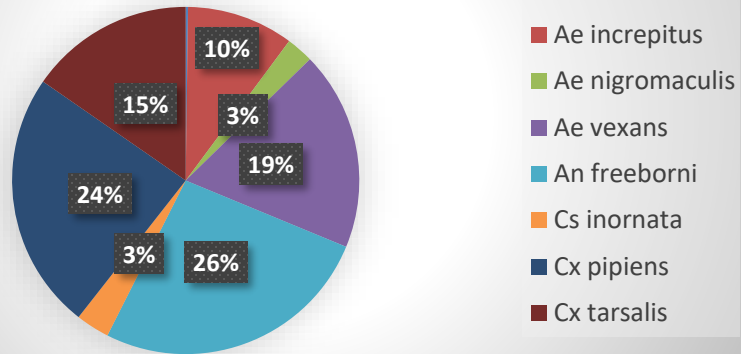
2021 Cx pipiens vs. Cx tarsalis



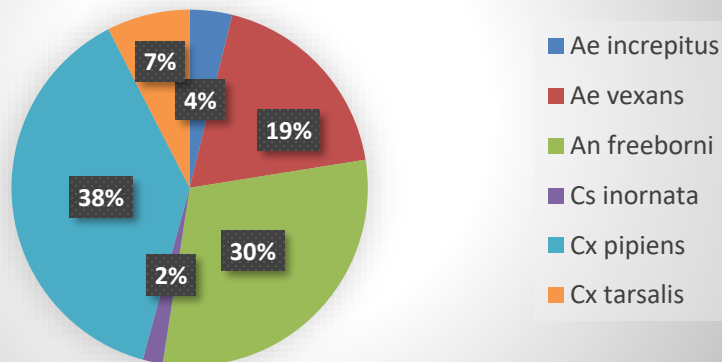
Cx tarsalis and Cx pipiens are the most important mosquito species we track, because of their ability to transmit viruses such as Western Equine encephalitis, St Louis encephalitis, and West Nile virus. The graphs above show the different trends over a 3-year period throughout the district.

Castle Rock Farms Mosquito Abundance Percentages

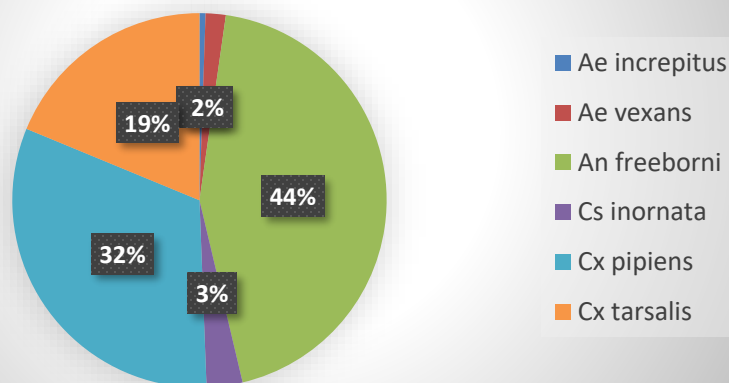
2019 Castle Rock Farm Mosquito Percentages



2020 Castle Rock Farms Mosquito Percentages



2021 Castle Rock Farms Mosquito Percentages



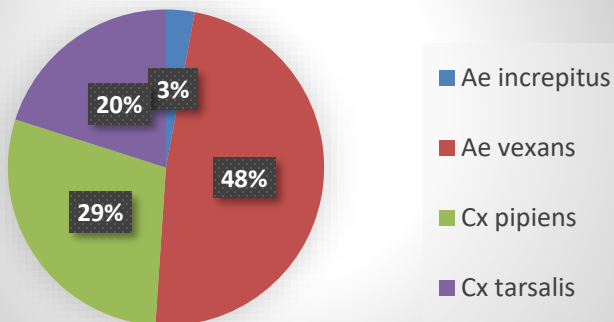
2021 ODFW IRRIGON WILDLIFE AREA LARVICIDING APPLICATIONS

Month	Material Applied	Rate Applied	Lbs. of Material	Acres Applied	Lbs. of Active Ingredient
APRIL	VectoPrime	4lbs/acre	1120	280	72.44
MAY	VectoPrime	4lbs/acre	480	120	29.76
JUNE	VectoPrime	4lbs/acre	480	120	29.76
JULY	VectoPrime	4lbs/acre	590	147.5	36.58
AUGUST	VectoPrime	4lbs/acre	220	55	13.64
AUGUST	VectoMax	8lbs/acre	440	55	31.24
TOTALS:			3330	777.5	213.42

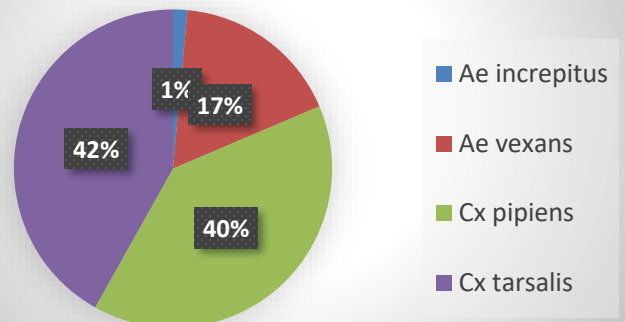
2021 ODFW COYOTE SPRINGS LARVICIDING APPLICATIONS

Month	Material Applied	Rate Applied	Lbs. of Material	Acres Applied	Lbs. of Active Ingredient
April	VectoPrime	4lbs/acre	60	15	3.72
May	VectoPrime	4lbs/acre	30	7.5	1.86
June	VectoPrime	4lbs/acre	60	15	3.72
July	VectoPrime	4lbs/acre	90	22.5	5.58
August	VectoPrime	4lbs/acre	20	5	1.24
August	VectoMax	8lbs/acre	20	2.25	1.44
TOTALS:			280	67.25	17.56

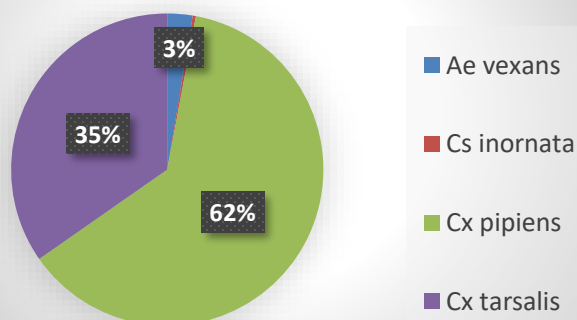
2019 (ODFW) Coyote Springs Mosquito Trapping Percentages



2020 (ODFW) Coyote Springs Mosquito Trapping Percentages



2021 (ODFW) Coyote Springs Mosquito Trapping Percentages

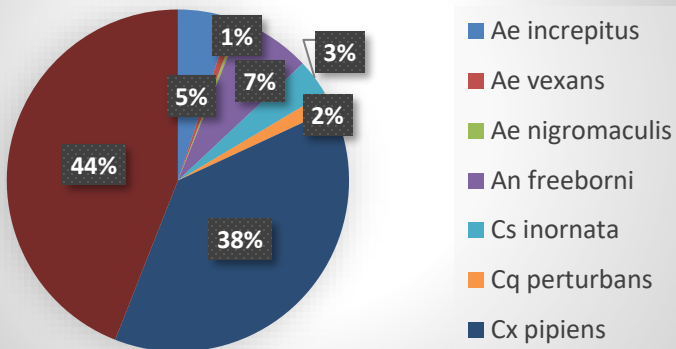


2021 USFWR LARVACIDE APPLICATIONS

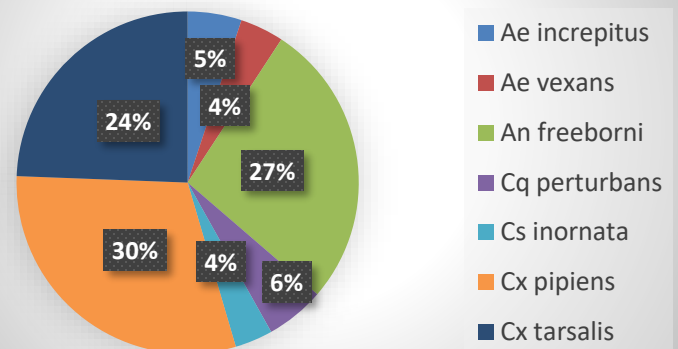
Month	Material Applied	Rate Applied	Lbs. of Material	Acres Applied	Lbs. of Active Ingredient
April	VectoPrime	4lbs/acre	50	12.5	3.1
May	VectoPrime	4lbs/acre	20	5	1.24
June	VectoPrime	4lbs/acre	60	15	3.72
July	VectoPrime	4lbs/acre	38	9.5	3.35
August	VectoPrime	4lbs/acre	10	205	.62
August	VectoMax FG	8lbs/acre	30	3.75	2.16
Total:			208	48.25	14.19

2021 USFWR TRAPPING DATA

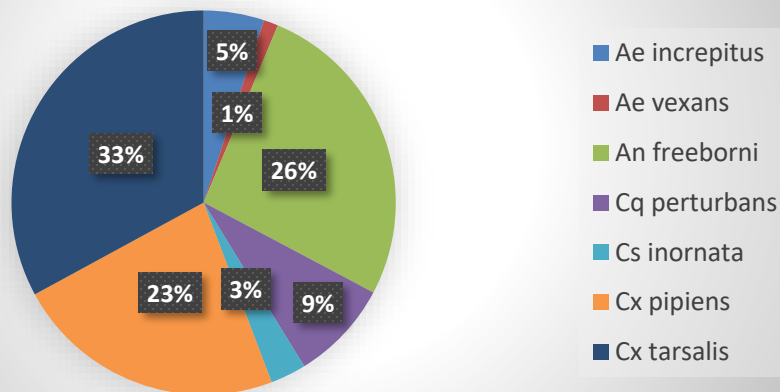
2019 (USFW) McCormack Slough Mosquito Percentages



2020 (USFW) McCormack Slough Mosquito Percentages



2021 (USFW) McCormack Slough Mosquito Percentages



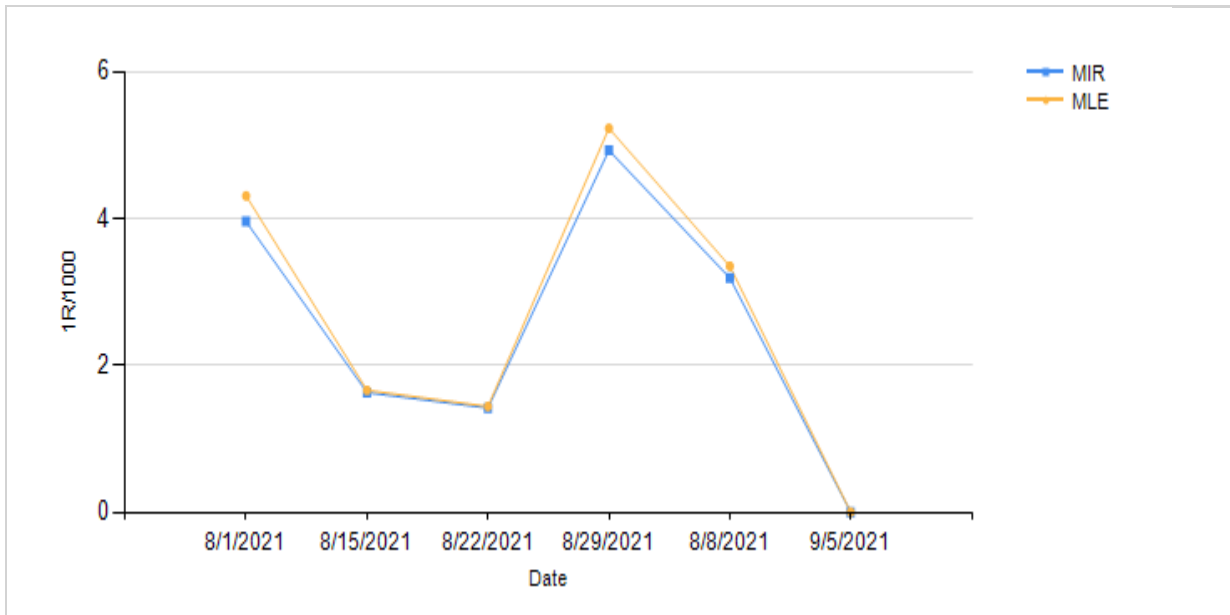


Minimum WNV Infection Rate Mosquito Disease Summary

Date Range: 8/1/2021 Through 9/1/2021

Disease : WNV

Species : 'Cx pipiens', 'Cx tarsalis'



Date	Num Total Pools	Num Positive Pools	Num Total Mosquitoes	MIR	MLE	Point Estimation Method
8/1/2021	55	7	1769	3.96	4.31	Bias Corrected MLE
8/8/2021	65	6	1879	3.19	3.35	Bias Corrected MLE
8/15/2021	52	3	1846	1.63	1.66	Bias Corrected MLE
8/22/2021	62	3	2114	1.42	1.44	Bias Corrected MLE
8/29/2021	46	7	1421	4.93	5.23	Bias Corrected MLE
9/5/2021	0	0	0	0	0	MLE

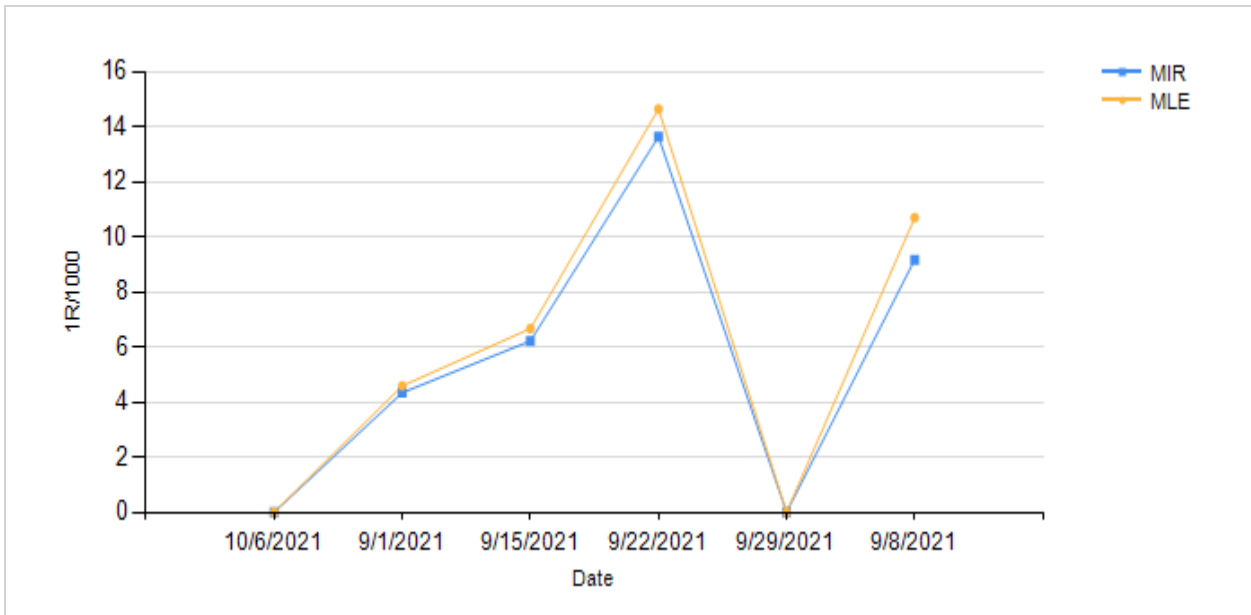


Minimum WNV Infection Rate Mosquito Disease Summary

Date Range: 9/1/2021 Through 9/30/2021

Disease : WNV

Species : 'Cx pipiens', 'Cx tarsalis'



Date	Num Total Pools	Num Positive Pools	Num Total Mosquitoes	MIR	MLE	Point Estimation Method
9/1/2021	44	6	1381	4.34	4.59	Bias Corrected MLE
9/8/2021	51	14	1526	9.17	10.7	Bias Corrected MLE
9/15/2021	40	6	964	6.22	6.67	Bias Corrected MLE
9/22/2021	10	3	220	13.64	14.65	Bias Corrected MLE
9/29/2021	0	0	0	0	0	MLE
10/6/2021	0	0	0	0	0	MLE

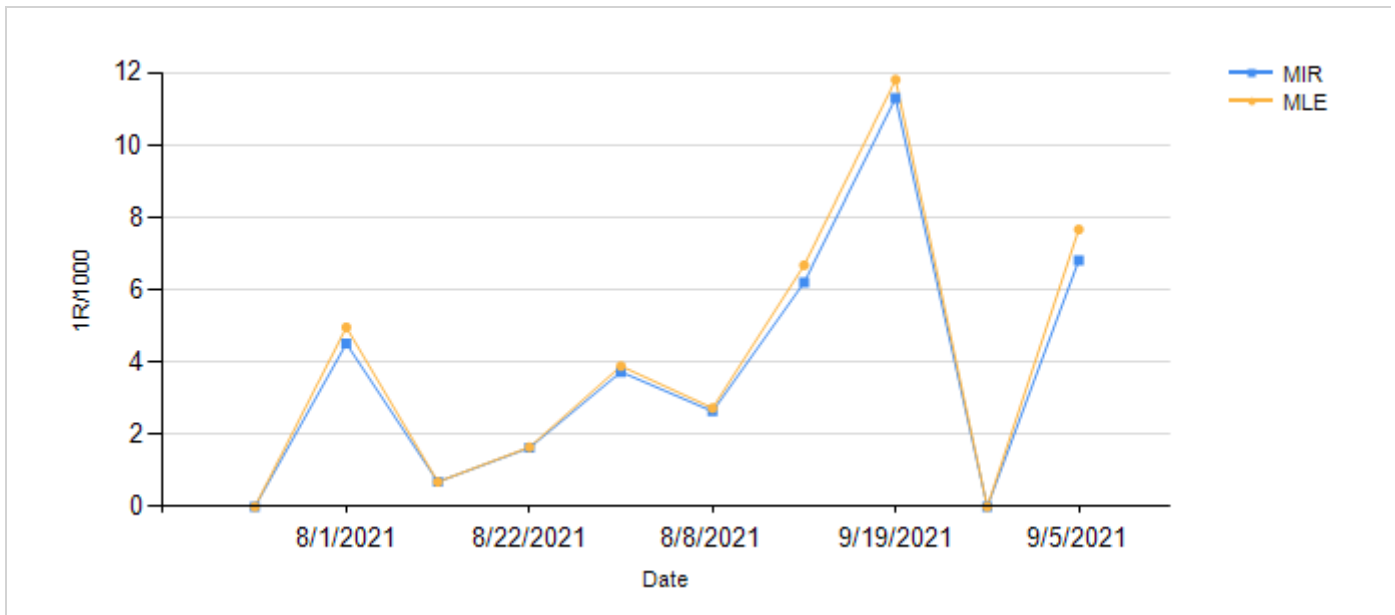


Culex pipiens Minimum Infection Rate Mosquito Disease Summary

Date Range: 8/1/2021 through 9/30/2021

Disease : WNV

Species : 'Cx pipiens'



Date	Num Total Pools	Num Positive Pools	Num Total Mosquitoes	MIR	MLE	Point Estimation Method
8/1/2021	39	6	1331	4.51	4.96	Bias Corrected MLE
8/8/2021	48	4	1516	2.64	2.73	Bias Corrected MLE
8/15/2021	38	1	1457	0.69	0.69	Bias Corrected MLE
8/22/2021	49	3	1843	1.63	1.65	Bias Corrected MLE
8/29/2021	43	5	1341	3.73	3.89	Bias Corrected MLE
9/5/2021	35	8	1175	6.81	7.67	Bias Corrected MLE
9/12/2021	30	5	806	6.2	6.68	Bias Corrected MLE
9/19/2021	8	2	177	11.3	11.81	Bias Corrected MLE
9/26/2021	0	0	0	0	0	MLE
10/3/2021	0	0	0	0	0	MLE

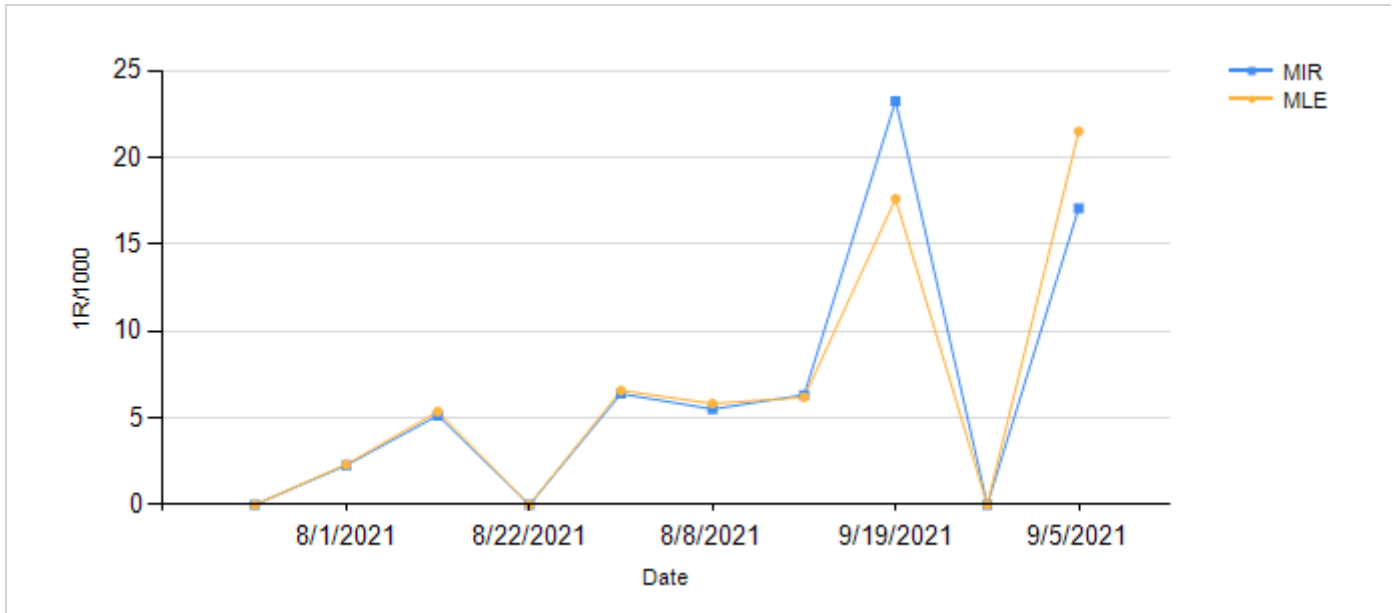


Culex tarsalis Minimum Infection Rate Mosquito Disease Summary

Date Range: 8/1/2021 through 9/30/2021

Disease : WNV

Species : 'Cx tarsalis'



Date	Num Total Pools	Num Positive Pools	Num Total Mosquitoes	MIR	MLE	Point Estimation Method
8/1/2021	16	1	438	2.28	2.32	Bias Corrected MLE
8/8/2021	17	2	363	5.51	5.83	Bias Corrected MLE
8/15/2021	14	2	389	5.14	5.37	Bias Corrected MLE
8/22/2021	13	0	271	0	0	MLE
8/29/2021	12	2	313	6.39	6.58	Bias Corrected MLE
9/5/2021	16	6	351	17.09	21.51	Bias Corrected MLE
9/12/2021	10	1	158	6.33	6.2	Bias Corrected MLE
9/19/2021	2	1	43	23.26	17.63	Bias Corrected MLE
9/26/2021	0	0	0	0	0	MLE
10/3/2021	0	0	0	0	0	MLE

District Statistics

District Size

- 274 Square Miles
- \$175,360 Acres

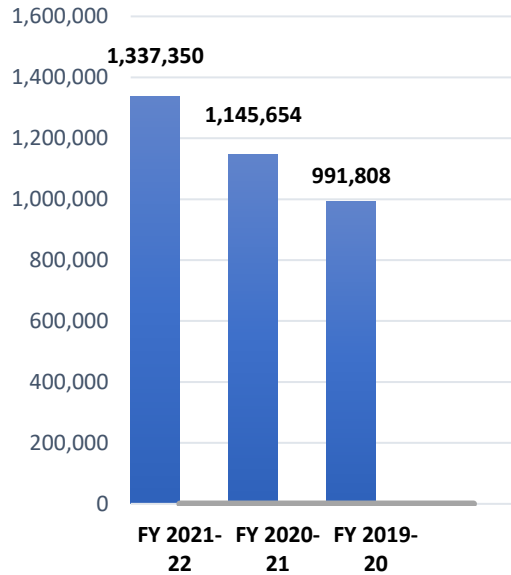
Cities Served

- Boardman
- Irrigon

Estimated Population

- 8,000 people

Operating Budget



District Employees

Greg Barron, Manager

- 2022 earnings \$91,588.04
- 2021 earnings \$88,862.92
- 2020 earnings \$85,975.08

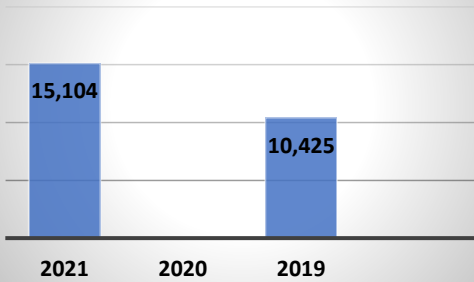
Anita Baumgart, Supervisor/Drone Pilot

- 2022 earnings \$77,499.96
- 2021 earnings \$72,520.04
- 2020 earnings \$69,019.92

5 Seasonal Field Technicians

- 2022 earnings \$56,701.75
- 2021 earnings \$58,898.00
- 2020 earnings \$62,023.75

Aerial Adulticiding Acres



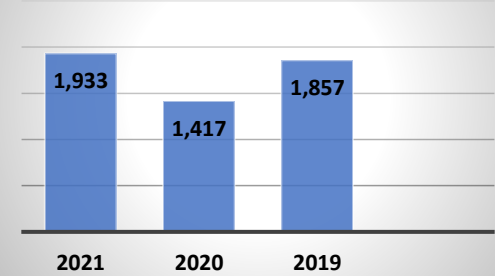
2021 Human Positives

- 0 Irrigon
- 0 Boardman

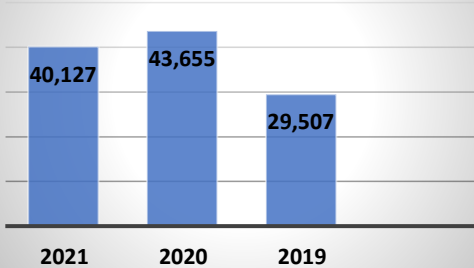
2021 Equine Positives

- 0 Irrigon
- 1 Boardman

Aerial Larviciding Acres



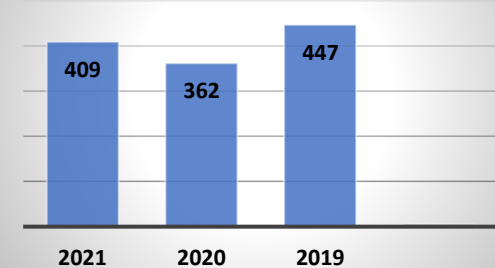
Ground Adulticiding Acres



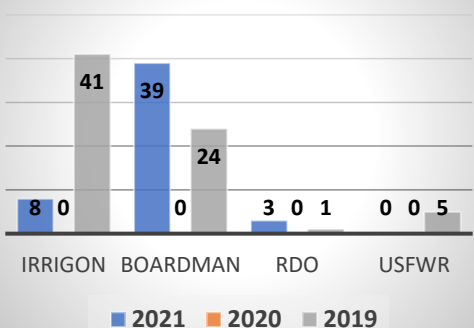
Dead Birds Tested

	2021	2020	2019
BOARDMAN	2 positives	0	1 negative
IRRIGON	0	0	2 negatives
TOTALS:	2	0	3

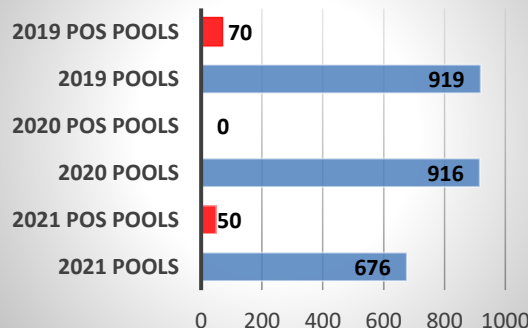
Ground Larviciding Acres



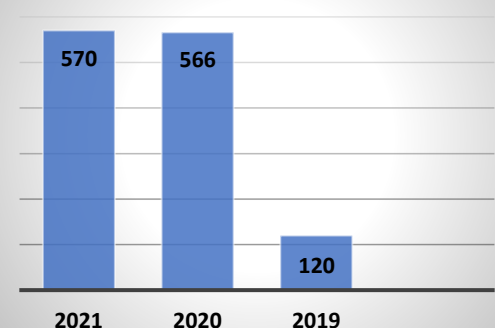
Positive WNV Pools



Mosquito Pools



Mosquito Fish





BOARD OF COMMISSIONERS

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

David Sykes, Chair
Jeff Wenholz, Commissioner
Roy Drago Jr., Commissioner

June 21, 2023

Oregon Energy Facility Siting Council
550 Capitol Street N.E., First Floor
Salem, OR 97301

RE: Pine Gate Renewable’s Proposed Sunstone Solar Project in Morrow County

To whom it may concern,

The Morrow County Board of Commissioners is committed to fostering growth and development in the County. A diversified local economy is important and Morrow County has seen growth in various industries, including renewable energy.

On November 2, 2022, Morrow County entered into a 17-year Payment-in-Lieu-of-Taxes (PILOT) Agreement for this project. When all six phases of the facility are online, the payments are expected to total \$8.4 million annually. It is anticipated over the course of 40 years, the combined total of real property taxes, PILOT payments and statutory tax payments at the expiration of the agreement, will be approximately \$376 million. These funds will contribute to important areas of development in Morrow County.

While the Board is supportive of the financial opportunities with the project, we continue to recognize and support the official regulatory permitting process of the Energy Facility Siting Council (EFSC) process, as well as other state and local agencies. We also remain committed to serving as the local forum for citizen input, serving in the capacity as Special Advisory Group (SAG) appointed by EFSC.

Thank you for your consideration of this project.

Sincerely,

David Sykes
Chair

Jeff Wenholz
Commissioner

Roy Drago Jr.
Commissioner



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

(For BOC Use)
Item #
70

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: June 16, 2023

Department: Planning

Requested Agenda Date: June 21, 2023

Short Title of Agenda Item: Presentation on the Rural Transit Equity project.

(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Tamra Mabbott June 16, 2023 Department Director Required for all BOC meetings
Roberta Vanderwal County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Planning and Morrow County Transportation secured a grant from Oregon Department of Land Conservation and Development (DLCD) to better understand transportation and transit needs of historically under represented and disadvantaged populations.

The project was intended to engage transportation disadvantaged community members through survey and data collection related to transportation options in order to support the following outcomes: • Increase ridership on fixed route and dial-a-ride transit services; • Enhance access by non-English speaking population, employees to Port of Morrow and other regionally significant employers; • Increase equitable representation of transit board members; • Spread knowledge and test viability of new transit services between cities in Morrow County; • Assess community support for alternate modes of transportation; and Inform trail enhancement investment strategy (paving, signage, management, etc.)

DLCD contracted with Eastern Oregon University's Rural Engagement and Vitality (REV) Program in July 2022 to complete the work. REV sub-contracted with Euvalcree to assist with non-English speaking residents. Members of the management team will share about the process and the outcome and findings of the public engagement and survey work. Presenters will include Planning Director, Tamra Mabbott, and Transit Manager, Ben Tucker, Madeline Phillips, DLCD Rural Transit Coordinator, Grace Donovan, Executive Director of the EOU REV Program, Dr. Daniel Costie, EOU professor and Norma Ramirez, Euvalcree Project Manager.

See attached presentation slides.

2. FISCAL IMPACT:

N/A

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

Informational only.

* Attach additional background documentation as needed.



Rural Transportation Equity in Morrow County

Agenda

- Project Purpose & Desired Outcomes
- Key Findings
- Recommendations
- Open Discussion



OREGON
Department of
Land Conservation
& Development

Project Purpose & Desired Outcomes

Enhance the use and accessibility of transit services for low-income and underserved residents by engaging these communities to better understand their transportation needs in order to:

- Increase ridership on fixed route and demand response services
- Improve accessibility of services to non-English speakers
- Enhance reliability of services for employees at the Port of Morrow and other regionally significant employers
- Identify strategies and tactics to encourage ridership on new service routes

Key Findings

Across the board, the barriers to enhancing accessibility, reliability, and use of transit services include:

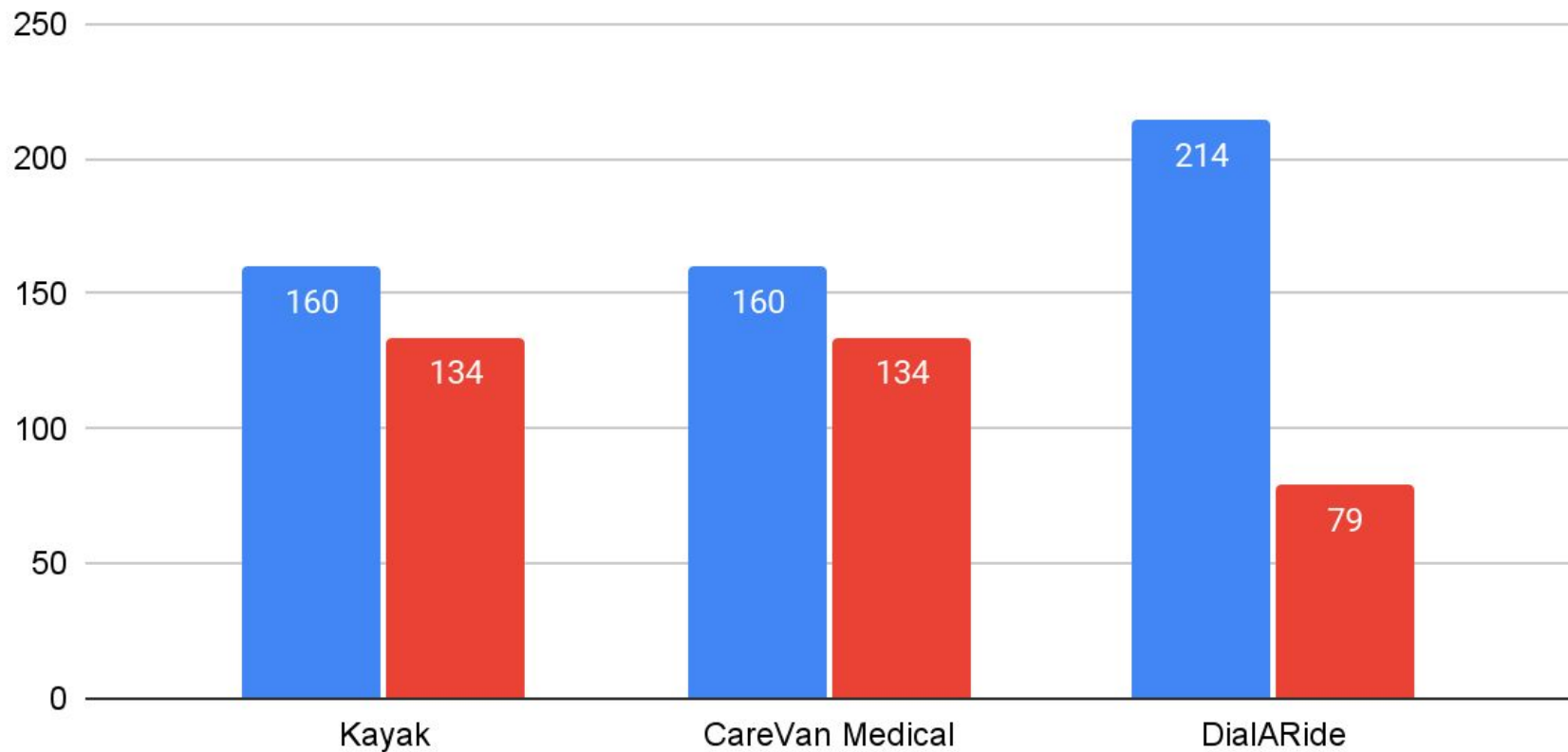
1. Lack of awareness about existing services
2. Low utilization of existing services
3. Desire for more consistency and reliability of services
4. Expressed desire for more information

Opportunities to enhance accessibility and use of transit services include:

5. Significant percentage of respondents walk
6. Stakeholders are implementing unique approaches to solve the transportation needs of their people

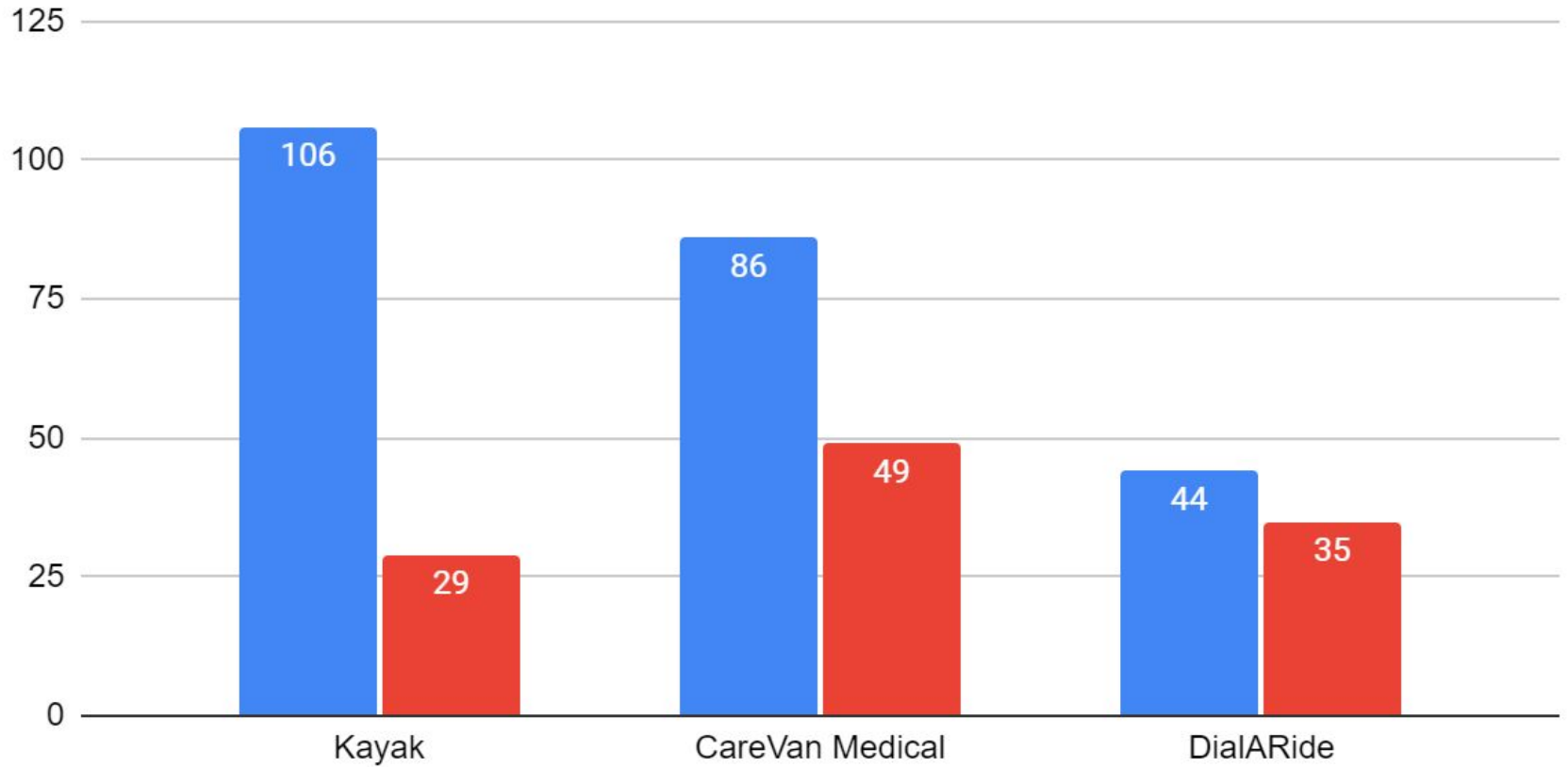
Awareness of services

■ No ■ Yes



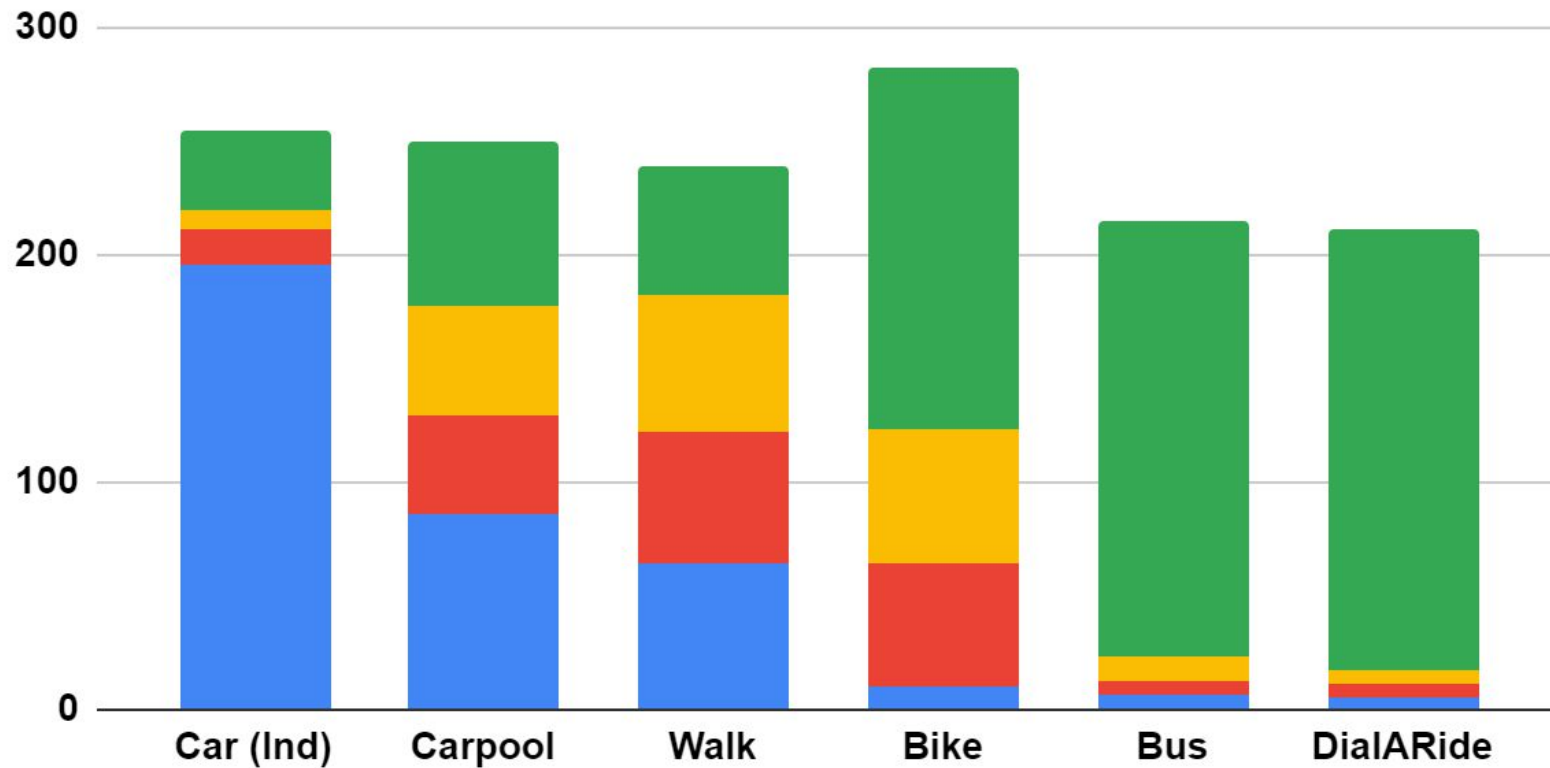
Use of Services

■ No ■ Yes



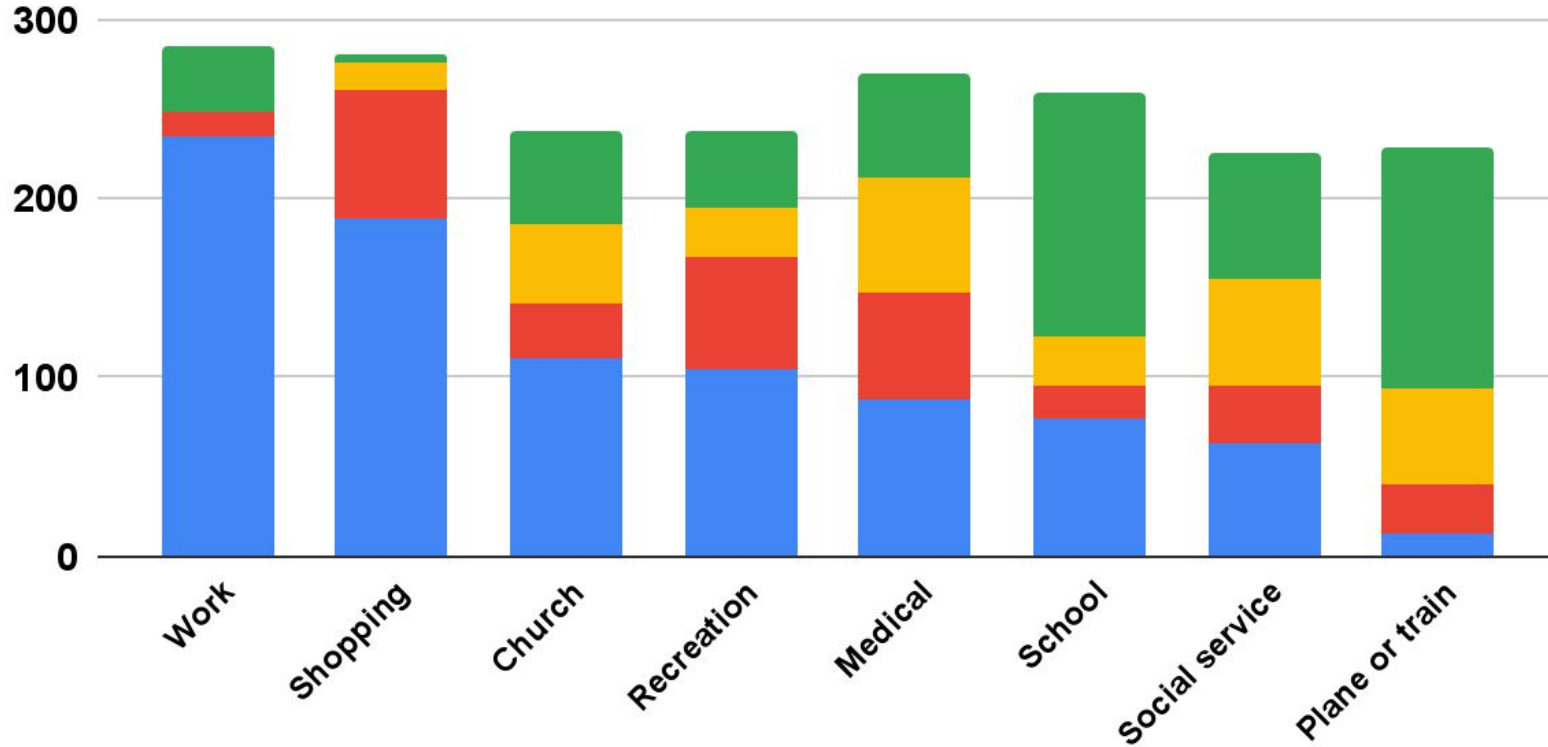
Frequency of travel options

Never Rarely Occasionally Frequently

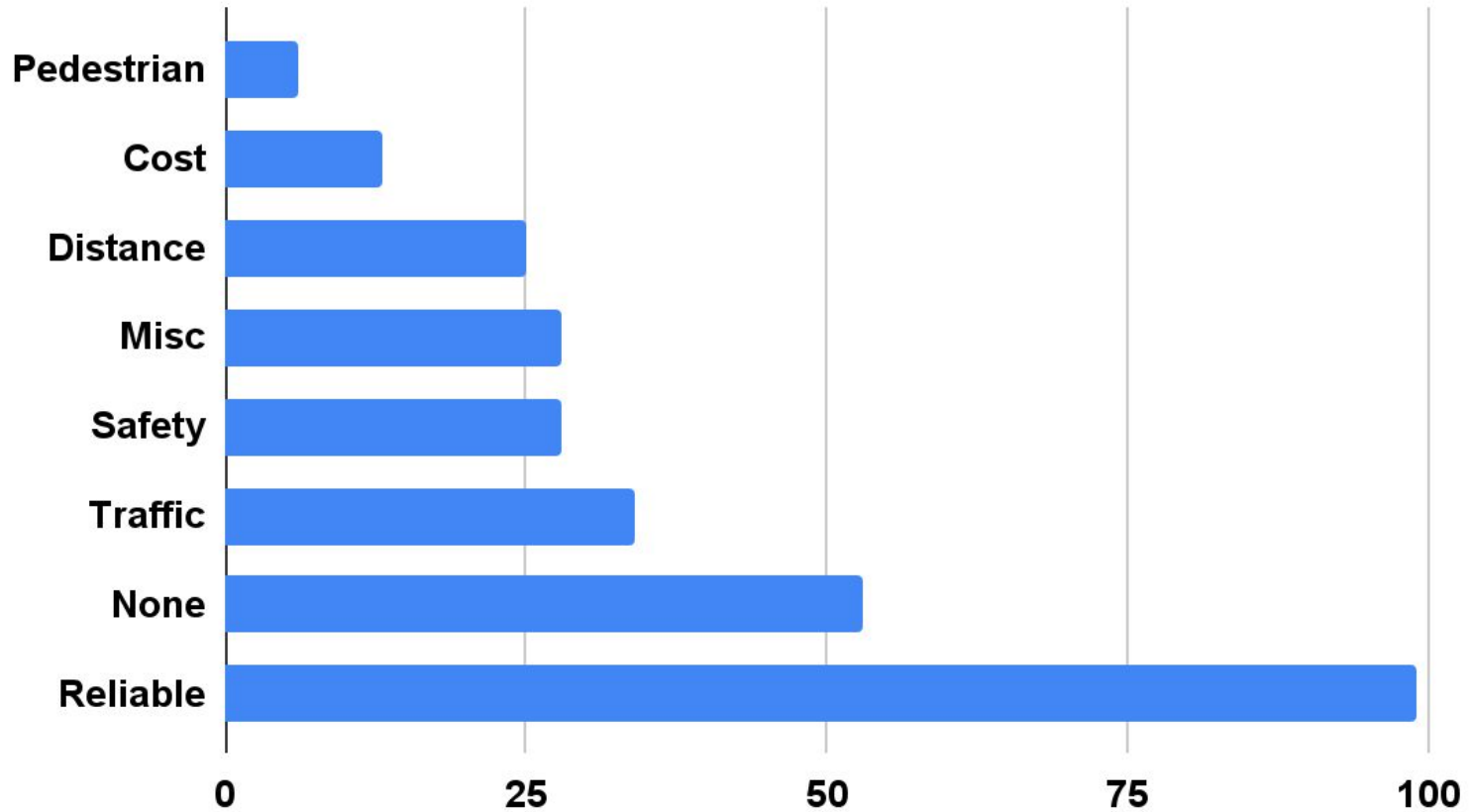


Purpose of Travel

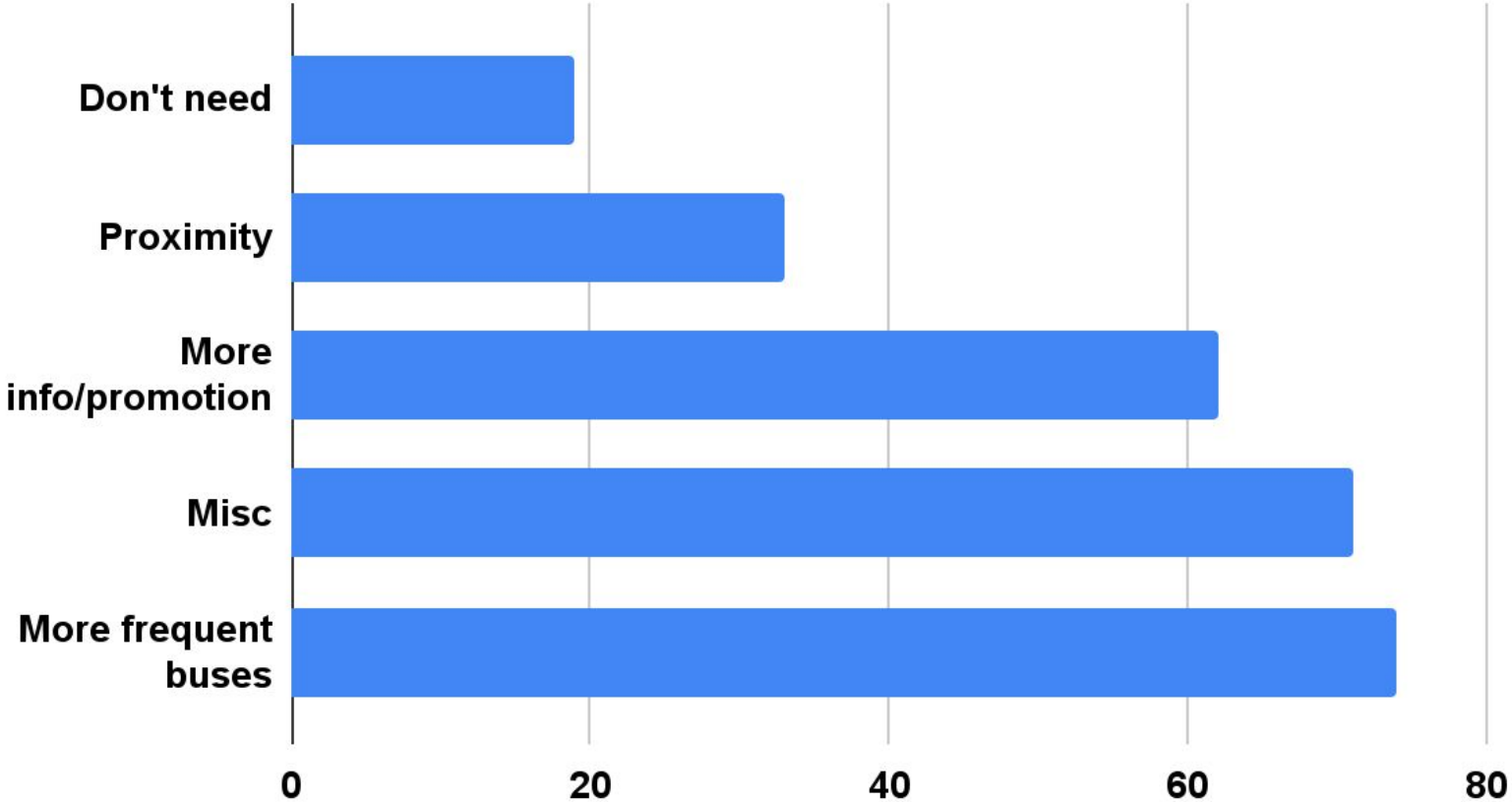
Never Rarely Occasionally Frequently



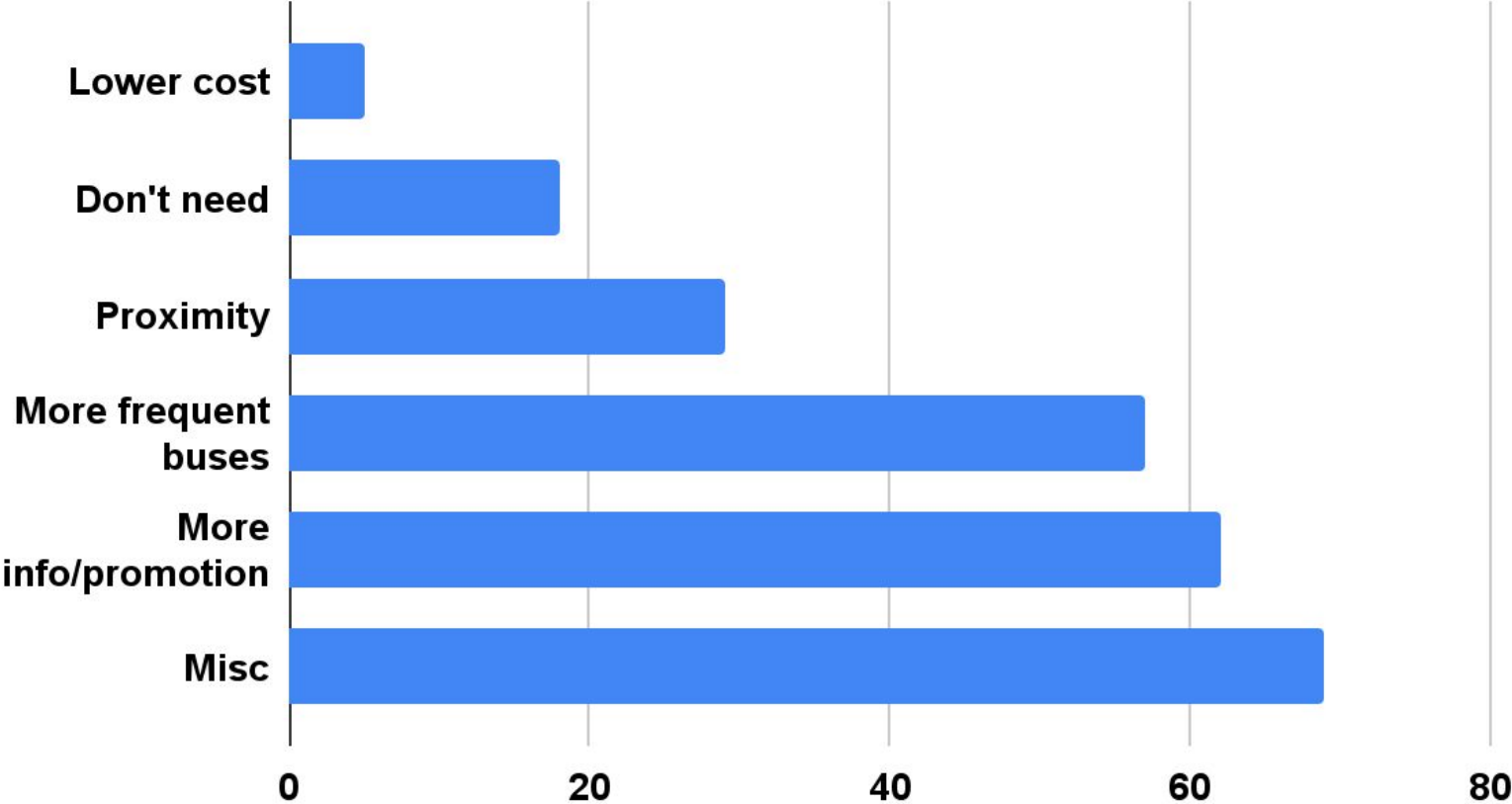
Travel Challenges



Increasing Value of the Hermiston/Boardman Connector



Increasing Value of the Boardman/POM Circular



Our Humble Recommendations

- Work with employers regarding the dissemination of information on transit options (Finding #1)
- Invest in more full time drivers/more buses on the roads (2,3)
- Encourage collaboration with employers to promote coordination of transportation options to work (2,6)
- Work with employers to offer incentives to use new service routes (6)
- Foster ridership by providing residents with “travel training” (1,4)
- Invest more in promotional information in Spanish (1,4)
- Broaden scope of Dial-A-Ride services, framing of advertisements (1,4)
- Investments in pedestrian and cycling infrastructure to facilitate connectivity with transit routes (5)
- Measure utilization of bus services over time compared to current usage (All)

Open Discussion





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

(For BOC Use)
Item #
7d

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: June 16, 2023

Department: Planning

Requested Agenda Date: June 21, 2023

Short Title of Agenda Item: Presentation on the Willow Creek Valley Goal 9 Economic Development Project and overview of
(No acronyms please) the final reports.

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

Tamra Mabbott June 16, 2023 Department Director Required for all BOC meetings
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County Counsel *Required for all legal documents
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

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

Morrow County Planning secured a Technical Assistance Grant from Oregon Department of Land Conservation and Development on behalf of the three cities in the Willow Creek Valley. The purpose of the project was to develop a Goal 9 Economic Development and Employment Lands Assessment to include a traditional Economic Opportunity Analysis (EOA) along with development of a regional strategy for growth for the three cities (Ione, Lexington, and Heppner) in the Willow Creek Valley (WCV) region of Morrow County.

Contract with Points Consulting began in July 2022 and is their work is now complete. Members of the Points Consulting Team and Planning Director Mabbott will present an overview of the process and a summary of the final reports.

The final reports will be adopted by each of the cities. County will post the reports on the Planning Department website.

See attached presentation slides.

2. FISCAL IMPACT:

N/A

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

Informational only.

Attach additional background documentation as needed.

Goal 9: Economic Development and Employment Lands Assessment

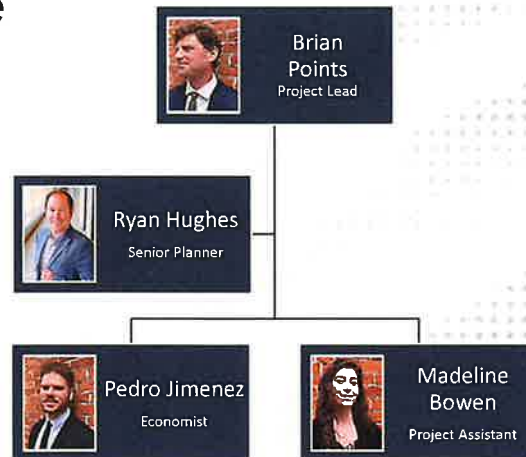
Presented by: Points Consulting & Nexus Planning Services

June 21, 2023



Our Team & Expertise

- Land Use & GIS
- Demographic & Economic Forecasting
- Industry and Market Studies
- National/International Best Practices
- Rural Areas Experience
- Both Local and National Presence



Project Context

- The Economic Opportunities Analysis should clearly explain the factors, data, assumptions, and conclusions used to estimate ***industrial and other employment land demand for the 20-year planning period***. The substantive content of an Economic Opportunities Analysis is governed by OAR 660-009- 0015.

Oregon's
Statewide Planning
Goals & Guidelines



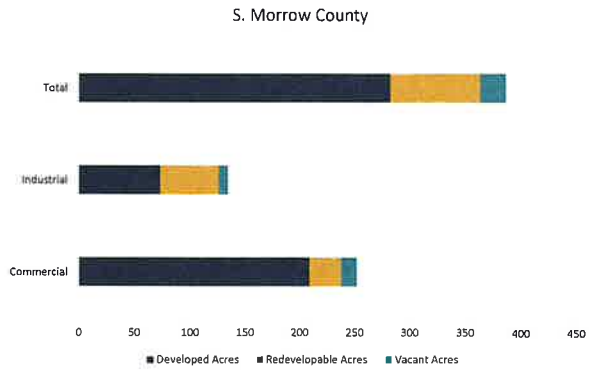
Land Use Terminology

- Employment Lands
- Developed
- Vacant
- Redevelopable
- Development Constraints
- Suitable
- OAR 660-009-0005 "Definitions"



Land Use & Supply Assessment

	Heppner		Ione		Lexington		S. Morrow County	
	Redevelopable Acres	Vacant Acres	Redevelopable Acres	Vacant Acres	Redevelopable Acres	Vacant Acres	Redevelopable Acres	Vacant Acres
Commercial	17.6	0.5	7.2	3.1	3.7	10.8	28.4	14.5
Industrial	32.1	0.8	0.0	0.0	20.4	8.2	52.5	9.0
Total	49.6	1.3	7.2	3.1	24.1	19.0	80.9	23.4

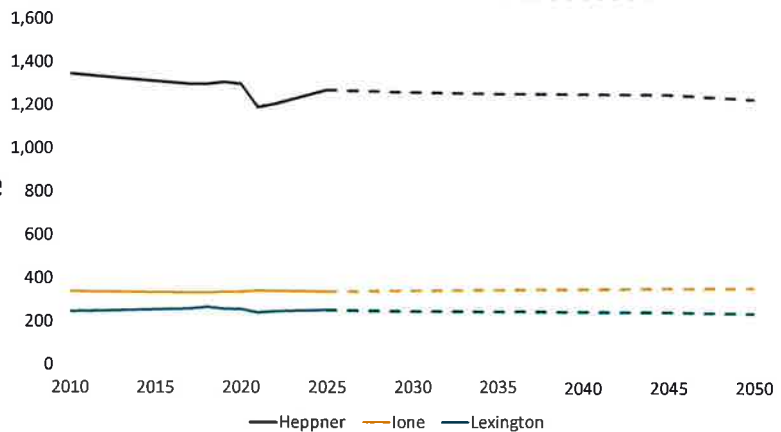


Source: Nexus Planning Services using Oregon DOR GIS Data, 2022



Socioeconomic Conditions - Population

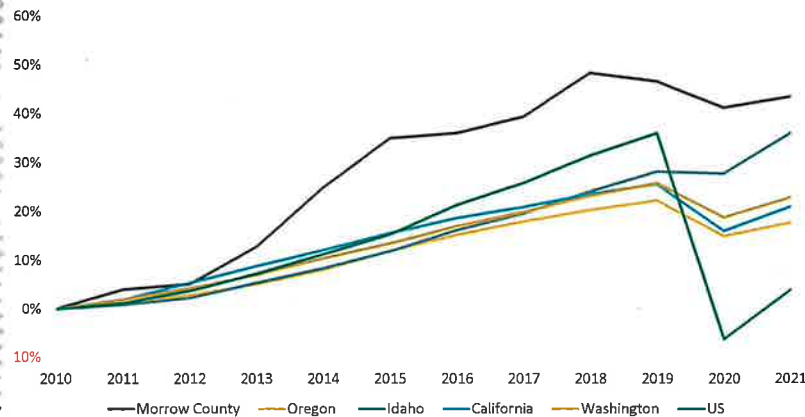
- WVC has not had tremendous decrease in the last 12 years
- Population projections are intended to steadily increase
 - Lexington projections will slightly fall



Source: Portland State University, Population Research Center



Socioeconomic Conditions - Employment



- Morrow County has had strong employment growth, increasing 44% in an 11-year span.
- Morrow County's total employment increased 26%,
 - Higher than the state, and 40% higher than the national level.
- Morrow County has also experienced significant growth in wages—increasing 125% in 11 years.

Source: US Bureau of Labor Statistics, Quarterly Census of Employment and Wages, and Data Tactical Group



Employment Forecast for the WCV

Category	Current Employment (2023)	Expected Employment (2033)	Percent Growth (10-Years)	Expected Employment (2043)	Percent Growth (20-Years)
Construction & Mining	36	36	0.0%	36	0.0%
Manufacturing	60	62	3.3%	62	3.3%
Transportation, Com. & Utilities	38	39	2.6%	41	7.9%
Wholesale Trade	35	35	0.0%	36	2.9%
Retail Trade	57	56	(1.8%)	52	(8.8%)
Finance, Insurance, Real Estate (FIRE)	41	41	0.0%	41	0.0%
Services	319	315	(1.3%)	312	(2.2%)
Industrial Subtotal	169	172	1.8%	175	3.6%
Commercial & Service Subtotal	416	413	(0.7%)	406	(2.4%)
Government	88	88	0.0%	88	0.0%
Other (Uncovered Employment)	31	34	9.7%	33	6.5%
Grand Total	704	707	0.4%	702	(0.3%)

Source: Points Consulting using Esri Business Analyst, and US Census Bureau, 2023



Employment Lands Forecast for the WCV

2033					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	19	3	20%	20%	1.4
Commercial Acres	13	(1)	20%	20%	2.9
2043					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	19	7	20%	10%	5.2
Commercial Acres	13	(8)	20%	10%	4.0

Source: Points Consulting using Esri Business Analyst, and US Census Bureau, 2023



Future Land Use Needs

- The shortage of both medium and large industrial sites in the WCV area is one of its greatest challenges to economic competitiveness.
- Within all commercial and industrial districts across all three cities there are only two parcels with net buildable land exceeding 20-acres.
- PC's conclusions on land demand suggests that the communities of lone and Lexington may warrant a slight increase in commercial land supply, while the biggest need is for Heppner, in terms of large-tract industrial lands.



Recommendations for Economic Development

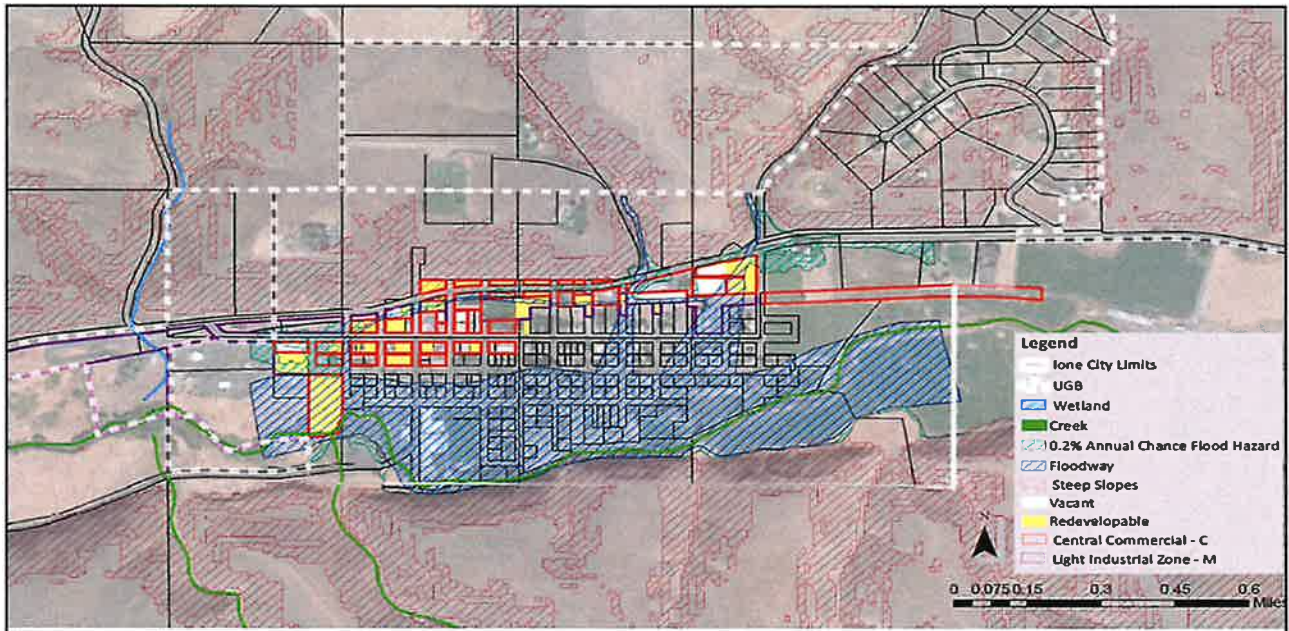
- Develop industrial and commercial sites to boost private sector employment.
- Organize community events to attract crowds and support local businesses.
- Enhance WCV communities' tourism branding through improved marketing, focusing on tours, maps, and eateries.
- Position South Morrow as a renewable energy hub, exploring options like biomass, solar, wind, and battery storage.



Q&A

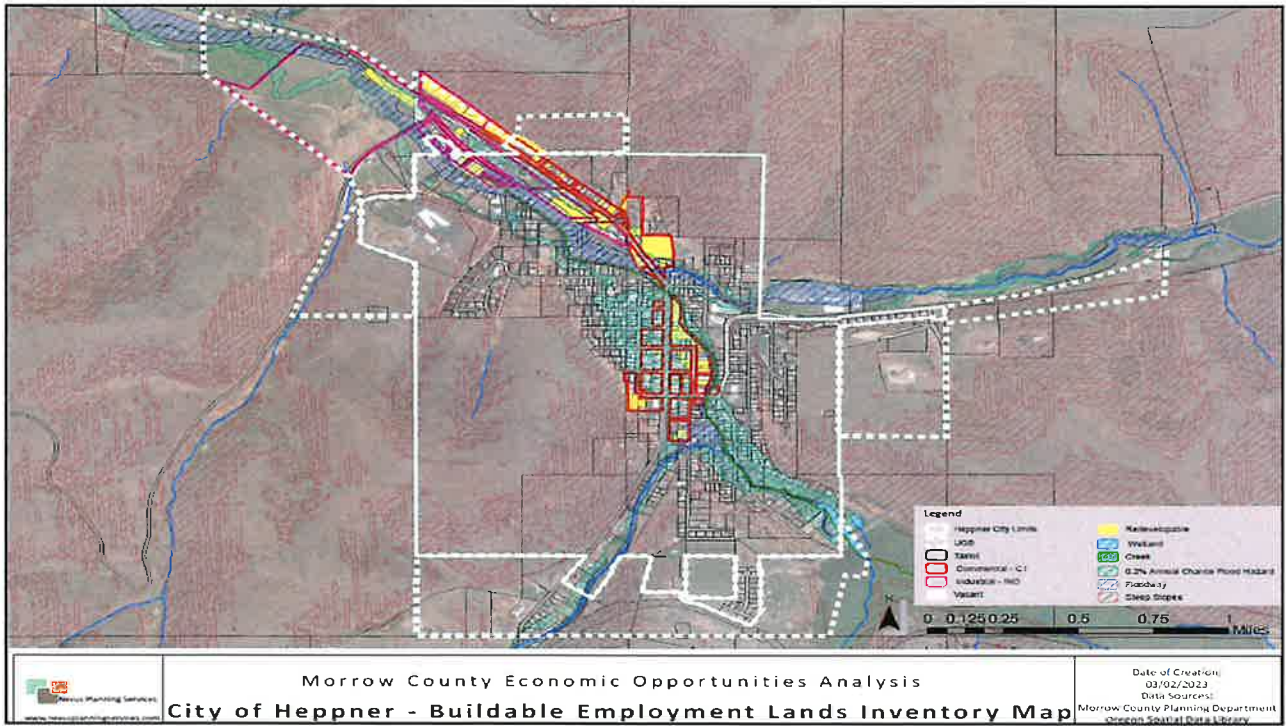
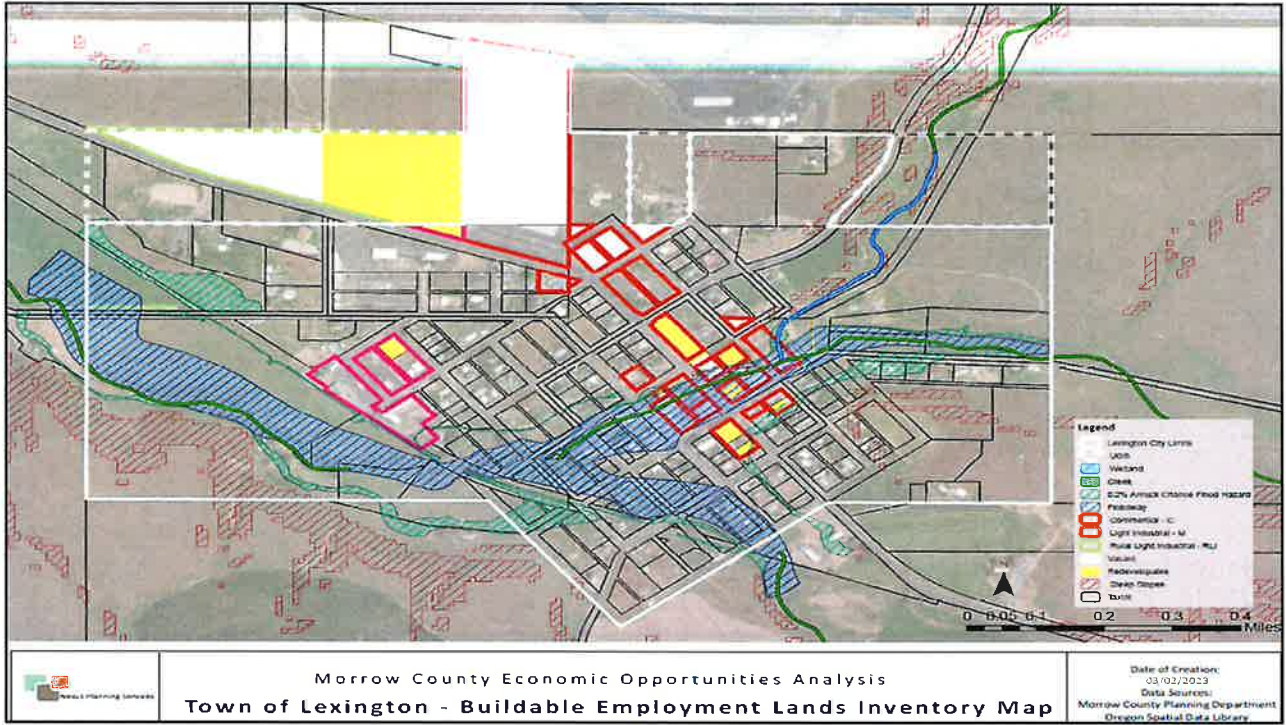


Appendix



Morrow County Economic Opportunities Analysis
City of Ione - Buildable Employment Lands Inventory Map

Date of Creation: 03/02/2023
Data Sources: Morrow County Planning Department, Oregon Spatial Data Library



Detailed Population for WCV

Area	2010 Pop	2022 Pop	2050 Fore-casted Pop	'10-'22 Change	'10-'22 % Change	'22-'50 Change	'22-'50 % Change
Ione	329	336	348	7	2.1%	12	3.6%
Lexington	243	243	232	0	0.0%	(11)	(4.5%)
Heppner	1,291	1,203	1,222	(88)	(6.8%)	19	1.6%
Morrow County	11,173	12,635	14,392	1,462	13.1%	1,757	13.9%
Oregon	3.8M	4.3M	5.6M	0.5M	13.2%	1.3M	30.2%
US	308.7M	334.0M	389.0M	25.3M	8.2%	55M	16.5%

Source: Portland State University, Population Research Center, 2021



Employment Forecast for Heppner

Category	Current Employment (2023)	Expected Employment (2033)	Percent Growth (10-Years)	Expected Employment (2043)	Percent Growth (20-Years)
Construction & Mining	27	26	(3.7%)	25	(7.4%)
Manufacturing	51	52	2.0%	53	3.9%
Transportation, Com. & Utilities	25	26	4.0%	26	4.0%
Wholesale Trade	30	30	0.0%	30	0.0%
Retail Trade	50	50	0.0%	46	(8.0%)
Finance, Insurance, Real Estate (FIRE)	27	28	3.7%	28	3.7%
Services	269	263	(2.2%)	256	(4.8%)
Industrial Subtotal	133	134	0.8%	135	1.5%
Commercial & Service Subtotal	347	341	(1.7%)	330	(4.9%)
Government	75	75	0.0%	75	0.0%
Other (Uncovered Employment)	28	27	(3.6%)	27	(3.6%)
Grand Total	582	577	(0.9%)	566	(2.7%)

Source: Points Consulting using ESR Business Analyst, and US Census Bureau, 2023



Employment Forecast for Ione

Category	Current Employment (2023)	Expected Employment (2033)	Percent Growth (10-Years)	Expected Employment (2043)	Percent Growth (20-Years)
Construction & Mining	6	7	16.7%	7	16.7%
Manufacturing	8	8	0.0%	8	0.0%
Transportation, Com. & Utilities	11	12	9.1%	13	18.2%
Wholesale Trade	2	2	0.0%	2	0.0%
Retail Trade	4	4	0.0%	4	0.0%
Finance, Insurance, Real Estate (FIRE)	11	11	0.0%	11	0.0%
Services	28	29	3.6%	31	10.7%
Industrial Subtotal	27	28	3.7%	30	11.1%
Commercial & Service Subtotal	43	45	4.7%	46	7.0%
Government	9	9	0.0%	9	0.0%
Other (Uncovered Employment)	2	2	0.0%	3	50.0%
Grand Total	81	84	3.7%	87	7.4%

Source: Points Consulting using Esri Business Analyst, and US Census Bureau, 2023



Employment Forecast for Lexington

Category	Current Employment (2023)	Expected Employment (2033)	Percent Growth (10-Years)	Expected Employment (2043)	Percent Growth (20-Years)
Construction & Mining	3	3	0.0%	3	0.0%
Manufacturing	1	1	0.0%	1	0.0%
Transportation, Com. & Utilities	2	2	0.0%	2	0.0%
Wholesale Trade	4	4	0.0%	4	0.0%
Retail Trade	2	3	50.0%	3	50.0%
Finance, Insurance, Real Estate (FIRE)	2	2	0.0%	2	0.0%
Services	21	23	9.5%	25	19.0%
Industrial Subtotal	9	10	11.1%	11	22.2%
Commercial & Service Subtotal	25	28	12.0%	30	20.0%
Government	5	5	0.0%	5	0.0%
Other (Uncovered Employment)	1	2	100.0%	2	100.0%
Grand Total	40	44	10.0%	47	17.5%

Source: Points Consulting using Esri Business Analyst, and US Census Bureau, 2023



Employment Lands Forecast in Heppner

2033					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	1	1	20%	10%	0.9
Commercial Acres	9	(6)	20%	10%	0.0
2043					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	1	2	20%	10%	1.8
Commercial Acres	9	(16)	20%	10%	0.0

Source: Points Consulting, 2023



Employment Lands Forecast in Ione

2033					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	2	1	20%	20%	0.5
Commercial Acres	1	2	20%	20%	1.9
2043					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	2	3	20%	10%	1.3
Commercial Acres	1	3	20%	10%	2.6

Source: Points Consulting, 2023



Employment Lands Forecast in Lexington

2033					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	16	1	20%	20%	0.1
Commercial Acres	3	3	20%	20%	1.0
2043					
Land Use	Emp/ Acre (Current)	Forecasted New Emp.	Public Lands Adj.	Real Estate Vacancy	Land Demand (Net Acres)
Industrial Acres	16	2	20%	10%	0.1
Commercial Acres	3	5	20%	10%	1.5

Source: Points Consulting, 2023





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

(For BOC Use)
Item #
7e

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

Presenter at BOC: Eric Imes
Department: Public Works - Roads
Short Title of Agenda Item: Amazon Bombing Range Turn Lane Contract Award
Date submitted to reviewers: 6/1/2023
Requested Agenda Date: 6/21/2023
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Bolen Construction LLC
Contractor/Entity Address: P.O. Box 288 Hermiston, Oregon 97838
Effective Dates - From: July 1, 2023 Through: August 30, 2023
Total Contract Amount: \$154,232.20 Budget Line: 202-220-5-40-9050
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Eric Imes 6/1/2023 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office 6/2/2023 *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

On October 6, 2022 Morrow County and Amazon Data Service, Inc. entered into a Road Use Agreement (attached) for the campus development on Bombing Range Road. As part of the agreement Public Works is facilitating the construction of a right turn refuge or turn lane onto the property. Amazon Data Services will be reimbursing the county for the construction, administration, and engineering costs. Engineering firm Anderson Perry conducted a sealed bid solicitation for the project. Attached to this agenda are the documents to enter into a contract agreement with the lowest responsive and responsible bidder Bolen Construction LLC.

If a motion passes to enter into the contract agreement there are three copies to sign. One for Anderson Perry, Bolen Construction, and Morrow County.

2. FISCAL IMPACT:

\$154,232.20 out of the Road Fund, Capital Outlay, Construction, to be reimbursed by Amazon Data Services.

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

Motion to approve the Bombing Range Road Turn Lane Construction Contract Between Morrow County and Bolen Construction LLC.

Attach additional background documentation as needed.

Morrow County Road Use Agreement
With Amazon Data Services, Inc.

1.0 DATE

The effective date of this agreement ("Agreement") is the date and time when the agreement has been signed by all parties as reflected in the signature blocks below.

2.0 PARTIES

The parties to this Agreement are MORROW COUNTY, a political subdivision of the State of Oregon ("County"), and AMAZON DATA SERVICES, INC., a Delaware corporation ("ADS").

3.0 ROADS

- 3.1** ADS, as part of its industrial campus development ("Project") located on property described as tax lot 1701 of Assessor's Map 4N 25E 24 ("Property"), will be using a County Road for hauling operations and other construction traffic, specifically only the following road ("Road") is considered a part of this Agreement: Bombing Range Road (County Road No. 490), portion south of Interstate 84 and north of the southern boundary of the Property.
- 3.2** Additional roads that may be used as part of the hauling operation and other construction traffic, if applicable, will be agreed upon by ADS and the County Public Works Director and will be subject to the terms of this Agreement. The parties will incorporate additional roads by a written addendum to this Agreement before such roads are so utilized.
- 3.3** This Agreement sets out the terms of use for the hauling operations and other construction traffic that would necessitate any improvement and maintenance to the Road utilized by the Project.
- 3.4** The Road will be used for oversize loads and other construction traffic, such as concrete and construction materials. This Road may require modifications and/or safety considerations to accommodate the use by ADS. County consents to the modifications as set out in this Agreement, to the extent within County jurisdictions. Any work or use on private property or within State or City jurisdiction is beyond the scope of this Agreement.



- 3.5** County consents to the use of the Road by ADS under the terms and conditions of this Agreement.
- 3.6** It is the intent of this Agreement that all affected roads remain open for public use during construction. Accordingly, ADS and the County will keep roadways in conditions approved by the County Public Works Director to allow the continued public use of the public roadways.

4.0 CONDITIONS

- 4.1** ADS will provide to County a written list of all roads other than the Road that, subject to the County Public Works Director's consent, ADS will use as part of its hauling operation. The County Public Works Director will not unreasonably withhold consent to any such additional roads identified by ADS.
- 4.2** At least 7 days before commencing the use of any road (including the Road) for hauling operations, ADS will provide to the County a videotape or equivalent showing the condition of that road.
- 4.3** ADS will abide and comply with all load limits established by the County on all roads used for hauling materials and equipment to and from the Project until such time the road improvement project described in Section 5 of this Agreement has been awarded and construction has started.
- 4.4** County reserves the right and authority to change or vary the load limits on any County road as the County deems necessary.
- 4.5** ADS will be responsible for providing traffic control and protective devices meeting the requirements of the Manual on Uniform Traffic Control Devices ("MUTCD") and Oregon Supplement to MUTCD as required to allow the safe flow of traffic on the Road. ADS acknowledges that the Road may, in some locations, be of minimum width and sight distances.
- 4.6** Any bridges located on the Road with a load limit of less than legal loads, will be improved at the expense of ADS to the satisfaction of County prior to ADS commencing the hauling operation or use on the Road.

5.0 MODIFICATIONS

- 5.1** The following modifications to the Road are contemplated by this Agreement, and County agrees to perform these modifications as County deems necessary and ADS agrees to reimburse County for the costs for said



improvements, including a 10% Administration cost to County, up to an amount not to exceed \$495,000.00 ("Reimbursement Cap"):

- Construct a southbound to westbound right-hand turn lane on Bombing Range Road at the primary site access point in order to minimize traffic hazards; install signage on Bombing Range Road warning of truck turns/driveways ahead and incorporating flashing signals during poor visibility conditions; and install lighting and signage at Project access points to meet standards approved by Morrow County Public Works Director and Morrow County Engineer and as outlined in the Morrow County Transportation System Plan (collectively, "Bombing Range Road Improvements"). All design, engineering, inspection, and administration costs related to the Bombing Range Road Improvements and incurred by County ("Bombing Range Road Improvement Costs") will be paid by ADS, not to exceed Reimbursement Cap.

The Reimbursement Cap does not include other payments required to be paid by Sections 3.2, 3.3, 3.4, 4.5, 4.6, 6.1, and 7.4. All other reimbursements that ADS is required to make under this Agreement are subject to the Reimbursement Cap, except as excluded by the previous sentence.

- 5.2** In connection with the maintenance and repair of the Road in accordance with this Agreement, the parties acknowledge and agree that there may need to be utility and irrigation relocations; provided however that, in conjunction with approving the zoning permit for the Project (County File No. ZP-2956-22), the County Planning Commission found that no right-of-way dedication or acquisition was necessary in conjunction with completing the Bombing Range Road Improvements. County will obtain all necessary approvals, consents, and permits in connection with any utility and irrigation relocation subject to reimbursement for actual costs by ADS.
- 5.3** ADS acknowledges that County will comply with all applicable state and federal procurement statutes, rules, and policies. County will conduct all procurement processes connected with this section and will award all contracts based upon applicable state and federal procurement statutes, rules, and policies.
- 5.4** Within 30 calendar days after the date County accepts a construction bid in accordance with this Agreement and notifies ADS of the awarded cost, ADS will deliver 30% of Reimbursement Cap to County. For this initial



reimbursement and subsequent reimbursements, ADS will reimburse County for the Bombing Range Road Improvement Costs pursuant to the following procedure and only up to the amount of the Reimbursement Cap:

- a. County will submit to on-site representative each invoice approved by County reflecting costs charged to the County for completion of all or a portion of the Bombing Range Road Improvements, together with an itemized explanation of the aspect of the Bombing Range Road Improvements reflected in the invoice, including a 10% Administration cost to County ("Reimbursement Request").
- b. Within 7 days after receipt of the County Reimbursement Request, ADS will review same and either: (i) determine the Reimbursement Request to be reasonable; or (ii) determine the Reimbursement Request to be unreasonable and provide written notice of its specific objections to County. ADS will only object to the Reimbursement Request if it includes line items that are material additions or changes to the Bombing Range Road Improvements as defined in this Agreement that have not been previously authorized by ADS, or if the cost for time and materials is, without sufficient justification, significantly higher than ADS' experience in the marketplace. Within 7 days after receipt of ADS' written objections, the parties will meet to discuss a resolution. The amount of ADS' reasonable determination or the parties' mutual agreement will be the amount of the reimbursement awarded in response to the specific Reimbursement Request ("Reimbursement").
- c. Within 30 days after ADS' reasonableness determination or the parties' mutual agreement, ADS will pay an amount equal to the Reimbursement to County.

5.5 County will complete modifications required by this Agreement within 24 months after receiving all entitlements. Entitlements to include design of improvements approved by County, land acquisitions needed, irrigation relocation approval, any other utility relocation and accepted bid by County for construction of said improvements.

5.6 The parties agree that execution of this Agreement by both parties will constitute full satisfaction by ADS of Conditions 4 and 5 of County File No. ZP-2956-22, as it has been amended by County. ADS will not be required to take any further steps or actions, under this Agreement or otherwise, to satisfy these conditions. For purposes of obtaining future permits or



certificates of occupancy for data center buildings in the Project, Developer will have no further obligations to fund or complete improvements to Bombing Range Road.

6.0 MAINTENANCE

- 6.1** Until award of project and construction has commenced, ADS agrees that if notified in writing by the County of any necessary maintenance on the segment of Bombing Range Road covered by this Agreement, ADS will perform all such required maintenance at ADS' expense within 24 hours after receipt of notice, provided that such notice includes specific details of the condition of the road segment needing to be repaired and if such problem was caused by ADS.

7.0 ADDITIONAL CONDITIONS

- 7.1** From acceptance of this Agreement until the Bombing Range Road Improvements are completed, ADS will provide traffic control plans to the Public Works Director for approval and provide temporary traffic control with licensed personnel any time there is road work being performed or during construction hours to provide a smooth and safe traffic flow on roads used in this Agreement.
- 7.2** ADS will comply with the Morrow County Transportation System Plan including, but not limited to, requirements for Traffic Impact Analysis, development of roads to County road standards, and access management requirements. The parties agree that ADS has satisfied these requirements for the Project as approved by County in County File No. ZP-2956-22, as amended and signed on July 5, 2022.
- 7.3** County will request bids for road work described in this Agreement. If the bids accepted as part of procurement process exceed the engineer's estimate as advertised in the RFP, County will bear the additional costs above the amount of the engineer's estimate.
- 7.4** Within 14 days after completing the use of any road (including the Road) for hauling operations, ADS will provide to the County a videotape or equivalent showing the condition of that road. If a comparison of this videotape or equivalent with the pre-hauling videotape or equivalent submitted pursuant to Section 4.2 indicates the existence of road damage caused by ADS construction traffic, ADS will be responsible for the cost of restoring the road(s) to at least as good a condition as existed at the



commencement of construction, in an amount agreed upon by the County Public Works Director and ADS. The County will be responsible for administering the repairs, subject to ADS' payment of a fee to the County equal to 10% of the road repair costs.

8.0 GENERAL TERMS

- 8.1** All work on any County Road will be completed to the reasonable satisfaction of Morrow County Public Works Director.
- 8.2** The County's designated representative to implement this Agreement is the Morrow County Public Works Director, who can be reached at 541.989.9500.
- 8.3** All materials and work product applied to any County Road as a result of this Agreement become the exclusive property of County.
- 8.4** County will comply with all Federal, State, and local laws and ordinances applicable to work under this Agreement.
- 8.5** The time for performance of any term, covenant, condition, or provision of this Agreement will be extended by any period of any occurrence beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and will include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, riot, civil commotion, acts of public enemy and casualty or unrelated third parties, and, legal challenge by a non-signatory to this Agreement not arising from breach or non-compliance with this Agreement so long as the party claiming such force majeure is proceeding diligently and with good faith commercially reasonable efforts to settle, fully adjudicate, or otherwise obtain final disposition of such matter.
- 8.6** Upon full execution of this Agreement, ADS' pre-conditions to access permits at the Project are deemed satisfied with respect to County Roads and no further conditions with respect to County Roads will be placed upon ADS' ability to obtain building permits (or any occupancy permits) at the Project from County.
- 8.7** Notwithstanding ADS' commitment to pay up to the Reimbursement Cap and complete other obligations pursuant to the terms of this Agreement, ADS reserves any and all rights to challenge any additional exactions



imposed by County through this Agreement or in subsequent applications for the Project.

- 8.8** In the case of any change in regional policy or federal or state law or other change in circumstance that renders compliance with this Agreement impossible or unlawful, the parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of either party under this Agreement. If the substantial rights of either party are prejudiced by giving effect to the remainder of this Agreement, then the parties will negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law or circumstance, this Agreement fails in its essential purpose then the parties will be placed into their original position to the extent practical.
- 8.9** The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable will only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a party being given "sole discretion" or being allowed to make a decision in its "sole judgment."
- 8.10** Each party will, without further consideration, execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the parties.
- 8.11** The parties agree that this Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, a comprehensive plan provision, or a land use regulation, and County and ADS acknowledge and agree that any and all land use approvals required for the Project and/or Bombing Range Road Improvements are to be obtained (or have been obtained) in due course on another date in accordance with all applicable laws and regulations.
- 8.12** No amendment, change or modification of this Agreement will be valid, unless in writing and signed by the parties.
- 8.13** The laws of the State of Oregon will govern the interpretation and enforcement of this Agreement without regard to principles of conflicts of laws.



8.14 Time is expressly declared to be of the essence in this Agreement.

8.15 All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 8.15.

To County: Morrow County Public Works Office
Attn: Public Works Director
365 West Highway 74
Lexington, OR 97839

With a copy to: Morrow County Counsel
100 S Court Street
PO Box 664
Heppner, OR 97836

To ADS: Amazon Data Services, Inc.
410 Terry Ave N
Seattle, Washington 98109
Attn: General Counsel (AWS Real Estate - Bombing Range Road)

With a copy via email to: NADCRent@amazon.com
Legal-us-realestate@amazon.com

8.16 This Agreement and its attached exhibits set forth the entire understanding among the parties hereto with respect to the subject matter herein, there being no terms, conditions, warranties, or representations with respect to its subject matter other than as contained herein.

8.17 The parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that party. Without limiting the generality of the foregoing, each party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement by it. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each party represents to the other that neither the execution and delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.



- 8.18** For all reimbursable costs incurred by County in connection with this Agreement, ADS will reimburse the County as described in Section 5, subject to the Reimbursement Cap. All invoices will state "Bombing Range Road Use Agreement" on the subject line.

9.0 TERMINATION OF AGREEMENT

- 9.1** If ADS defaults in fulfilling the conditions or terms of this Agreement, or any of them, County may, at its option, terminate this Agreement, and all obligations of the parties will cease and terminate except where such rights, license, privileges, and obligations expressly or impliedly survive termination.
- 9.2** If County defaults in fulfilling the conditions or terms of this Agreement, or any of them, ADS may, at its option, terminate this Agreement, and all obligations of the parties will cease and terminate except where such rights, license, privileges, and obligations expressly or impliedly survive termination.
- 9.3** Any condonation, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenant, provision, or condition herein contained will not operate as a waiver of either party's rights or responsibilities hereunder in respect to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No term or condition of this agreement or any breach thereof will be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving the term or condition.

10.0 SIGNATURE

- 10.1** Either party may deliver executed signature pages to this Agreement by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

The parties have signed this Agreement in duplicate as of the dates below written.



MORROW COUNTY


Jim Doherty, Chair

10/6/2022
Date


Melissa Lindsey, Commissioner

10/6/2022
Date

Recused -
Don Russell, Commissioner

Date

AMAZON DATA SERVICES, INC.

Nat Sahlstrom
Name:

Authorized Signatory
Title:


By:

October 5, 2022 | 12:01 PM PDT
Date:



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between Morrow County, Oregon ("Owner") and Bolen Construction LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Work for the Project includes, but is not limited to, earthwork, installation of approximately 1,000 tons of aggregate base rock, 300 tons of asphalt concrete pavement, and permanent signing and striping.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Bombing Range Road Turn Lane - 2023

ARTICLE 3—ENGINEER

3.01 The Owner has retained Anderson Perry & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid Form, Article 3 – Bid Schedule attached hereto as Exhibit A.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total

payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. In accordance with Oregon Revised Statutes 279C.570, if the Contract Price exceeds \$500,000, the Owner shall place amounts withheld as retainage in an interest-bearing escrow account selected by the Owner. Interest on the retainage amount shall accrue from the date the payment request is approved until the date the retainage is paid to the Contractor to which it is due. Interest from such account shall be paid to the Contractor.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- B. All moneys not paid when due shall bear interest at an annual rate equal to three (3) times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after receipt of the Engineer-approved Application for Payment from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date. The annual rate of interest shall not exceed 30 percent.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement (pages 1 of 6 to 6 of 6, inclusive).
 - a. Exhibit A: Contractor's Bid Form, Article 3 - Bid Schedule (page 2, inclusive).
 - b. Exhibit B: Addenda (none issued).
 - 2. Bonds:
 - a. Performance Bond (together with power of attorney) (not attached but incorporated by reference).
 - b. Payment Bond (together with power of attorney) (not attached but incorporated by reference).
 - 3. Certificate of Insurance (not attached but incorporated by reference).
 - 4. General Conditions (not attached but incorporated by reference).
 - 5. Supplementary Conditions (pages 1 of 21 to 21 of 21, inclusive) (not attached but incorporated by reference).
 - 6. Specifications as listed in the table of contents of the Contract Documents (not attached but incorporated by reference).
 - 7. Drawings (not attached but incorporated by reference) and Oregon Standard Drawings as listed on the cover, inclusive.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Requests for Interpretation
 - c. Work Change Directives.
 - d. Change Orders.
 - e. Field Orders.
 - f. Contractor's Notice of Substantial Completion
 - g. Certificate of Substantial Completion
 - h. Contractor's Completion Certification
 - i. Notice of Acceptability of Work
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information and observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. Counterparts will be provided to Owner, Contractor, and Engineer.

This Agreement will be effective on 5-26-23 (which is the Effective Date of the Contract).

Owner:

Contractor:

Morrow County, Oregon

Bolen Construction LLC

(typed or printed name of organization)

(typed or printed name of organization)

By:

By:

(individual's signature)

(individual's signature)

Date:

Date:

(date signed)

(date signed)

Name:

Name:

(typed or printed)

(typed or printed)

Title:

Title:

(typed or printed)

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

(individual's signature)

(individual's signature)

Title:

Title:

(typed or printed)

(typed or printed)

Address for giving notices:

Address for giving notices:

P.O. Box 428 / 365 W. Highway 74

P.O. Box 288

Lexington, Oregon 97839

Hermiston, Oregon 97838

Designated Representative:

Designated Representative:

Name:

Name:

(typed or printed)

(typed or printed)

Title:

Title:

(typed or printed)

(typed or printed)

Address:

Address:

Phone:

Phone:

Email:

Email:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.:

(where applicable)

State:

Exhibit A

Contractor's Bid Form, Article 3 - Bid Schedule

ARTICLE 3 – BID SCHEDULE

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1.	Mobilization/Demobilization	L.S.	<u>XXX</u>	All Req'd	<u>12,000</u>
2.	Temporary Protection and Direction of Traffic/Project Safety	L.S.	<u>XXX</u>	All Req'd	<u>9,000</u>
3.	Erosion and Sediment Control	L.S.	<u>XXX</u>	All Req'd	<u>6,000</u>
4.	Clearing and Grubbing	L.S.	<u>XXX</u>	All Req'd	<u>5,000</u>
5.	Earthwork	L.S.	<u>XXX</u>	All Req'd	<u>17,000</u>
6.	Asphalt Pavement Sawcutting	L.F.	<u>6.00</u>	600	<u>3,600</u>
7.	Base Rock	Ton	<u>43.50</u>	800	<u>34,800</u>
8.	Level 3, 1/2-inch Asphalt Concrete Pavement Mixture	Ton	<u>183.97</u>	260	<u>47,832.20</u>
9.	Pavement Striping, Marking, and Signing	L.S.	<u>XXX</u>	All Req'd	<u>14,000</u>
10.	Surface Restoration	L.S.	<u>XXX</u>	All Req'd	<u>5,000</u>
				TOTAL BID PRICE	\$ <u>154,232.20</u>

3.02 Bidder acknowledges that:

- B. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- C. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Exhibit B
Addenda (*None Issued*)

NOTICE OF AWARD

Date of Issuance: **May 9, 2023**
Owner: **Morrow County, Oregon**
Engineer: **Anderson Perry & Associates, Inc.**
Project: **Bombing Range Road Turn Lane - 2023**
Bidder: **Bolen Construction LLC**
Bidder's Address: **P.O. Box 288, Hermiston, Oregon 97838**

You are notified that Owner has accepted your Bid dated April 27, 2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Bombing Range Road Turn Lane - 2023**.

The Contract Price of the awarded Contract is **\$154,232.20**. Contract Price is subject to adjustment based on the provisions of the Contract including, but not limited to, those governing changes and Unit Price Work, as applicable.

You must comply with the following conditions within 15 days of the date you receive this Notice of Award:

1. Agreement Between Owner and Contractor

Date and sign all **3** copies of the attached Agreement form. **Return all 3 copies** to the Engineer.

2. Payment and Performance Bonds

Provide the Construction Performance and Payment Bonds. Enclosed are **3** copies of the Payment Bond and **3** copies of the Performance Bond forms. Include an appropriate Power of Attorney which is properly dated with each of the bonds. **Additionally, note that the date shown on the Payment and Performance Bonds must be on or after the date shown on the Agreement.** The date on the Power of Attorney should be the same as shown on the Bond. These Payment and Performance Bond forms must be used, and no others will be accepted. Return **3** completed copies to the Engineer.

3. Certificate of Insurance

Complete the enclosed Certificate of Insurance form. The enclosed Certificate of Insurance form is the only acceptable form to be used for this project. Standard ACORD forms from the insurance company will be required to be attached to this form. Be sure to include Worker's Compensation certificates. Return all **3** copies to the Engineer.


4. Statutory Public Works Bond

The Contractor and applicable Subcontractors must file a Public Works Bond with the Construction Contractor's Board in accordance with Oregon Laws 2005, Chapter 360, Section 2. Verification that this bond has been filed by the Contractor must be submitted to the Engineer.

5. Other requirements


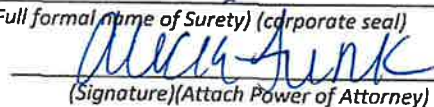


Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 20 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement and Contract Documents.

Owner: Morrow County, Oregon
By (signature): 
Name (printed): Eric L. Imas
Title: Public Works Director

Copy to Owner

PERFORMANCE BOND

Contractor Name: Bolen Construction LLC Address (principal place of business): P.O. Box 288 Hermiston, Oregon 97838	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: Morrow County, Oregon Mailing address (principal place of business): P.O. Box 428 / 365 W. Highway 74 Lexington, Oregon 97839	Contract Description (name and location): Morrow County, Oregon - Bombing Range Road Turn Lane - 2023 Contract Price: \$154,232.20 Effective Date of Contract: 5-28-23
Bond 18L005949 Bond Amount: \$154,232.20 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Bolen Construction LLC (Full formal name of Contractor)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature)(Attach Power of Attorney)
Name: Kai Bolen (Printed or typed)	Name: Alecia Funk (Printed or typed)
Title: member	Title: Attorney-In-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Marc Mortimer (Printed or typed)	Name: LUKE SWANSON (Printed or typed)
Title: Project Manager	Title: OWNER
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

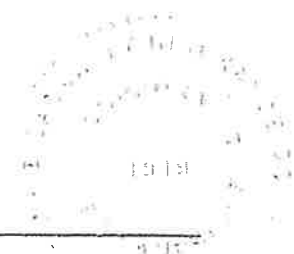
14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209956-990343

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alecia Funk, Anna Wedding, Brittney Beamer, Luke Swanson, Shanna Westernman

all of the city of Hermiston state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2023.


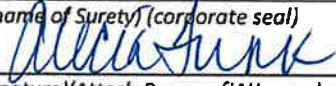




By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND

Contractor Name: Bolen Construction LLC Address <i>(principal place of business)</i> : P.O. Box 288 Hermiston, Oregon 97838	Surety Name: The Ohio Casualty Insurance Company Address <i>(principal place of business)</i> : 175 Berkeley St Boston, MA 02116
Owner Name: Morrow County, Oregon Mailing address <i>(principal place of business)</i> : P.O. Box 428 / 365 W. Highway 74 Lexington, Oregon 97839	Contract Description <i>(name and location)</i> : Morrow County, Oregon - Bombing Range Road Turn Lane - 2023 Contract Price: \$154,232.20 Effective Date of Contract: 5-26-23
Bond 18L005949 Bond Amount: \$154,232.20 Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Bolen Construction LLC <i>(Full formal name of Contractor)</i>	Surety The Ohio Casualty Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By: <u></u> <i>(Signature)</i> Name: <u>Kai Bolen</u> <i>(Printed or typed)</i> Title: <u>member</u>	By: <u></u> <i>(Signature)(Attach Power of Attorney)</i> Name: <u>Alecia Funk</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u>
Attest: <u></u> <i>(Signature)</i> Name: <u>Marc Mortimer</u> <i>(Printed or typed)</i> Title: <u>Project Manager</u>	Attest: <u></u> <i>(Signature)</i> Name: <u>LUKE SWANSON</u> <i>(Printed or typed)</i> Title: <u>OWNER</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209956-990343

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alecia Funk, Anna Wedding, Brittney Beamer, Luke Swanson, Shanna Westerman

all of the city of Hermiston state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

- ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2023.



By: Renee C. Llewellyn, Assistant Secretary

CERTIFICATE OF INSURANCE

Owner: Morrow County, Oregon
Contractor: Bolen Construction LLC
Engineer: Anderson Perry & Associates, Inc.
Project: Bombing Range Road Turn Lane - 2023

The Name and Address of Insurers on this Project:

Morrow County, Oregon, PO Box 428 / 365 W. Highway 74, Lexington, OR 97839

Anderson Perry & Associates, Inc., Andy Lindsey, P.E., 1901 N Fir Street, La Grande, Oregon 97850

The Contractor certifies that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract.

Attached to this Certificate are the following:

- Standard ACORD Form
- Listing of Additional Insureds
- Statutory Public Works Bond Verification
- Other: _____

All policies contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to Contractor. Within 3 days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

Navigators Specialty Ins Co.
Fireman's Insurance Company of Washington, D.C.
SAIF - Service Center

Wheatland Insurance Center, Inc

Name of Insurance Company(s)

Insurance Agency

Signature of Authorized Insurance Agency Representative

Date

Signature of Contractor

Date

Patricia A Echols

Printed Name

Account Manager, CISR

Title

Keira Bolen

Printed Name

member

Title

5/12/2023

<https://andersonperry.sharepoint.com/sites/NavigationCoOR/Projects/530-16-Bombing-Range-Road-Turn-Lane-2023/060-Construction-Contract/Certificate-of-Insurance.doc>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wheatland Insurance Center Inc PO Box 1349 455 E. Main St Hermiston OR 97838		CONTACT NAME: Carolyn Lawrence PHONE (A/C, No, Ext): (541) 567-8834 FAX (A/C, No): (541) 276-7688 E-MAIL ADDRESS: carolyn.lawrence@wheatlandins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Navigators Specialty Ins Co 36056	
		INSURER B: Firemen's Insurance Company of 238910	
		INSURER C: SAIF - Service Center 38196	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES CERTIFICATE NUMBER: 23/24 Master 2/23 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SF23CGLZ0D4VLC	02/23/2023	02/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPA6054107	02/23/2023	02/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SE23EXCZ0D4W1IC	02/23/2023	02/23/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100032434	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			CPA6054107	02/23/2023	02/23/2024	Rented/Borrowed 150,000 Equipment Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Bombing Range Road Turn Lane - 2023
 Morrow County, Oregon, Owner, Engineer, respective officers, directors, members, partners, employees, consultants are listed additional insureds per form CG2038. Primary and Non-Contributory per form CG2001, Completed Operations per form GC2037. Waiver of Subrogation per form CG2404. Auto Liability per form CLCA0149. Umbrella/Excess follow form.

CERTIFICATE HOLDER		CANCELLATION	
Morrow County, Oregon PO Box 428 / 365 W. Highway 74 Lexington OR 97839		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects "Commercial Construction", and only as respects occurrences subsequent to the making of such written contract. As used in this endorsement, "Commercial Construction" means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit.	Where specified by written contract, but only as respects "Commercial Construction".
-	-
-	-
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL AGGREGATE LIMIT PER PROJECT WITH AN
OVERALL GENERAL AGGREGATE CAP**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: All Projects

Overall General Aggregate Cap: \$5,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is the Overall General Aggregate Cap shown in the Schedule above.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to Paragraph A.1. Who Is An Insured of Section II - Covered Autos Liability Coverage:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Paragraph A.1., Who Is An Insured of Section II - Covered Autos Liability Coverage:

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage"; because of the conduct of an "insured" under Paragraphs a. or b. under Paragraph A.1. Who Is An Insured of Section II - Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto";
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident";
3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above;
4. The most we will pay on behalf of such additional "insured(s)" is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part; and
5. The following changes are made to Paragraph 5. Other Insurance of B. General Conditions under Section IV - Business Auto Conditions:
 - a. The following is added to Paragraph 5.a.:

If required by the written contract or agreement described above, the

insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph 5.c. is deleted in its entirety.

6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.
7. The definition of "insured contract" under Section V - Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1. Who Is An Insured Section II - Covered Autos Liability Coverage:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(2) is increased to \$5,000.

E. INCREASED COVERAGE - LOSS OF EARNINGS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(4) is increased to \$1,000.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

G. COVERAGE EXTENSION - TRANSPORTATION EXPENSES

Paragraph A.4.a. Transportation Expenses of Section III - Physical Damage Coverage is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.
3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion B.3.a. of Section III - Physical Damage Coverage:

However, this exclusion does not apply to the unintended discharge of an airbag.

This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III - Physical Damage Coverage, Paragraph C. Limits of Insurance.

4. In the event of a total "loss" to a covered "auto", we will pay the lesser of:

a. Any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount under the Physical Damage Coverage section of the policy; and

(2) Any:

(a) Overdue lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases; or

b. \$5,000.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

J. GLASS REPAIR - NO DEDUCTIBLE

The following is added to Paragraph D. Deductible of Section III - Physical Damage Coverage:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to glass breakage when you elect to patch or repair rather than replace the glass.

This provision does not apply to any covered "auto" provided Physical Damage Coverage under CA 04 21 - Full Safety Glass Coverage.

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph C.1.b. under Section III - Physical Damage Coverage is increased to \$2,500.

L. EXTENDED COVERAGE - PERSONAL PROPERTY

The following is added to Paragraph A.4. Coverage Extensions of Section III - Physical Damage Coverage:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss" and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision, personal property does not include and we will not pay for "loss" of currency, coins, securities or contraband.

No deductible applies to this coverage extension.

M. TOWING

Paragraph A.2. Towing of Section III - Physical Damage Coverage, is replaced by the following:

If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$150 for towing and labor costs incurred each time such "auto" is disabled. If a medium, heavy or extra-heavy truck or extra-heavy Truck-tractor "auto" (greater than 10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$250 for towing and labor costs incurred each time such "auto" is

disabled. However, the labor must be performed at the place of disablement.

N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph A.4. Coverage Extensions of Section IV - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph A.4. Coverage Extensions of Section III - Physical Damage Coverage:

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the lesser of:
 - a. The actual cash value of the "auto";
 - b. The cost to repair or replace the "auto"; or
 - c. \$100,000.
2. Paragraph 1. above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

No deductible will apply to "loss" caused by fire or lightning.
3. Hired Auto Physical Damage Coverage is subject to the following:
 - a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
 - b. Other than indicated in Paragraphs a. directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

4. In addition to the limit set forth in Paragraph 1. above we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:
 - a. Any costs or fees associated with the "loss" to a hired "auto"; and
 - b. Loss of use of the hired "auto", provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

However, Paragraph A.4.b. Loss of Use Expenses under Section III - Physical Damage Coverage of the Business Auto Coverage Form does not apply.

P. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
2. No deductible applies to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
 - a. The number of days when the covered "auto" has been repaired or replaced, or
 - b. 45 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. Not more than \$75 for any one day;
5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension of the Business Auto Coverage Form or any endorsements thereto.

However, this provision does not apply to the extent that rental reimbursement is provided by separate endorsement to this policy.

Q. DRIVE OTHER CAR COVERAGE

1. The following is added to Section II - Covered Autos Liability Coverage:
 - a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:
 - (1) You, if you are designated in the Declarations as an individual;
 - (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
 - (4) Your executive officers if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
 - (5) The spouse of any person named in Paragraphs Q.1.a.(1) through Q.1.a.(4) while a resident of the same household;

Except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:**

Any individual named in 1.a above and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in Q.1.a. above or his or her spouse while a resident of the same house-hold except:

- a. Any "auto" owned by that individual or by any member of his or her household; or

- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- 4. The most we will pay for the total of all damages under Covered Autos Liability Uninsured Motorists Coverage and Underinsured Motorists Coverage is the Limit Of Insurance shown in the Declarations as applicable to owned "autos".
- 5. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the highest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

6. Additional Definition

As used in this **DRIVE OTHER CAR** Provision:

"Family member" means a person related to the individual named in 1.a. by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Paragraph A.2. of Section IV - Business Auto Conditions:

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph A.5 of Section IV - Business Auto Conditions:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form but only to the extent that subrogation is waived prior to the "accident" or "loss"

T. UNINTENTIONAL OMISSIONS

The following is added Paragraph B.2. of Section IV - Business Auto Conditions:

If you fail to disclose any hazards existing at the inception date of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

U. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: 65483397

CCB # (if applicable): 234929

We, Bolen Construction LLC, as principal, and
WESTERN SURETY COMPANY, a corporation qualified and authorized to do

business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 4th day of May, 2021

Surety by:

Principal by:

WESTERN SURETY COMPANY (Seal)
Company Name

Bolen Construction LLC
Name

Signature

Signature

Paul T. Bruflat, Vice President
Title (e.g. Attorney-in-Fact)

member
Title

P.O. Box 5077
Address

80936 Cooney Lane
Address

Sioux Falls, SD 57117-5077
City State Zip

Hermiston, OR 97838
City State Zip

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Statutory Public Works Prevailing Wage

bond with bond number 65483397

for Bolen Construction LLC

as Principal in the penalty amount not to exceed: \$ 30,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 4th day of May, 2021.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

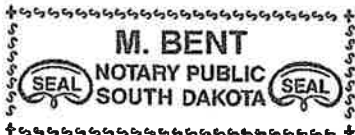
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 4th day of May, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Transaction Report & Invoice

CNA Surety
PO Box 957289
St Louis, MO 63195-7289

Principal Information: ID:

Bolen Construction LLC
80936 Cooney Lane

Hermiston, OR 97838

Agency Code: 36-16543

Wheatland Insurance Center, Inc.
P. O. Box 1349
Hermiston, OR 97838

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description:

Transaction Effective Date: 05/04/2021

Bond/Policy #: 65483397

Written By: Western Surety Company
Description: Statutory Public Works Prevailing Wage
Obligee: State of Oregon

Effective Date: 05/04/2021
Expiration Date: 05/04/2022
Current Penalty: \$30,000.00
Renewal Method:

Gross Premium Charge: \$300.00
Commission Amount: \$90.00
Net Amount Due: \$210.00

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety

INVOICE

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	65483397	05/04/2021	05/04/2022	05/04/2021	\$30,000.00
PRINCIPAL	Bolen Construction LLC 80936 Cooney Lane, Hermiston, OR 97838				
RISK STATE	OR	WRITTEN BY Western Surety Company			
DESCRIPTION	Statutory Public Works Prevailing Wage				
OBLIGEE	State of Oregon				
AGENCY CODE					\$300.00
	36-16543				

Your agent is: Wheatland Insurance Center, Inc.
P. O. Box 1349
Hermiston, OR 97838

Western Surety Company

0003001 03616543000005042021 00601006548339700 00000002100009



SURETY BOND TRANSMITTAL

Agent: Please deliver this Transmittal to the bond principal and its owners. You may keep a copy for your records.

BOND INFORMATION

Bond Number: 6548338

Principal/Bondholder: Bolen Construction LLC

Address: (Address line 1) 80936 Cooney Lane

(address line 2) _____

(City, State, Zip) Hermiston, OR 97838

Effective Date: May 4th, 2021

Anniversary Date: May 4th, 2022

Description: Statutory Public Works Prevailing Wage

Bond Amount: \$30,000.00

Writing Company: Western Surety Company

Agent: (name) Wheatland Insurance Center, Inc.

(Address line 1) P. O. Box 1349

(address line 2) _____

(City, State, Zip) Hermiston, OR 97838

Premium: \$300.00

PROVISIONS

The submission of the application for this Bond, along with subsequent execution of the surety bond by the Bond Principal and its owners, authorizes the Company to obtain a credit report on the Bond Principal and its owners. The Company reserves all rights, legal remedies and duties associated with this and any other bonds issued as a result including, but not limited to, the right to handle or settle any claim or suit in good faith, and the Company's decisions shall be binding on the Bond Principal and its owners. These provisions shall be in addition to, and not in lieu of any other rights the Company may have.

NOTE TO BOND PRINCIPAL AND ITS OWNERS: A surety bond is not insurance. You remain responsible for performing or fulfilling the underlying obligations covered by your surety bond. Please keep a copy of this transmittal page, but do not attach it to the original bond or file the Transmittal page with the Obligee.

CNA Surety

By: 

Paul T. Bruflat, Vice President

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Aviation entitlement funds are available through the Federal Aviation program. These are in three-year rotation. Sponsor/County provides 10% match and the FAA provide 90% of total project cost.

Bids for the project were due March 27, 2023 and two bids had been presented. Granite NW and Silver Creek Contracting, LLC came in as the lowest bid in the amount of \$898,334.3. Please find bid tabulation and the Contract to be signed.

2. FISCAL IMPACT:

Capital Outlay Construction funds 205-250-5-40-9050

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

Motion to have Chair David Sykes sign the Division II Contract with Silver Creek Contracting, LLC.

Attach additional background documentation as needed.

CENTURY WEST ENGINEERING - BID TABULATION

**MORROW COUNTY
LEXINGTON AIRPORT
TAXIWAY D RECONSTRUCTION**

March 28, 2023

No.	Item	Silver Creek	Granite	Note
1	Contractor's Qualification Statement, in accordance with Section 20-02, including "Evidence of Competency" and "Evidence of Financial Responsibility".	OK	OK	
2	Proposal (Bid) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed.	OK	OK	
3	Acknowledgement of Addenda (on Proposal). Acknowledge receipt of all Addenda. Bidders are strongly encouraged to contact the County to verify that all addenda are in hand prior to submittal of the bid package.	OK	OK	
4	Certification of Non-segregated Facilities	OK	OK	
5	Bidder's Statement on previous contracts subject to EEO Clause	OK	OK	
6	Letter of Intent (if DBE subcontractors are to be used)	OK	OK	
7	Restrictions of Federal Public Works Projects	OK	OK	
8	Tax Delinquency and Felony Convictions	Incomplete	OK	Signed, but no boxes checked.
9	Bidders Certification	OK	OK	
10	Buy American Certifications	OK	OK	
11	Bidder's Bond or other Security. Include an executed Bid Bond or other acceptable Bid Security in the amount of ten percent (10%) of the total bid amount	OK	OK	
12	Power-of-Attorney for Surety's Agent to execute Bidder's Bond.	OK	OK	
13	Complete and submit the First-tier Subcontractors Disclosure Form prior to the time listed in the advertisement for bids. Failure to submit the disclosure form will result in the bid being declared "non-responsive".	OK	OK	
14	Bidder's List. The bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form in the Appendix shall be used to report this information. The bidders list shall be submitted with the bidder's sealed proposal.	Incomplete	OK	Signed, but not filled out.
15	Submit the bid package, prior to the Bid Closing time, at the place indicated in the Invitation to Bid. The bid package shall be enclosed in an opaque, sealed envelope, marked with the project title, date of the opening, and the name and address of the Bidder	OK	OK	

Division II
Contract Forms



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AGREEMENT

**MORROW COUNTY – LEXINGTON AIRPORT
TAXIWAY D RECONSTRUCTION PROJECT**

A.I.P. PROJECT No. 3-41-0034-012-2022

THIS AGREEMENT, made this _____ day of _____, 20____, by and between **MORROW COUNTY**, hereinafter called "OWNER" and Silver Creek Contracting, LLC doing business as (an individual,) or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: Taxiway D Reconstruction, AIP #3-41-0034-013-2023 and 3-41-0034-014-2023
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 65 calendar days of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 898,334.30 for Schedule A and C _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A Invitation to Bid
- B Instruction to Bidders
- C FAA Required Provisions
- D Special Provisions
- E BOLI Wage Rates
- F Davis Bacon Wage Rates
- G Proposal (Including Appendix)
- H Bid Bond
- I Agreement
- J Statutory Public Works Bond
- K Payment Bond
- L Performance Bond
- M Contract Conditions and General Provisions
- N Supplementary Conditions
- O Technical Specifications
- P Notice of Award
- Q Notice to Proceed
- R Change Orders
- S DRAWINGS – Prepared by Century West Engineering numbered 1 to 25.
- T SPECIFICATIONS – Prepared or issued by Century West Engineering dated February, 2023.
- U Addenda: No's 1.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their
duly authorized officials, this Agreement in 4 each of which

(Number of Copies)

shall be deemed an original on the date first above written.

OWNER

By _____

Name _____

Title _____

(Seal)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

Address _____

(Seal)

ATTEST:

Name _____

Title _____



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PERFORMANCE BOND
MORROW COUNTY – LEXINGTON AIRPORT
TAXIWAY D RECONSTRUCTION PROJECT
A.I.P. PROJECT No. 3-41-0034-012-2022

KNOW ALL MEN BY THESE PRESENTS: that

Silver Creek Contracting, LLC

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Morrow County

(Name of Owner)

365 West Highway 74, Lexington, OR 97839

(Address of Owner)

hereinafter called OWNER, in the penal sum of ^{Eight Hundred Ninety Eight} ~~Thirty Four and Thirty Cents~~ ^{Thousand Three Hundred} Dollars, \$~~(898,334.30)~~ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:
Taxiway D Reconstruction, AIP #3-41-0034-013-2023 and 3-41-0034-014-2023

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contractor to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each
(Number)

one of which shall be deemed an original, this _____ day of _____
20 _____.

ATTEST:

Silver Creek Contracting, LLC
(Principal)

(Principal Secretary)
(Seal)

By _____ (s)

(Address)

(Witness as to Principal)

(Address)

ATTEST:

(Surety)

By _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND
MORROW COUNTY – LEXINGTON AIRPORT
TAXIWAY D RECONSTRUCTION PROJECT
A.I.P. PROJECT No. 3-41-0034-012-2022

KNOW ALL MEN BY THESE PRESENTS: that
Silver Creek Contracting, LLC

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____
Morrow County

(Name of Owner)

365 West Highway 74, Lexington, OR 97839

(Address of Owner)

hereinafter called OWNER, in the penal sum of <sup>Eight Hundred Ninety Eight
Thousand Three Hundred</sup> Thirty Four and Thirty Cents Dollars, \$~~(898,334.30)~~ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:
Taxiway D Reconstruction, AIP #3-41-0034-013-2023 and 3-41-0034-014-2023

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each
(Number)

one of which shall be deemed an original, this _____ day of _____
20 _____.

ATTEST: Silver Creek Contracting, LLC
(Principal)

(Principal Secretary)
(Seal)

By _____ (s)

(Address)

(Witness as to Principal)

(Address)

ATTEST: _____
(Surety)

By _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Documents Pending



P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5621

ADMINISTRATION

Roberta "Berta" Vanderwall
Interim County Administrator
rvanderwall@co.morrow.or.us

DATE: June 20, 2023
TO: Board of Commissioners
FROM: Roberta "Berta" Vanderwall
SUBJECT: Administrator's Monthly Report

The following is general update on activities or contacts I've had or that I'm working on this past month.

- Met with Justin, Roberta, David Sykes, Paul to discuss preparation for the ASA lawsuit.
- Attended the Water Advisory Committee meeting in Irrigon.
- Met with Karen Wolff to review the plaque information for accuracy.
- Met with Kimberly Lindsay and Matt Bergstrom, Community Counseling Solutions, CCS, to discuss the agreement with the County for OHA passthrough funding.
- Met with Eric and Justin to discuss the Tallman access issue near the Farmer's Cup. The County has installed delineator markers at the intersection.
- Meeting with Lindsay, Sheriff Bowles and Undersheriff Snyder regarding Union asks.
- Discuss with Kevin the opportunity to work two days in Irrigon as per his agreement upon hire. Also discussed the CCS and OHA contracts.
- Reviewed letter from Troy Bundy, Hoffman Wagner regarding the 1995 IGA with MCHD. Review document. Reviewed newest Amended Petition between BRFD and MCHD.
- Met with Mike Gorman and discussed the Foreclosure policy that I've been attempting to complete. He suggested we form a committee to work on this.
- I had a discussion with Debbie Radie, Boardman Foods, regarding concerns she had discussed with Commissioner Wenholz and the meeting with the Governor. Met with Robin to discuss the concerns raised.
- Jen from Flo Analytics joined Paul Gray and I to discuss the boundaries for the ASA. We will have her calculate both drive times and mileage. Jen has encountered issues with the boundaries and will be requesting a change order to the agreement as it is running over the projected cost. Paul and I will be holding a meeting with Jen asap.
- Met with Linda Skendzel, Veteran's Service Office, to discuss her Succession Plan and interviewed for the VSO position – two great candidates. Position offered to Stephanie Case, currently working as a Planner for Morrow County.

- I had a zoom meeting with Dan Daltoso and Arron from Umatilla Morrow Head Start (UMHS) to discuss the need for a new class room facility. They have asked us to support them with their project by being the lead applicant on a Community Development Block Grant Program (CDBG) through Business Oregon. I'm following up as to the application process. The application is due in September.
- Work on RFP for Circuit Court building, it should be finalized this week and published.
- I have had discussions with Lindsay regarding signing the agreement with ASFCME for Road and General Unions.
- I talked with Eric Imes regarding Montana Easement. I have discussed his thoughts with Scott Meakins. We will bring this forward for vacation of the easement as soon as practical.
- Contacted and I'm trying to get together with Katie Imes to discuss the transit facility and other issues.
- Met with representatives from Rowan Digital Infrastructure to discuss the Percheron Data Center Project near Boardman. This project is currently in Planning and should come before the BOC in August.
- Lindsay, Kevin, Sarah Baker and I met to discuss preliminary thoughts on Union Negotiations. Also met with Sheriff Bowles and Undersheriff Snyder to discuss same. Held initial Union Negotiations.
- Contacted Veronica Lopez regarding her brother's property that is in foreclosure. Mike Gorman had talked with her and I had also contacted her earlier. I explained to her that she will have to wait until the property goes up for auction; there is nothing she can do at this point.
- Attended the interviews for the new County Administrator position. Following up with references.
- Roberta Lutcher and I interviewed Karen Wolff for the fill-in position of the Executive Assistant. She will be filling in for Roberta when she is out on vacation, and possibly other areas if needed.
- Drafted a new agreement with Community Counseling Solutions with Amendments. Contacted Jon Collins at Oregon Health Authority to discuss the contract for Mental Health services
- Attended Budget Meetings.
- Drafting a County Planner/CCD job description for BOC's review.
- As per the request from ORA, I'm researching to find an appropriate program to translate the BOC meetings into Spanish.
- Talked with Business Oregon to discuss the Fair Board's award of \$277,777.
- Talked with Eric Imes regarding paving project.
- Met with Tamra Mabbott to review her current job and proposed job description for the County Planner/CCD position.

Please contact me if you have any questions.



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: June 21, 2023
RE: Monthly Planning Update

Mission Statement

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

Planning Permits **April 2023**

Zoning Permits	7
Land Use Compatibility Reviews	4
Land Partitions	1
Property Line Adjustments	1
Land Use Decisions	2
Rural Addresses	2
Plan and Zone Amendment	1
Floodplain Dev Permits	14

Energy Projects

Status of energy projects in Morrow County is found here on the department webpage:

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

Staff hosted several in person and phone meetings with renewable energy developers who are in various stages of entitlement process.

Morrow County Heritage Trail

High School Intern Caren Cardenas and planners made final changes to the sign plan, including an inventory of trail markers and interpretive panels. Staff issued an RFP for Heritage Trail Interpretive Panel update and construction. Staff also met with Ducote Consulting to discuss grant applications and walked sections of the trail which has varied terrain, surface type and ecosystem.



Willow Creek Valley Community Development Projects

Met with Lexington staff to clarify parcels and add information to the Buildable Lands Inventory and analysis. Completed review of the final reports which will include a report for Lone, Lexington and Heppner. Draft Goal 9 Economic Development and Employments Lands Report prepared for each city and presentation to Board of Commissioners.

Data Centers

Planners met in person and on calls with various firms working for AWS, along with AWS staff, to discuss various permitting and construction projects.

Access to Transportation – Rural Transit Equity (RTE) Pilot Project

The Project Management Team and the Technical Advisory Committee held their final meeting and provided input on survey results shared by Dr. Daniel Costie and Rural Engagement and Vitality (REV) staff. Coordinated with REV and Euvalcree on interviews. Final report will be posted soon on Planning Department webpage.

WATER

GSI Water Solutions Inc., continues contractual work serving as “Water Coordinator” for Morrow County. Board of Commissioners appointed the charter Water Advisory Committee (WAC) and the first meeting on May 22nd was well attended and included an overview of water topics and discussion about the draft briefing papers on water quality, quantity and drinking water. Committee recommended an additional paper be developed to overview projects in the basin and featuring successful projects in Morrow County such as the new Willow Creek project which is an irrigation project that has also had beneficial water quality outcomes.

LUBGWMA

LUBGWMA Committee met in Boardman on May 5th. Dr. Salini Sasidharan, OSU and committee co-chair, presented an informative historical overview of the work of the committee. The bi-county Scoping Committee, including Commissioner Drago and Planning Director Mabbott from Morrow County, met again with Umatilla County and HDR to develop a scope of work. Subcommittee is working with HDR, contracted with Umatilla County, to identify methods to remove nitrates from the aquifer. After scoping, counties will work together to identify fundings sources to implement remediation activities. An extensive overview of the Committee and the LUBGWMA can be found on the LUBGWMA website <https://lubgwma.org/>

Port of Morrow SEP Project

Planning and Public Health Directors continue to meet with Port of Morrow officials who may be able to allocate funds for the LUBGWMA. More information to come soon.

Drinking Water

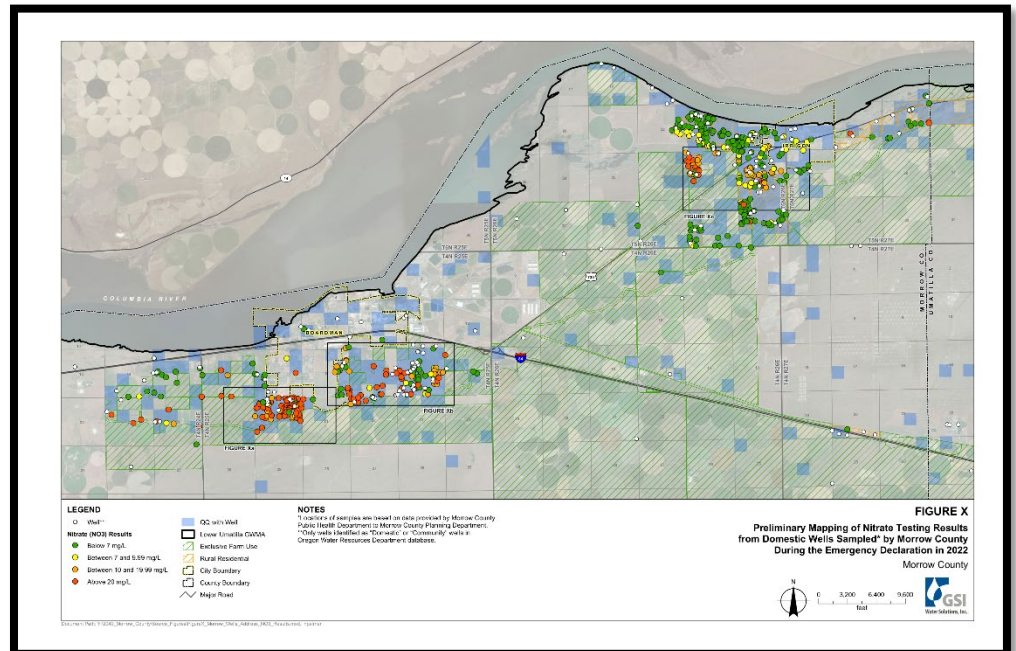
On behalf of Umatilla and Morrow Counties, a grant application was submitted to the Environmental Protection Agency (EPA). The grant is required to access the \$1.7 million congressional earmark. Following approval of the grant the two counties will work together to develop a Request for Proposal (RFP).



Water Data and Mapping

GIS Tech Stephen Wrecsics, continues to work with GSI Water Solutions and state agencies to develop a series of maps that will help county better understand location of wells with high nitrates and wells that serve the parcel. Staff recently held a meeting to develop mapping protocol and to share mapping and data resources for the basin.

Agencies working together on the data sharing effort include Morrow and Umatilla County,



Department of Environmental Quality, Oregon Water Resources Department and Oregon Health Authority. Gabriela Goldfarb and Courtney Crowell of the Governor’s Office attended in addition to agency staff. The overall objective is to coordinate data and mapping resources for the basin. Stephen is developing a platform for the data which will be useful for the nitrate challenges. The database will be modeled after a program developed for the Klamath Basin and will be valuable for many water-related efforts in the future.

Code Compliance

Staff continue to work on the “Neighborhood Compliance Program.” Department hosted a meeting on May 22nd at the North Morrow Annex in Irrigon, 6:30-8:00, with landowners. Resources were shared at the meeting to answer questions about land use and code enforcement ordinances. Staff shared different resources, including the new voucher program “litter credit” to help clean up their rural residential properties. Ana Pineyro from Public Health assisted in putting together materials and with speaker translation equipment. A Spanish translator was at the meeting to translate the presentation and to facilitate the discussion. Most of the attendees were there to talk about their trucking companies and their desire to keep their trucking business. Staff explained that trucking businesses are not allowed in residential zones. There was a robust discussion about alternatives for truck business owners.

Compliance Planner has been working with a handful of property owners to help them clean up their properties into compliance. The code violations include abandoned vehicles and RVs, accumulation of junk and solid waste, as well as other code violations. Communication with these property owners has been appreciated and working well for a path forward on compliance.

- 3 new complaints- RV as dwelling, junk property and home occupation
- 1 complaint- Business in a residential location
- 1 complaint- RV as dwelling
- 1 Complaint- Junk on property; garbage bags filling up trailer
- 1 Closed Complaints- Home Occupation permit violation
- 1 Complaint- Site Visit for Home occupation, unfounded
- 1 Complaint- Compliance achieved with clean-up of junk and debris.
- Communicating with 18 non-permitted trucking business operations located in residential zone
- Assisting two landowners who are in violation of their Conditional Use Permits. Both permits were presented to Planning Commission April 25th, 2023 and continued to a later date for final consideration. due to non-compliance with conditions of the permit. Commission asked staff to work with landowners to find remedies for the violations.
- Other outstanding/ongoing cases – 36

Oregon Legislature

Planning Director continues to monitor land use and other natural resource bills. Several organizations host weekly calls to get input from counties and planning professionals.

Natural Hazard Mitigation Plan (NHMP) Update The NHMP Committee held an in person meeting on May 16th with project consultant Susan Millhauser from the Oregon Department of Land Conservation and Development (DLCDD). Several cities were in attendance and provided

input on hazards in their communities. Stephen Wrecsics, GIS Planning Tech is providing maps for the project and helping with meetings. Project is scheduled to be complete January 2024.

Senate Bill 100 turns 50

The state hosted an event on the Capitol Mall on May 24th to acknowledge the 50th anniversary celebration of Senate Bill 100. It was almost 50 years to the day with the new law was signed and established Oregon's Statewide Planning Program and the establishment of the Department of Land Conservation and Development and the Land Conservation and Development Commission.



While not everyone agrees on the merits of the program, and certainly there is room for improvement, Oregon is well known for its unique quality and quantity of natural resources and the built environment, managed urban growth; protection of farm and forest lands, preservation of coastal and natural resource areas; and livable communities. The state program is implemented by cities and counties.

To learn more about the 50 years of Oregon's Planning Program, try this link to a story map:

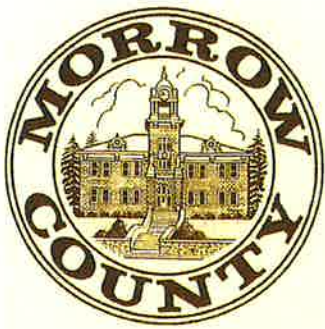
<https://storymaps.arcgis.com/stories/9341ad98b88c4d6fa6e47dd513445e40>

If you are interested in an assessment of how the Statewide Program has protected farm and forest land, see the links below, including a report to the Land Conservation and Development Commission, the 2020-2021 Farm & Forest Land Use Report and a slide presentation to the commission.

https://www.oregon.gov/lcd/Commission/Documents/2022-11_Item_7_Staff_Report_FarmForestReport.pdf

https://www.oregon.gov/lcd/Commission/Documents/2022-11_Item_7_FarmForestReport_Attachment_A.pdf

https://www.oregon.gov/lcd/Commission/Documents/2022_11_Item_7_FarmForest%20Report%20PPT.pdf



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

Date Prepared: June 9, 2023

BOC Agenda Date: June 21, 2023

Subject: Monthly Treasurer Report-April

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

Earning Yield and Interest Rates (minus fees): April

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>	<u>Total Interest</u>
LGIP	3.75%	3.75%	.00%	\$160,471.04
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$29.06
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$2.85
Bank of Eastern Oregon-Unsegregated Property Tax	0.05%	0.05%	.00%	\$26.4
Community Bank (Quarterly)	0.02%	0.02%	.00%	\$0.00

April Total Interest: Interest (less fees) was \$160,529.35

Outstanding checks:

Outstanding checks in the BEO-AP account total, as of April 30th, 2023 was \$291,740.54
Outstanding checks in the BEO-Unsegregated account total, as of April 30th, 2023 was \$6,247.32
Outstanding checks in the BEO-Payroll account total, as of April 30th, 2023 was \$1,544.83
Community Bank will never have outstanding checks.

April Treasurer Distribution:

Property Tax to Distribute: \$ 136,927.43
Paid to Taxing Districts: \$ 104,500.49

Transfer Requests: I received Three Taxing District transfer of funds request in April.

- The statement for the Local Government Investment Pool (LGIP) and the Pooled Cash Report are included.

Please let me know if you have any questions.

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



OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending **April 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	52,611,387.98
Purchases	695,098.12
Redemptions	(1,667,038.44)
<hr/>	
Closing Balance	\$51,639,447.66
Dividends	160,471.69

Asset Summary		
	April 30, 2023	March 31, 2023
Oregon LGIP	51,639,447.66	52,611,387.98
Total	\$51,639,447.66	\$52,611,387.98



Account Statement

For the Month Ending **April 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					52,611,387.98
Opening Balance					52,611,387.88
04/03/23	04/03/23	LGIP Fees - ACH Purchase (2 @ \$0.05 - From 4206) - March 2023	1.00	(0.10)	52,611,387.88
04/03/23	04/03/23	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - March 2023	1.00	(0.35)	52,611,387.53
04/03/23	04/03/23	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - March 2023	1.00	(0.20)	52,611,387.33
04/07/23	04/07/23	SFMS Fr:Administrative Services, Dept of U.S. Fed. Mineral Leases	1.00	13.42	52,611,400.75
04/07/23	04/07/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	6,114.46	52,617,515.21
04/10/23	04/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(385.27)	52,617,129.94
04/10/23	04/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(218.50)	52,616,911.44
04/10/23	04/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(2,313.79)	52,614,597.65
04/10/23	04/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(1,745.19)	52,612,852.46
04/10/23	04/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(7,567.44)	52,605,285.02
04/10/23	04/10/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(5,399.66)	52,599,885.36
04/10/23	04/10/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(3,956.55)	52,595,928.81
04/10/23	04/10/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(33,179.60)	52,562,749.21
04/10/23	04/10/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(7,551.55)	52,555,197.66
04/11/23	04/11/23	Redemption - ACH Redemption	1.00	(14.67)	52,555,182.99
04/13/23	04/13/23	Purchase - ACH Purchase	1.00	62,332.22	52,617,515.21
04/13/23	04/13/23	Purchase - ACH Purchase	1.00	5,380.14	52,622,895.35
04/13/23	04/13/23	Purchase - ACH Purchase	1.00	2,656.86	52,625,552.21
04/13/23	04/13/23	Purchase - ACH Purchase	1.00	37,043.67	52,662,595.88



Account Statement

For the Month Ending **April 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
04/13/23	04/13/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	803.04	52,663,398.92
04/13/23	04/13/23	Redemption - ACH Redemption	1.00	(4,650.57)	52,658,748.35
04/14/23	04/14/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	454.40	52,659,202.75
04/17/23	04/17/23	Redemption - ACH Redemption	1.00	(500,000.00)	52,159,202.75
04/18/23	04/18/23	ODOT - ODOT PYMNT	1.00	123,785.75	52,282,988.50
04/18/23	04/18/23	Redemption - ACH Redemption	1.00	(1,000,000.00)	51,282,988.50
04/21/23	04/21/23	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	60.00	51,283,048.50
04/21/23	04/21/23	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	189.50	51,283,238.00
04/21/23	04/21/23	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	175,762.16	51,459,000.16
04/25/23	04/25/23	ODOT - ODOT PYMNT	1.00	26,488.20	51,485,488.36
04/25/23	04/25/23	Redemption - ACH Redemption	1.00	(100,000.00)	51,385,488.36
04/26/23	04/26/23	Redemption - ACH Redemption	1.00	(55.00)	51,385,433.36
04/27/23	04/27/23	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	709.50	51,386,142.86
04/28/23	04/28/23	OR REV CAFFA - CAFFACNTYD	1.00	21,638.57	51,407,781.43
04/28/23	04/28/23	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	4,860.48	51,412,641.91
04/28/23	04/28/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	65,917.73	51,478,559.64
04/28/23	04/28/23	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	416.33	51,478,975.97
04/28/23	05/01/23	Accrual Income Div Reinvestment - Distributions	1.00	160,471.69	51,639,447.66



Account Statement

For the Month Ending **April 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					51,639,447.66
		Month of April	Fiscal YTD July-April		
Opening Balance		52,611,387.98	36,295,536.43	Closing Balance	51,639,447.66
Purchases		695,098.12	50,650,019.32	Average Monthly Balance	52,091,412.25
Redemptions		(1,667,038.44)	(35,306,108.09)	Monthly Distribution Yield	3.75%
Closing Balance		51,639,447.66	51,639,447.66		
Dividends		160,471.69	1,058,231.07		

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	16,724,924.66 (	1,526,244.14)	15,198,680.52
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	37,093.41	6,204.63	43,298.04
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,012,168.83	3,429.56	1,015,598.39
202-100-1-10-1500		ROAD FC W/TREASURER	5,155,671.35	146,429.10	5,302,100.45
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	807,653.04	38,554.58	846,207.62
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	37,088.07	0.00	37,088.07
205-100-1-10-1500		AIRPORT FC W/TREASURER	212,718.97 (	292.74)	212,426.23
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	35,070.35 (	115.68)	34,954.67
207-100-1-10-1500		911 FC W/TREASURER	798,136.73 (	24,751.94)	773,384.79
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	292,793.32	1,772.33	294,565.65
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,213,023.73 (	261,966.33)	951,057.40
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	0.00	39,829.32	39,829.32
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	0.00	2,661.18	2,661.18
214-100-1-10-1500		FAIR FC W/TREASURER	225,901.79 (	6,881.29)	219,020.50
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	104,284.65	5,362.95	109,647.60
216-100-1-10-1500		STF FC W/TREASURER	775,972.34 (	376,850.84)	399,121.50
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	92,325.14	47,152.59	139,477.73
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	19,909.49	20.15	19,929.64
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	25,342.97 (	14,441.97)	10,901.00
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	28,699.88 (	10,406.24)	18,293.64
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	12,659.10 (	11,479.19)	1,179.91
223-100-1-10-1500		CAMI GRANT FC W/TREAS	36,697.65	95.54	36,793.19
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	30,300.75	1,355.07	31,655.82
225-100-1-10-1500		STF VEHICLE FC W/TREAS	49,248.90	280,359.44	329,608.34
226-100-1-10-1500		FAIR ROOF FC W/TREAS	29,178.87	599.83	29,778.70
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	7,638,464.95	1,592,554.21	9,231,019.16
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	16,832.08	57.03	16,889.11
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	21,466.61	72.73	21,539.34
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	43,666.74 (	1,845.23)	41,821.51
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	25,186.84	178.00	25,364.84
234-100-1-10-1500		DUII IMPACT FC W/TREAS	30,496.40	103.33	30,599.73
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	1,049,376.32	4,808.03	1,054,184.35
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	2,210,146.38	83,953.83	2,294,100.21
238-100-1-10-1500		PARK FC W/TREAS	597,035.55 (	38,946.24)	558,089.31
240-100-1-10-1500		EQUITY FC W/TREAS	276,792.54	937.87	277,730.41
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	677,336.36 (	110,420.97)	566,915.39
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	898.47	3.04	901.51
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	4,000.00	10,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	88,496.84	6,298.51	94,795.35
322-100-1-10-1500		COURT SECURITY FC W/TREAS	58,918.17 (	7,061.53)	51,856.64
500-100-1-10-1500		ECHO WINDS FC W/TREAS	78,609.53 (	13,206.46)	65,403.07
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	3,809.31 (	3,803.72)	5.59
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	154,738.18	40,547.51	195,285.69
510-100-1-10-1500		P & P FC W/TREAS	227,904.74 (	20,893.70)	207,011.04
514-100-1-10-1500		IONE SD B & I FC W/TREAS	1,745.46 (	560.86)	1,184.60
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	385.27 (	124.98)	260.29
516-100-1-10-1500		RADIO DIST FC W/TREAS	1,514.61 (	464.09)	1,050.52
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	218.50 (	64.01)	154.49

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
521-100-1-10-1500		PGE CARTY FC W/TREAS	1,552.68 (	1,550.40)	2.28
522-100-1-10-1500		SHERIFF RES FUND/TREAS	16,167.14	54.78	16,221.92
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	912,796.27 (	229,853.56)	682,942.71
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	4,355.94 (	1,198.57)	3,157.37
540-100-1-10-1500		RESILIENCY FUND W/TREAS	6,152,551.16 (	875,000.00)	5,277,551.16
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	8,353.98 (	2,574.98)	5,779.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	1,032.15 (	221.99)	810.16
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	534.50 (	150.53)	383.97
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	19,629.03	92.41	19,721.44
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	14.67 (	4.14)	10.53
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,729.94	12.64	3,742.58
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	750.03 (	230.26)	519.77
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	6,535.29 (	1,927.88)	4,607.41
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	1,433.66 (	430.90)	1,002.76
633-100-1-10-1500		CITY OF IONE FC W/TREAS	200.06 (	58.14)	141.92
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	637.36 (	186.20)	451.16
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	100.10 (	27.44)	72.66
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	5,362.65 (	1,667.07)	3,695.58
637-100-1-10-1500		BOARDMAN F&R DIST BOND	1,082.79 (	370.47)	712.32
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	211.74 (	62.12)	149.62
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	385.08 (	112.68)	272.40
640-100-1-10-1500		IONE RFPD FC W/TREAS	648,321.72 (	2,125.78)	646,195.94
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	130.28	0.24	130.52
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	165.56 (	52.47)	113.09
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	166.57 (	48.77)	117.80
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	182.80 (	52.66)	130.14
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	75.01 (	22.11)	52.90
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	513.61 (	149.34)	364.27
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	1,745.19 (	552.85)	1,192.34
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	298.11 (	87.87)	210.24
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	2,313.79 (	660.96)	1,652.83
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	1,919,213.08 (	90,680.38)	1,828,532.70
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	33.14 (	9.84)	23.30
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	33,179.60 (	10,232.38)	22,947.22
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	253,035.17	1,529.46	254,564.63
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	5,399.66 (	1,656.32)	3,743.34
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.89	0.05	14.94
658-100-1-10-1500		BMCC FC W/TREASURER	5,799.26 (	1,779.27)	4,019.99
659-100-1-10-1500		BMCC B & I FC W/TREASURER	1,752.29 (	527.00)	1,225.29
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	2,070.22 (	644.22)	1,426.00
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	85,781.74 (	24,622.53)	61,159.21
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	2,008.75 (	621.16)	1,387.59
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	6,231.93	0.00	6,231.93
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	574.58 (	167.80)	406.78
668-100-1-10-1500		TAX APPEALS FC W/TREAS	392,123.99	1,328.64	393,452.63
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,315.33	38.34	11,353.67
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	9,074.15	30.74	9,104.89
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,193.22	4.04	1,197.26
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	835,619.05	2,830.79	838,449.84
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	10,345.79	(6,513.12)	3,832.67
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	2,122.45	3.99	2,126.44
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,308,631.99	4,434.08	1,313,066.07
685-100-1-10-1500	STATE HOUSING FC W/TREAS	18,657.41	(13,287.54)	5,369.87
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	183,899.01	25,637.10	209,536.11
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	2,211.09	(627.83)	1,583.26
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	87.39	(24.83)	62.56
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	128.57	(36.68)	91.89
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	0.06	(436.66)	(436.60)
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
TOTAL CLAIM ON CASH		<u>53,849,994.24</u>	<u>(1,358,732.19)</u>	<u>52,491,262.05</u>

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	520,921.24	(344,163.82)	176,757.42
999-100-1-10-1502	PAYROLL BEO	25,442.29	(3,708.47)	21,733.82
999-100-1-10-1503	STATE TREASURY POOL	52,611,387.98	(971,940.32)	51,639,447.66
999-100-1-10-1507	COMMUNITY BANK	100.23	0.00	100.23
999-100-1-10-1508	US BANK	0.00	0.00	0.00
999-100-1-10-1509	PROP TAX COLL BEO	<u>693,494.18</u>	<u>(39,772.50)</u>	<u>653,721.68</u>
SUBTOTAL CASH IN BANK - POOLED CASH		<u>53,851,345.92</u>	<u>(1,359,585.11)</u>	<u>52,491,760.81</u>

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	(<u>500.00</u>)	<u>1,901.26</u>	<u>1,401.26</u>
SUBTOTAL WAGES PAYABLE		(<u>500.00</u>)	<u>1,901.26</u>	<u>1,401.26</u>

TOTAL CASH IN BANK - POOLED CASH 53,851,845.92 (1,361,486.37) 52,490,359.55

DUE TO OTHER FUNDS - POOLED CASH

999-100-2-40-4002 DUE TO OTHER FUNDS 53,849,574.47 (1,358,732.19) 52,490,842.28

TOTAL DUE TO OTHER FUNDS 53,849,574.47 (1,358,732.19) 52,490,842.28

JUNE 16, 2023



TO: MORROW COUNTY BOARD OF COMMISSIONERS
FROM: KEVIN INCE, FINANCE DIRECTOR & COUNTY ACCOUNTANT
SUBJECT: **MAY 2023 ACCOUNTS PAYABLE REPORT**
CC: ROBERTA LUTCHER, SABRINA BAILEY, KELSEY CROCKER, JAYLENE PAPINEAU

The May 2023 Commissioners AP Report that is attached reflects all payments issued by Morrow County from May 1st through May 31st, 2023.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
911 SUPPLY INC.	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	2,563.96	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	126.72	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	138.31	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	15.08	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	108.62	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	282.59	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	168.93	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	742.13	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	737.09	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	141.78	
	UNIFORM EXPENSE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	130.74	
				TOTAL:	5,155.95
A-PLUS CONNECTORS	SHOP/HRDWR STOCK	ROAD FUND	ROAD DEPARTMENT	185.89	
	SHOP/HRDWR STOCK	ROAD FUND	ROAD DEPARTMENT	148.34	
	SHOP/HRDWR STOCK	ROAD FUND	ROAD DEPARTMENT	113.24	
				TOTAL:	447.47
ADVANCED BUSINESS INTERVENTION, INC.	SERVICES RENDERED/APR 2023	ROAD FUND	ROAD DEPARTMENT	420.00	
	SERVICES RENDERED/APR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	210.00	
				TOTAL:	630.00
ADVANCED REPORTING LLC	SERVICES RENDERED/3CT	GENERAL FUND	NON-DEPARTMENTAL	347.92	
	SERVICES RENDERED/3CT	GENERAL FUND	NON-DEPARTMENTAL	78.17	
	SERVICES RENDERED/3CT	GENERAL FUND	NON-DEPARTMENTAL	108.17	
				TOTAL:	534.26
AMAZON CAPITAL SERVICES	FINC-IT-SHER/OFFICE-IT HDW	GENERAL FUND	ADMINISTRATIVE SERVICE	19.99	
	CLERK/OFFICE SUPPLY	GENERAL FUND	COUNTY CLERK	77.99	
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	38.15	
	FINC-IT-SHER/OFFICE-IT HDW	GENERAL FUND	SHERIFF'S DEPARTMENT	801.50	
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	521.06	
	SHER OFF/COMP HARDWARE	GENERAL FUND	SHERIFF'S DEPARTMENT	258.57	
	HEALTH/OFFICE SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	87.20	
	HEALTH/OFFICE SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	95.77	
	HEALTH/POP UP TENT RETURN	GENERAL FUND	HEALTH DEPARTMENT	65.40-	
	HEALTH/POP UP SIDEWALL RET	GENERAL FUND	HEALTH DEPARTMENT	21.80-	
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	105.90	
	BOC/OFFICE SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	25.93	
	FINC-IT-SHER/OFFICE-IT HDW	GENERAL FUND	COMPUTER	235.96	
	FINC-IT-SHER/OFFICE-IT HDW	GENERAL FUND	NON-DEPARTMENTAL	114.95	
	PW/OFFICE SUPPLY-SMALL TOO	ROAD FUND	ROAD DEPARTMENT	54.99	
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	38.58	
	PW/OFFICE SUPPLY-SMALL TOO	PARK FUND	ATV PARK	63.50	
	PW/OFFICE SUPPLY-SMALL TOO	PARK FUND	ATV PARK	32.23	
				TOTAL:	2,485.07
	ANDERSON PERRY & ASSOCIATES, INC.	BOMBING RANGE/ENGINEER DES	ROAD FUND	ROAD DEPARTMENT	25,000.00
				TOTAL:	25,000.00
ARAMARK UNIFORM SERVICES, INC	LAUNDRY SERVICE 4/04/23	GENERAL FUND	WEED DEPT.	75.90	
	LANUDRY SERVICE 4/11/23	GENERAL FUND	WEED DEPT.	4.95	
	LAUNDRY SERVICE 4/18/23	GENERAL FUND	WEED DEPT.	4.95	
	LAUNDRY SERVICE 4/25/23	GENERAL FUND	WEED DEPT.	4.95	
	LAUNDRY SERVICE 4/04/23	ROAD FUND	ROAD DEPARTMENT	311.48	
	LANUDRY SERVICE 4/11/23	ROAD FUND	ROAD DEPARTMENT	285.08	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LAUNDRY SERVICE 4/18/23	ROAD FUND	ROAD DEPARTMENT	291.53
	LAUNDRY SERVICE 4/25/23	ROAD FUND	ROAD DEPARTMENT	285.08
			TOTAL:	1,263.92
ARLINGTON LIONS CLUB	LIONS CLUB GUN RANGE FY22-	GENERAL FUND	SHERIFF'S DEPARTMENT	500.00
			TOTAL:	500.00
ARVIG MEDIA	WALLA WALLA MEDIA SVCS 202	PARK FUND	CUTSFORTH PARK	610.00
	WALLA WALLA MEDIA SVCS 202	PARK FUND	ANSON WRIGHT PARK	610.00
	WALLA WALLA MEDIA SVCS 202	PARK FUND	ATV PARK	610.00
			TOTAL:	1,830.00
ASCHOFF, DONALD C	OHV HOST ASST 5/02-14/23	PARK FUND	ATV PARK	520.00
			TOTAL:	520.00
ASHBECK, ANDREW	TRUCKING SERVICE/APR 2023	ROAD FUND	ROAD DEPARTMENT	18,481.55
			TOTAL:	18,481.55
BAILEY HEAVY EQUIPMENT REPAIR INC	ROAD/HYDRAULIC FITTINGS	ROAD FUND	ROAD DEPARTMENT	230.25
			TOTAL:	230.25
BEND MAILING SERVICES, LLC	BALLOT PROCESSING/MAY 23 E	GENERAL FUND	COUNTY CLERK	1,024.43
	BALLOT PROCESSING/MAY 23 E	GENERAL FUND	COUNTY CLERK	6.25
	BALLOT PROCESSING/MAY 23 E	GENERAL FUND	COUNTY CLERK	180.00
			TOTAL:	1,210.68
BEST WESTERN PLUS MILL CREEK INN	LODGING-CARTER 4/10-4/12/2	GENERAL FUND	SHERIFF'S DEPARTMENT	221.48
	LODGING-GARCIA 4/10-4/12/2	GENERAL FUND	SHERIFF'S DEPARTMENT	221.48
			TOTAL:	442.96
BLUE MOUNTAIN BOTTLED WATER, INC.	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	76.50
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	60.15
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	30.05
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	34.75
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	143.00
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	58.50
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	48.50
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	50.00
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	35.50
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	16.00
	HEALTH/NWE	GENERAL FUND	HEALTH DEPARTMENT	37.00
			TOTAL:	589.95
BLUE MOUNTAIN EAGLE	SUBSCRIPTION 6/23-24 /PW	GENERAL FUND	PUBLIC WORKS ADMIN	51.00
			TOTAL:	51.00
BMCC EDUCATION DIST	BMCC EDUCATION DIST	BLUE MT EDUC DISTR	BLUE MT EDUC DISTRICT	4,019.99
	BMCC EDUCATION DIST	BULE MT B & I	BLUE MT B & I	1,225.29
			TOTAL:	5,245.28
BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY	BOARDMAN CEMETERY	113.09
			TOTAL:	113.09
BOARDMAN FIRE & RESCUE DISTRICT	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	3,695.58
	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	712.32
			TOTAL:	4,407.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
BOARDMAN FOOD PANTRY	MONTHLY ALLOCATION/MAY 202	GENERAL FUND	NON-DEPARTMENTAL	2,777.00	
			TOTAL:	2,777.00	
BOARDMAN PARK & REC DIST	BOARDMAN PARK & REC DIST	BOARDMAN PARK	BOARDMAN PARK	1,192.34	
	BOARDMAN PARK & REC DIST	BOARDMAN PARK B &	BOARDMAN PARK B & I	1,652.83	
			TOTAL:	2,845.17	
BOWLES, JOHN	REIMBURSE/MAY DAY PARADE C	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	196.79	
			TOTAL:	196.79	
BRUCE HEATING & AIR CONDITIONING, INC.	HEAT REPAIR-COURTHOUSE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	380.00	
			TOTAL:	380.00	
BRUNETTE, STEVEN E	BRUNETTE, STEVEN E	UNSEGREGATED TAXES	UNSEGREGATED TAXES	11.16	
			TOTAL:	11.16	
BULLDOG TOWING & RECOVERY LLC	SKYLINE ALJOALY/TOW TO LAN	GENERAL FUND	SHERIFF'S DEPARTMENT	378.56	
			TOTAL:	378.56	
CANON SOLUTIONS AMERICA, INC.	TREASURER COPIER USE/APR 2	GENERAL FUND	TREASURER	23.68	
	SUPPORT COPIER USE/APR 202	GENERAL FUND	DISTRICT ATTORNEY	34.08	
			TOTAL:	57.76	
CASCADE FIRE PROTECTION COMPANY, INC.	FIRE SPRINKLER INSPECTION/	GENERAL FUND	PUBLIC WORKS-GEN MAINT	600.00	
	FIRE SPRINKLER INSPECTION/	FAIR	INDOOR/OUTDOOR ARENA	350.00	
			TOTAL:	950.00	
CENTURYLINK	MC PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	38.63	
	MC PUBLIC WORKS/APR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	56.13	
	MC PUBLIC WORKS/APR 2023	GENERAL FUND	WEED DEPT.	38.63	
	MORROW COUNTY OF/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	115.38	
	MC SHERIFF OFFICE/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	60.73	
	MORROW COUNTY/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	56.61	
	MC SHERIFF OFFICE/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	28.78	
	MORROW COUNTY/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	410.10	
	MORROW COUNTY/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	192.15	
	COUNTY OF MORROW/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	1,597.98	
	P&P-INTERNET/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	109.99	
	MC PUBLIC WORKS/APR 2023	ROAD FUND	ROAD DEPARTMENT	292.09	
	LEXINGTON AWOS/APR 2023	AIRPORT FUND	AIRPORT	141.76	
	MC PUBLIC WORKS/APR 2023	AIRPORT FUND	AIRPORT	57.38	
	MC FAIR/APR 2023	FAIR	NON-DEPARTMENTAL	151.83	
	MC PUBLIC WORKS/APR 2023	PARK FUND	CUTSFORTH PARK	126.55	
	ANSON WRIGHT PARK/APR 2023	PARK FUND	ANSON WRIGHT PARK	63.50	
	MC PUBLIC WORKS/APR 2023	PARK FUND	ANSON WRIGHT PARK	28.23	
	MC PUBLIC WORKS/APR 2023	PARK FUND	ATV PARK	28.23	
			TOTAL:	3,594.68	
	CENTURYLINK COMMUNICATIONS LLC	MORROW CO/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	468.86
				TOTAL:	468.86
	CIS TRUST	CIS SUPERVISOR TRAINING 20	GENERAL FUND	ADMINISTRATIVE SERVICE	25.00
		CIS SUPERVISOR TRAINING 20	GENERAL FUND	TREASURER	25.00
		CIS SUPERVISOR TRAINING 20	GENERAL FUND	VETERANS	25.00
		CIS SUPERVISOR TRAINING 20	GENERAL FUND	SHERIFF'S DEPARTMENT	250.00
		CIS SUPERVISOR TRAINING 20	GENERAL FUND	HEALTH DEPARTMENT	50.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CIS SUPERVISOR TRAINING 20	GENERAL FUND	PLANNING DEPARTMENT	25.00
	CIS SUPERVISOR TRAINING 20	GENERAL FUND	PUBLIC WORKS ADMIN	25.00
	CIS SUPERVISOR TRAINING 20	ROAD FUND	ROAD DEPARTMENT	25.00
	CIS SUPERVISOR TRAINING 20	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	25.00
			TOTAL:	475.00
CITY OF BOARDMAN	CITY OF BOARDMAN	BOARDMAN URBAN REN	BOARDMAN URBAN RENEW	260.29
CITY OF BOARDMAN	CITY OF BOARDMAN	WEST BOARDMAN URA	WEST BOARDMAN URA	154.49
CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OG BOARDMAN B	CITY OF BOARDMAN B & I	810.16
CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OF BOARDMAN	4,607.41
			TOTAL:	5,832.35
CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	1,002.76
CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER FI	CITY OF HEPPNER FIRE B	91.89
			TOTAL:	1,094.65
CITY OF HEPPNER WATER DEPARTMENT	BART BLDG/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	BART IRRIGATION #1/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	BART IRRIGATION #2/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	EMERG MANAGE IRRIGATE/APR	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.10
	SHERIFF STATION #2/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	EMERG MANAGE BLDG/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	128.22
	AG MUSEUM/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	COURTHOUSE/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	123.47
	LIBRARY-MUSEUM/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	74.07
	FAIRGROUNDS/APR 2023	FAIR	NON-DEPARTMENTAL	235.14
	MCPT-HEP BUS BARN/APR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	29.10
			TOTAL:	899.51
CITY OF HERMISTON	IT SERVICES/MAY 2023	GENERAL FUND	COMPUTER	20,800.00
			TOTAL:	20,800.00
CITY OF IONE	CITY OF IONE	CITY OF IONE	CITY OF IONE	141.92
			TOTAL:	141.92
CITY OF IRRIGON	W-S-G/IRR MCGC/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	104.01
	W-S-G/IRR MCGC/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	W-S/IRR P&P EOC/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	120 SE 13TH/FCLSD PROP-WTR	GENERAL FUND	NON-DEPARTMENTAL	33.10
	CITY OF IRRIGON	CITY OF IRRIGON B	CITY OF IRRIGON B & I	383.97
	CITY OF IRRIGON	CITY OF IRRIGON	CITY OF IRRIGON	451.16
			TOTAL:	1,429.16
CIVIC PLUS LLC	AGENDA MNGT SYSTEM IMPLEME	GENERAL FUND	BOARD OF COMMISSIONERS	9,991.65
			TOTAL:	9,991.65
CMS	CMS	GENERAL FUND	NORTH TRANSFER STATION	11.44
	CMS	GENERAL FUND	SOLID WASTE TRNS STATI	12.13
	CMS	PARK FUND	CUTSFORTH PARK	9.95
	CMS	PARK FUND	ANSON WRIGHT PARK	9.95
	CMS	PARK FUND	ATV PARK	15.75
	CMS	PARK FUND	FAIRGROUNDS PARK	9.95
			TOTAL:	69.17
COLUMBIA BASIN ELECTRIC	PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	825.24
	PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	403.65

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	141.33
	PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	858.29
	PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	224.51
	PUBLIC WORKS/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	171.01
	PUBLIC WORKS/APR 2023	GENERAL FUND	SOLID WASTE TRNS STATI	47.77
	PUBLIC WORKS/APR 2023	ROAD FUND	ROAD DEPARTMENT	1,677.26
	PUBLIC WORKS/APR 2023	AIRPORT FUND	AIRPORT	408.55
	FAIRGROUNDS/APR 2023	FAIR	NON-DEPARTMENTAL	591.42
	MCPT-HEP BUS SHED/APR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	45.89
	PUBLIC WORKS/APR 2023	PARK FUND	CUTSFORTH PARK	261.63
	PUBLIC WORKS/APR 2023	PARK FUND	ANSON WRIGHT PARK	213.00
	PUBLIC WORKS/APR 2023	PARK FUND	ATV PARK	1,175.47
	PUBLIC WORKS/APR 2023	PARK FUND	FAIRGROUNDS PARK	33.00
			TOTAL:	7,078.02
COLUMBIA RIVER MACHINERY	GM/SKIDSTEER RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	600.00
	GM/SKIDSTEER RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	216.00
	ROAD/ROLLER RENTAL	ROAD FUND	ROAD DEPARTMENT	5,000.00
	ROAD/ROLLER RENTAL	ROAD FUND	ROAD DEPARTMENT	712.00
			TOTAL:	6,528.00
COMMUNITY COUNSELING SOLUTIONS	SBC INVOICE QTR 1 22/23	GENERAL FUND	HEALTH DEPARTMENT	4,902.30
	SBC INVOICE QTR 1 22/23	GENERAL FUND	HEALTH DEPARTMENT	490.23
	SBC INVOICE QTR 2 22/23	GENERAL FUND	HEALTH DEPARTMENT	7,417.73
	SBC INVOICE QTR 2 22/23	GENERAL FUND	HEALTH DEPARTMENT	741.77
	SBC INVOICE QTR 2 22/23	GENERAL FUND	HEALTH DEPARTMENT	432.00
	SBC INVOICE Q3 22/23	GENERAL FUND	HEALTH DEPARTMENT	6,234.00
	SBC INVOICE Q3 22/23	GENERAL FUND	HEALTH DEPARTMENT	623.40
	SBC INVOICE Q3 22/23	GENERAL FUND	HEALTH DEPARTMENT	106.00
	SPURS ANNUAL PMT/FY 22-23	GENERAL FUND	HEALTH DEPARTMENT	20,000.00
	OHA-CFA SPECIAL PAYMENT	GENERAL FUND	NON-DEPARTMENTAL	249.50
	MH TAX APPORTION/JAN 2023	GENERAL FUND	NON-DEPARTMENTAL	781.63
	SE#65-Q6/#173145	GENERAL FUND	NON-DEPARTMENTAL	4,860.48
	C#173145/CCS SPECIAL PYMT	GENERAL FUND	NON-DEPARTMENTAL	60.00
	C#173145/CCS SPECIAL PYMT	GENERAL FUND	NON-DEPARTMENTAL	189.50
	C#173145/CCS SPECIAL PYMT	GENERAL FUND	NON-DEPARTMENTAL	763.04
	C#173145/CCS SPECIAL PYMT	GENERAL FUND	NON-DEPARTMENTAL	161.22
	C#173145/CCS SPECIAL PYMT	GENERAL FUND	NON-DEPARTMENTAL	728.08
	MH TAX APPORTION/MAR 2023	GENERAL FUND	NON-DEPARTMENTAL	661.75
			TOTAL:	49,402.63
CONRADO ORTIZ, ARMENTA	REFUND/IRR JUSTICE CRT	JUSTICE COURT BAIL	NON-DEPARTMENTAL	5.00
			TOTAL:	5.00
COX, ROBERT T.	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	663.00
	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	2,535.00
	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,641.00
	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	2,752.00
	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	110.50
	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,048.43
	JANITORIAL SERVICE/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	552.50
			TOTAL:	9,302.43
CROWN PAPER & JANITORIAL SUPPLY INC.	JANITORIAL SUPPLY/PW	GENERAL FUND	PUBLIC WORKS-GEN MAINT	651.85
	JANITORIAL SUPPLY/PARKS	PARK FUND	ATV PARK	577.50
	JANITORIAL SUPPLY/OHV	PARK FUND	ATV PARK	266.30

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,495.65
CTUIR	IRRIGON TRANSIT JAN-MAR 20	5310 - FTA GRANT F	5310 FTA GRANT	3,000.00
			TOTAL:	3,000.00
DAWSON,KATIE	VICTIM ASSISTANCE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	2,500.00
			TOTAL:	2,500.00
DAY WIRELESS SYSTEMS	2022 PACIFICA/CAMERA INSTA	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	520.00
	2022 PACIFICA /TABLET INST	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	364.82
			TOTAL:	884.82
DCBS - BUILDING CODES DIVISION	DCBS - BUILDING CODES DIVI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	235.00
			TOTAL:	235.00
DELL MARKETING L.P.	OFFICE 365 GCC/MAY 2023	GENERAL FUND	BOARD OF COMMISSIONERS	33.44
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	73.26
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.72
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	TREASURER	34.28
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	COUNTY CLERK	8.36
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	DISTRICT ATTORNEY	41.80
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.72
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.60
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	25.08
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	PLANNING DEPARTMENT	41.80
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	EMERGENCY MANAGEMENT	8.36
	OFFICE 365 GCC/MAY 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	16.72
	IT/MONITORS,OPTIPLEX,KYB,M	GENERAL FUND	COMPUTER	6,187.66
	IT/MONITORS,OPTIPLEX,KYB,M	GENERAL FUND	COMPUTER	14,197.17
	IT/MONITORS,OPTIPLEX,KYB,M	GENERAL FUND	COMPUTER	9,689.89
	IT/MONITORS,OPTIPLEX,KYB,M	GENERAL FUND	COMPUTER	3,820.44
	IT/MONITORS,OPTIPLEX,KYB,M	GENERAL FUND	COMPUTER	1,150.77
	OFFICE 365 GCC/MAY 2023	ROAD FUND	ROAD DEPARTMENT	33.44
	OFFICE 365 GCC/MAY 2023	FAIR	NON-DEPARTMENTAL	8.36
	OFFICE 365 GCC/MAY 2023	PARK FUND	ATV PARK	33.44
			TOTAL:	35,521.31
DESERT SPRINGS BOTTLED WATER	SHER OFF-DISP/WATER DELIVE	GENERAL FUND	SHERIFF'S DEPARTMENT	40.72
	SHER OFF-DISP/WATER DELIVE	GENERAL FUND	SHERIFF'S DEPARTMENT	40.73
	SHER OFF-DISP/WATER DELIVE	GENERAL FUND	SHERIFF'S DEPARTMENT	40.72
	SHER OFF-DISP/WATER DELIVE	GENERAL FUND	SHERIFF'S DEPARTMENT	48.57
	SHER OFF-DISP/WATER DELIVE	GENERAL FUND	SHERIFF'S DEPARTMENT	25.02
	NWE-MARCH 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,414.90
	NWE-MARCH 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,400.45
	NWE-MARCH 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,640.80
	NWE-MARCH 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,344.30
	NWE-MARCH 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,632.85
	NWE-APR 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,362.65
	NWE-APR 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	936.80
	NWE-APR 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,510.10
	NWE-APR 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,475.50
	NWE-APR 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,121.80
	NWE-APR 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,025.85
	GENERAL MAINT/COOLER RENT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.95
	COURTHOUSE/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	73.60
	COURTHOUSE/COOLER RENT	GENERAL FUND	NON-DEPARTMENTAL	11.95

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MCGC/COOLER RENT	GENERAL FUND	NON-DEPARTMENTAL	11.95
	ROAD/WATER DELIVERY	ROAD FUND	ROAD DEPARTMENT	34.35
	SHER OFF-DISP/WATER DELIVE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	40.73
	SHER OFF-DISP/WATER DELIVE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	40.72
	SHER OFF-DISP/WATER DELIVE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	40.73
	SHER OFF-DISP/WATER DELIVE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	48.58
	SHER OFF-DISP/WATER DELIVE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	25.03
	P&P/WATER DELIVERY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	10.80
	P&P/WATER DELIVERY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	18.65
	P&P/WATER DELIVERY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	10.80
	P&P/WATER DELIVERY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	34.35
	P&P/WATER DELIVERY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	42.20
			TOTAL:	15,516.15
DEVIN OIL CO INC	ASSESSOR FUEL/APR 15 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	41.75
	ASSESSOR FUEL/APR 30 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	43.24
	DA OFFICE FUEL/APR 15 2023	GENERAL FUND	DISTRICT ATTORNEY	183.91
	DA OFF-VICWIT FUEL/APR 30	GENERAL FUND	DISTRICT ATTORNEY	150.77
	JUVENILE FUEL/APR 30 2023	GENERAL FUND	JUVENILE DEPARTMENT	142.86
	JUVENILE FUEL/MAY 15 2023	GENERAL FUND	JUVENILE DEPARTMENT	133.22
	SHER OFF FUEL/APR 30 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,806.42
	SHER OFF FUEL/MAY 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,879.47
	ROAD OIL-GREASE/APR 20 202	ROAD FUND	ROAD DEPARTMENT	6,457.60
	ROAD DIESEL/APR 25 2023	ROAD FUND	ROAD DEPARTMENT	18,292.49
	SHER OFF FUEL/APR 30 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	356.17
	SHER OFF FUEL/MAY 15 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	296.41
	DA OFF-VICWIT FUEL/APR 30	CAMI GRANT	DISTRICT ATTORNEY	35.16
	OHV DIESEL-GAS/APR 26 2023	PARK FUND	ATV PARK	2,304.00
	OHV DIESEL-GAS/APR 26 2023	PARK FUND	ATV PARK	2,326.50
	SHER OFF FUEL/APR 30 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	365.73
	SHER OFF FUEL/MAY 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	257.02
			TOTAL:	37,072.72
DEVIN OIL CO. INC.	SHER OFF FUEL/APR 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,263.73
	SHER OFF FUEL/APR 30 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,400.46
	SHER OFF FUEL/APR 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	144.83
	SHER OFF FUEL/APR 30 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	430.78
			TOTAL:	5,239.80
DEVRIES INFORMATION MANAGEMENT, INC	SHRED SERVICE/JUSTICE CRT	GENERAL FUND	JUSTICE COURT	45.00
	SHRED SERVICE/JUSTICE CRT	GENERAL FUND	JUSTICE COURT	45.00
	SHRED SERVICE/HEPPNER HEAL	GENERAL FUND	HEALTH DEPARTMENT	50.50
	SHRED SERVICE/HEPPNER HEAL	GENERAL FUND	HEALTH DEPARTMENT	50.50
	SHRED SERVICE/HEPPNER HEAL	GENERAL FUND	HEALTH DEPARTMENT	50.50
			TOTAL:	241.50
DILL-SPEARS, KATHERINE R	OHV CAMP HOST 5/02-14/23	PARK FUND	ATV PARK	845.00
			TOTAL:	845.00
DISH	DISPATCH NEWS SERVICE/MAY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	109.08
			TOTAL:	109.08
DLR GROUP ARCHITECTURE & ENGINEERING,	CRTHSE SITE ANALYSIS/APR 2	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	2,385.00
			TOTAL:	2,385.00
DUCOTE CONSULTING, LLC	LGGP PROJECT CONSULT/APR 2	GENERAL FUND	PLANNING DEPARTMENT	1,115.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRANSIT FACIL CONSULT/MAR	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1,732.50
			TOTAL:	2,847.50
DYER, COLLEEN	REIMBURSEMENT-CAR WASH/MAY	5310 - FTA GRANT F	5310 FTA GRANT	12.00
			TOTAL:	12.00
EAST OREGONIAN CIRCULATION	OHV/EXPLORE GRANT CO ADVER	PARK FUND	CUTSFORTH PARK	191.66
	OHV/EXPLORE GRANT CO ADVER	PARK FUND	ANSON WRIGHT PARK	191.66
	OHV/EXPLORE GRANT CO ADVER	PARK FUND	ATV PARK	191.68
			TOTAL:	575.00
ECOLANE USA, LLC	MCPT/DISPATCHING SOFTWARE	5310 - FTA GRANT F	5310 FTA GRANT	31,732.50
			TOTAL:	31,732.50
ESRI	SITE SCAN SUBSCRIPT/2023-2	GENERAL FUND	PLANNING DEPARTMENT	4,900.00
			TOTAL:	4,900.00
FINLEY BUTTES LANDFILL CO	TRANS STN FEES/APR 30 2023	GENERAL FUND	SOLID WASTE TRNS STATI	461.21
			TOTAL:	461.21
FLEMING, BARBARA & JEFFREY	FLEMING, BARBARA & JEFFREY	UNSEGREGATED TAXES	UNSEGREGATED TAXES	100.00
			TOTAL:	100.00
FLETCHER, ANDREA LEIGH	LCAC SERVICE/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	1,125.00
			TOTAL:	1,125.00
FORESTRY SUPPLIERS, INC,	OHV/3-LOGGERS TAPE	PARK FUND	ATV PARK	172.95
			TOTAL:	172.95
FORTIS CONSTRUCTION INC	DEC 2022 FINAL PYM N-END	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	32,509.23
			TOTAL:	32,509.23
FULPER MD, JAMES C.	SERVICES RENDERED/4/10-12/	GENERAL FUND	SHERIFF'S DEPARTMENT	670.00
			TOTAL:	670.00
GEER, PETER	WORKBOOT REIMBURSE/2022-23	ROAD FUND	ROAD DEPARTMENT	189.99
			TOTAL:	189.99
GHA TECHNOLOGIES INC	IT/9-ACCESS POINT WIFI 6 P	GENERAL FUND	COMPUTER	924.00
			TOTAL:	924.00
GRANITE CONSTRUCTION COMPANY	3/8"HMA-64-22/808.03 TON	ROAD FUND	ROAD DEPARTMENT	48,481.80
	R#728-3/8"HMA64-22/1036.39	ROAD FUND	ROAD DEPARTMENT	62,183.40
	3/8"HMA-64-22/949.91 TON	ROAD FUND	ROAD DEPARTMENT	56,994.60
	3/8"HMA-64-22/932.39 TON	ROAD FUND	ROAD DEPARTMENT	55,943.40
	3/8"HMA-64-22/797.80 TON	ROAD FUND	ROAD DEPARTMENT	47,868.00
	3/8"HMA-64-22/802.87 TON	ROAD FUND	ROAD DEPARTMENT	48,172.00
	3/8"HMA-64-22/824.58 TON	ROAD FUND	ROAD DEPARTMENT	49,474.80
	3/8"HMA-64-22/800.80 TON	ROAD FUND	ROAD DEPARTMENT	48,048.00
	3/8"HMA-64-22/398.30 TON	ROAD FUND	ROAD DEPARTMENT	23,898.00
	3/8"HMA-64/-22/800.78 TON	ROAD FUND	ROAD DEPARTMENT	48,046.80
	1/2"HMA-64-22/77.25 TON	ROAD FUND	ROAD DEPARTMENT	4,364.64
	3/8"HMA-64-22/653.92 TON	ROAD FUND	ROAD DEPARTMENT	39,235.20
			TOTAL:	532,710.64
GSI WATER SOLUTIONS, INC	WATER COORD SERV/MAR 2023	RESILIENCY FUND	PLANNING DEPARTMENT	22,300.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WATER COORD SERVAPR 2023	RESILIENCY FUND	PLANNING DEPARTMENT	13,841.25
			TOTAL:	36,141.25
GSMC COMMUNITY HEALTH & OUTREACH	CAREVAN QTR 3 JAN-MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1,625.00
	CAREVAN QTR 3 JAN-MAR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	2,500.00
			TOTAL:	4,125.00
HANSEN VETERINARY SERVICES	K-9/DENTAL EXAM-CLEANING	GENERAL FUND	SHERIFF'S DEPARTMENT	310.00
			TOTAL:	310.00
HEPPNER AUTO PARTS	GM/SMALL TOOLS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	599.00
	GM/WINCH SNATCH BLOCK	GENERAL FUND	PUBLIC WORKS-GEN MAINT	22.50
	GM/SAFETY HELMET	GENERAL FUND	PUBLIC WORKS-GEN MAINT	91.50
	GM/SAFETY CHAPS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	142.60
	GM/BRAKE CLEANER	GENERAL FUND	PUBLIC WORKS-GEN MAINT	4.95
	#1124/TAILGATE HANDLE,BEZE	ROAD FUND	ROAD DEPARTMENT	44.40
	ROAD/TIRE LUBE	ROAD FUND	ROAD DEPARTMENT	19.50
	#109/WHEEL BEARING,HUB	ROAD FUND	ROAD DEPARTMENT	712.78
	#109/ANTI LOCK BRAKE SENSO	ROAD FUND	ROAD DEPARTMENT	72.88
	ROAD/12-TRANS FLUID	ROAD FUND	ROAD DEPARTMENT	95.40
	#539/WOOD CHIPPER BATTERY	ROAD FUND	ROAD DEPARTMENT	179.99
			TOTAL:	1,985.50
HEPPNER CEMETERY DIST.	HEPPNER CEMETERY DIST.	HEPPNER CEMETERY	HEPPNER CEMETERY	117.80
			TOTAL:	117.80
HEPPNER MARKET FRESH	BOC-STOCK FOR WORK LUNCHES	GENERAL FUND	BOARD OF COMMISSIONERS	21.95
	BOC MEETING MEAL	GENERAL FUND	BOARD OF COMMISSIONERS	56.92
	EXECUTIVE SESSION MTG PRE	GENERAL FUND	BOARD OF COMMISSIONERS	76.89
	INTERIM ADMIN INTERVIEW PR	GENERAL FUND	BOARD OF COMMISSIONERS	27.96
	AGENDA MANAGEMENT ZOOM PRE	GENERAL FUND	BOARD OF COMMISSIONERS	6.99
	COMPENSATION BOARD PREP	GENERAL FUND	ADMINISTRATIVE SERVICE	33.35
			TOTAL:	224.06
HEPPNER RURAL FIRE PD	HEPPNER RURAL FIRE PD	HEPPNER RFPD	HEPPNER RFPD	149.62
	HEPPNER RURAL FIRE PD	HEPPNER RFD BOND	HEPPNER RFD BOND	62.56
			TOTAL:	212.18
HEPPNER WATER CONTROL DIS	HEPPNER WATER CONTROL DIS	HEPPNER WATER CONT	HEPPNER WATER CONTROL	23.30
			TOTAL:	23.30
HERMISTON AUTO PARTS	SHER OFF/COOLANT	GENERAL FUND	SHERIFF'S DEPARTMENT	13.95
	SHER OFF/BUG CLEANER	GENERAL FUND	SHERIFF'S DEPARTMENT	7.98
	SHER OFF/FUEL FILTER	GENERAL FUND	SHERIFF'S DEPARTMENT	23.99
			TOTAL:	45.92
HERMISTON QUICKY LUBE, INC.	2022 DURANGO/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2019 CHARGER/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	52.95
	2022 DURANGO/OIL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	72.95
	2021 DURANGO/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	106.80
	2019 FORD TRANSIT/FULL SER	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	48.95
			TOTAL:	335.60
HERMISTON VETERINARY CLINIC	RESTITUTION/KAYLINN ABBOTT	JUSTICE COURT BAIL	NON-DEPARTMENTAL	154.59
			TOTAL:	154.59

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HOP'S AUTO BODY, INC.	2015 RAV4/INSURANCE REPAIR	GENERAL FUND	BOARD OF COMMISSIONERS	1,774.25
			TOTAL:	1,774.25
HRA VEBA TRUST	HRA VEBA TRUST	GENERAL FUND	NON-DEPARTMENTAL	2,437.50
	HRA VEBA TRUST	911 EMERGENCY FUND	NON-DEPARTMENTAL	187.50
	HRA VEBA TRUST	COMMUNITY CORRECTI	NON-DEPARTMENTAL	375.00
			TOTAL:	3,000.00
HUGHES NETWORK SYSTEMS, LLC	INTERNET-CUTS & AW/APR 202	PARK FUND	CUTSFORTH PARK	133.47
	INTERNET-CUTS & AW/APR 202	PARK FUND	ANSON WRIGHT PARK	123.48
			TOTAL:	256.95
HUMANE SOCIETY OF EASTERN OREGON	PET RESCUE 3/10-5/5/23	GENERAL FUND	SHERIFF'S DEPARTMENT	900.00
			TOTAL:	900.00
ID ZONE	CLOUDBADING SUBSCRIPT/2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,280.00
			TOTAL:	2,280.00
IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
			TOTAL:	483.44
INLAND DEVELOPMENT CORPORATION	DARK FIBER LEASE/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	2,073.20
	BUSINESS ETHERNET/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	1,844.43
			TOTAL:	3,917.63
INLAND IMAGING ASSOCIATES PS	SERVICES RENDERED/FEB 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	431.00
	SERVICES RENDERED/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	26.00
			TOTAL:	457.00
INNOVA LEGAL ADVISORS	ASA ATTORNEY FEES 3/16-4/1	GENERAL FUND	NON-DEPARTMENTAL	19,095.00
			TOTAL:	19,095.00
INNOVATIVE COUNSELING ENTERPRISES	SERVICES RENDERED/4-03-23	GENERAL FUND	JUVENILE DEPARTMENT	1,500.00
			TOTAL:	1,500.00
INTERMOUNTAIN ESD	LETTERHEAD/JUSTICE CRT	GENERAL FUND	JUSTICE COURT	32.29
	INTERMOUNTAIN ESD	UMATILLA-MORROW ES	UMATILLA-MORROW ESD	3,743.34
			TOTAL:	3,775.63
IONE LIBRARY DISTRICT	IONE LIBRARY DISTRICT	IONE LIBRARY DISTR	IONE LIBRARY DISTRICT	10,000.00
			TOTAL:	10,000.00
IONE RFPD	IONE RFPD	IONE RFPD	IONE RFPD	6,221.40
			TOTAL:	6,221.40
IONE SCHOOL DISTRICT	IONE SCHOOL DISTRICT	IONE SCHOOL FUND	IONE SCHOOL FUND	2,661.18
	IONE SCHOOL DISTRICT	IONE SCH DIST B&I	IONE SCH DIST B&I	1,184.60
	IONE SCHOOL DISTRICT	IONE SCHOOL DISTRI	IONE SCHOOL DISTRICT	1,583.26
			TOTAL:	5,429.04
IONE-LEXINGTON CEMETERY	IONE-LEXINGTON CEMETERY	IONE-LEX CEMETERY	IONE-LEX CEMETERY	130.14
			TOTAL:	130.14
IRON MOUNTAIN INC.	FINANACE/HR-SHREDDING SERV	GENERAL FUND	ADMINISTRATIVE SERVICE	346.45
	SHER OFF-SHREDDING SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	302.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>648.65</u>
IRRIGON - BOARDMAN EMERGENCY ASSISTANC	MONTHLY ALLOCATION/MAY 202	GENERAL FUND	NON-DEPARTMENTAL	<u>2,777.00</u>
			TOTAL:	<u>2,777.00</u>
IRRIGON CEMETERY DIST.	IRRIGON CEMETERY DIST.	IRRIGON CEMETERY	IRRIGON CEMETERY	<u>52.90</u>
			TOTAL:	<u>52.90</u>
IRRIGON PARK & REC DIST.	IRRIGON PARK & REC DIST.	IRRIGON PARK	IRRIGON PARK	<u>210.24</u>
			TOTAL:	<u>210.24</u>
IRRIGON RURAL FIRE DEPARTMENT	IRRIGON RURAL FIRE DEPARTM	IRRIGON RFPD	IRRIGON RFPD	<u>272.40</u>
			TOTAL:	<u>272.40</u>
IRS	RETIREMENT TAXES/MAY 2023	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	<u>29,077.74</u>
			TOTAL:	<u>29,077.74</u>
J-U-B ENGINEERS, INC.	BIKE TRAIL SERVICES/JAN 20	GENERAL FUND	PLANNING DEPARTMENT	<u>2,500.00</u>
			TOTAL:	<u>2,500.00</u>
JOB REWARDS SYSTEM	SERVICES RENDERED/MAR-MAY	GENERAL FUND	ADMINISTRATIVE SERVICE	<u>3,120.00</u>
			TOTAL:	<u>3,120.00</u>
JEPPSEN PEST CONTROL, INC.	SHERIFF/RODENT SERVICES	GENERAL FUND	PUBLIC WORKS-GEN MAINT	<u>66.00</u>
			TOTAL:	<u>66.00</u>
JEFFY LUBE	2017 CARAVAN/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	80.71
	2018 CARAVAN/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	102.40
	MCPT-LATE FEE/MAR 2023	5310 - FTA GRANT F	5310 FTA GRANT	<u>20.00</u>
			TOTAL:	<u>203.11</u>
JOHN DAY POLARIS, INC.	#726/REAR GLASS-PANEL	ROAD FUND	ROAD DEPARTMENT	<u>322.75</u>
			TOTAL:	<u>322.75</u>
JONES, KELLY	TOOL AGREEMENT/MAR 2023	ROAD FUND	ROAD DEPARTMENT	25.00
	TOOL AGREEMENT/APR 2023	ROAD FUND	ROAD DEPARTMENT	25.00
	WORK BOOK REIMBURSE/22-23	ROAD FUND	ROAD DEPARTMENT	<u>200.00</u>
			TOTAL:	<u>250.00</u>
JONES, ROBIN	MEAL/MILE REIMBURSE/APR 20	GENERAL FUND	JUSTICE COURT	96.65
	MEAL/MILE REIMBURSE/APR 20	GENERAL FUND	JUSTICE COURT	<u>423.13</u>
			TOTAL:	<u>519.78</u>
KENNY LAND SURVEYING	SURVEYOR SERVICES/MAR 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	2,640.00
	SURVEYOR SERVICES/APR 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	<u>2,640.00</u>
			TOTAL:	<u>5,280.00</u>
LANGUAGE LINE SERVICES INC.	O-T-P INTERPRETER FEE/APR	GENERAL FUND	JUSTICE COURT	3.63
	O-T-P INTERPRETER FEE/APR	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	<u>560.12</u>
			TOTAL:	<u>563.75</u>
LES SCHWAB MAIN OFFICE	2018 RAM 2500/BATTERY REPL	GENERAL FUND	SHERIFF'S DEPARTMENT	204.29
	2019 CHARGER/TIRE PKG	GENERAL FUND	SHERIFF'S DEPARTMENT	867.84
	2019 CHARGER/ADJ ARM REPAI	GENERAL FUND	SHERIFF'S DEPARTMENT	<u>1,143.75</u>
			TOTAL:	<u>2,215.88</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LES SCHWAB TIRE CENTER	2015 MALIBU/TIRE PKG	GENERAL FUND	JUSTICE COURT	463.84
	HEALTH/BATTERY REPLC	GENERAL FUND	HEALTH DEPARTMENT	235.98
	#1003-TUB/TRAILER TIRES	ROAD FUND	ROAD DEPARTMENT	790.20
	#1499/FRNT TIRES-BACKHOE	ROAD FUND	ROAD DEPARTMENT	1,189.94
	#734/BATTERY REPLACE	PARK FUND	ATV PARK	377.56
	TOTAL:			3,057.52
LEXISNEXIS	DA SUBSCRIPTION/APR 2023	LAW LIBRARY	COUNTY CLERK	234.00
			TOTAL:	234.00
LEXISNEXIS RISK DATA MANAGEMENT INC.	CONTRACT FEE/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	79.00
			TOTAL:	79.00
LIFE FLIGHT	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	37.86
			TOTAL:	37.86
LIU, ALVIN J	BULL RIDING LODGING/MAR 20 FAIR		SPECIAL EVENT	1,038.38
			TOTAL:	1,038.38
LOPEZ, JUANA	MILEAGE REIMBURSE/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	110.00
			TOTAL:	110.00
M3V DATA MANAGEMENT	SDS EXPLORER SFTWR 6/23-5/	SAFETY COMMITTEE F	NON-DEPARTMENTAL	990.00
			TOTAL:	990.00
MATRIX SCIENCES INTERNATIONAL INC	NITRATE WATER TESTING/6-21	GENERAL FUND	EMERGENCY MANAGEMENT	175.00
	NITRATE WATER TESTING/7-15	GENERAL FUND	EMERGENCY MANAGEMENT	70.00
	NITRATE WATER TESTING/7-29	GENERAL FUND	EMERGENCY MANAGEMENT	35.00
			TOTAL:	280.00
MC DONALD, SANDRA	CUTS HOST ASST 5/01-14/23	PARK FUND	CUTSFORTH PARK	40.00
			TOTAL:	40.00
MCCURD	MCCURD	MORROW COUNTY UNIF	MORROW COUNTY UNIFIED	400,000.00
			TOTAL:	400,000.00
MID COLUMBIA FORKLIFT, INC	RENT 04/23-DOOSAN FORKLIFT	ROAD FUND	ROAD DEPARTMENT	1,600.00
			TOTAL:	1,600.00
MOBILE HOME OMBUDSMAN	MOBILE HOME OMBUDSMAN	MAN. STRUCTURE OMB	MOBILE HOME OMBUDSMAN	10.53
			TOTAL:	10.53
MODERN MACHINERY CO., INC.	#153/2-SPRINKLER PUMP	ROAD FUND	ROAD DEPARTMENT	1,126.71
			TOTAL:	1,126.71
MONTANA DEPARTMENT OF REVENUE	RETIREMENT TAXES/MAY 2023	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	63.31
			TOTAL:	63.31
MONTES DE OCA, MARTIN	APR 25 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	100.00
	APR 25 2023 MILEAGE FEE	GENERAL FUND	JUSTICE COURT	3.93
	APR 25 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	25.00
	APR 18 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	50.00
	APR 20 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	50.00
			TOTAL:	228.93
MOON SECURITY SERVICE, INC	FIRE-ELEV MONITOR-BB/MAY 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	99.95

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BART BLDG/SERVICE CALL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	453.75
	FIRE MONITOR-FAIR/MAY 2023	FAIR	INDOOR/OUTDOOR ARENA	59.00
			TOTAL:	612.70
MORRIS, ELIZABETH	AW HOST 5/01-14/23	PARK FUND	ANSON WRIGHT PARK	480.00
			TOTAL:	480.00
MORROW CO CLERK	TAX COLLECT RECORD/APR 202	GENERAL FUND	ASSESSOR/TAX COLLECTOR	32.00
	TAX COLLECT RECORD/APR 202	GENERAL FUND	ASSESSOR/TAX COLLECTOR	187.00
			TOTAL:	219.00
MORROW CO GRAIN GROWERS	SHER OFF/INSTALL TRACKS	GENERAL FUND	SHERIFF'S DEPARTMENT	198.99
	PROPANE-SHER OFF GENERATOR	GENERAL FUND	PUBLIC WORKS-GEN MAINT	540.14
	PROPANE-COURTHOUSE/BART	GENERAL FUND	PUBLIC WORKS-GEN MAINT	181.64
	PROPANE-COURTHOUSE/BART	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,052.56
	PROPANE-MUSEUM/LIBRARY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	347.98
	PROPANE-MUSEUM/LIBRARY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	119.98
	PROPANE-AIRPORT SHOP	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,185.44
	PROPANE-SHER OFF	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,101.55
	GM/CHEMICAL-WEED CNTRL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	634.88
	GM/LAWN	GENERAL FUND	PUBLIC WORKS-GEN MAINT	348.76
	GM/GROUNDS MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	22.99
	GM/LAWN	GENERAL FUND	PUBLIC WORKS-GEN MAINT	67.50
	WEED/TRAILER PIN	GENERAL FUND	WEED DEPT.	8.49
	WEED/CHEMICAL GLOVE-2PR	GENERAL FUND	WEED DEPT.	22.00
	WEED/GRAZONNEXT,CROP OIL	GENERAL FUND	WEED DEPT.	152.00
	WEED/TRAILER SAFETY PIN	GENERAL FUND	WEED DEPT.	3.40
	WEED/SPOUT	GENERAL FUND	WEED DEPT.	13.99
	#731/OIL COOLER LINE	ROAD FUND	ROAD DEPARTMENT	33.99
	ROAD/BATTERY TERMINAL CLEA	ROAD FUND	ROAD DEPARTMENT	19.99
	#1326/RADIATOR HOSE	ROAD FUND	ROAD DEPARTMENT	32.98
	#146/IMPACT VERSA DRIVE	ROAD FUND	ROAD DEPARTMENT	17.55
	ROAD/TIRE GUAGE	ROAD FUND	ROAD DEPARTMENT	33.99
	#1326/LYNCH PIN	ROAD FUND	ROAD DEPARTMENT	12.58
	ROAD/TORX PLUS BITS	ROAD FUND	ROAD DEPARTMENT	53.78
	#46/BATTERY BOX	ROAD FUND	ROAD DEPARTMENT	37.99
	#146/BATTERY BOX PRICE ADJ	ROAD FUND	ROAD DEPARTMENT	15.50-
	ROAD/PIN CLIP	ROAD FUND	ROAD DEPARTMENT	23.98
	1#275/S CAM REPAIR KIT	ROAD FUND	ROAD DEPARTMENT	85.99
	#238/CONNECTOR TRAILER PLU	ROAD FUND	ROAD DEPARTMENT	20.78
	ROAD/FUEL-SMALL ENGINES	ROAD FUND	ROAD DEPARTMENT	219.34
	ROAD/2-PR GLOVES	ROAD FUND	ROAD DEPARTMENT	63.98
	GLOVES-1PR	ROAD FUND	ROAD DEPARTMENT	29.95
	GLOVES-2PR	ROAD FUND	ROAD DEPARTMENT	59.90
	ROAD/2-PR GLOVES	ROAD FUND	ROAD DEPARTMENT	38.98
	#1003/CB ANTENNA	ROAD FUND	ROAD DEPARTMENT	17.75
	PROPANE- SHOP FORKLIFT	ROAD FUND	ROAD DEPARTMENT	42.88
	#1326/COTTTER PINS,RIPPER	ROAD FUND	ROAD DEPARTMENT	7.20
	#146/TORX MINI SET	ROAD FUND	ROAD DEPARTMENT	39.99
	ROAD/STRING KNIT	ROAD FUND	ROAD DEPARTMENT	1.79
	ROAD/WELDING ROD	ROAD FUND	ROAD DEPARTMENT	7.99
	PROPANE-WEED BURNER	ROAD FUND	ROAD DEPARTMENT	19.20
	#138/SIGN BOLTS	ROAD FUND	ROAD DEPARTMENT	21.12
	PROPANE-2/PAVING REFILLS	ROAD FUND	ROAD DEPARTMENT	46.40
	#1263/FITTINGS,#270/OIL	ROAD FUND	ROAD DEPARTMENT	6.28
	#1263/FITTINGS,#270/OIL	ROAD FUND	ROAD DEPARTMENT	92.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FAIR/LAWN FERTILIZER	FAIR	NON-DEPARTMENTAL	67.50
	PROPANE-CUTS PARK SHOWER	PARK FUND	CUTSFORTH PARK	314.29
	PROPANE-OHV UPR,AW SHW,OHV	PARK FUND	ANSON WRIGHT PARK	197.18
	PROPANE TANK RENT-AW PK HO	PARK FUND	ANSON WRIGHT PARK	50.00
	PROPANE-OHV PARK SHOP	PARK FUND	ATV PARK	358.50
	PROPANE-OHV UPR,AW SHW,OHV	PARK FUND	ATV PARK	599.17
	PROPANE-OHV UPR,AW SHW,OHV	PARK FUND	ATV PARK	967.71
	PROPANE-CMP HST,JUNIP,CAB	PARK FUND	ATV PARK	225.62
	PROPANE-CMP HST,JUNIP,CAB	PARK FUND	ATV PARK	135.04
	PROPANE-CMP HST,JUNIP,CAB	PARK FUND	ATV PARK	212.71
	PROPANE-OHV PARK SHOP	PARK FUND	ATV PARK	472.74
	OHV/2-EXHAUST FLUID	PARK FUND	ATV PARK	30.98
	PROPANE TANK RENT-OHV CAB	PARK FUND	ATV PARK	50.00
	PROPANE TANK RENT-OHV CAB	PARK FUND	ATV PARK	50.00
	PROPANE TANK RENT-OHV 5TH	PARK FUND	ATV PARK	50.00
	OHV/PULLEYS,BRASS-HYD HOSE	PARK FUND	ATV PARK	63.00
	OHV/FILTER,FILTER BOWL	PARK FUND	ATV PARK	125.95
	OHV/WEED BURNER	PARK FUND	ATV PARK	81.29
			TOTAL:	11,127.72
MORROW CO HEALTH DISTRICT	MORROW CO HEALTH DISTRICT	MORROW CO HEALTH D	MORROW CO HEALTH DISTR	5,779.00
			TOTAL:	5,779.00
MORROW CO PUBLIC WORKS	GM FUEL/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	378.78
	GM FUEL/APR 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	456.62
	WEED FUEL/APR 2023	GENERAL FUND	WEED DEPT.	69.62
	WEED FUEL/APR 2023	GENERAL FUND	WEED DEPT.	128.14
	SOUTH TRANS FEES/APR 2023	FINLEY BUTTES LICE	LICENSE FEE	451.50
	NORTH TRANS FEES/APR 2023	FINLEY BUTTES LICE	LICENSE FEE	838.00
	OHV FUEL/APR 2023	PARK FUND	ATV PARK	356.62
	OHV FUEL/APR 2023	PARK FUND	ATV PARK	158.00
			TOTAL:	2,837.28
MORROW CO SCHOOL DIST	MORROW CO SCHOOL DIST	COUNTY SCHOOL FUND	COUNTY SCHOOL FUND	39,829.32
	MORROW CO SCHOOL DIST	MORROW CO SCHOOL D	MORROW CO SCHOOL DISTR	22,947.22
			TOTAL:	62,776.54
MORROW CO TREASURER	JUSTICE CRT ENFORCE/APR 20	JUSTICE COURT BAIL	NON-DEPARTMENTAL	15,398.14
			TOTAL:	15,398.14
MORROW CO WEED DEPT.	ROAD SPRAYING/APR 2023	ROAD FUND	ROAD DEPARTMENT	3,128.57
	ROAD SPRAYING/APR 2023	ROAD FUND	ROAD DEPARTMENT	1,503.40
			TOTAL:	4,631.97
MT. EMILY SAFE CENTER	CONTRACT FEE/APR-JUN 2023	CAMI GRANT	DISTRICT ATTORNEY	4,427.16
			TOTAL:	4,427.16
NATIONAL HOSPITALITY SUPPLY	PARKS/MATRESS,AIR FRSH,SHW	PARK FUND	CUTSFORTH PARK	229.11
	PARKS/MATRESS,AIR FRSH,SHW	PARK FUND	ANSON WRIGHT PARK	143.31
	PARKS/MATRESS,AIR FRSH,SHW	PARK FUND	ATV PARK	704.03
			TOTAL:	1,076.45
NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	960.00
	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	960.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	240.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	240.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	75.00
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	75.00
			TOTAL:	2,550.00
NEIGHBORHOOD CENTER OF SOUTH MORROW CO	MONTHLY ALLOCATION/MAY 202	GENERAL FUND	NON-DEPARTMENTAL	2,777.00
			TOTAL:	2,777.00
NEUBERT, COLLEEN	REIMBURSE/LODGING K-9 TRAI	GENERAL FUND	SHERIFF'S DEPARTMENT	222.20
			TOTAL:	222.20
NORCOR	DETENTION SERVICES/APR 202	GENERAL FUND	JUVENILE DEPARTMENT	3,145.00
			TOTAL:	3,145.00
NORTH MORROW TIMES	BOC/2-ADVERSITING	GENERAL FUND	BOARD OF COMMISSIONERS	462.00
	MCPT/ADVERTISING	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	93.50
			TOTAL:	555.50
NORTH MORROW VECTOR CONT	NORTH MORROW VECTOR CONT	N MORROW VECTOR CO	N MORROW VECTOR CONTRO	1,426.00
			TOTAL:	1,426.00
NORTHWEST EQUIPMENT SALES, INC.	#1264/STEER TIRE	ROAD FUND	ROAD DEPARTMENT	731.00
	#1264/STEER TIRE	ROAD FUND	ROAD DEPARTMENT	731.00
	#275/BRAKE-SLACK ADJUSTERS	ROAD FUND	ROAD DEPARTMENT	174.18
	#275/BRAKES, DRUMS	ROAD FUND	ROAD DEPARTMENT	1,088.16
	#270/8-DRIVE TIRES 08' KW	ROAD FUND	ROAD DEPARTMENT	4,155.76
	#270/MUD FLAP HANGER	ROAD FUND	ROAD DEPARTMENT	193.36
	#1000/TRANS SPEED SENSOR	ROAD FUND	ROAD DEPARTMENT	238.28
	#270/FENDERS	ROAD FUND	ROAD DEPARTMENT	673.81
	SHOP/4-CB MICROPHONES	ROAD FUND	ROAD DEPARTMENT	80.72
	#275/HUB KIT REPAIR	ROAD FUND	ROAD DEPARTMENT	303.57
			TOTAL:	8,369.84
NW FARM SUPPLY, INC	ROAD/O-RING	ROAD FUND	ROAD DEPARTMENT	1.99
	OHV/OIL FIELD PIPES	PARK FUND	ATV PARK	4,300.00
			TOTAL:	4,301.99
O SO KLEEN CLEANING & RESTORATION INC.	CARPET CLEANING/HEPN HEALT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	211.14
	CARPET CLEANING/BRDM HEALT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	209.50
			TOTAL:	420.64
ODP BUSINESS SOLUTIONS, LLC	FINANCE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	88.80
	FINANCE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	18.95
	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	8.19
	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	4.60
	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	126.56
	PARKS-TRNS STN/OFFICE SUPP	GENERAL FUND	NORTH TRANSFER STATION	43.70
	PARKS-TRNS STN/OFFICE SUPP	GENERAL FUND	SOLID WASTE TRNS STATI	43.70
	PARKS-TRNS STN/OFFICE SUPP	PARK FUND	CUTSFORTH PARK	21.85
	PARKS-TRNS STN/OFFICE SUPP	PARK FUND	ANSON WRIGHT PARK	21.85
	PARKS-TRNS STN/OFFICE SUPP	PARK FUND	ATV PARK	115.48
	OHV/OFFICE SUPPLY	PARK FUND	ATV PARK	11.61
			TOTAL:	505.29
OGLETREE DEAKINS	RETAINER-FOR SERVICES REND	GENERAL FUND	NON-DEPARTMENTAL	10,000.00
			TOTAL:	10,000.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ONE AMERICA	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	5,418.60
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	5,426.96
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,581.97
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,687.58
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	61.79-
			TOTAL:	14,053.32
OR DEPT OF JUSTICE	OR DEPT OF JUSTICE	GENERAL FUND	NON-DEPARTMENTAL	18.00
	OR DEPT OF JUSTICE	GENERAL FUND	NON-DEPARTMENTAL	18.00
			TOTAL:	36.00
OR DEPT OF REVENUE	MAP MAINTENANCE/APR 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	3,660.00
	MAP MAINTENANCE/MAR 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	465.00
	IRR JUSTICE CRT FEES/APR 2	JUSTICE COURT BAIL	NON-DEPARTMENTAL	5,394.50
	RETIREMENT TAXES/MAY 2023	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	12,996.63
			TOTAL:	22,516.13
OR DHS-OHA/OFS/RECEIPTING UNIT	MARRIAGE LICENSES/APR 2023	GENERAL FUND	COUNTY CLERK	100.00
			TOTAL:	100.00
OR PARKS & RECREATION DEPT	ATV PERMITS (3)/MAY 2023	PARK FUND	ATV PARK	27.00
			TOTAL:	27.00
OR STATE SHERIFF'S ASSN	CIVIL SPRING CONF 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	375.00
			TOTAL:	375.00
OR TRAIL LIBRARY DIST	OR TRAIL LIBRARY DIST	OREGON TRAIL LIBRA	OREGON TRAIL LIBRARY D	1,387.59
			TOTAL:	1,387.59
OREGON DISTRICT ATTORNEYS ASSOCIATION	ODAA CHILD SUP SEMIN 2023/	GENERAL FUND	DISTRICT ATTORNEY	105.56
			TOTAL:	105.56
OREGON STATE POLICE	HANDGUN LICENSES/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	345.00
			TOTAL:	345.00
OXARC, INC.	CYLINDER TANK RENT/APR 202	ROAD FUND	ROAD DEPARTMENT	11.46
			TOTAL:	11.46
PACIFIC STEEL & RECYCLING	SHOP/STEEL ROD	ROAD FUND	ROAD DEPARTMENT	119.35
	SHOP/DOM TUBE	ROAD FUND	ROAD DEPARTMENT	428.01
			TOTAL:	547.36
PAPE MACHINERY	#311/STARTER,SWTCH	ROAD FUND	ROAD DEPARTMENT	766.83
			TOTAL:	766.83
PARKINS DOOR COMPANY	ROAD/BUILDING MAINT	ROAD FUND	ROAD DEPARTMENT	2,970.00
			TOTAL:	2,970.00
PATINO, RAMON & MARIBEL	PATINO, RAMON & MARIBEL	UNSEGREGATED TAXES	UNSEGREGATED TAXES	284.91
			TOTAL:	284.91
PECK, DEBBIE	MILEAGE/MEAL REIMB/APR 202	GENERAL FUND	DISTRICT ATTORNEY	184.66
	MILEAGE/MEAL REIMB/APR 202	GENERAL FUND	DISTRICT ATTORNEY	157.20
			TOTAL:	341.86
PERCHES, GABRIELA	MILEAGE REIMBURSE/APR 2023	GENERAL FUND	JUSTICE COURT	400.86

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	400.86
PERS-OPSRP	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	4,636.87
	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	4,607.01
			TOTAL:	9,243.88
PETTYJOHN'S FARM & BUILDERS SUPPLY	SHER OFF/STEEL WOOL	GENERAL FUND	SHERIFF'S DEPARTMENT	5.99
	SHER OFF/CAR WASH COAT	GENERAL FUND	SHERIFF'S DEPARTMENT	14.99
	GM/GROUNDS MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	147.89
	GM/BUILDING MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.87
	GM/SAFETY EQUIPMENT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	16.99
	ROAD/ROAD MAINT	ROAD FUND	ROAD DEPARTMENT	97.89
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	22.58
	OHV/BUILDING MAINT	PARK FUND	ATV PARK	468.93
			TOTAL:	853.13
PINEYRO, ANA	REIMBURSE DRINKS/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	45.79
			TOTAL:	45.79
PITNEY BOWES GLOBAL FINANCIAL SERVICES	POST MET RENT MAR-MAY 23	GENERAL FUND	NON-DEPARTMENTAL	440.73
	POST MET RENT MAR-MAY 23	GENERAL FUND	NON-DEPARTMENTAL	179.43
	POST MET RENT MAR-MAY 23	GENERAL FUND	NON-DEPARTMENTAL	66.47
	POST MET RENT MAR-MAY 23	GENERAL FUND	NON-DEPARTMENTAL	66.47
	POST MET RENT MAR-MAY 23	GENERAL FUND	NON-DEPARTMENTAL	66.47
			TOTAL:	819.57
POINTS CONSULTING	PLANNING/APR 2023 SERV REN	GENERAL FUND	PLANNING DEPARTMENT	14,380.00
			TOTAL:	14,380.00
PORT OF MORROW	CDA GRANT MATCH/JAN-MAR 20	FINLEY BUTTES LICE	LICENSE FEE	3,542.80
	PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	519.77
			TOTAL:	4,062.57
POWERDMS, INC	POWERDMS STD FOR OAA LE 20	GENERAL FUND	SHERIFF'S DEPARTMENT	650.00
			TOTAL:	650.00
PRO RENTAL & SALES	4/11-5/09/23 UTV 4X4	ROAD FUND	ROAD DEPARTMENT	525.00
	4/11-5/09/23 UTV 4X4	ROAD FUND	ROAD DEPARTMENT	73.50
	4/11-5/09/23 UTV 4X4	ROAD FUND	ROAD DEPARTMENT	21.00
			TOTAL:	619.50
PROTHMAN COMPANY	COUNTY ADMIN/SOURCING	GENERAL FUND	NON-DEPARTMENTAL	3,400.27
			TOTAL:	3,400.27
PUBLIC TREASURY INSTITUTE	PTI CASHIER-SUPERV COURSE/	GENERAL FUND	ASSESSOR/TAX COLLECTOR	190.00
	PTI CASHIER-SUPERV COURSE/	GENERAL FUND	JUVENILE DEPARTMENT	285.00
	PTI CASHIER-SUPERV COURSE/	GENERAL FUND	PLANNING DEPARTMENT	190.00
	PTI CASHIER-SUPERV COURSE/	GENERAL FUND	PUBLIC WORKS ADMIN	1,520.00
			TOTAL:	2,185.00
QUILL CORPORATION	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	36.54
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	17.94
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	165.28
	DISPATCH/OFFICE SUPPLY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	60.12
			TOTAL:	279.88

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RAYMOND JAMES & ASSOCIATES	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	40,213.06
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	2,375.99
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	40,268.16
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	2,354.35
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	12,209.72
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	420.00
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	10,022.39
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	420.00
	RAYMOND JAMES & ASSOCIATES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,092.47
	RAYMOND JAMES & ASSOCIATES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,130.74
	RAYMOND JAMES & ASSOCIATES	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	627.59
	RAYMOND JAMES & ASSOCIATES	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	627.59
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	814.65
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	1,057.59
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	3,634.38
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	3,712.75
		TOTAL:			122,981.43
REDWOOD TOXICOLOGY LAB, INC.	LAB SERVICES/APR 2023	GENERAL FUND	JUVENILE DEPARTMENT	72.93
	LAB SERVICES/APR 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	134.48
		TOTAL:		207.41
REEVE KEARNS, PC	SERVICES RENDERED/APR 2023	GENERAL FUND	PLANNING DEPARTMENT	3,425.00
		TOTAL:		3,425.00
RICOH USA, INC.	VETERANS COPIER USE/APR 20	GENERAL FUND	VETERANS	19.97
		TOTAL:		19.97
RODRIGUEZ, FERNANDO & DEANNA	RODRIGUEZ, FERNANDO & DEAN	UNSEGREGATED TAXES	UNSEGREGATED TAXES	52.02
		TOTAL:		52.02
RWC INTERNATIONAL, LTD.	SHOP/32-COMPRESSION FITTIN	ROAD FUND	ROAD DEPARTMENT	190.20
	#270/2-HOOD BUSHINGS	ROAD FUND	ROAD DEPARTMENT	286.44
		TOTAL:		476.64
RYDER ELECTION SERVICES, LLC	FLYERS/MAY 2023 ELECTION	GENERAL FUND	COUNTY CLERK	845.00
		TOTAL:		845.00
SAFETY-KLEEN SYSTEMS, INC	SOLVENT	ROAD FUND	ROAD DEPARTMENT	434.54
		TOTAL:		434.54
SAIF CORP	W-C CLAIMS REIMBURSE/APR 2	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	2,267.74
	W-C CLAIMS REIMBURSE/APR 2	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	901.56
		TOTAL:		3,169.30
SANITARY DISPOSAL, INC.	NTS FEE APR 2023	GENERAL FUND	NORTH TRANSFER STATION	4,997.01
		TOTAL:		4,997.01
SCHETKY NORTHWEST SALES, INC.	2017 DAIMLER VAN/REPR RN B	5310 - FTA GRANT F	5310 FTA GRANT	360.55
		TOTAL:		360.55
SCHINDLER ELEVATOR CORPORATION	ELEV MAINT SERV/MAY-JUL 20	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,802.10
		TOTAL:		1,802.10
SILVER CREEK CONTRACTING LLC	SEPTIC SERVICES/AW	PARK FUND	ANSON WRIGHT PARK	475.00
		TOTAL:		475.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SMITTY'S ACE HARDWARE	GM/GROUNDS MAINT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	31.99
	ROAD/NUTS,BOLTS,O RING	ROAD FUND	ROAD DEPARTMENT	3.79
	PARKS/SMALL TOOLS-BLDG MAI	PARK FUND	ANSON WRIGHT PARK	32.72
	OHV/SMALL TOOLS	PARK FUND	ATV PARK	179.99
	PARKS/SMALL TOOLS-BLDG MAI	PARK FUND	ATV PARK	240.95
	TOTAL:			489.44
SS EQUIPMENT, INC	#265/PUMP,2-GASKET	PARK FUND	ATV PARK	404.29
		TOTAL:		404.29
STATE FORESTER-OR DEPT OF FORESTRY	STATE FORESTER-OR DEPT OF	STATE FIRE PATROL	FOREST PATROL	406.78
		TOTAL:		406.78
SWAIN MOTORS, INC.	2018 CARAVAN/FULL SERIVCE	5310 - FTA GRANT F	5310 FTA GRANT	684.36
		TOTAL:		684.36
SYKES PUBLISHING	BOC/2-DISPLAY AD	GENERAL FUND	BOARD OF COMMISSIONERS	231.00
	FINANCE/ENVELOPE PRINTING	GENERAL FUND	ADMINISTRATIVE SERVICE	254.25
	FINANCE 23 SUPSCRIPT/GAZET	GENERAL FUND	ADMINISTRATIVE SERVICE	35.00
	SHER OFFICE/VEH IMPOUND FO	GENERAL FUND	SHERIFF'S DEPARTMENT	208.60
	SHER OFFICE/ENVELOPE PRINT	GENERAL FUND	SHERIFF'S DEPARTMENT	662.94
	PLANNING/3-LEGAL NOTICE	GENERAL FUND	PLANNING DEPARTMENT	137.58
	PLANNING/3-LEGAL NOTICE	GENERAL FUND	PLANNING DEPARTMENT	110.26
	ROAD/2-LEGAL NOTICE	ROAD FUND	ROAD DEPARTMENT	287.20
	ROAD/2-LEGAL NOTICE	ROAD FUND	ROAD DEPARTMENT	129.70
	FAIR/DISPLAY AD	FAIR	SPECIAL EVENT	86.63
	MCPT/DISPLAY AD,LEGAL NOTI	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	79.30
	MCPT/DISPLAY AD,LEGAL NOTI	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	104.50
		TOTAL:		2,326.96
	TAILORED SOLUTIONS CORP.	FORSE 2023-24/COM MAINT-DI	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	678.67
		TOTAL:		678.67
TARCO INDUSTRIES, INC.	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	424.40
		TOTAL:		424.40
TERNES, DALE E.	FIRST AID, CPR, AED CLASS/	SAFETY COMMITTEE F	NON-DEPARTMENTAL	780.00
		TOTAL:		780.00
THOREN, CHRIS	TOOL AGREEMENT/MAR 2023	ROAD FUND	ROAD DEPARTMENT	25.00
	TOOL AGREEMENT/APR 2023	ROAD FUND	ROAD DEPARTMENT	25.00
	WORK BOOT REIMB CT/2022-23	ROAD FUND	ROAD DEPARTMENT	166.29
		TOTAL:		216.29
TOM DENCHEL FORD COUNTRY	2023 FORD F350/V#64533	PARK FUND	ATV PARK	67,720.39
		TOTAL:		67,720.39
TOWN OF LEXINGTON	WATER-ROAD SHOP/APR 2023	ROAD FUND	ROAD DEPARTMENT	62.61
	WATER-PW OFFICE/APR 2023	ROAD FUND	ROAD DEPARTMENT	49.00
	TOWN OF LEXINGTON	CITY OF LEXINGTON	CITY OF LEXINGTON	72.66
		TOTAL:		184.27
TRAFFIC SAFETY SUPPLY CO, INC	STS-NTS/HINGED SIGNS	GENERAL FUND	NORTH TRANSFER STATION	100.02
	STS-NTS/HINGED SIGNS	GENERAL FUND	SOLID WASTE TRNS STATI	100.02
		TOTAL:		200.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UMATILLA CO FEDERAL	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,437.05
	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,437.05
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	555.00
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	555.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	PARK FUND	NON-DEPARTMENTAL	867.50
	UMATILLA CO FEDERAL	PARK FUND	NON-DEPARTMENTAL	867.50
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI	NON-DEPARTMENTAL	50.00
			TOTAL:	15,919.10
UMATILLA CO SHERIFF'S OFFICE	JAIL BED CREDIT/FEB 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,260.00-
	JAIL BED CREDIT/JAN 23 OVE	GENERAL FUND	SHERIFF'S DEPARTMENT	5,392.80-
	JAIL BED CREDIT/MAR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	5,443.20-
	JAIL BED CONTRACT/APR-JUN	GENERAL FUND	SHERIFF'S DEPARTMENT	30,660.00
	JAIL BED CONTRACT/APR-JUN	GENERAL FUND	SHERIFF'S DEPARTMENT	30,660.00
	JAIL BED CONTRACT/APR-JUN	GENERAL FUND	SHERIFF'S DEPARTMENT	30,660.00
	JAIL BED CREDIT/FEB 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	315.00-
	JAIL BED CREDIT/JAN 23 OVE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	1,348.20-
	JAIL BED CREDIT/MAR 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	1,360.80-
	JAIL BED CONTRACT/APR-JUN	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	7,665.00
	JAIL BED CONTRACT/APR-JUN	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	7,665.00
	JAIL BED CONTRACT/APR-JUN	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	7,665.00
			TOTAL:	99,855.00
UMATILLA ELECTRIC COOPERATIVE	PUBLIC WORKS BLDGS/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.16
	PUBLIC WORKS BLDGS/APR 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	784.80
	PUBLIC WORKS BLDGS/APR 202	GENERAL FUND	NORTH TRANSFER STATION	46.80
	PUBLIC WORKS BLDGS/APR 202	ROAD FUND	ROAD DEPARTMENT	47.00
	RESTITUTION/INV#20157	JUSTICE COURT BAIL	NON-DEPARTMENTAL	200.00
			TOTAL:	1,155.76
UMATILLA MORROW RADIO AND DATA DISTRIC	UMATILLA MORROW RADIO AND	RADIO DISTRICT	RADIO DISTRICT	1,050.52
			TOTAL:	1,050.52
UMPQUA RESEARCH COMPANY - TABLE ROCK	PARKS/DRINKING WATER TEST	PARK FUND	CUTSFORTH PARK	112.00
	PARKS/DRINKING WATER TEST	PARK FUND	ANSON WRIGHT PARK	112.00
	PARKS/DRINKING WATER TEST	PARK FUND	ATV PARK	112.00
			TOTAL:	336.00
US CELLULAR	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	TREASURER	47.29
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	VETERANS	73.72
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	JUVENILE DEPARTMENT	94.58
	SHER OFF CELLS/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,607.86
	SHER OFF CELLS/TERMINATION	GENERAL FUND	SHERIFF'S DEPARTMENT	6,485.08
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	160.35
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	46.06
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	46.06
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	78.13
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	PLANNING DEPARTMENT	29.49
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	PLANNING DEPARTMENT	29.49
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	EMERGENCY MANAGEMENT	63.70

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	169.18
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	NORTH TRANSFER STATION	14.49
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	NORTH TRANSFER STATION	81.65
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	SOLID WASTE TRNS STATI	14.49
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	WEED DEPT.	72.00
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	47.29
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	47.07
	MERGED DEPT CELLS/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	157.72
	MERGED DEPT CELLS/MAY 2023	ROAD FUND	ROAD DEPARTMENT	488.27
	AIRPORT-AWOS/MAR 2023	AIRPORT FUND	AIRPORT	40.51
	MERGED DEPT CELLS/MAY 2023	FAIR	NON-DEPARTMENTAL	32.07
	MCPT DATA/APR 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	497.21
	MERGED DEPT CELLS/MAY 2023	ENFORCEMENT FUND	DISTRICT ATTORNEY	47.29
	MERGED DEPT CELLS/MAY 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	32.07
	MERGED DEPT CELLS/MAY 2023	PARK FUND	ATV PARK	132.60
			TOTAL:	10,731.93
USDA, APHIS, GENERAL	APHIS/WILDLIFE SERV/APR 20	GENERAL FUND	NON-DEPARTMENTAL	16,977.27
			TOTAL:	16,977.27
VERIZON WIRELESS	DA OFF DATA PLAN/MAY 2023	GENERAL FUND	DISTRICT ATTORNEY	82.97
	SO CELL/APR & MAY 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,842.83
	SURVEYOR CELL/MAY 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	42.44
	OHV CELL/MAY 2023	PARK FUND	ATV PARK	40.88
			TOTAL:	3,009.12
VIETNAM WAR MEMORIAL FUND	VIETNAM WAR MEMORIAL 2023	GENERAL FUND	BOARD OF COMMISSIONERS	5,000.00
			TOTAL:	5,000.00
VIRTRU CORPORATION	DATA CENTRIC EMAIL PROTECT	GENERAL FUND	DISTRICT ATTORNEY	102.09
			TOTAL:	102.09
VISA	SHER OFF/USPS PKG SHIP	GENERAL FUND	BOARD OF COMMISSIONERS	14.78
	LODGING-THE MAYFLOWER/WSHT	GENERAL FUND	BOARD OF COMMISSIONERS	963.28
	MEAL-STARBUCKS/WASHINGTON	GENERAL FUND	BOARD OF COMMISSIONERS	9.90
	BOC/PARKING-ARMY DEPOT	GENERAL FUND	BOARD OF COMMISSIONERS	30.00
	FUEL-MOBIL/HEPPNER	GENERAL FUND	BOARD OF COMMISSIONERS	46.99
	FUEL-SPACE AGE/HERMISTON	GENERAL FUND	BOARD OF COMMISSIONERS	36.35
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	BOARD OF COMMISSIONERS	43.61
	FUEL-LOVES/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	44.64
	FUEL-LOVES/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	21.26
	FUEL-LOVES/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	27.47
	FUEL-SINCLAIR/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	42.02
	FUEL-MOBIL/HEPPNER	GENERAL FUND	BOARD OF COMMISSIONERS	18.80
	MEAL-BELLINGER FARM/HERMIS	GENERAL FUND	BOARD OF COMMISSIONERS	16.75
	FUEL-MOBIL/HEPPNER	GENERAL FUND	ADMINISTRATIVE SERVICE	18.80
	MEAL-BELLINGER FARM/HERMIS	GENERAL FUND	ADMINISTRATIVE SERVICE	14.00
	MEAL-ALBANY STEAMWORKS/ALB	GENERAL FUND	ASSESSOR/TAX COLLECTOR	34.00
	FUEL-LOVES/TROUTDALE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	42.15
	LODGING-COMFORT SUITES/ALB	GENERAL FUND	ASSESSOR/TAX COLLECTOR	111.23
	LODGING-COMFORT SUITES/ALB	GENERAL FUND	ASSESSOR/TAX COLLECTOR	111.23
	TREASURER/ROCKETLAW SUBSCR	GENERAL FUND	TREASURER	39.99
	MEAL-MO'S SEAFOOD/NEWPORT	GENERAL FUND	JUSTICE COURT	26.97
	MEAL-GEORIE'S BEACHSIDE/NE	GENERAL FUND	JUSTICE COURT	22.95
	MEAL-GYRO GUYS/NEWPORT	GENERAL FUND	JUSTICE COURT	22.94
	MEAL-TACO BELL/KEIZER	GENERAL FUND	JUSTICE COURT	7.64

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	38.19
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	44.41
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	46.24
	FUEL-SHELL/IRRIGON	GENERAL FUND	JUSTICE COURT	18.25
	MEAL-BUCKNUM'S/HEPPNER	GENERAL FUND	DISTRICT ATTORNEY	25.50
	DA OFF/ADOBE	GENERAL FUND	DISTRICT ATTORNEY	9.99
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	DISTRICT ATTORNEY	81.15
	MEAL-KFC/THE DALLES	GENERAL FUND	DISTRICT ATTORNEY	14.39
	ZOOM/1YR SUBSCRIPT-5CT	GENERAL FUND	DISTRICT ATTORNEY	749.50
	LODGING-HOME2SUITES/SALEM	GENERAL FUND	DISTRICT ATTORNEY	166.95
	2019 CHEROKEE/FULL SERVICE	GENERAL FUND	DISTRICT ATTORNEY	177.76
	MEAL-VI THAI/TROUTDALE	GENERAL FUND	DISTRICT ATTORNEY	20.48
	MEAL-GREAT HARVEST/SALEM	GENERAL FUND	DISTRICT ATTORNEY	12.07
	2013 CHARGER/FULL SERVICE	GENERAL FUND	JUVENILE DEPARTMENT	52.95
	MEAL-PLANK HOUSE/NORTH BEN	GENERAL FUND	SHERIFF'S DEPARTMENT	28.00
	MEAL-FISHERMANS GROT/COOS	GENERAL FUND	SHERIFF'S DEPARTMENT	23.00
	MEAL-OTIS CAFE/LINCOLN CIT	GENERAL FUND	SHERIFF'S DEPARTMENT	25.25
	FUEL-FLYING J/AURORA	GENERAL FUND	SHERIFF'S DEPARTMENT	40.76
	FUEL-MOBIL/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	45.00
	FUEL-FLYING J/AURORA	GENERAL FUND	SHERIFF'S DEPARTMENT	40.37
	MEAL-LIGHTHOUSE BREW/LINC	GENERAL FUND	SHERIFF'S DEPARTMENT	51.46
	MEAL-GRACIE SEA /DEPOE BAY	GENERAL FUND	SHERIFF'S DEPARTMENT	17.25
	OR LAW ENF REC CONF 2023/M	GENERAL FUND	SHERIFF'S DEPARTMENT	150.00
	MEAL-MAZATLAN/LINCOLN CITY	GENERAL FUND	SHERIFF'S DEPARTMENT	30.00
	FUEL-FLYING J/AURORA	GENERAL FUND	SHERIFF'S DEPARTMENT	49.99
	MEAL-DOMINOS/NEWPORT	GENERAL FUND	SHERIFF'S DEPARTMENT	23.18
	MEAL-GRACIES SEA/DEPOE BAY	GENERAL FUND	SHERIFF'S DEPARTMENT	46.00
	MEAL-PIG N PANCAKE/NEWPORT	GENERAL FUND	SHERIFF'S DEPARTMENT	35.20
	LODGING-SALISHAN/GLENEDED	GENERAL FUND	SHERIFF'S DEPARTMENT	555.30
	LODGING-SALISHAM/GLENDE N B	GENERAL FUND	SHERIFF'S DEPARTMENT	555.30
	FUEL-MOBIL/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	50.00
	FUEL-CIRCLEK/LINCOLN CITY	GENERAL FUND	SHERIFF'S DEPARTMENT	60.38
	SHER OFF/PEER SUPRT TRAIN	GENERAL FUND	SHERIFF'S DEPARTMENT	42.71
	LODGING-SUNRIVER/RESERV CN	GENERAL FUND	SHERIFF'S DEPARTMENT	407.02-
	LODGING-SUNRIVER/RESERV CN	GENERAL FUND	SHERIFF'S DEPARTMENT	429.95-
	MEAL-CAFE YUMM/WILSONVILLE	GENERAL FUND	SHERIFF'S DEPARTMENT	13.00
	MEAL-PANDA EXPRESS/WILSONV	GENERAL FUND	SHERIFF'S DEPARTMENT	9.90
	MEAL-QDOBA GRILL/WILSONVIL	GENERAL FUND	SHERIFF'S DEPARTMENT	11.95
	MEAL-RAM/WILSONVILLE	GENERAL FUND	SHERIFF'S DEPARTMENT	18.49
	LODGING-BEST WESTERN/WILSO	GENERAL FUND	SHERIFF'S DEPARTMENT	394.50
	MEAL-CARL'S JR/BOARDMAN	GENERAL FUND	SHERIFF'S DEPARTMENT	8.19
	MEAL-CHIPOTLE/WOODBURN	GENERAL FUND	SHERIFF'S DEPARTMENT	18.20
	SHER OFF/FASTNERS	GENERAL FUND	SHERIFF'S DEPARTMENT	7.99
	FUEL-PILOT/WASCO	GENERAL FUND	SHERIFF'S DEPARTMENT	81.18
	MEAL-BIG JIM'S/THE DALLES	GENERAL FUND	SHERIFF'S DEPARTMENT	61.60
	SHER OFF/CHALLENGE COINS	GENERAL FUND	SHERIFF'S DEPARTMENT	577.00
	MEAL-PEER SUPRT TRAINING	GENERAL FUND	SHERIFF'S DEPARTMENT	100.22
	MEAL-IWINGZ/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	42.53
	MEAL-DON CHUYS/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	18.00
	MEAL-ROADHOUSE GRILL/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	60.67
	MEAL-TACOS EL PELON/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	23.00
	MEAL-DEPT MEETING PIZZA	GENERAL FUND	SHERIFF'S DEPARTMENT	81.96
	CPR/AED TRAINING 2023/ORTI	GENERAL FUND	HEALTH DEPARTMENT	82.80
	CPR/AED TRAINING 2023/ANDE	GENERAL FUND	HEALTH DEPARTMENT	93.15
	CPR/AED TRAINING 2023/ORTI	GENERAL FUND	HEALTH DEPARTMENT	10.35
	TRAINING 2023/AED TRAINING	GENERAL FUND	HEALTH DEPARTMENT	82.80

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CPR/AED TRAINING 2023/CRED	GENERAL FUND	HEALTH DEPARTMENT	80.00-
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	3.95
	FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	45.00
	MEAL-NHMP MEETING COOKIES	GENERAL FUND	PLANNING DEPARTMENT	8.05
	FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	31.52
	PLANNING/USPS PKG SHIP	GENERAL FUND	PLANNING DEPARTMENT	30.70
	PLANNING/EOMEDIA SUBSCRIP 2	GENERAL FUND	PLANNING DEPARTMENT	99.00
	PLANNING/HRM HER SUBSCRIP 2	GENERAL FUND	PLANNING DEPARTMENT	51.00
	MEAL-BELLINGER FARM/HERMIS	GENERAL FUND	PLANNING DEPARTMENT	19.25
	LODGING-SUNRIVER RES/SUNRI	GENERAL FUND	EMERGENCY MANAGEMENT	264.16
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	EMERGENCY MANAGEMENT	29.04
	MEAL-SONIC/REDMOND	GENERAL FUND	EMERGENCY MANAGEMENT	13.67
	IT/DOMAIN RENEW	GENERAL FUND	COMPUTER	281.70
	ZOOM/1MO SUBSCRIPT-10CT	GENERAL FUND	NON-DEPARTMENTAL	261.15
	ROAD/AUTOAUTH SUBSCRIPT	ROAD FUND	ROAD DEPARTMENT	50.00
	FUELCLOUD BOX 4/09-5/09/23	ROAD FUND	ROAD DEPARTMENT	95.00
	DISPATCH/UNIFORM EXPENSE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	38.98
	DISPATCH/CLOTHING	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	501.51
	DISPATCH/CLOTHING-DISCOUNT	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	25.02-
	ZOOM/1YR SUBSCRIPTION/FAIR	FAIR	NON-DEPARTMENTAL	149.90
	CHALLENGE OF CAMP/ADVERTIS	FAIR	SPECIAL EVENT	7.10
	MCPT/PARKING-OHSU	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	3.00
	ADOBE MONTHLY SUBSCRIPT/MC	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	54.99
	FUEL-SINCLAIR/LEXINGTON	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	34.00
	MEAL-BUCKNUM'S/HEPPNER	CAMI GRANT	DISTRICT ATTORNEY	10.00
	OHV-CUTS/STARLINK SERV-APR	PARK FUND	CUTSFORTH PARK	110.00
	AW/STARLINK SERV-APR 23	PARK FUND	ANSON WRIGHT PARK	110.00
	OHV-CUTS/STARLINK SERV-APR	PARK FUND	ATV PARK	110.00
	ADOBE/MONTHLY SUBSCRIPT	PARK FUND	ATV PARK	54.99
	OHV/LIFT KIT MINI DUMP-DAI	PARK FUND	ATV PARK	236.50
	MCPT/GLUE TRAPS	5310 - FTA GRANT F	5310 FTA GRANT	14.58
	MCPT/WIPER BLADES,RAINX	5310 - FTA GRANT F	5310 FTA GRANT	73.34
	MCPT/2-PANEL RETAINER	5310 - FTA GRANT F	5310 FTA GRANT	8.67
	MCPT/OFFICE SUPPLY	5310 - FTA GRANT F	5310 FTA GRANT	32.60
	MCPT/OFFICE SUPPLY-RETURN	5310 - FTA GRANT F	5310 FTA GRANT	32.60-
			TOTAL:	8,750.97
WALCHLI, KARIE L	TOURISM CONSULTING/APR 202	GENERAL FUND	PLANNING DEPARTMENT	2,625.00
			TOTAL:	2,625.00
WAMBEKE, JOHN	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	720.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	89.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	69.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	109.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	665.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	549.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	99.00
	WINDOW WASHING 2023/SPRING	GENERAL FUND	PUBLIC WORKS-GEN MAINT	49.00
			TOTAL:	2,407.00
WESTERN STATES EQUIPMENT	#324/8-PIN,2-TEETH	ROAD FUND	ROAD DEPARTMENT	136.60
	#324/1006-RETAINER BKT TEE	ROAD FUND	ROAD DEPARTMENT	105.60
	#324/1006-BUCKET TEETH	ROAD FUND	ROAD DEPARTMENT	330.40
	#599/6-TUBE,FUEL FILTER	ROAD FUND	ROAD DEPARTMENT	121.03

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	#324/320-4/PIN,4/RET,4/TEE	ROAD FUND	ROAD DEPARTMENT	446.01
	ROAD/7-FILTERS	ROAD FUND	ROAD DEPARTMENT	250.91
	#955/FERRULE	ROAD FUND	ROAD DEPARTMENT	1.20
	#955/19-FERRULE	ROAD FUND	ROAD DEPARTMENT	25.90
	#955/10-FERRULE	ROAD FUND	ROAD DEPARTMENT	19.80
	ROAD/FILTER	ROAD FUND	ROAD DEPARTMENT	52.89
	#564/2-O RINGS	ROAD FUND	ROAD DEPARTMENT	32.90
	#1323/HYD VALVE INSTALL/RE	ROAD FUND	ROAD DEPARTMENT	13,796.53
			TOTAL:	15,319.77
WEX BANK	HEALTH FUEL/APR 2023	GENERAL FUND	HEALTH DEPARTMENT	256.21
	HEALTH FUEL/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	75.00
	MCPT FUEL/MAY 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	690.81
	MCPT FUEL/MAY 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1,282.86
	FUEL APR 2023/MCPT	5310 - FTA GRANT F	5310 FTA GRANT	447.57
			TOTAL:	2,752.45
WIGHT, ADAM E.	ROAD/POWER BOX REPAIR	ROAD FUND	ROAD DEPARTMENT	394.00
			TOTAL:	394.00
WILBUR-ELLIS COMPANY	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	464.00
			TOTAL:	464.00
WILLOW CREEK PARK DIST	WILLOW CREEK PARK DIST	WILLOW CREEK PARK	WILLOW CREEK PARK DIST	364.27
			TOTAL:	364.27
ZIONS BANK	ZIONS BANK INTEREST PAYMEN	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	90,000.00
	ZIONS BANK INTEREST PAYMEN	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	61,397.00
			TOTAL:	151,397.00
			TOTAL:	0.00

===== FUND TOTALS =====

101	GENERAL FUND	551,796.33
202	ROAD FUND	683,623.88
205	AIRPORT FUND	648.20
206	LAW LIBRARY	234.00
207	911 EMERGENCY FUND	7,282.54
210	FINLEY BUTTES LICENSE FEE	4,832.30
211	COUNTY SCHOOL FUND	39,829.32
212	IONE SCHOOL FUND	2,661.18
214	FAIR	2,777.33
216	SPEC TRANSPORTATION FUND	12,295.12
218	ENFORCEMENT FUND	47.29
220	VICTIM/WITNESS ASSISTANCE	3,937.25
223	CAMI GRANT	4,472.32
227	CAPITAL IMPROVEMENT PROJ	186,291.23
228	SAFETY COMMITTEE FUND	1,770.00
231	JUSTICE COURT BAILS/FINES	21,152.23
238	PARK FUND	97,009.66
504	5310 - FTA GRANT FUND	36,353.57
510	COMMUNITY CORRECTIONS	30,349.02
514	IONE SCH DIST B&I	1,184.60
515	BOARDMAN URBAN RENEW	260.29
516	RADIO DISTRICT	1,050.52

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
519	WEST BOARDMAN URA	154.49		
522	SHERIFF'S RESERVE FUND	196.79		
540	RESILIENCY FUND	36,141.25		
617	MORROW CO HEALTH DISTRICT	5,779.00		
621	CITY OG BOARDMAN B&I	810.16		
623	CITY OF IRRIGON B & I	383.97		
626	MAN. STRUCTURE OMBUDSMAN	10.53		
630	PORT OF MORROW	519.77		
631	CITY OF BOARDMAN	4,607.41		
632	CITY OF HEPPNER	1,002.76		
633	CITY OF IONE	141.92		
634	CITY OF IRRIGON	451.16		
635	CITY OF LEXINGTON	72.66		
636	BOARDMAN RFPD	3,695.58		
637	BOARDMAN RFPD	712.32		
638	HEPPNER RFPD	149.62		
639	IRRIGON RFPD	272.40		
640	IONE RFPD	6,221.40		
642	BOARDMAN CEMETERY	113.09		
643	HEPPNER CEMETERY	117.80		
644	IONE-LEX CEMETERY	130.14		
645	IRRIGON CEMETERY	52.90		
646	WILLOW CREEK PARK DIST	364.27		
647	BOARDMAN PARK	1,192.34		
648	IRRIGON PARK	210.24		
649	BOARDMAN PARK B & I	1,652.83		
650	MORROW COUNTY UNIFIED REC	400,000.00		
651	HEPPNER WATER CONT DIST	23.30		
652	MORROW CO SCHOOL DIST	22,947.22		
654	UMATILLA-MORROW ESD	3,743.34		
658	BLUE MT EDUC DISTRICT	4,019.99		
659	BULE MT B & I	1,225.29		
660	N MORROW VECTOR CONTROL	1,426.00		
662	IONE LIBRARY DISTRICT	10,000.00		
663	OREGON TRAIL LIBRARY DIST	1,387.59		
666	STATE FIRE PATROL	406.78		
688	IONE SCHOOL DISTRICT	1,583.26		
690	HEPPNER RFD BOND	62.56		
691	CITY OF HEPPNER FIRE BOND	91.89		
695	M.C. RETIRE. PLAN TRUST	42,137.68		
699	UNSEGREGATED TAXES	448.09		

	GRAND TOTAL:	2,244,517.97		

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-MORROW COUNTY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 5/01/2023 THRU 5/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 5/01/2023 THRU 5/31/2023

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Name
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COMMISSIONERS AP R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO
